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CONTRACT ~~N1000010741~~
FOR
TOTAL AIRPORT MANAGEMENT INFORMATION SYSTEM (TAMIS)
HARDWARE AND SOFTWARE MAINTENANCE

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THIS CONTRACT Number N1000010741 to obtain TAMIS Hardware & Software Maintenance Services, hereinafter referred to as "CONTRACT" is made and entered into as of the date fully executed by and between County of Orange, John Wayne Airport, a political subdivision of the State of California, hereinafter referred to as "COUNTY" or "JWA" and ~~ERA Systems Corporation, with a place of business at 1881 Campus Commons Drive, Suite 101, Reston, VA 20191~~, hereinafter referred to as "CONTRACTOR", which are sometimes individually referred to as "PARTY", or collectively referred to as "PARTIES".

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RECITALS

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WHEREAS, it is the desire of COUNTY to obtain TAMIS Hardware & Software Maintenance Services under a fixed-price CONTRACT; and

WHEREAS, CONTRACTOR agrees to provide TAMIS Hardware & Software Maintenance Services as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and

WHEREAS, COUNTY agrees to pay CONTRACTOR the fees as more specifically described in CONTRACTOR's Pricing, attached hereto as Attachment B and incorporated herein; and

WHEREAS, County of Orange Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a CONTRACT for TAMIS Hardware & Software Maintenance Services with CONTRACTOR;

NOW, THEREFORE, PARTIES mutually agree as follows:

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ARTICLES

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GENERAL TERMS AND CONDITIONS

A. **Governing Law and Venue:** This CONTRACT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, PARTIES specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

B. **Entire CONTRACT:** This CONTRACT, including all Attachments, which are attached hereto and incorporated herein by this reference, when accepted by CONTRACTOR either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire CONTRACT between PARTIES with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any COUNTY employee or agent, including but not limited to installers of software, shall not be valid or binding on COUNTY unless accepted in writing by COUNTY's Purchasing Agent or his designee, hereinafter "Purchasing Agent."

C. **Amendments:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by PARTIES; no oral understanding or agreement not incorporated

herein shall be binding on either of PARTIES; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.

D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.

E. **Delivery**: Time of delivery of goods or services is of the essence in this CONTRACT. COUNTY reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind COUNTY to accept future shipments nor deprive it of the right to return goods already accepted at CONTRACTOR's expense. Overshipments and undershipments of goods shall be only as agreed to in writing by COUNTY. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by COUNTY.

F. **Acceptance/Payment:** Unless otherwise agreed to in writing by COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of COUNTY, and 2) payment shall be made in arrears after satisfactory acceptance.

G. **Warranty**: CONTRACTOR expressly warrants that the goods/services covered by this CONTRACT are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon CONTRACTOR's part to indemnify, defend and hold COUNTY and its indemnities as identified in paragraph "P", and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this CONTRACT, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this CONTRACT. CONTRACTOR agrees that, in accordance with the more specific requirement contained in paragraph "P" below, it shall indemnify, defend and hold COUNTY and COUNTY Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorneys fees, costs and expenses.

I. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of PARTIES. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or subcontracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign or sub-contract the performance or any portion thereof of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.

J. **Non-Discrimination:** In the performance of this CONTRACT, CONTRACTOR agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. CONTRACTOR acknowledges that a violation of this provision shall subject CONTRACTOR to all the penalties imposed for a violation of anti

discrimination law or regulation including but not limited to Section 1720 et seq. of the California Labor Code.

K. **Termination**: In addition to any other remedies or rights it may have by law, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause written notice and fifteen (15) days to cure (or such longer time as granted by the cure notice) or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of CONTRACTOR. Exercise by COUNTY of its right to terminate CONTRACT shall relieve COUNTY of all further obligations.

L. **Consent to Breach Not Waiver:** No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by PARTY claimed to have waived or consented. Any consent by any PARTY to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. **Remedies Not Exclusive:** The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either PARTY to any other remedies provided by law.

N. **Independent CONTRACTOR:** CONTRACTOR shall be considered an independent CONTRACTOR and neither CONTRACTOR, its employees, nor anyone working under CONTRACTOR shall be considered an agent or an employee of COUNTY. Neither CONTRACTOR, its employees nor anyone working under CONTRACTOR shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.

O. **Performance:** CONTRACTOR shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY's satisfaction. CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by CONTRACTOR under this CONTRACT. CONTRACTOR shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of COUNTY required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

P. **Indemnification and Insurance:**

Indemnification Provisions: CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY Indemnitees, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither PARTY shall request a jury apportionment.

Insurance Provisions: Prior to the provisions of services under this CONTRACT, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to deposit with COUNTY Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this CONTRACT have been

complied with and to keep such insurance coverage and the certificates therefore on deposit with COUNTY during the entire term of this CONTRACT. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this CONTRACT shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

All insurance policies required by this CONTRACT shall declare any deductible or self-insured retention (SIR) in an amount in excess of $25,000 ($5,000 for automobile liability), which shall specifically be approved by COUNTY Executive Office (CEO)/Office of Risk Management. CONTRACTOR shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this CONTRACT, COUNTY may terminate this CONTRACT.

Qualified Insurer: The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A-(Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

This policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	**Minimum Limits**
Commercial General Liability with broad form property damage and contractual liability	$1,000,000 combined single limit per occurrence
	$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	$1,000,000 per occurrence

All liability insurance, required by this CONTRACT shall be at least $1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be $2,000,000.

COUNTY shall be added as an additional insured on all insurance policies required by this CONTRACT with respect to work done by CONTRACTOR under the terms of this CONTRACT (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that COUNTY is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this CONTRACT shall be primary insurance, and any insurance maintained by COUNTY shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that CONTRACTOR's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this CONTRACT shall give COUNTY 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of

Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate.

> *SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT*

All insurance policies required by this CONTRACT shall waive all rights to subrogation against COUNTY and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting in the scope of their appointment or employment.

The Commercial General Liability policy shall contain a severability of interest's clause.

CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with the provisions of that code. CONTRACTOR will comply with such provisions and shall furnish COUNTY satisfactory evidence that CONTRACTOR has secured, for the period of this CONTRACT, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of $1,000,000 per occurrence.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If CONTRACTOR fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this CONTRACT. Any increase or decrease in insurance will be as deemed by COUNTY Risk Manager as appropriate to adequately protect COUNTY.

COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty days of receipt of such notice, this CONTRACT may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this CONTRACT.

Q. **Bills and Liens:** CONTRACTOR shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. CONTRACTOR shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, CONTRACTOR shall promptly procure its release and, in accordance with the requirements of paragraph "P" above, indemnify, defend, and hold COUNTY harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

R. **Changes:** CONTRACTOR shall make no changes in the work or perform any additional work without COUNTY's specific written approval.

S. **Change of Ownership**: CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume CONTRACTOR's duties and obligations contained in this CONTRACT and complete them to the satisfaction of COUNTY.

T. **Force Majeure**: CONTRACTOR shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided CONTRACTOR gives written notice of the cause of the delay to COUNTY within 36 hours of the start of the delay and CONTRACTOR avails himself of any available remedies.

U. **Confidentiality**: CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by CONTRACTOR and CONTRACTOR's staff, agents and employees.

V. **Compliance with Laws**: CONTRACTOR represents and warrants that services to be provided under this CONTRACT shall fully comply, at CONTRACTOR's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. CONTRACTOR acknowledges that COUNTY is relying on CONTRACTOR to ensure such compliance, and pursuant to the requirements of paragraph "P" above, CONTRACTOR agrees that it shall defend, indemnify and hold COUNTY and COUNTY Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

W. **Freight (F.O.B. Destination)**: CONTRACTOR assumes full responsibility for all transportation scheduling, packaging, handling, insurance, and other services associated with delivery of all products deemed necessary under this CONTRACT.

X. **Pricing**: CONTRACT price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, in the scope of services attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.

Y. **Waiver of Jury Trial:** Each PARTY acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each PARTY, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any PARTY hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this CONTRACT and/or any other claim of injury or damage.

Z. **Terms and Conditions**: CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.

AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this CONTRACT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

BB. **Severability:** If any term, covenant, condition or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

CC. **Calendar Days:** Any reference to the word "day" or "days" herein mean calendar day or calendar days, respectively, unless otherwise expressly provided.

DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provisions of this CONTRACT, or where any provisions hereof is validly asserted as a defense, each PARTY shall bear its own attorney's fees, costs and expenses.

EE. **Interpretation:** This CONTRACT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each PARTY has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each PARTY further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other PARTY hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against PARTY that has drafted it is not applicable and is waived. The provisions of this CONTRACT shall be interpreted in a reasonable manner to effect the purpose of PARTIES and this CONTRACT.

FF. **Authority:** PARTIES to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

GG. **Employee Eligibility Verification**: CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.

ADDITIONAL TERMS AND CONDITIONS

1. **Scope of CONTRACT:** This CONTRACT specifies the contractual terms and conditions by which COUNTY will obtain Hardware & Software Maintenance Services under a fixed-price CONTRACT, inclusive of but not limited to, the requirements set forth in the Scope of Work identified and incorporated herein by this reference as Attachment A to this CONTRACT.

2. **Term of CONTRACT:** This CONTRACT shall commence upon execution of all necessary signatures and approval by the Board of Supervisors for five (5) years from that date unless otherwise terminated as provided herein.

3. **Audits:** CONTRACTOR agrees to permit COUNTY's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the COUNTY) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of CONTRACTOR for the purpose of auditing or inspecting any aspect of performance under this CONTRACT. The inspection and/or audit will be confined to those matters connected with the performance of CONTRACT including, but not limited to, the

costs of administering CONTRACT. COUNTY will provide reasonable notice of such an audit or inspection.

COUNTY reserves the right to audit and verify CONTRACTOR's records before final payment is made.

CONTRACTOR agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this CONTRACT or by law. CONTRACTOR agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, CONTRACTOR agrees to include a similar right to COUNTY to audit records and interview staff of any subcontractor related to performance of this CONTRACT. Should CONTRACTOR cease to exist as a legal entity, CONTRACTOR's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to COUNTY's project manager.

4. **Breach of CONTRACT:** Failure of CONTRACTOR to comply with any of the material provisions, covenants or conditions of this CONTRACT shall be a material breach of this CONTRACT. In such event COUNTY shall provide written notice of the breach and ten calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach. If, within such time the breach has not been cured to the reasonable satisfaction of COUNTY, COUNTY may:

    1. Discontinue payment to CONTRACTOR for and during the period in which CONTRACTOR is in breach and offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to the above.

    2. Terminate CONTRACT immediately without penalty.

Termination under this provision shall not affect COUNTY's obligation for payment for services performed in accordance with the CONTRACT prior to the date of termination.

5. **Changes/Extra Work/Amendments -** CONTRACTOR shall make no changes to this CONTRACT without COUNTY's written consent. In the event that there are new or unforeseen requirements, COUNTY with CONTRACTOR's concurrence has the discretion to request official changes at any time without changing the intent of this CONTRACT.

    If COUNTY-initiated changes or changes in laws or government regulations affect price, CONTRACTOR's ability to deliver services, or the project schedule, CONTRACTOR shall give COUNTY written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by COUNTY and CONTRACTOR was notified of the change. Such changes shall be agreed to in writing and incorporated into a CONTRACT amendment. Said amendment shall be issued by COUNTY-assigned DPA, shall require the mutual consent of all PARTIES, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit CONTRACTOR from proceeding with the work as set forth in this CONTRACT.

6. **Child Support Enforcement Requirements:** CONTRACTOR is required to comply with the child support enforcement requirements of COUNTY. Failure of CONTRACTOR to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of CONTRACT. Failure to cure such breach within 60 calendar days of notice from COUNTY shall constitute grounds for termination of CONTRACT.

7. **Conditions Affecting Work:** CONTRACTOR shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this CONTRACT,

and to know the general conditions which can affect the work or the cost thereof. Any failure by CONTRACTOR to do so will not relieve CONTRACTOR from responsibility for successfully performing the work without additional cost to COUNTY. COUNTY assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this CONTRACT, unless such understanding or representations by COUNTY are expressly stated in CONTRACT.

8. **Conflict of Interest:** CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of COUNTY. This obligation shall apply to CONTRACTOR; CONTRACTOR's employees, agents, and relatives; sub-tier CONTRACTORS; and third PARTIES associated with accomplishing work and services hereunder. CONTRACTOR's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of COUNTY.

9. **Contingency of Funding:** CONTRACTOR acknowledges that funding or portions of funding for this CONTRACT may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the State of California to COUNTY; and inclusion of sufficient funding for the services hereunder in the budget approved by COUNTY's Board of Supervisors for each fiscal year covered by this CONTRACT. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty.

10. **CONTRACT Disputes:**

    A.   PARTIES shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this CONTRACT is not disposed of in a reasonable period of time by CONTRACTOR's Project Manager and COUNTY's Project Manager, such matter shall be brought to the attention of COUNTY Purchasing Agent by way of the following process:

        1.   CONTRACTOR shall submit to the agency/department Assigned Buyer a written demand for a final decision regarding the disposition of any dispute between the PARTIES arising under, related to, or involving this CONTRACT, unless COUNTY, on its own initiative, has already rendered such a final decision.

        2.   CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to CONTRACT, CONTRACTOR shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects CONTRACT adjustment for which CONTRACTOR believes COUNTY is liable.

    B.   Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, CONTRACTOR agrees to diligently proceed with the performance of this CONTRACT, including the delivery of goods and/or provision of services. CONTRACTOR's failure to diligently proceed shall be considered a material breach of this CONTRACT. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by COUNTY Purchasing Agent or his designee. If COUNTY fails to render a decision within 90 days after receipt of the CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.

C.   CONTRACTOR has attached and referenced its AirScene.com NOMS Standard System Description (ASD) to outline general compliance to the desired features below. With respect to questions about how a function or feature is processed, the ASD and specific reference sections will be the default. See Attachment K.

11. **CONTRACTOR's Project Manager and Key Personnel:**   CONTRACTOR shall appoint a Project Manager to direct CONTRACTOR's efforts in fulfilling CONTRACTOR's obligations under this CONTRACT. This Project Manager shall be subject to approval by COUNTY and shall not be changed without the written consent of COUNTY's Project Manager, which consent shall not be unreasonably withheld.

    CONTRACTOR's Project Manager and key personnel shall be assigned to this project for the duration of this CONTRACT and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to CONTRACTOR's Project Manager.

12. **CONTRACTOR's Records:** CONTRACTOR shall keep an accurate record of time expended by CONTRACTOR in the performance of this CONTRACT. Such record shall be available for periodic inspection by COUNTY at reasonable times. Such records will be retained for three (3) years after final payment..

13. **COUNTY's Project Manager:**   COUNTY shall appoint a Project Manager to act as liaison between COUNTY and CONTRACTOR during the term of this CONTRACT. COUNTY's Project Manager shall coordinate the activities of COUNTY staff assigned to work with CONTRACTOR.

    COUNTY's Project Manager shall have the right to require the removal and replacement of the CONTRACTOR's Project Manager and key personnel. COUNTY's Project Manager shall notify CONTRACTOR in writing of such action. CONTRACTOR shall accomplish the removal within 14 calendar days after written notice by COUNTY's Project Manager. COUNTY's Project Manager shall review and approve the appointment of the replacement for CONTRACTOR's Project Manager and key personnel. Said approval shall not be unreasonably withheld.

14. **Default - Reprocurement Costs:** In case of default by CONTRACTOR, COUNTY may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing CONTRACT, CONTRACTOR will be responsible for paying COUNTY the difference between CONTRACT cost and the price paid, and COUNTY may deduct this cost from any unpaid balance due CONTRACTOR. The price paid by COUNTY shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this CONTRACT and under law.

15. **Errors and Omissions:**   All reports, files and other documents prepared and submitted by CONTRACTOR shall be complete and shall be carefully checked by the professional(s) identified by CONTRACTOR as Project Manager and key personnel attached hereto, prior to submission to COUNTY. CONTRACTOR agrees that COUNTY review is discretionary and CONTRACTOR shall not assume that COUNTY will discover errors and/or omissions. If COUNTY discovers any errors or omissions prior to approving CONTRACTOR's reports, files and other written documents, the reports, files or documents will be returned to CONTRACTOR for correction. Should the COUNTY or others discover errors or omissions in the reports, files or other written documents submitted by CONTRACTOR after COUNTY approval thereof, COUNTY approval of CONTRACTOR's reports, files or documents shall not be used as a defense by CONTRACTOR in any action between COUNTY and CONTRACTOR, and the reports, files or documents will be returned to CONTRACTOR for correction.

16. **Gratuities:** CONTRACTOR warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by CONTRACTOR or any agent or representative of

CONTRACTOR to any officer or employee of COUNTY with a view toward securing CONTRACT or securing favorable treatment with respect to any determinations concerning the performance of CONTRACT. For breach or violation of this warranty, COUNTY shall have the right to terminate CONTRACT, either in whole or in part, and any loss or damage sustained by COUNTY in procuring on the open market any goods or services which CONTRACTOR agreed to supply shall be borne and paid for by CONTRACTOR. The rights and remedies of COUNTY provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under CONTRACT.

17. **Licenses and Certificates**: CONTRACTOR shall, at all times during the term of this CONTRACT, maintain in full force and effect such Licenses & Certificates as may be required by the State of California or any other governmental entity for CONTRACTOR to perform the duties specified herein and provide the services required pursuant to this CONTRACT.

18. **News/Information Release**: CONTRACTOR agrees that it will not issue any news releases in connection with either the award of this CONTRACT or any subsequent amendment of or effort under this CONTRACT without first obtaining review and written approval of said news releases from COUNTY through COUNTY's Project Manager.

19. **Ownership of Documents:** COUNTY has permanent ownership of all directly connected and derivative materials produced under this CONTRACT by CONTRACTOR. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become, and remain, the sole property of COUNTY and may be used by COUNTY as it may require without additional cost to COUNTY. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by CONTRACTOR without the express written consent of COUNTY. Notwithstanding the foregoing, for the avoidance of doubt CONTRACTOR shall retain all right, title and interest to any pre-existing tools or materials (and modifications made thereto) provided by CONTRACTOR in performance of this CONTRACT.

20. **Precedence:** CONTRACT documents consist of this CONTRACT and Attachments. In the event of a conflict between or among CONTRACT documents, the order of precedence shall be in descending order a) Attachment A, b) Attachment B, c) the provisions of the main body of this CONTRACT, i.e., those provisions set forth in the recitals and articles of this CONTRACT, and then d) Attachment C.

21. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this CONTRACT, are to be released by CONTRACTOR and/or anyone acting under the supervision of CONTRACTOR to any person, partnership, company, corporation, or agency, without prior written approval by COUNTY, except as necessary for the performance of the services of this CONTRACT. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by COUNTY unless otherwise agreed to by both PARTIES.

22. **Reports/Meetings:** CONTRACTOR shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this CONTRACT. COUNTY's Project Manager and CONTRACTOR's Project Manager will meet on reasonable notice to discuss CONTRACTOR's performance and progress under this CONTRACT. If requested, CONTRACTOR's Project Manager and other project personnel shall attend all meetings. CONTRACTOR shall provide such information that is requested by COUNTY for the purpose of monitoring progress under this CONTRACT.

23. **Software / Hardware Warranty:** CONTRACTOR warrants that it has the right to grant software licenses for all software used for the Total Airport Management Information System (TAMIS) and

shall continue to provide COUNTY fully paid licenses to use, transfer, or assign all such software. Licenses for both CONTRACTOR proprietary software and third PARTY software shall be transferable to any successor agency or person to COUNTY which operates a commercial cargo, general air carrier or general aviation airport in Orange County, California; except that, third PARTY software licenses are excluded from providing COUNTY the ability to modify, transfer, or assign all such software to the extent that these abilities are restricted, if at all, by each third PARTY software license.

CONTRACTOR shall remedy, at CONTRACTOR's expense, any damage to COUNTY-owned, controlled leased, or used real personal property, when that damage is the result of (1) CONTRACTOR's failure to conform to Agreement requirements; or (2) any defect of hardware, equipment, software, other materials, or workmanship furnished under CONTRACT.

With respect to all Warranties from subcontractors, manufacturers, or suppliers for work performed and products and materials furnished under this CONTRACT ("Vendors"), CONTRACTOR shall provide for the benefit of COUNTY any warranties that are generally commercially provided by the Vendors.

24. **Stop Work:** COUNTY may, at any time, by written stop work order to CONTRACTOR, require CONTRACTOR to stop all or any part of the work called for by this CONTRACT for a period of 90 working days after the stop work order is delivered to CONTRACTOR and for any further period to which PARTIES may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 working days after a stop work order is delivered to CONTRACTOR or within any extension of that period to which PARTIES shall have agreed, COUNTY shall either:

    a. Cancel the stop work order; or

    b. Terminate CONTRACT in whole or in part in writing as soon as feasible. COUNTY is not required to provide thirty (30) days notice of the termination of CONTRACT to CONTRACTOR if a stop work has been issued.

25. **Subcontracting:** No performance of this CONTRACT or any portion thereof may be assigned or subcontracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign or subcontract any performance of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.

    In the event that CONTRACTOR is authorized by COUNTY to subcontract, this CONTRACT shall prevail and the terms of the subcontract shall incorporate by reference and not conflict with the terms of this CONTRACT. In the manner in which COUNTY expects to receive services, COUNTY shall look to CONTRACTOR for performance and not deal directly with any subcontractor. All matters related to this CONTRACT shall be handled by CONTRACTOR with COUNTY; COUNTY will have no direct contact with the subcontractor in matters related to the performance of this CONTRACT. All work must meet the approval of COUNTY.

26. **Termination – Default:** If CONTRACTOR is in default of any of its obligations under this CONTRACT and has not commenced cure within ten (10) days after receipt of a written notice of default from COUNTY and cured such default within the time specified in the notice, COUNTY shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this CONTRACT by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this CONTRACT, including, but not limited

to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this CONTRACT.   Upon termination of CONTRACT with CONTRACTOR, COUNTY may begin negotiations with a third-party CONTRACTOR to provide goods and/or services as specified in this CONTRACT.

Nothing in this section shall limit COUNTY's right to terminate this CONTRACT as set out in Section K of the General Terms and Conditions, and the right of either party to terminate this CONTRACT hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

27. **Termination Orderly:** Upon termination or other expiration of this CONTRACT, each PARTY shall promptly return to the other PARTY all papers, materials, and other properties of the other held by each for purposes of execution of CONTRACT. In addition, each PARTY will assist the other PARTY in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each PARTY.

28. **Title to Data:** All materials, documents, data or information obtained from COUNTY data files or any COUNTY medium furnished to CONTRACTOR in the performance of this CONTRACT will at all times remain the property of COUNTY. Such data or information may not be used or copied for direct or indirect use by CONTRACTOR after completion or termination of this CONTRACT without the express written consent of COUNTY. All materials, documents, data or information, including copies, must be returned to COUNTY at the end of this CONTRACT.

29. **Notices:**   Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of PARTIES' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate PARTY at the address stated herein or such other address as PARTIES hereto may designate by written notice from time to time in the manner aforesaid.

COUNTY:	JWA/Public Affairs
	Attn: Eric Freed, Project Manager
	3160 Airway Ave.
	Costa Mesa CA 92626
cc:	JWA/Purchasing
	Attn: Tammy Killingsworth, DPA
	3160 Airway Ave.
	Costa Mesa CA 92626
CONTRACTOR:	~~ERA Systems Corporation~~
	~~Attn: Contracts Administrator~~
	~~1881 Campus Commons Drive, Suite 101~~
	~~Reston, VA 20191~~

County of Orange, John Wayne Airport   *CONTRACT # ~~N1000010741~~*
TAMIS Hardware & Software Maintenance

IN WITNESS WHEREOF, PARTIES hereto have executed this CONTRACT on the dates shown below their respective signatures below.

****

~~Era Systems Corporation~~*:

_____
Signature   Print Name   Title   Date

_____
Signature   Print Name   Title   Date

* If the CONTRACTOR is a corporation, signatures of two specific corporate officers are required as further set forth.

- **The first corporate officer signature must be one of the following: a) Chairman of the Board; b) President; or c) any Vice President.**

- **The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; or d) Assistant Treasurer.**

- **In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.**

****

COUNTY AUTHORIZED SIGNATURE:

_____
                                  Holly Felipe   Purchasing Manager
Signature   Print Name   Title   Date

APPROVED AS TO FORM
Office of the County Counsel
County of Orange, California

_____
Steve Miller, Deputy   Date

Approved by Board of Supervisors on: Date   _____

ATTACHMENT A
SCOPE OF WORK
FOR
TOTAL AIRPORT MANAGEMENT INFORMATION SYSTEM (TAMIS)
HARDWARE AND SOFTWARE MAINTENANCE

Overview

John Wayne Airport (JWA) is an air carrier and general aviation facility operated by the COUNTY. As operator of this facility, the management and mitigation of aircraft noise is a high priority of JWA. JWA has committed to a noise control program that is known as the Phase 2 Commercial Airline Access Plan and Regulation (Phase 2 Access Plan) for commercial passenger carriers and cargo carriers, and a General Aviation Noise Ordinance (GANO) for general aviation aircraft. To assist in these responsibilities, JWA intends to update the basic system software portion of the permanent noise monitoring system. The noise monitoring system is a fully integrated system that collects noise data and flight track data, provides a noise complaint entry system, correlates noise, flight and complaint data, provides near real-time internet access to flight tracks and noise data, and provides high quality report and graphic output.

The existing noise monitoring system was installed in 1999 by BAE Systems Integrated Defense (BAE) and was known by the trade name TAMIS. The system consists of remote microphones that report noise levels to a centralized computer system. Radar data are collected from two sources, the FAA ARTS radar and a passive radar tracking system known as Passur. TAMIS was developed by BAE to serve a broad range of airports and includes a wide range of reporting and analysis capabilities. However, the Phase 2 Access Plan and GANO (Access/GANO) include a series of complex access rules, noise limits, curfews, and reporting requirements that are unique to JWA. The software used to enforce the Access/GANO is a separate, custom written, suite of reports also developed by BAE.

TAMIS and Access/Gano software are running on older PC's using an older version of Windows (Windows 2000). A recent server failure proved to be difficult to recover from because both the server hardware and software are out of date. JWA's noise monitoring system is a critical part of the noise management program and the system must be robust.

Since the installation of TAMIS by BAE, the airport noise monitoring system business of BAE was acquired by ~~ERA Systems Corporation (ERA)~~. Prior to being acquired by ERA, BAE developed a software version of TAMIS that was known as e-TAMIS. e-TAMIS incorporated the features of TAMIS, but instead of operating on a local server, the server was located at BAE facilities and access was done through the internet. This has numerous advantages with respect to hardware, software, and database maintenance.

Era continues to supply and support TAMIS, but it is no longer compatible with the Era software installed at other airports and does not offer an upgrade to the e-TAMIS version. Era does provide the newer hosted version e-TAMIS, which they renamed AirScene. Era also provides hardware support and maintenance for the field noise monitors (microphones, electronics and communication equipment). It is important to note that JWA does not intend to replace the field noise monitors under any circumstance.

The purpose of this request is to provide the specifications for the update of the basic airport noise monitoring system software with a hosted system that will provide substantially similar functionality as the existing TAMIS system (consistent with the specifications in this Statement of Work) and be the source for data in a separate Access/GANO reporting system.

The Access/GANO reporting system is not a part of this request. For purposes of these technical specifications and the Update Plan, the terms 'Basic System' will refer to the standard AirScene software package, as defined in AirScene.com NOMS system description (ASD) in Attachment K and 'Access/GANO' refers to the separate suite of programs that will acquire data from the Basic System, the airlines, and other sources and process and report those reports that deal specifically with compliance with

the Phase 2 Access Plan and the General Aviation Noise Ordinance (GANO). In the event of a conflict, the AirScene.com NOMS system description in Attachment K will take precedence relative to capabilities of the Basic System. Note that the ASD is intended to provide a complete description of features and modules offered through AirScene.com NOMS and not all options are applicable.

The following goals have been established for the system upgrade:

1. Replace TAMIS with an updated hosted software version with the similar functionality with additional automation, faster data processing speeds, and modern hosted servers with more reliable performance.
2. Leave existing noise monitors in place, but continue to provide repair and maintenance through the end of their useful life. Through end of life; the CONTRACTOR will notify the client upon inspection of the NMTs if the units are nearing the end of their usable life and should be replaced. Once such a determination is made, the contractor will continue to provide maintenance such as feasibly possible as determined by the vendor, the client can drop the unit from support, or the client can upgrade the unit. JWA's current NMTs continue to perform nominally. Since NMTs are exposed to the climate, equipment serviceability can be impacted beyond the CONTRACTORS control. The CONTRACTORS preventative maintenance (PM) plan is designed to provide maximum service-life and ANSI standards. The CONTRACTORS calibration and service inspection schedule will include a thorough report regarding hardware serviceability and functionality.
3. New system software will provide access to the data needed for separate Access/GANO reporting software.
4. Continue to provide aircraft tracking data from the FAA ARTs system.
5. It is critically important and a mandatory requirement of this work program that during the upgrade of the system, the existing system software continue to operate and support the existing Access/GANO software. This will require that the noise and radar data populate both the new system and the old system until such time that acceptance is approved by the COUNTY and authorizes the switch to the upgraded system. At no time shall the upgrade risk the ability of the existing system to operate as it does now.

It is a goal that the system be easy to operate and capable of easy updates and modifications. As part of the upgrade, JWA agrees to procure five (5) years of maintenance and support of the system as detailed in this SOW, subject to appropriation of funds. The specifications presented in this document have been included in an effort to achieve these goals.

1.0. SYSTEM SOFTWARE REPORTING AND ANALYSIS

One of the most important features of the noise monitoring system will be the ability to conduct and report a variety of analyses on the noise, operations, weather, and flight track data. The upgraded system shall provide the same reports as the existing TAMIS systems that are clear, well structured and properly labeled. In addition to tabular reports, data shown in graphical format shall be replicated. CONTRACTOR shall provide examples of these reports and graphics that have been produced from an actual airport installation using CONTRACTOR's AirScene software.

1.1. STANDARD REPORTS

The following specifications for reports are the minimum that is required by JWA. CONTRACTOR shall provide a description of the standard reporting packages as included with their software.

For these standard reports, CONTRACTOR is required to provide graphic or chart report options in addition to tabular reports. The system shall be capable of both standard reports, capable of

being printed on demand by the operator, and custom reports which will allow the user to build their own reports based on the records and fields in the database.

Report filters should permit conditions including at least the minimum set of less than (<), greater than (>), less than or equal (<=), greater than or equal (>=), not equal (!=), "and", and "or". Operator should be able to build compound conditions consisting of any desired combination of multiple conditions for an individual report.

The operator must have the capability of selecting the data to export and a variety of formats in which to export the data for archival to removable media like CDs. Examples would be comma separated value (CSV) files, Excel spreadsheets, Access database files, etc. This functionality is defined in section 2.10 of Attachment K.

Note that all noise metrics referenced in this specification are based on the A-weighted decibel (dBA) independent of whether or not the notation 'dBA' is provided or not.

The following reports are required and will be delivered either through the standard or custom report module as defined in Attachment K, sections 2.2 through 2.17.

> **1.1.1   Noise Event Reports**
>
> **1.1.2   Flight Event Reports**
>
> **1.1.3   Hourly Reports**
>
> **1.1.4   Daily Reports**
>
> **1.1.5   Monthly, Periodic, Calendar Quarter and Yearly Reports**
>
> **1.1.6   Community Noise Equivalent Level by Operator and Aircraft/Air Taxi Summary**
>
> **1.1.7   Flight Track and Related Reports**
>
> **1.1.8   SENEL vs. Slant Range Distance Plots**
>
> **1.1.9   System Calibration and Operation Reports**

1.2.   DATA EDITING

There shall be some provision to edit data for specific purposes. For example, if data are missing or an error due to equipment malfunction or operator error, there shall be the capability to edit these data. Whenever such data editing occurs the original data shall be retained along with the edited version. A log of such edits shall be kept by the system. This logging and editing is defined in 2.9.5 and 2.10.2 of Attachment K. Only users with adequate system rights will be capable of performing edits. A report describing the contents of this edit log is available.

1.3.   OTHER NOISE METRICS

The database and reporting system shall support provision for computation of other metrics that may be of interest to JWA. While these other metrics are not known at this time, provision for computation of metrics not listed above such as night hours LEQ shall be provided. It is not necessary to provide these computations as part of the current system, however, CONTRACTOR shall provide assurances that at some future time such additions can be made (at additional cost) within the basic database structure provided without a wholesale restructuring of the database or reporting software.

1.4.   HISTORY OF OPERATION

The system shall produce, on command, a report that presents the operating history of the system by listing data collected by and entered into the system. The system will also provide a record of

the success and failure of data collection on a daily basis. These records will be sent to designated JWA operators and CONTRACTOR staff on a daily basis.

See Attachment K, sections 2.10.2 and 2.2 for a definition of this functionality in AirScene.com NOMS.

1.5. MICROSOFT OFFICE 2007 SOFTWARE

AirScene.com NOMS software is compatible with Office 2007. All computer workstations will be supplied by JWA staff and have Office 2007 installed. AirScene.com NOMS is compatible with current versions of MS Office. This requirement will be met by the ASD as defined in sections 2.3 of the AirScene system Description in Attachment K. Since AirScene.com NOMS is a web-hosted application, local JWA I.T. staff can install applicable software applications on any Internet-capable workstations. The AirScene.com NOMS application consists of a thin client (AirScene.com NOMS over the web) and FliteGraph which is software downloaded from Era's support site (similar to Google Earth) and then processed over the web to conducted high level analysis, including reports, graphics, flight track, DVR and noise level processing. Era will coordinate with JWA I.T staff for initial installations and if necessary, when new releases or updates occur to FliteGraph.

THE CONTRACTOR agrees to make AirScene.com NOMS compatible with the new releases of MS Office and install new commercially available releases of Microsoft Office within one (1) year of release. The CONTRACTOR agrees to install new commercially available releases of Microsoft Office within one (1) year of release and provide an assessment of whether the AirScene software file exports are compatible with the new Office to JWA. As above, JWA will purchase and install the Office licenses. See Attachment K, sections 2.9.4 & 2.9.6.

1.6. CUSTOM REPORTS

AirScene.COM NOMS contains a comprehensive custom reporting section. The CONTRACTOR will work with JWA if additional reports are required over time and at JWA's written request develop the required reports at the CONTRACTOR's prescribed hourly rates.

2.0. REQUIREMENTS

2.1. CORRELATION OF FLIGHT TRACK AND NOISE EVENT DATA

Of special concern to JWA is the ability to accurately correlate noise data to the flight data. The most complex aspect of the noise monitoring system is the requirement that the system correlate noise event data with aircraft flight data. Specifically, for each aircraft operation, the noise levels for that operation (SENEL, LMax, one-second data during event, duration, time of start of event, and time of LMax) shall be determined and stored as part of the system databases. JWA recognizes that in certain instances the association of a noise event with a specific flight may be difficult or impossible. CONTRACTOR shall provide a description of the flight/noise event correlation methodology used and how ambiguous flight/noise event data are handled and reported. The algorithms used will be migrated from the existing TAMIS system by the CONTRACTOR. Though it is not anticipated at this time, JWA will be notified if there are any changes with methodology used in current TAMIS system required for the migration. The software allows for manual correlation of non-correlated events. This performance is further defined in the ASD as defined in sections 2.12.1, 2.14.3, 2.15, 2.15.2, 2.16.1 in Attachment K.

2.2. COMMUNICATION WITH REMOTE SITES

CONTRACTOR will use the existing infrastructure (leased lines) to communicate to the NMTs.

The data collected includes the A-weighted sound pressure level (1 second Leq) as well as various other airport noise metrics. The system shall report for each noise event the Single Event Noise Exposure Level, Maximum Noise Level, duration, time of start of event, and offset to the maximum noise level. In addition, the user shall be able to set maximum and minimum event duration to qualify as an aircraft noise event. In the event of any failure or fault with communication with the remote sites, the system shall report and log the interruption. The system shall issue an alert to the users and to the support team for immediate attention. Problem will be logged and tracking through the CONTRACTOR managed issue tracking system. The system will attempt to automatically retrieve all data when the system communication is re-established. An easy to use procedure for in-field download and main system upload of data via a laptop computer shall also be provided for potential long term communications failures. This requirement will be met using tools defined in the ASD section 2.1 and 2.2.

The remote site must be maintained in their current configuration. NMTs will retain existing capabilities. This requirement will be met by the ASD as defined in section 2.14 of the AirScene system Description in Attachment K.

2.3.   DATABASE AND OPEN DATABASE REQUIREMENTS

The noise monitoring system shall use any database or databases selected by CONTRACTOR provided that the database(s) meet certain requirements. These include that all databases used be relational, 'open' and shall support 'open database connectivity' (ODBC) compliant access and external 'structured query language' (SQL) queries. Further, database software used shall be standard databases commonly used and supported in the industry such as Oracle (Version 8 or higher), SQL Server (Version 7 or higher), Sybase and similar popular database packages. CONTRACTOR must specifically describe in their upgrade database software to be used by name and version number. AirScene.com NOMS is a hosted solution. The database resides at a professional data center. This requirement will be met by the ASD as defined in section 2.3.2 of the AirScene system Description in Attachment K.

It is critically important that Access/GANO software have complete access to the data collected, processed and reported by Airscene.com NOMS. Since the Access/GANO software may be supplied by a separate contractor, the AirScene CONTRACTOR assures that all documentation needed to access the raw data and processed data in the Basic System software databases will be provided. The CONTRACTOR agrees to work with JWA in good faith to maintain business continuity and to accomplish their goals. The effort is expected to include at least the following elements:

1. Data Accessibility – system data must be available to the Access/GANO service provider on a 24x7 basis or documented as to when the information will be made available. This includes the lag between normal daily flight/noise processing and its inclusion in the AirScene database. Also, any scheduled maintenance times should be well documented.

2. An Interface Control Document (ICD) describing the means to acquire the necessary data for the Access/GANO application.

3. Data Anomalies - CONTRACTOR of the Basic System must provide the same level of service to the Access/GANO contractor as for the COUNTY staff in resolving these issues or answering questions.

4. Documentation/Support – All salient documentation AND training on how to use this information shall be provided to Access/GANO contractor (minimum 3 days of training) and the phone/tech support for the Access/GANO contractor shall be the same as for COUNTY staff.

CONTRACTOR shall provide a description of how the details of the database access in the Basis System will be documented for the Access/GANO software.

2.4.   SYSTEM DATA BACKUP

Inherent to the AirScene.com NOMS hosted solution is data security. The CONTRACTOR contracts with a leading data center that provides 24x7x365 support of data including a dual-redundant fail-over facility. No other NOMS provider in the world offer's this solution. The Basic System is a hosted system and CONTRACTOR shall provide regular backup of all system data and software. See Attachment K, sections 2.1 & 2.3.1 for details.

An initial set of archival data tape will be created and provided to COUNTY on commissioning of the system. Disks (either CD or DVD) can be creatable from the on-site DAS by JWA staff as needed. The CONTRACTOR can provide a quote for back-up DVD-media on a quarterly basis upon written request from JWA.

2.5.   SOFTWARE DOCUMENTATION AND CODE

CONTRACTOR will provide a site specific description of Section 2.1 of Attachment K to JWA as part of this effort.

2.6.   RESERVED

2.7.   NOISE MONITORING SYSTEM AUTONOMOUS OPERATION

AirScene.com NOMS is a hosted system and the client will run on the airport infrastructure and hardware See Sections 2.3.8 & 2.9.1 of Attachment K for details on operations of the system.

3.0.   COMPUTER SYSTEM

3.1.   CENTRAL COMPUTER(S)

This system upgrade will be based on a hosted system with servers residing at CONTRACTOR's location. CONTRACTOR will provide specifications for JWA to procure replacement Data Acquistion Server (DAS) and Digital Voice Recorder, (DVR), server, radios and components. Era will install, configure and test AirScene.com applications on the new DAS and DVR, then ship to JWA and in-stall (at no additional cost on-site as part of this new agreement) in the server room at JWA. JWA will be responsible to move all communications lines or external cabling (like antennas) prior to installation. See Attachment K, section 2.3.3 for additional information.

The hosting computer(s) shall include the necessary hardware and software needed to store all data online for the past 10 years. See Attachment K, sections 1.1 & 2.3.1.

The system shall be such that noise data from the remote monitoring stations shall be received via the existing telecommunication lines or comparable replacements in the JWA server room. At the operators discretion noise data shall be collected real-time for observation in the noise office. CONTRACTOR will provide the requirements to loading the display tool on the JWA computer and network. Attachment K, section 2.14 contains additional details on this.

The server(s) will be mounted in JWA computer room in Administration Building where it will be connected to the existing JWA KVM switches. It will not be necessary to provide a keyboard, mouse, or monitor.

The system computers, including any data collection computers, the analysis computer, or any other computers located at JWA will be organized into a Windows Server 2008 Active Directory Domain. That domain will be a member domain in the existing JWA forest.

3.2.   HARDWARE REQUIREMENTS

The CONTRACTOR will provide hardware specifications as described in 3.1 above. CONTRACTOR will add AirScene.com applications, test and ship to JWA and install on-site per this agreement. See also maintained hardware in Attachment H

3.2.1. RESERVED

3.2.2. Network

CONTRACTOR shall describe the requirements for the network configuration and speed within the first 45 days of the project start. This will include any changes required to support the time to load and display 24 hours of flight track data.

It is expected that the network will be Ethernet with at least gigabit speed to the desktop.

Noise monitoring system computers shall be password/database protected from non-authorized access from the rest of JWA network as well as from outside JWA.

CONTRACTOR shall describe the network and firewall requirements for the hosted system and all details regarding data collection at JWA and JWA's firewall with the first 45 days of the contract. See Attachment K, section 2.9.9 for security protocols.

The network proposed in this contract will be connected to one leg of JWA firewalls. That connection will be used for all external connections and access. Remote contractor access will be through a secure, encrypted VPN. JWA end will terminate in JWA Cisco ASA 5500 VPN appliance.

The remote software used will be the Microsoft Remote Desktop Connection software to client workstations to locally installed DAS and DVR servers. No other remote access (such as VNC or PC Anywhere) is to be used.

3.2.3. Monitor

JWA will provide displays for all analyst computers that are at least 21-inch Flat Panel color monitor with a minimum resolution of 1920 x 1200

3.2.4. Data Storage and Backup Devices

Backup by the hosted system shall be done automatically at the hosted facility. AirScene.com NOMS, a professionally hosted solution offers the highest data security and availability in the NOMS industry. The archive is 10-years. DVD media can be used to protect data greater than 10-years old. See Attachment K, section 2.3.1.

3.2.5. Recordable CD and DVD-ROM Drive

JWA will provide workstations and computers that meet the minimum standards provided by the CONTRACTOR. These standards will be provided within 45 days of contract start. Each analyst computer shall include a recordable CD and DVD ROM Drive. This drive is included to facilitate the duplication and transfer of large files between JWA, its consultants, and other agencies. This drive will also be used to facilitate the transfer of Animated Flight Track files and noise recordings to CD or DVD ROM for later replay in public presentations.

3.2.6. Printer Requirements

The system shall utilize the existing printers in the noise office. No new printers are to be supplied as part of this CONTRACT. See Attachment K, section 2.3.3 for details on printing.

3.2.7. Plotter requirements (requirements and option)

It is a requirement that the system shall support the HP line of Design Jet plotters. See Attachment K, section 2.3.3 for details on compatibility.

3.2.8. Scanner

None

3.2.9. System Furniture Requirements

No office furniture is required as part of this upgrade. If data collection computers, aircraft recording devices, etc., are rack mounted, CONTRACTOR shall utilize existing racks and will provide their requirements within 45 days of the contract execution. See Attachment K, section 2.3.8.

3.3. ANALYST WORKSTATIONS/PC's/TERMINALS.

JWA will provide all workstations that meet the minimum standards provided by the CONTRACTOR. As a hosted solution, growth is virtually unlimited. See Attachment K, section 2.3.6.

4.0. GEOGRAPHIC INFORMATION SYSTEM (GIS)

The noise monitoring system shall include Geographic Information System (GIS) capabilities integrated with the noise monitoring system.   CONTRACTOR will be required to import data collected as part of JWA Annual noise report into the system GIS provided by CONTRACTOR. This includes the noise contour maps and the Santa Ana Heights land use maps supplied by JWA. These files will be supplied to CONTRACTOR as ArcView shape files. The GIS system shall cover an area large enough to include a 25 nautical mile radius around the airport, and aircraft to an altitude of 10,000 feet. The GIS shall, at a minimum, include the following capabilities and features:

4.1. VECTOR MAPPING

The system shall support the display of vector map data of the current TAMIS system provided by JWA. Ability to accept other features in new layers via DXF files and/or scanned images shall be incorporated into the GIS with appropriate tools for scaling, rotating, and translating images to their proper alignment. Also, GIS maps shall be exportable as Shape files and bitmap files (JPEG and TIFF) at the user's discretion. Import of some maps may require assistance by the CONTRACTORs support staff. Tables and reports shall be exportable as files readable by Excel, Word files, and PowerPoint.

CONTRACTOR will coordinate with JWA on GIS requirements and support. See Attachment K, Sections 2.9.11 & 2.11 for addition details on how this will be achieved.

4.2. RASTER IMAGE MAPPING

The system shall also display raster images such as USGS maps or aerial photos. The system shall accept import of scanned base map images provided by JWA and provide a means to scale and translate the image to the proper alignment. Importing of maps may require support from CONTRACTOR's support staff. See Attachment K, section 2.11.2 for further details.

4.3. COMBINED RASTER AND VECTOR IMAGE MAPPING

The system shall also simultaneously display in any layer both vector and raster images of those described in sections 4.1 and 4.2. See Attachment K, section 2.11

5.0. AIRCRAFT AUDIO RECORDING

5.1. AIR TRAFFIC RECORDING

As described above, CONTRACTOR will configure and install a new server (DVR) for their recording device. This server will be configured as a replacement for the existing TDR system. See Attachment K, section 2.5 for additional details on the DVR. CONTRACTOR will install new ATC scanners and relocate scanners and antenna cable to the JWA server room.

6.0. NOISE COMPLAINT LOGGING AND DATA ENTRY

CONTRACTOR shall provide a Noise Complaint Logging and Data Entry that meets the following requirements:

The noise monitoring system shall include the ability to enter and track noise complaints. Noise complaints may be taken live via telephone by JWA staff, or entered via keyboard from written correspondence or telephone recorder. Data entry shall be by keyboard and mouse entry with pull down alpha menus. Data included in the complaint database should include the following:

- Name (includes auto-fill of name, ID number, telephone, and address for prior complainers)
- Date
- Time
- Address
- Geographic Coordinates (automatically entered from address database in system or pop-up point and click map window)
- Telephone
- Nature of complaint
  - *noise level of over flight*
  - *location of over flight*
  - *ground run-up*
  - *other information as a user specified addition*
- Aircraft ID (if known, manual correlation option if not known) Type of aircraft if known
- Response by JWA staff including field for staff initials
- Other comments

At the time of data entry the operator shall be able to search, correlate if necessary, and summarize the complaint history for a given complainant. A "Single Noise Complaint Report" for individual events is also specified in Section 1.1.7 of Attachment K and should be available at the end of data entry.

The CONTRACTOR will work with JWA to develop a proposal to provide a Public Portal that will be capable of logging noise complaints from an internet web page that is part of the Airports Web site (OCAir.com) or email submittal of a complaint form. See CONTRACTOR's optional WebScene portal for complaint entry. See Attachment K, sections 2.8.2 & 2.17 for more details on the options.

7.0. REMOTE NOISE MONITORING EQUIPMENT

The upgraded system must utilize the existing remote noise monitors that are in use at JWA and CONTRACTOR shall continue to support the operation and maintenance of these monitors in accordance with the maintenance agreement in Attachment C. AirScene.com NOMS will leverage the existing NMT capabilities.

8.0. PORTABLE NOISE MONITORING

There are no portable noise monitors to be supplied as part of this upgrade, but the CONTRACTOR shall describe the portable noise monitors that it believes the system can support in the event that at some time in the future portable noise monitors are desired, subject to verification by JWA. The CONTRACTOR has partnered with Larson Davis, a non-proprietary

noise monitoring equipment manufacturer. Larson Davis offers a number of portable noise monitoring solutions, including light duty, medium duty and heavy duty noise monitoring. See Attachment K section 2.6.5. ERA is currently developing a Virtual Noise Monitor (VNM) that uses modeled tracks to produce noise levels, including supplemental noise metrics. See Attachment K, sections 2.6 & 2.6.7.

9.0. FLIGHT TRACKING DATA COLLECTION

JWA currently collects flight track and operations data from the FAA ARTS system through a Gateway connection at Southern California TRACON. It also collects data from a passive radar system, (Passur Aerospace).). The passive radar is used for noise limit and access plan enforcement and for 'live' track Internet access for the public. The current TAMIS system supports track display and flight track building from either the ARTS data or the passive radar system. CONTRACTOR confirms that the upgraded system will support tracking and flight building from either the ARTS data or the passive radar data.

If CONTRACTOR chooses to offer another option for the collection of aircraft position data, the cost of each option, as well as the annual maintenance cost should be provided for each option. The CONTRACTOR will continue to provide the same surveillance processing as with the TAMIS. We are experienced integrators of multiple sources of surveillance. Multilateration offers the highest fidelity of "NextGen" surveillance that is faster than radar-based data and independent of the FAA. See Attachment K section 2.4.

10. METEOROLOGICAL DATA COLLECTION

The noise monitoring system shall include the collection and reporting of METAR meteorological data.

The following is a list of the weather parameters that shall be measured along with the necessary range, threshold, and accuracy:

- Wind Speed and Direction
- Temperature
- Humidity
- Barometric Pressure
- Precipitation (i.e., rain, snow)
- Cloud Cover

Data shall be stored as one (1) hour averages. CONTRACTOR should describe the source of data to be used for this weather information. The database should be designed so that the weather information is linked to the flight operations/noise event databases. JWA desires to be able to print daily weather reports, as well as monthly and yearly summaries of the weather parameters above.

The CONTRACTOR recommends using METAR as its data source. As an option, The CONTRACTOR can offer its patented Digital ATIS (D-ATIS) feed when available at JWA. See Attachment K, sections 2.7, 2.16 & 3.2.

11.0. SYSTEM INSTALLATION

CONTRACTOR will coordinate with JWA as needed to provide the necessary requirements for the installation. JWA will be responsible for installation of the workstations. CONTRACTOR will install servers, communications, and infrastructure changes. JWA will provide high speed Internet access at the central site location and the CONTRACTOR will coordinate with applicable JWA staff, including Project Schedule, Implementation and Testing/Acceptance plans.

11.1.   QUALITY ASSURANCE

<u>Code Requirements</u> - The equipment components and their installation shall comply with all laws, ordinances, codes, rules and regulations of public authorities having jurisdiction over this part of the work, including but not limited to the California Building Code. It shall be the responsibility of CONTRACTOR to meet these and other current technical, performance and safety standards that are applicable to all components and to the entire system, even when not specifically referenced.

<u>Installation</u> - All installations shall be completed by workers who are experienced in installing computer hardware, software and noise monitoring system equipment components.

<u>Equipment Components</u> - Unless otherwise specified, all noise monitoring system components shall be new(unless MMT components are no longer available new), free of defects and installed in accordance with these design specifications.

12.0.   SYSTEM ACCEPTANCE

CONTRACTOR shall prepare an acceptance and performance test plan that demonstrates that the equipment and software supplied meets the requirements of JWA as specified in the final contract.   CONTRACTOR shall submit this test plan within 30 days of CONTRACT authorization and JWA will have 10 business days to provide comments. System acceptance shall not be made until the system including all hardware and software components have been shown to comply with CONTRACT requirements. The test plan shall cover the following elements:

12.1.   OFFICE HARDWARE PERFORMANCE

Not applicable.

12.2.   FIELD EQUIPMENT

None

12.3.   SYSTEM SOFTWARE & HARDWARE

CONTRACTOR shall perform on site testing to verify that the following system functions are done correctly and on schedule. These include:

- Data download from remote sites
- Electronic calibrations of remote sites
- Radar data acquisition (after aging if required)
- Flight track/noise event correlation
- Within timeframe specified in CONTRACT:
  - Accuracy - CONTRACTOR will conduct on site logging of flights at remote sites. On site logs will be compared with the flight identification and noise events correlated by the system. Results will be evaluated for accuracy in identifying aircraft by type and operator, correlating with correct noise event, and indication, by flags or other means, of multiple aircraft that may influence the noise event. Errors in ARTS data will not be held against contractor in computing accuracy of identification.
- All data collection transfers must be tested and demonstrated successfully
- Automated report generation (schedule and accuracy)
- Data back-up automation

CONTRACTOR will mutually coordinate with COUNTY a specific on-site testing plan which may include the above requirements.

12.4. PORTABLE REMOTE SITE HARDWARE AND SOFTWARE

None

12.5. PUBLIC DEMONSTRATION/PRESENTATION

As directed by COUNTY Project Manager, CONTRACTOR shall provide on-site support staff for a public demonstration/display of the new system. This demonstration may include JWA meeting or other public meeting as directed by COUNTY. CONTRACTOR will coordinate in advance with COUNTY the requirements for public demonstration given travel logistics and staff availability.

12.6. THIRTY (30) CALENDAR DAY OPERATIONAL TEST

CONTRACTOR shall conduct a 30-day operational test where the old and new system will run in parallel. Successful test will result from 30 days continuous operation without a major hardware or major software failure of any installed equipment. A major failure shall include but not be limited to any failure that results in loss of data and or loss of use of the system. See the CONTRACTOR's service-level-agreement commitments in Section II & III.

Test Plan - CONTRACTOR shall provide three (3) copies of a test plan for each testing phase for the review and approval of JWA's representative. The test plan shall detail the objectives of all tests. The tests shall clearly demonstrate that the system and its components comply with the requirements specified herein. The test plan shall define, at a minimum, participant responsibilities, test's documentation, test's duration and schedule, explicit requirements to demonstrate contractual compliance, and procedures for dealing with discrepancies and failures during the test. The test plan shall be provided at least 90 days prior to the scheduled start of the test.

Test Procedures - CONTRACTOR shall provide test procedures to JWA a minimum of 45 days prior to start of formal testing. No test shall be started without an approved test procedure. JWA shall require 15 days to review the test procedures. Where corrections are necessary, they shall be made and submitted to JWA for approval. A 15 day review time shall be allocated for corrections to the test procedure unless the necessary corrections are major. Where major changes are necessary, 15 day review and approval period will be extended by JWA. JWA shall review test procedures and/or major changes thereto within the designated period and provide acceptance or rejection in writing, which may include email or other communication made by reliable means. In the event CONTRACTOR has not received notice of rejection or corrections within the respective times stated above, the test procedures and/or major changes thereto shall be deemed acceptable as submitted. The CONTRACTOR and JWA must come to an agreement in writing or work will be suspended on the project until agreement is obtained.

The test procedures shall provide conformity to specification requirements. Satisfactory completion of the test procedure is necessary as a condition of system acceptance.

CONTRACTOR's Quality Assurance organization shall review all formal test procedures prepared by CONTRACTOR and deliverable under CONTRACT to assure the tests cover all requirements and that there is conformity between the conducted test, the test results and specific requirements. Test procedures or records shall document the following:

CONTRACTOR shall cooperate with and provide an opportunity for JWA's representative(s) to participate in any or all performance of the tests.

Test Report - CONTRACTOR shall prepare, for each test, a test report document that shall certify successful completion of that test. CONTRACTOR and JWA shall approve each test result. Three (3) copies of the test report shall be submitted to JWA's representative for

review and acceptance within seven (7) days following each test. The test report shall contain, at a minimum:

    A. A listing and summary of all specific items and elements tested

    B. Commentary on test results

    C. A listing and discussion of all discrepancies between expected and actual results and of all failures encountered during the test and an action plan for resolution. Not that some issues may be resolved in subsequent software releases.

13.0.	**SYSTEM TRAINING**

Supplier of the noise monitoring system shall provide at least two (2) working days (8 hours per day) of on-site training on the operation, calibration and maintenance of the equipment. JWA staff to be trained may include up to six (6) staff members. Training shall be done on site using data collected from the new noise monitoring system. Additional online training time can be scheduled as needed. System components shall be supplied with two (2) complete printed copies and an electronic copy wherever possible of system documentation, including all hardware and software manuals, back-up software for reload.

14.0.	**WARRANTY, SUPPLIES, SPARE PARTS AND MAINTENANCE**

CONTRACTOR shall provide warranties for all hardware, software and maintenance provided by CONTRACTOR including the existing JWA

15.0.	**SCHEDULE**

CONTRACTOR shall provide a detailed schedule for the installation and completion of the project. Critical milestones shall be identified and any dependencies on JWA staff shall be identified. Schedule shall be shown graphically with important milestones and dependencies identified.

16.0.	**RESERVED**

17.0.	**DETAIL OF SYSTEM DOCUMENTATION**

CONTRACTOR will provide a list of all system documents that will be provided with the completed system. These documents will include but not be limited to, Main system hardware, software, back up procedures, system reloads, data downloads, standard and custom report generation, GIS system training manuals, field equipment usage, calibration manuals, preventative maintenance, hurricane procedures and simple systems diagnostics/trouble shooting. Two printed sets and one (1) electronic set of documentation are required.

MAINTENANCE AND SUPPORT RIGHTS AND OBLIGATIONS

I.   INTRODUCTION

This document defines the maintenance, upgrades, and incidental tasks pertaining to the noise and flight track monitoring system supplied by ERA to JWA under Contract Number N1000010741. The services and cost schedules are provided below.

~~ERA Systems Corporation ("ERA")~~ maintains the AirScene.com product and related software and hardware. AirScene.com NOMS is a hosted solution Noise and Operations Monitoring System (NOMS) operated by ERA. Raw data, in the form of noise and flight track information, is gathered locally at each airport and must be forwarded to ERA for processing, access, graphical presentation, and storage. JWA will provide the network infrastructure and telecommunications service for the gathering and transfer of raw data from the NOMS system components to ERA via the Internet.

Items covered under this agreement include the measures of success for raw data collection, daily data processing, system availability, problem reporting and overall system management. The requirements of this agreement apply only to those functions over which ERA has direct control.

II.   SERVICES PROVIDED

The Service Level Agreement (SLA) described herein is for the web based airport noise monitoring system supplied as a managed solution by ERA to JWA.

ERA agrees to maintain and support the equipment and services listed in **–Attachment H List of Maintained Equipment, Software and Services.** ERA's responsibility for maintenance will begin at 12:00 a.m. on the Maintenance Start Date of September 1, 2009. ERA' responsibility for the maintenance will end at 11:59:59 p.m. on the Maintenance End Date of August 31, 2014. Any issues reported prior to CONTRACT expiration will be CONTRACTOR's responsibility until successful resolution.

Maintenance of on-site equipment includes one (1) calibration trip per year to calibrate and perform field maintenance on the fixed noise monitors.

III.   SERVICE METRICS

Table III – describes the general service metrics for system faults or system upgrades. The fault level is associated with a field in the AirScene.com Trouble Tracking System (ATTS) that allows the user to associate a specific fault level with the problem being reported. The default setting in the ATTS is Level 3 and can be changed if needed. This additional information will enable the customer and the customer support group to track severity of, the status of resolution efforts and the associated response time. A Key Performance Indicator (KPI) identifies an objective for the customer support group to achieve and is used by ERA for continuous process improvement.

Table III

Service Metrics for AirScene.com			
Fault Level	**Description of Fault**	**Required Response Time**	**SLA**
Level 1	**Fault resulting in or Causing loss or Corruption of data**	**Response within 5 business hours; Remediation plan communicated to JWA within 1 working day; data capture effected within 3 working days; return to service within 5 working days.**	**95%**
Level 2	**System/data not accessible but data still being stored.**	**Response confirming data still being collected within 1 working day; response providing corrective action plan within 2 working days; return to service within 3 working days.**	**90%**
Level 3	**Loss of functionality**	**Response providing corrective action plan within two working days; return to service within 5 working days.**	**90%**
Level 4	**Minor faults that do not affect day to day use of the system.**	**Next release**	**100%**
Programmed Release/ Planned Maintenance	**Programmed releases to fix minor faults and also planned maintenance of noise monitors.**	**To be completed within a maximum slippage of 20% of agreed time scale. No more than 15 faults resulting from release.**	**100%**
General Support	**Response to contacts via ATTS or Toll-free Helpdesk**	**Response in two working days.**	**100%**

IV.   RAW DATA COLLECTION

The system utilizes multiple data types from a variety of sources including FAA, Passur Aerospace, and METAR weather. Depending on the JWA's configuration and data requirements, raw data from each source will either be collected at ERA hosting facilities or at JWA. Each source of data is monitored to minimize data loss. Daily statistics of available radar, noise, and weather data will be made available to the AirScene.com user for review.

The performance goals vary depending on the type and airport configuration. The following outlines performance goals by data type.　For statistical purposes, ERA does not warrant the automatic nightly or real-time download percentages from any subsystem during a communication or 3rd party service malfunction beyond ERA's control. Periods where this is the case will not be included in the performance computations.

a) Flight Track Capture

The following outlines the performance goals for the supported flight track capture systems as applicable.

    i.　Radar based

        Radar flight track data will be collected using the existing Era STARS/ARTS Reader(DAS), located at the SNA TRACON facility and transmitted to ERA's hosting facility in addition to Passur Aerospace passive surveillance data.　Since the radar data is sourced by the FAA (e.g. ARTS 3E) an additional computer will be installed at the TRACON and securely transmitted to the DAS.　ERA agrees to a 99%, per year, capture of radar data, measured by the availability of the FAA or 3rd party data source.　If this data source becomes unavailable, ERAwill work to rectify the "source of data" problem.　This time period will not be considered when computing performance, if the fault lies with FAA data source.　FAA data access outlined in FAA Order 1200.22D.

b) Noise Data Capture

Noise data is collected via Noise Monitoring Terminals (NMT's) located in the vicinity of JWA. Each NMT measures and stores information for subsequent download on a nightly or real-time basis by the DAS.　Downloads are performed automatically by the DAS but can be manually performed by the customer.　Communications are conducted through a leased-line connection. ERA will complete data transfer on a continuous basis.

CONTRACTOR shall perform annual field calibration and written calibration certification for each microphone and Noise Monitor Terminal (NMT) annually.　CONTRACTOR shall certify each component operation is within original manufacturer's standards and within the calibration standards specified in the current California Airport Noise Standards.　Field equipment which does not fully comply with calibration requirements shall be repaired or replaced by CONTRACTOR.　The CONTRACTOR will provide a proposal outlining alternatives if a replacement or repair is not possible. These options may include additional cost items.

c) Weather Data Capture

Weather Service
Weather data is collected through the Internet from an online service (METAR).　In these cases, the data will be collected at ERA Hosting facilities.　ERA will complete data transfer within the first day after the data is received.

d) DVR Data Capture

An 8-channel digital voice recorder (DVR) will be configured to record and correlate to flight tracks from air band radio communications in the vicinity of the airport.　The DVR is installed on-site.　ERA agrees to a 95% uptime of this server exclusive of on-site power and communication issues. Era does not warrant the quality or content of the recordings.

e) Daily Data Processing
Data is gathered by the DAS computer for subsequent transfer to Era's hosting facility. The goal for this data transfer performance is 99%.　There, the data is processed from raw data into

correlated information and subsequently stored in the AirScene.com database where it is available for customer use.

i.   Raw Data Transfer

A process run on the DAS computer at JWA each night will automatically transfer information to ERA's hosting facility. A log file is generated describing the process and resultant status.

ii.   Raw Data Processing

Data, collected by the DAS, is transferred to the AirScene.com servers in the hosting facility, and subsequently processed into an Oracle database for customer use. There are many customer-related functional processing statistics that can measure the effectiveness to the user.

V.   COMMUNICATIONS

Unless otherwise specified, dial-up and digital communications will be the responsibility of JWA. Communication-related outages outside of ERA's control will not be considered in the computation of the performance metrics.

VI.   USER INTERFACE AVAILABILITY

This item is measured by the presence of the AirScene.com web site and supporting Oracle database for use by airport noise personnel. The system will be available over 99% of the time for customer utilization. ERA will work with the customer to address system maintenance and upgrades as needed. Scheduled backups and data processing occur during off-hours to minimize the impact of AirScene.com website's response time.

VII.   PROBLEM REPORTING

ERA uses a web-based, AirScene Trouble Tracking System (ATTS) to monitor customer problems. This system will be used to measure issue status, resolution and response timeliness. The system is available at https://secure.airscene.com/support/
and requires airport name, user and password for authentication.

ERA also provides a user hot-line support number at (877) 448-2647, answered between the hours of 08:00 to 17:00 Central Standard Time, Monday through Friday. Calls to this hot-line are entered into the Trouble Tracking System for monitoring and reporting. Issues reported outside of normal business hours will be considered entered at 08:00 the next business day.

ERA will respond either by e-mail, telephone, fax, or through the web-based AirScene Trouble Tracking System (ATTS) next business day to any entries into the ATTS by the customer. ERA will resolve maintenance issues in accordance with the timeframes provided in Table III. Issue resolution is, of course, dependent upon many factors including detailed nature, reproducibility, system availability and other mitigating factors. Only maintenance items entered into the Trouble Tracking System either by web or via ERA's service hotline will be tracked and will count against response time requirements and SLA goals.

VIII.   SOFTWARE UPDATES

AirScene.com software updates will be handled via change control procedures at ERA. Prior to release of the change package, testing will be conducted at ERA in an environment designed to

support the customer site implementation. This includes all central site software, client software and certain data collection interfaces.

IX.   SYSTEM STATUS

ERA web-based AirScene Trouble Tracking System will enable the customer to monitor and review system status issues.

IX.   SYSTEM ADMINISTRATION AND MANAGEMENT

   a) **Database Administration**
      Database administration will be performed by ERA on shared servers at its professionally-hosted facility. Access to the database, for maintenance purposes, is by authorized ERA personnel only using Username and Password protection.

   b) **Security and Accounts Management**
      AirScene.com user login accounts are managed by JWA designated "Power Users". An AirScene.com web module, available only to Power Users, allows for the addition, modification or deletion of a particular JWA user. User login modifications allow the Power User to restrict a given user to a set of AirScene.com tools.

      All AirScene.com web data traffic is encrypted using 128-bit SSL server certificate technology. ERA will ensure the confidentiality of the data and will not release data to a third party without written consent from JWA Noise Office personnel.

      The JWA Data Acquisition Computer (DAS), used to store-and-forward raw noise, and flight data files, is a Windows based computer. In addition to the standard "Administrator" account, ERA will have an account to perform troubleshooting on request. Using a VPN, ERA will gain access to the DAS using a remote Internet-based log-in application ERA is not responsible for failures resulting from JWA loading software onto or changing the configuration of the DAS. This does not exclude CONTRACTOR for failure or responsibility resulting from MS Windows installation or other MS Windows updates.

   c) **Configuration Management**
      System configuration management is the responsibility of ERA.

   d) **Software Management**
      Era, as the service provider, is solely responsible for the management of all software.

   e) **PC Support and Configuration**
      JWA is responsible for the desktop support and configuration of those workstations with access to AirScene.com. This will include maintaining the Internet browser, installing/re-installing versions of ERA software product, FliteGraph, and installing/re-installing versions of the required Internet browser (IE6 or later), ActiveX controls like ChartFX and Crystal reports. Periodic releases of FliteGraph are available on the AirScene.com web site for immediate download and installation. 3rd party ActiveX controls are also available online for downloading. ERA will coordinate with JWA I.T. staff as needed for changes that affect the AirScene.com NOMS applications.

      ERA will work with JWA's Information Technology department to maintain the DAS configuration. Areas of configuration include the Windows OS, installed Era software and file transfer initialization tools.

f) Application System Administration
ERA is solely responsible for all application software.

g) Problem Management
Application issues will be input and tracked by the user onto the ATTS.

h) JWA LAN/WAN Management
JWA is responsible for providing the client workstations with high-speed Internet connectivity to AirScene.com.

i) Change Management
Updates to AirScene.com software will be handled by ERA under the Era software process.

j) Capacity Planning/Performance Management
Era is responsible for all capacity and performance management for the servers in our hosting facility.

k) Backups and Archiving
The AirScene.com servers and raw data files are backed up daily to tape which are cycled on a weekly basis. A separate, geographically remote professional hosting facility provides fail-over redundancy if necessary.

Some Airports may elect to work with ERA to maintain local back systems for their DAS or other devices. JWA will be responsible for these backups.

X. HARDWARE MAINTENANCE

ERA will provide all parts and labor necessary to keep the ERA Maintained Equipment (Attachment H) in good operating condition. Replacement parts will be new or reconditioned parts that meet the original functional requirements and, upon installation, become the property of JWA. Replaced parts removed from the maintained equipment will be the property of ERA. ERA will provide on-site repair of ERA Maintained Equipment that cannot be repaired after diagnostic telephone consultations and ERA directed operator maintenance by JWA personnel.

ERA will calibrate each fixed remote noise monitoring site and Piston Phone once per year.

ERA may, with prior JWA approval, elect to subcontract maintenance services from qualified third-party service vendors for certain ERA Maintained Equipment, such approval shall not be unreasonably denied.

XI. MAINTENANCE PROCEDURES AND DIAGNOSTIC CONSULTATIONS

The following procedures will be used by JWA personnel to obtain support and service for ERA Maintained Equipment:

a) Using available spare parts, JWA personnel will perform operator level maintenance to correct a malfunction on equipment for which they have received maintenance training. If the fault is with a remote monitoring site, JWA personnel will verify that the electric power and communications at the remote site are in good working order.

b) If the operator level maintenance activities are unable to correct the malfunction, the JWA will notify ERA maintenance personnel by one of the following methods:

- Entering a Trouble Report using the Internet web site at https://secure.airscene.com/support/

- Telephoning the Maintenance Hotline at (877)-448-2647 and speaking with a customer service representative.

ERA's response times and times for repair are provided in Table III. ERA directed operator maintenance activities would begin within eight (8) Working Hours of receipt of the Trouble Report either by phone or by entry into the ATTS.

c) JWA personnel will perform reasonable operator level maintenance activities under the direction of ERA maintenance personnel. Such activities may include removal and replacement of noise monitoring site equipment and central site equipment by JWA personnel under the direction of ERA maintenance personnel.

d) If the malfunction cannot be resolved by the procedures listed above, ERA will dispatch a service representative within the timeframes identified in Table III.

e) For malfunctions related to the acquisition and analysis of flight track data, ERA will utilize JWA and FAA personnel for the initial diagnostic only. ERA will dispatch a service representative within 24 clock hours of completing the diagnostics if the problem has not been resolved. For malfunctions of any equipment under this Contract installed in FAA Facilities, ERA will dispatch only ERA personnel for further maintenance activities.

XII. CUSTOMER RESPONSIBILITIES
JWA is responsible for the following:

a) Maintaining a staff that has received adequate training in operating noise monitoring equipment and has the skills required to perform operator level maintenance including the removal and replacement of NMT equipment and AirScene.com NOMS equipment, including but not limited to computer hardware and peripherals, under the direction of ERA maintenance personnel. Note that changes in Noise Office staff may require training for new personnel. ERA will supply such training at its then existing rates for such services.

b) Maintaining a log-in account on the system for use by ERA to allow remote access, through dial-up or Internet access with administrative privileges to the system for performing diagnostic and malfunction analysis and corrective actions.

c) Monitor the acquisition of data from external data sources at least once during normal work hours and alert ERA that a malfunction has occurred in data acquisition or in the transfer of data to the noise office. ERA will review daily reports of JWA's data processing activities on the AirScene.com system.

d) Costs and management of communications (e.g., telephone, ISDN, DSL, wireless broadband) costs and contractual relationships.

e) Maintaining trained staff that, in the event of communication failure to an NMT, will connect directly to an NMT with a laptop computer and download data.

f) Running and managing any local backups.

XIII. CHANGES IN EQUIPMENT AND SERVICES

The lists of Appendix A may be amended in the following ways:

a) Additions – Items to be added to Appendix A must be approved by ERA prior to inclusion on the list. The increase in monthly maintenance charges for added equipment will be by mutual agreement between ERA and JWA.

b) Deletions – JWA may delete any item from Appendix A upon 60 days written notice, provided that the remaining system meets necessary requirements for functionality and reliable operation. The decrease in monthly maintenance charges for deleted equipment will be by mutual agreement between ERA and JWA.

XIV.   ITEMS EXCLUDED FROM MAINTENANCE

The following items are not included in ERA supplied maintenance and support services:

a) Replacement of consumable items such as magnetic media, printer and plotter paper, and inking cartridges for printers and plotters.

b) Repair or replacement of equipment under maintenance damaged by vandalism, accident, fire, riot, civil disturbance or acts of war.

c) Repair or replacement of equipment damaged by lightning strikes, flood, unusually severe weather or other acts of nature.

d) Repair or replacement of equipment under maintenance damaged by modifications or adjustments made by JWA personnel and not authorized by ERA or not performed under ERA' supervision and direction.

e) Repair or replacement of equipment under maintenance damaged by operation in an unsuitable environment such as inadequate air conditioning, humidity control, or faulty electric power.

f) Repair or replacement of equipment under maintenance damaged by relocation of equipment not performed by ERA or under ERA' supervision and direction.

g) Telephone lines or problems caused by faulty telephone lines or other communications infrastructure.

h) Power lines or problems caused by faulty power lines.

i) Third-party equipment under maintenance for which repair parts or services are no longer available or which can no longer be adequately and reasonably maintained. Such equipment will be identified to JWA within 30 days of determining its status and a commercial-off-the-shelf equivalent will be identified for replacement, subject to JWA's concurrence.

j) Repair or replacement of batteries that are part of any item of MAINTAINED EQUIPMENT except for fixed noise monitoring sites and uninterruptible power supplies.

k) Damage to MAINTAINED EQUIPMENT caused by leaking or corroded batteries.

l) Paint or surface finishes of any item of MAINTAINED EQUIPMENT.

XV.   CONTACT INFORMATION

Hot-Line: (877) 448-2647

AirScene.com Trouble Tracking System: https://secure.airscene.com/support/

Email: support@erabeyondradar.com

ATTACHMENT B
CONTRACTOR'S PRICING

1. **Compensation**: This is a fixed price CONTRACT between COUNTY and CONTRACTOR for Hardware and Software Maintenance Services as provided in Attachment A, Scope of Work. The CONTRACTOR agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by CONTRACTOR of all its duties and obligations hereunder. **COUNTY shall have no obligation to pay any sum in excess of the Total Annual Fixed Price Amount specified below, unless work is authorized by COUNTY's Project Manager, or unless authorized by amendment in accordance with Paragraphs C and R of the General Terms and Conditions.**

2. **Pricing:** This is a firm-fixed-CONTRACT for the Maintenance and Support services related to COUNTY's TAMIS system. CONTRACTOR agrees to perform maintenance services in regards to the following items, as set forth in Attachment A – Scope of Work.

Initial Year (Sept. 2009 –Aug. 2010)	Monthly
Fixed Monthly Fee for Noise Monitoring System Services shall be in 12 equal payments starting September 2009.	$15,610.00
Total: $187,320.00	

2nd Year (Sept. 2010 –Aug. 2011)	Monthly
Fixed Monthly Fee for Noise Monitoring System Services shall be in 12 equal payments starting September 2010.	$16,000.25
Total: $192,003.00	

3rd Year (Sept. 2011 –Aug. 2012)	Monthly
Fixed Monthly Fee for Noise Monitoring System Services shall be in 12 equal payments starting September 2011.	$16,400.25
Total: $196,803.00	

4th Year (Sept. 2012 –Aug. 2013)	Monthly
Fixed Monthly Fee for Noise Monitoring System Services shall be in 12 equal payments starting September 2012.	$16,810.25
Total: $201,723.00	

5th Year (Sept. 2013 –Aug. 2014)	Monthly
Fixed Monthly Fee for Noise Monitoring System Services shall be in 12 equal payments starting September 2013.	$17,230.50
Total: $206,766.00	

The total CONTRACT amount for five (5) years is: **$984,615.00**

3. **Extra Services:** Costs incurred for the following extra services shall be approved in accordance with the Attachment F Change Request Procedure and shall be approved by COUNTY and CONTRACTOR using the Attachment G Change Task Order. Prices quoted at time of service will be firm fixed price, billed separate from fixed monthly fee and include California state sales tax to the extent required by the California taxing authorities.

   a. *All Directed Emergency Response service.*
   b. *All Service Reports for Directed Emergency Response services.*

    c. Training
    d. All Software Enhancements.
    e. Data Storage

Additional Services and Compensation: Not-to exceed maximum amount of $25,000.00.

4. **Equipment Changes**: Any addition or deletion of equipment listed in Attachment H, the cost of Maintained Equipment may increase or decrease CONTRACTOR compensation for TAMIS maintenance and support and will be determined by mutual agreement between CONTRACTOR and COUNTY and this agreement maybe modified.

Labor Rates and Associated Costs

Cost for changes, modifications and extra services as provided for in the Scope of Work, Attachment A, Section III, shall be in accordance with CONTRACTOR Labor Rate Schedule below.

Contractor Rate Schedule

Classifications for Technical Support	Hourly Rate
Blended rate for the following: Project Managers, Programmers, Support and NMT Technical Staff	**$140.00**

Materials, Travel, Per Diem: CONTRACTOR shall supply these items at CONTRACTOR's Cost (including applicable California state sales taxes) consistent with CONTRACTOR's United States Government Cost Accounting Disclosure Statement.

5. **PAYMENT - Invoicing Instructions**

Invoices and Support Documentation are to be sent to:

County of Orange
John Wayne Airport
Accounts Payable
3160 Airway Avenue
Costa Mesa, CA 92626

COUNTY Project Manager or designee is responsible for the approval of all invoices related to this CONTRACT and subsequent submittal of invoices to COUNTY Auditor-Controller for payment.

Acceptable Invoicing Format: CONTRACTOR may bill on standard invoice form, but the following references must be indicated on the invoice:

    a. COUNTY CONTRACT Number;
    b. CONTRACTOR's Federal I.D. Number;
    c. Description of the services performed and amount being billed;
    d. Total amount of invoice;

Pricing Terms: Invoices are to be submitted monthly in arrears no later than the 10th of the following month, after services have been completed, to the address specified above. CONTRACTOR shall reference CONTRACT number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to, verified and approved by COUNTY and subject to routine processing requirements. The responsibility for providing a compliant invoice rests with CONTRACTOR. Billing shall cover services not previously invoiced. CONTRACTOR shall reimburse COUNTY for any monies paid to CONTRACTOR for services not provided or when services do not meet CONTRACT requirements.

Any and all freight will be FOB Destination.

6. **CONTRACTOR's Expense:** CONTRACTOR will be responsible for all costs related to photo copying, telephone communications and fax communications while on COUNTY sites during the performance of work and services under this CONTRACT.

ATTACHMENT C
COUNTY-SUPPLIED ITEMS

1. COUNTY will maintain a staff that has received adequate training in operating the TAMIS equipment and performing operator level maintenance including the removal and replacement of remote noise monitoring equipment and central site equipment under the direction of CONTRACTOR. Changes in COUNTY Access and Noise Office staff may require training for new personnel as described in section **13 SYSTEM TRAINING** in Attachment A – Scope of Work.

2. COUNTY will maintain a log-in account on the system for use by CONTRACTOR to allow dial-up access to the system for performing diagnostic and malfunction analysis.

3. AC electrical power and telephone line connections to COUNTY Access and Noise Office location of the TAMIS equipment installation.

4. Noise Monitor Station (NMS) poles, AC electrical power, and telephone line connections to each permanent NMS location in the field.

5. AC electrical power and telephone line connections to the Passive Secondary Surveillance location in the field.

6. AC electrical power and telephone line connections to the ARTS III-E location in the field.

7. COUNTY will provide the PASSUR field equipment location lease.

CONTRACTOR will be responsible for all costs of long distance telephone communications, facsimile transmittals, and parking while on COUNTY sites during CONTRACTOR's performance of work and services under this CONTRACT.

COUNTY reserves the right to accept or reject any and/or all of CONTRACTOR's requirements for any additional COUNTY-supplied items during the term of this CONTRACT.

ATTACHMENT D
ERA'S STAFFING PLAN

Name	Classification/Title
Mark Mellon-Werch	AirScene.com Support/Director
Kevin Perry	AirScene.com NOMS Upgrade/PM
Paul White	AirScene.com NOMS/Tech Support Engineer
Jerome Hensley	Contract Manager
Chris Rossano	Director of Product Development, Airport Operations Solutions

Era will notify JWA in writing of any changes to AirScene.com NOM Upgrade Team. All third party sources as listed in Attachment J are also part of this staffing plan.

ATTACHMENT E
ROUTINE AND PREVENTATIVE MAINTENANCE AND SUPPORT

Item #	Item Description	Maintenance Frequency
1	CONTRACTOR shall perform annual field calibration and written calibration certification for each microphone and Noise Monitor Terminal (NMT). CONTRACTOR shall certify each component operation is within original manufacturer's standards and within the calibration standards specified in the current California Airport Noise Standards. Field equipment which does not fully comply with calibration requirements shall be repaired or replaced by CONTRACTOR	Once each maintenance period
2	Provide software diagnostic/trouble shooting	As needed, as requested

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ATTACHMENT F
CHANGE REQUEST PROCEDURE

CONTRACTOR shall employ the change request procedures as set forth herein to be implemented for modifications to COUNTY's TAMIS maintenance and support, change and training services agreement. These change request procedures shall include, but not be limited to, the following:

1. **Written Request**: COUNTY's Project Manager shall make a written request to CONTRACTOR's Project Manager for modification to the replacement monitoring system.

2. **Analyzing Of Request**: CONTRACTOR's Project Manager shall analyze COUNTY's written request and shall provide a written description of the modification, its cost and scheduling impact to COUNTY's Project Manager.

3. **COUNTY Approval**: COUNTY's Project Manager will review the modification and make a determination as to whether to proceed with the modification. If COUNTY's Project Manager decides to proceed with the modification said Project Manager will provide written approval to CONTRACTOR's Project Manager to proceed with the modification. Said approval shall be subject to the terms and conditions set forth in Article 14, Changes/Extra Work/Amendments, of this CONTRACT.

4. **Modification Development**: CONTRACTOR upon receipt of the appropriate fully executed Amendment or written approval from COUNTY will develop the modification. Modification development shall include, but not be limited to, programming, testing, revising appropriate documentation, and possible installation in the test environment, as well as any other tasks to be performed by CONTRACTOR to modify the hardware, equipment and/or software in accordance with COUNTY's request.

5. **Modification Acceptance Test**: CONTRACTOR shall conduct an acceptance test of the modification. COUNTY shall review and approve or reject the modification acceptance test. CONTRACTOR shall be responsible for re-testing the modification unit it receives COUNTY approval.

6. **COUNTY Approved Modification**: Once COUNTY approves the modification, which approval shall not be unreasonably withheld, CONTRACTOR shall place the modification into the production environment and the modification shall be re-tested. COUNTY shall review and approve or reject the re-test.

Attachment B

ATTACHMENT G
CHANGE TASK ORDER

TASK ORDER

Contract No.	Contract Title	Scope of Work Reference No.
Date	Task Order No.	Task Order Title

SERVICES/DELIVERABLES/SCHEDULE:

FEE

Lump Sum/Fixed Fee	Time & Material (MAX)	Amount $

Fee Breakdown

Labor: Hours   **$**   [Cost Per Hour]

Materials: $

Reimbursables:$

Total Fee: $_____

Agreed to this date: _____ **(Date of Notice to Proceed)**

_____

For the County of Orange (PRINT OR TYPE)_____

For the Contractor (PRINT OR TYPE)_____

_____

For the County of Orange (SIGNATURE)_____

For the Contractor (SIGNATURE)_____

ATTACHMENT H
EXISTING MAINTAINED TAMIS EQUIPMENT

THE FOLLOWING LIST OF EXISTING HARDWARE MAY NOT BE ALL INCLUSIVE. THIS LIST WILL NEED TO BE AMENDED AFTER ACCEPTANCE OF PHASE I UPGRADE.

This list also encompasses cables, peripherals and other ancillary equipment specific to the Noise Monitoring System for which CONTRACTOR in inherently responsible.

Qty	U/M	Description
1	ea	DeskPro 2500 Server (200-MHz Pentium Pro)-Model 1S (6/200H) 32-MB Array Cntl with Mini-Tower Case, 3.5" Floppy Disk Drive, 8-speed CD-ROM Drive, Keyboard and Mouse
7	ea	DeskPro 6000 Minitower (200-MHz Pentium Pro) with 32 MB EDO Performance DRAM expandable to 256-MB, Matrox MGA Millenium PCI Local Bus Graphics accelerator with 2-MB WRAM, Integrated Net Flex-3 10Base-T Ethernet, Mini-tower Case, 2.15-GB Ultra SCSI Hard Disk Drive, 1.44-MB 3.5"Floppy Disk Drive, Internal 2X CD-ROM Drive, Keyboard, and Mouse
7	ea	32-MB EDO DIMM
7	ea	64-MB EDO DIMM
6	ea	Qvision 21" Color Monitor
2	ea	P50 Color Monitor
7	ea	33.6 Internal Data/Fax Modem
7	ea	Smart-UPS V/S 650
1	ea	Smart-UPS 1000
1	ea	Smart-UPS (Rack Mounted)
1	ea	Rackmount for 16 BR Modems
12	ea	28.8 Fax Modem (Rackmounted for RACAL)
2	ea	PC/8 (16550) ISA Bus
2	ea	8-port DB25M DTE Cable
1	ea	ScanJet 4C Scanner
2	ea	4X CD Recorder w/software extension
1	ea	External Zip 100 Drive
1	ea	JetStore 4-GB Internal DAT Tape Drive

CONTRACTOR will support as per existing agreement until AirScene.com NOMS upgrade. See maintained equipment list post upgrade.

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ATTACHMENT H
MAINTAINED TAMIS EQUIPMENT

(Continued)

Qty	U/M	Description
1	ea	Remote Insight Board
1	ea	ProLiant Storage System M1
1	ea	EXB-10h 8-mm Tape Library System (140-GB autoloader) and 7/14-GB SCSI 8mm Tape Drive
1	ea	SuperStack II Hub 100 Stackable Fast Ethernet Hub
1	ea	Firewall Port Master 1RX Router
1	ea	Office Connect Switch 140
1	ea	200LX Palmtop Computer w/case*
10	ea	Modem, External, 33.6
1	ea	HDD, 4.3GB Pluggable Fast-Wide SCSI-2
1	ea	Redundant power Supply
1	ea	Hot Pluggable Fan Array
11	ea	NMT Monitor*
11	ea	NMT Microphone*
10	ea	Microphone Cables (Excludes cable damage associated to non-standard servicing)
1	ea	28.8 Internal Data Fax Modem*
8	ea	Scanner Radio*
1	ea	TAMIS Digital Recorder*
1	ea	ARTS Gateway Computer*
1	ea	HP Laser Jet 5100tn
1	ea	Compaq iPAQ Pocket PC*

*Equipment to be maintained post AirScene.com NOMS upgrade

Attachment B

AIRSCENE.COM NOMS MAINTAINED EQUIPMENT

QTY	Description
1ea	DVR System
1SYS	DVR Server
8 ea	Bearcat Radio Scanners
1ea	DVR Mixer
1 ea	Piston Phone, Bruel & Kjaer
1 SYS	Permanent NMTs TA40000A
11	TA40000A NMT analyzers
10	NMT communication system and power supply
11	Tracor Microphones
11	Microphone Cables (limited to factory wear and tear)
1 sys	ARTS Gateway Computer
1 sys	AirScene.com Data Acquisition Server

ATTACHMENT I
EXISTING MAINTAINED TAMIS SOFTWARE

THE FOLLOWING LIST OF EXISTING SOFTWARE MAY NOT BE ALL INCLUSIVE. THIS LIST WILL NEED TO BE AMENDED AFTER ACCEPTANCE OF PHASE I UPGRADE.

THIS LIST ALSO ENCOMPASSES ANY ANCILLARY SOFTWARE PRODUCTS SPECIFIC TO THE NOISE MONITORING SYSTEM FOR WHICH CONTRACTOR IS INHERENTLY RESPONSIBLE.

Qty	U/M	*Description*
7	ea	MapInfo
9	ea	MS Access '97
9	ea	MS Office '97
1	ea	MS Windows NT Server
8	ea	MS Windows NT Workstation
9	ea	Oracle 7 Workgroup license
9	ea	Oracle SQL*Net with TCP/IP
9	ea	Oracle SQL*Plus
10	ea	Symantec PCAnywhere32
9	ea	Power Chute v/s for NT
1	ea	FAA Registry
1	ea	J. P. Fleet Guide
1	ea	OAG Registry
5	ea	Jane's Online All the World's Aircraft
5	ea	Jane's Online Airline Upgrade
7	ea	TAMIS Access GANO
7	ea	TAMIS (Standard)

Existing TAMIS equipment except as noted will no longer be supported after AirScene.com NOMS upgrade

NEW AIRSCENE.COM NOMS SOFTWARE

Maintained Software	Maintained Services

AirScene.com Software Suite
    FliteGraph
    AirScene.com User Interface
    MapInfo Map Layers
DAS Collection Software
DVR
AirScene.com Communicator
Access/GANO
	AirScene.com Database Hosting
	AirScene.com Hosting for Web Complaint Entry
	Maintenance of AirScene.com Servers
	Automatic Secure Backups at Era Hosting facilities
	Telephone Support and High Availability Web Site
	Monitoring data transfer and processing
	METAR Weather feed
	J.P Fleets, Passur Aerospace data feed.

*. ERA will load, set-up, test software for replaced servers.

County of Orange, John Wayne Airport   *CONTRACT # N1000010741*
                                                  TAMIS Hardware & Software Maintenance

ATTACHMENT J
EXISTING THIRD PARTY SOURCES

THIS LIST WILL NEED TO BE AMENDED AFTER ACCEPTANCE OF PHASE I UPGRADE.

Vendor	Description
MegaData 47 Arch Street Greenwich, CT 06830 (203) 629-8757 (FAX) (203) 629-2970	Passive Secondary Surveillance Radar (PASSUR) System including field and office hardware and software.
Compaq Computer PO A13630	Central Site Server Computer Spare Parts
Jane's Information Group 201 East Sandpointe Avenue, Suite 370 Santa Ana, CA 92707	Jane's Airline Upgrades (On Line) Jane's All the World's Aircraft (On Line)
Reed Travel Group 2000 Clearwater Dr. Oakbrook, Illinois 60521-8806 (630) 574-6000	Official Airline Guide (OAG)
Aerodata 260 Bellevue Dr. Boulder, Colorado 80302 (303) 442-7244	FAA Aircraft Registry
Buch Air (UK) Ltd 78 High Street Reigate Surrey RH2 9AP U. K. buchair_uk@compuserve.com Bushair (USA), Inc. PO Box 750515 Forest Hills, New York 11375-0515	J. P. Fleet Guide
Access Graphics 1426 Pearl Street Boulder, Colorado 80302 (800) 730-6450	Oracle (Software Product and Bronze Level Support)
	Local JWA area weather data for hourly temperature, humidity, wind speed, wind direction, and barometric pressure
BCI International 3151 Airway Avenue Building I-1 Costa Mesa, CA 92626 (714) 540-3120	BridgeNet graphical display and reporting software

ATTACHMENT K
AIRSCENE.COM NOMS SYSTEM DESCRIPTION (ASD)

(ATTACHED SEPARATELY)