Amendment IV

Contract #: 318-V0011

CONTRACT ROUTING SHEET

Date Prepared: 05/05/2008 **Need Date:** 05/16/2008

PROCESSING DEPARTMENT:
Department: Information Technologies
Dept. Contact: Heather Pence
Phone #: 621-5854
Department Head Signature: Jacqueline K Peters

CONTRACTOR:
Name: Computer Corp of America
Address: 200 West Street, 3rd Floor West
Waltham, MA 02451
Phone: 508-270-6666

Courier mail
EL DORADO COUNTY COUNSEL
2008 MAY -9 PM 3:35

CONTRACTING DEPARTMENT: Information Technologies
Service Requested: Annual Software Maintenance Fees
Contract Term: 3 year Contract Value: $372,945.00
Compliance with Human Resources requirements? Yes: ____ No: ____
Compliance verified by: ____

COUNTY COUNSEL: (Must approve all contracts and MOU's)
Approved: ✓ see note below Disapproved: ____ Date: 5/20/08 By: Lundstedt Kern
Approved: ____ Disapproved: ____ Date: ____ By: ____

ASSIGNMENT
DATE 5/12/2008
ATTORNEY Lundstedt
DEPT./INDEX NO. 10160
BY: AM

5/20 No onsite services.
T.C. to H. Pence - will provide new pg. 1 with deletion of word "non-cancellable" in 1st paragraph of Multi-year maintenance provision
Note: Limited warranty and liability provisions
"CCA does not warrant or represent that all errors can or will be corrected"

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)
Approved: ✓ Disapproved: ____ Date: 5/22/08 By: C Stell
Approved: ____ Disapproved: ____ Date: ____ By: ____

HUMAN RESOURCES DEPT
RECEIVED
08 MAY 21 PM 1:00

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).
Departments: ____
Approved: ____ Disapproved: ____ Date: ____ By: ____
Approved: ____ Disapproved: ____ Date: ____ By: ____

COMPUTER CORPORATION OF AMERICA
200 West Street, 3rd Floor West
Waltham MA 02451

ORIGINAL

EDC #318-V0011 Amendment IV

Maintenance Schedule

Licensee Name and Address

Offer is valid through: May 16, 2008

County of El Dorado

360 Fair Lane

Placeville, CA 95667

In accordance with the terms and conditions of the Contract 86/87-154 and CCA Agreement No. 64560 (the "Agreement") made between Computer Corporation of America ("CCA") and Licensee the 19th day of May, 1987, CCA hereby agrees to provide maintenance support services for the maintenance fee set forth below and in accordance with the terms and conditions of the Agreement.

LICENSED PRODUCTS **LICENSE FEES: N/A**

Advantage Series
- Model 204 Core System
- Workshop
- VTAM

UL/DB2

MULTI-YEAR MAINTENANCE

Licensee agrees to acquire three (3) years of maintenance support services for one (1) copy of each of the Licensed Products commencing on July 1, 2008 through June 30, 2011.

Maintenance Schedule:				**Annual Maintenance Fee ****
1.	**July 1, 2008**	**--**	**June 30, 2009**	**$ 124,315**
2.	**July 1, 2009**	**--**	**June 30, 2010**	**$ 124,315**
3.	**July 1, 2010**	**--**	**June 30, 2011**	**$ 124,315**

1. Fiscal Considerations: The parties to the Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

   Notwithstanding any other provision of this Agreement to the contrary, Licensee shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and Licensee released from any further liability hereunder.

   In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be

canceled in its entirety subject to payment for services performed prior to cancellation, and subject to County giving CCA at least 30 days prior written notice.

2. Maintenance increase after the expiration of this agreement shall be capped at a maximum increase ten percent (10%).

3. Administrator: The County Officer or employee with responsibility for administering the Agreement is Steve Featherston, Assistant Director of Information Technology, or successor.

4. Computer Corporation of America agrees to comply with Licensee's insurance requirements as set forth in Exhibit A attached hereto, provided, however, in the event a change of insurance requirements (per Item O. in such Exhibit A) results in additional cost or risk to CCA, CCA reserves the right to terminate its obligations hereunder.

5. **Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

** **Annual Payment - Licensee is authorized to deduct two percent (2%) from the above listed annual maintenance fees each year for the duration of the term of the contract, providing that CCA receives the maintenance payment no later than the close of business on or before June 25th of each of the three years.**

LICENSED PRODUCTS ARE LICENSED FOR USE ON THE DESIGNATED EQUIPMENT IDENTIFIED BELOW.

PAYMENT TERM

Payment term Net 10 days from date of invoice.

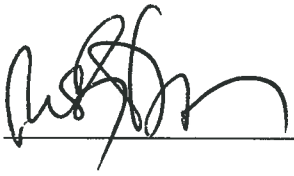
DESIGNATED SITE

Same as Licensee's address

DESIGNATED EQUIPMENT

MAKE	MODEL	OPERATING SYSTEM	SERIAL NUMBER
IBM	z9 2096-F01	z/OS	02630EE

LICENSEE ACKNOWLEDGES THAT IT HAS READ THE AGREEMENT AND THIS MAINTENANCE SCHEDULE AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS. In the event of conflict between this Maintenance Schedule and the Agreement, the terms and conditions of this Maintenance Schedule will govern.

LICENSEE		**COMPUTER CORPORATION OF AMERICA**	
Signature:		Signature:	
Name:	RUSTY DUPRAY	Name:	Russell Lavor
Title:	Chairman	Title:	CFO
Date:	6/3/08	Date:	6-16-08

ATTEST: CINDY KECK, Clerk
of the Board of Supervisors
By: 
DEPUTY

ORIGINAL

COMPUTER CORPORATION OF AMERICA #318-V0011 Amendment III
500 Old Connecticut Path
Framingham, MA 01701

Maintenance Schedule

Licensee Name and Address

County of El Dorado

360 Fair Lane

Placeville, CA 95667

Offer is valid through: May 20, 2005

In accordance with the terms and conditions of the Contract 86/87-154 and CCA Agreement No. 64560 (the "Agreement") made between Computer Corporation of America ("CCA") and Licensee the 19th day of May, 1987, CCA hereby agrees to provide maintenance support services for the maintenance fee set forth below and in accordance with the terms and conditions of the Agreement.

LICENSED PRODUCTS **LICENSE FEES: N/A**

Advantage Series
- Model 204 Core System
- Workshop
- VTAM

UL/DB2
Imagine
Imagine/CUA (5Pack)

MULTI-YEAR MAINTENANCE

Licensee agrees to acquire three (3) years of maintenance support services for one (1) copy of each of the Licensed Products commencing on July 1, 2005 through June 30, 2008.

Maintenance Schedule:				**Annual Maintenance Fee ****
1.	**July 1, 2005**	**--**	**June 30, 2006**	**$ 125,235**
2.	**July 1, 2006**	**--**	**June 30, 2007**	**$ 125,235**
3.	**July 1, 2007**	**--**	**June 30, 2008**	**$ 125,235**

1. Fiscal Considerations: The parties to the Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

   Notwithstanding any other provision of this Agreement to the contrary, Licensee shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and Licensee released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation, and subject to County giving CCA at least 30 days prior written notice.

2. Maintenance increase after the expiration of this agreement shall be capped at a maximum increase ten percent (10%).

3. Administrator: The County Officer or employee with responsibility for administering the Agreement is Steve Featherston, Assistant Director of Information Technology, or successor.

4. Computer Corporation of America agrees to comply with Licensee's insurance requirements as set forth in Exhibit A attached hereto, provided, however, in the event a change of insurance requirements (per Item O. in such Exhibit A) results in additional cost or risk to CCA, CCA reserves the right to terminate its obligations hereunder.

5. **Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

**** Annual Payment - Licensee is authorized to deduct two percent (2%) from the above listed annual maintenance fees each year for the duration of the term of the contract, providing that CCA receives the maintenance payment no later than the close of business on or before June 25th of each of the three years.**

LICENSED PRODUCTS ARE LICENSED FOR USE ON THE DESIGNATED EQUIPMENT IDENTIFIED BELOW.

PAYMENT TERM

Payment term Net 10 days from date of invoice.

DESIGNATED SITE

Same as Licensee's address

DESIGNATED EQUIPMENT

MAKE	MODEL	OPERATING SYSTEM	SERIAL NUMBER
IBM	7060-H30	MVS	71019

LICENSEE ACKNOWLEDGES THAT IT HAS READ THE AGREEMENT AND THIS MAINTENANCE SCHEDULE AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS. In the event of conflict between this Maintenance Schedule and the Agreement, the terms and conditions of this Maintenance Schedule will govern.

LICENSEE	**COMPUTER CORPORATION OF AMERICA**
COUNTY OF EL DORADO	
Signature: Charlie Paine	Signature:
Name: CHARLIE PAINE	Name: Russell Lavoie
Title: CHAIRMAN, BOARD OF SUPERVISORS	Title: CFO
Date: 5/17/05	Date: 5/31/5

ATTEST: CINDY KECK, Clerk
of the Board of Supervisors
By _____ DEPUTY 5-17-05

COMPUTER CORPORATION OF AMERICA ORIGINAL #318-V0011 Amendment II
500 Old Connecticut Path
Framingham, MA 01701

Maintenance Schedule

Licensee Name and Address

County of El Dorado

360 Fair Lane

Placeville, CA 95667

Offer is valid through: June 7, 2002

In accordance with the terms and conditions of the Contract 86/87-154 and CCA Agreement No. 64560 (the "Agreement") made between Computer Corporation of America ("CCA") and Licensee the 19th day of May, 1987, CCA hereby agrees to provide maintenance support services for the maintenance fee set forth below and in accordance with the terms and conditions of the Agreement.

LICENSED PRODUCTS **LICENSE FEES: N/A**

Advantage Series
- Model 204 Core System
- Workshop
- VTAM

UL/DB2
Imagine
Imagine/CUA (5Pack)

MULTI-YEAR MAINTENANCE

Licensee agrees to acquire three (3) years of non-cancelable maintenance support services for one (1) copy of each of the Licensed Products commencing on July 1, 2002 through June 30, 2005.

Maintenance Schedule:			**Annual Maintenance Fee ****
1.	**July 1, 2002 -- June 30, 2003**		**$ 113,852**
2.	**July 1, 2003 -- June 30, 2004**		**$ 113,852**
3.	**July 1, 2004 -- June 30, 2005**		**$ 113,852**

1. Fiscal Considerations: The parties to the Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

2. Maintenance increase after the expiration of this agreement shall be capped at a maximum increase of ten percent (10%).

3. Administration: The County Officer or employee with responsibility for administering this Agreement is Gary Coverdale, Manager of Information Technology Information Services Department, or successor.
4. CCA agrees to comply with Licensee's insurance requirements as set forth in Exhibit A, attached hereto.

** **Annual Payment - Licensee is authorized to deduct two percent (2%) from the above listed annual maintenance fees each year for the duration of the term of the contract, providing that CCA receives the maintenance payment no later than the close of business on or before June 25th of each of the three years.**

LICENSED PRODUCTS ARE LICENSED FOR USE ON THE DESIGNATED EQUIPMENT IDENTIFIED BELOW.

PAYMENT TERM

Payment term Net 10 days from date of invoice.

DESIGNATED SITE

Same as Licensee's address

DESIGNATED EQUIPMENT

MAKE	MODEL	OPERATING SYSTEM	SERIAL NUMBER
IBM	7060-H30	MVS	71019

LICENSEE ACKNOWLEDGES THAT IT HAS READ THE AGREEMENT AND THIS MAINTENANCE SCHEDULE AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS. In the event of conflict between this Maintenance Schedule and the Agreement, the terms and conditions of this Maintenance Schedule will govern.

LICENSEE

Signature: _____

Name: David A. Solaro

Title: Chairman, Board of Supervisors

Date: August 13, 2002

ATTEST: DIXIE L. FOOTE, Clerk
of the Board of Supervisors

By Marguerite E. Moody
DEPUTY

8-13-02

COMPUTER CORPORATION OF AMERICA

Signature: _____

Name: Russell Lavoie

Title: Chief Financial Officer

Date: 7-18-02

ATTEST:

By: Cheryl A. Hanlon

Date: 7-18-02

COPY

Ammendment #1

Computer Corporation of America
500 Old Connecticut Path
Framingham, MA 01701

Licensee Name and Address
County of El Dorado
360 Fair Lane
Placerville, CA 95667

Offer is valid through: **June 30, 2000**

In accordance with the terms and conditions of the Contract 86/87-154 (CCA number 64560, the "Agreement") made between Computer Corporation of America ("CCA") and Licensee the 19th day of May, 1987, CCA hereby grants to Licensee a license to use the Licensed Products listed on this Product Schedule, all subject to said terms and conditions.

LICENSED PRODUCTS

Upgrade from IBM 9121-411 to IBM Multiprise 3000 7060-H30 for the following products:

Advantage Series on MVS	UL/DB2
Model 204 Core System, Workshop and VTAM	Imagine
	Imagine/CUA (5 Pack)

License Fee **$20,200.00**

MAINTENANCE SUPPORT -

Maintenance remains in accordance to the Multi-year agreement for the term July 1, 1999 to June 30, 2002.

PAYMENT TERM

Payment term Net 10 days from date of invoice.

DESIGNATED SITE

Same as Licensee

DESIGNATED EQUIPMENT

MAKE	MODEL	OPERATING SYSTEM	SERIAL NUMBER
IBM	7060-H30	MVS	

LICENSEE ACKNOWLEDGES THAT IT HAS READ THE AGREEMENT AND THIS PRODUCT SCHEDULE AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS. In the event of conflict between this Product Schedule and the Agreement, the terms and conditions of this Product Schedule will govern.

Licensee

Signature: William S. Bradley
Name: **WILLIAM S. BRADLEY**
Title: Chairman, County of El Dorado
Date: June 20, 2000

Computer Corporation of America

Signature:
Name: Russell Lavole
Title: Chief Financial Officer
Date: June 22, 2000

The County Officer or employee with responsibility to administer this Agreement is Woodrow Covington, Information Services Technology Manager, Information Services Department. ATTEST: DIXIE L. FOOTE, Clerk
of the Board of Supervisors
By Margaret E. Moodey

Rec'd 4/24/87
10:am

AGREEMENT/CONTRACT

ROUTING SHEET

Initial Phase

Department: Purchasing Office
Contact Person: Anita York
Department Phone No: 626-2181

Document: Contract -CCA- Mainframe
(Agreement - Contract)
COMPONENTS 1-4, SOFTWARE ONLY
Name and address of Contractor:
Computer Corporation of America
429 Santa Monica Blvd., Suite 620
Santa Monica, Ca. 90401
Attention: David Engert
Telephone: (213) 393-9300

* * *

Preliminary approval by:

County Counsel

Approved as to form only by: _____
initial

Date: 5/6/87

If not approved, reason: _____

* * *

Risk Manager

Approved _____ Date _____

Not approved _____

If not approved, reason: _____

* * *

Extra copy of Agreement/Contract submitted to Board of Supervisors for approval on the _____
Date
agenda.

Submitted by: _____
Date: _____

Final Phase

APPROVALS

* * *

County Counsel

Final approval of:

Agreement: _____

Date: _____

Initial: 5/6/87

Bonds: (attached)

Performance _____

Labor & Materials _____

Other _____

Date: _____

Initial: _____

* * *

Risk Manager

Final approval of Certificate of Insurance (attached):

Date: _____

Initial: _____

* * *

All documents approved, initialed, agreements (original and one copy, more if necessary, as in State Agreement signed and attached by department:

Contact person: _____

Date: _____

Signed by Chairman on _____
(Date)

Mailed by Board Office on:

Date: _____ by _____
Initial

INTER-OFFICE MEMORANDUM

OFFICE OF EL DORADO COUNTY COUNSEL

TO: BOARD OF SUPERVISORS

FROM: DAVID E. WHITTINGTON
County Counsel

DATE: MAY 6, 1987

RE: COMPUTER CORPORATION OF AMERICA

Pursuant to your request, we have reviewed the documents included in the above contract (excluding the RFP and response to RFP) and approve the same "as to form" only.

What that means is that I have read the documents and find the essential elements of a contract, i.e., parties identified, consideration, assent when executed by the parties, etc.

Because of the short time I have had in which to review these voluminous documents, I express the following caveat.

There are no industry standards, common definitions, etc. in the data processing systems industry. Because of that, the "contract" must clearly identify the rights and duties of the parties. The purpose of the several contracts we are reviewing as to form is to (1) define our business objectives, (2) establish a time frame to achieve those objectives, i.e., the life of the project, and (3) to establish a budget within which to accomplish the objectives in the established time. Our review in the time given cannot address those issues.

There are numerous documents included in the contract and there are several related contracts. In the time given, we cannot provide a review relating to internal consistency of provisions within a given contract nor are we able to make any comment whatever on the interrelationship of the several contracts.

Because there are numerous documents included in the contract, many of which were generated to deal with County concerns, we suggest the following language be added to the face of the contract:

> "Any inconsistency among the various contract documents or interpretation of this contract shall be resolved by giving the greatest weight to the documents in the following order (the first listed being given the greatest weight):

1. Additional Terms and Conditions
2. Computer Corporation of America's
   Letter of Clarification dated 2/26/87
3. El Dorado County Request for
   Clarification dated 2/23/87
4. Request for Proposal #755-Ø55
5. Computer Corporation of America's
   Final Proposal dated 2/1Ø/87
6. Computer Corporation of America's
   Release Letter dated 3/24/87

Agreement for CCA's Licensed Products
Product Schedule to Agreement for
   CCA's Licensed Products
Maintenance Agreement for CCA's
   Licensed Products
Additional Party Agreement to CCA's
   Escrow Agreement."

DEW:jb
Enclosures

cc: Purchasing
    Data Processing

COMPUTER CORPORATION OF AMERICA'S

LETTER OF CLARIFICATION

2/26/87

Computer Corporation of America

Four Cambridge Center
Cambridge
Massachusetts 02142

617-492-8860

PURCH./SERVICE

FEB 2 1 01 PM '87

26 February 1987

County of El Dorado
Purchasing Office
360 Fair Lane
Placerville, CA 95667

Attention: Anita York, Purchasing Agent

Reference: RFP No. 755-055

Dear Ms. York:

In response to your letter dated 23 February 1987, CCA is pleased to provide the following clarifications:

1) CCA hereby verifies that the proposal submitted to the County on 10 February 1987 constitutes CCA's final proposal.

2) CCA is prepared to make a commitment to provide the County with local technical support for the purpose of assisting in the installation of the software. This technical support will be available within sixty (60) days following hardware installation. Due to the fact that the County will have the same tape in its possession as will have been used to successfully complete the benchmark, the foregoing commitment is being provided in lieu of the liquidated damages clause.

3) In conjunction with the policy for disposition of final proposal documentation, as substitution for item (1)(B) CCA is hereby submitting the following language:

"Since the Vendor's proposal does contain information which is confidential and proprietary to Vendor, the County shall obtain vendor's approval prior to the dissemination of any portions of Vendor's proposal. The County shall request such approval in writing via certified or registered mail identifying those portions of Vendor's proposal for which release in requested. Vendor shall have five (5) working days from receipt of such a request to respond via certified or registered mail. In the event that the Vendor fails to respond after five (5) days, the County shall be entitled to proceed with the release of final proposal information without benefit of Vendor's formal written approval. Vendor also reserves the right to withdraw its proposal prior to preaward release."

4) CCA agrees to be bound by the terms of the Confidentially Statement signed by Mr. Mike Morenstein which addresses protection of materials provided by the County.

5) The County will be supplied with three (3) sets of documentation upon delivery of the software. Should the County require additional documentation, such documentation will be purchased at CCA's then current prices.

6) Following successful completion of the benchmark, CCA will provide the County with the same tape used to perform the benchmark for installation pursuant to the license agreement. Because of this fact, acceptance testing will not be required.

Further, CCA agrees to the statements made in items 7 through 9 pertaining to the benchmark fee, consulting option, and Certificate of Insurance. CCA is in the process of obtaining the Certificate of Insurance and will supply it to the County at that time.

Please feel free to contact this office at (617) 492-8860 or Mr. Dave Engert at (213) 393-9300 should there by any additional questions. We look forward to hearing from you during the week of March 3, 1987.

Sincerely,

Mary L. Meier
Senior Contracts Administrator

MLM:ch

cc: Dave Engert, CCA

REQUEST FOR CLARIFICATION

2/23/87

County of El Dorado

GENERAL SERVICES DIVISION

PURCHASING OFFICE
Mailing: 360 Fair Lane
Location: 345 Fair Lane
Placerville, CA 95667
Phone: (916) 626-2181

February 23, 1987

Computer Corporation of America
429 Santa Monica Blvd.
Suite 620
Santa Monica, Ca. 90401
ATTN: David Engert

RE: RFP #755-055
Mainframe

The County is in the process of reviewing your final proposal and requires clarification on the following items.

1. Page 2 of your final proposal cover letter makes reference to future submittal of a final proposal. It appears to be an editing error, however, the County requires you clarify that the document submitted is your final proposal.

2. Page 2 of your final cover letter states the required liquidated damages clause is under review. The County requires that you respond to the liquidated damages clause before your proposal can be considered for acceptance.

3. You make a statement that your proposal is the proprietary and confidential material of Computer Corporation of America.

   The attached policy for disposition of documentation for RFP 755-055 will be submitted to the Board of Supervisors for acceptance along with the Intent to Award.

   The County requires that you accept the conditions for proposal disposition as stated in the RFP and in the attached before we can consider your proposal for acceptance.

4. Page 9, Section C - Confidentiality, of your proposal requires appropriate language to be subject to review.

   The appropriate language to be included in the contract is the confidentiality statement you signed and submitted to the County with your "Intent to Propose" in the preliminary stages of this procurement. The signed confidentiality statement along with all of the Request for Proposal Document will become a part of the contract.

The County requires that you accept the confidentiality statement as "appropriate language".

5. Page 10, Section G.2 Manuals and Training Materials will not become the property of the County and duplication will not be allowed.

   This stipulation may be acceptable with clarification providing that County shall keep in it's possession training manuals, and copies thereof shall be provided by Contractor upon request during the life of a contract between the County and CCA. Upon termination of a contract County would agree to return all training manuals and copies thereof to CCA.

6. Page 34, Section 11.4.1 of your final proposal reserves the right for CCA to agree to and approve the County's acceptance test..... .

   The acceptance test consists of the functional portion of the Benchmark. The County requires a statement from CCA as to what acceptance test terms are proposed which functionally meet the acceptance test requirements within the RFP.

7. Page 39, Component 2, Table 5 quotes the Benchmark fee of $39,400.00 as an up-front, non-refundable fee.

   The County conditionally accepts this requirement, subject to approval by the Board of Supervisors on the same agenda date as the "Intent to Award". If the Board of Supervisors disapproves the Benchmark fee, then you would be allowed to withdraw your proposal.

8. Your consulting fee of $13,000.00 included as an option on Page 45 is being considered as an optional one-time cost, however, we wish to inform you that it is an option which we find acceptable and desirable, and it will be included in the event of a contract agreement between CCA and the County.

9. Page 49, License Agreement, Section 2 precludes your commitment for thirty (30) days advance notice of cancellation on behalf of your insurance carrier.

   The County's intent on the insurance requirement is that prior to award of a contract your insurance carrier will submit a "certificate of insurance" verifying that you have coverage as required by the RFP, and that certificate shall provide a statement by the insurance carrier that the County will be provided with thirty (30) days prior written notice of cancellation by the insurance carrier.

   This is common practice in the insurance industry and may not be a problem however, the County requires that you review the entire insurance requirement with your carrier and that the County receive a response to the insurance requirement prior to the contract award date.

If the above stated items can be clarified and/or agreed upon between CCA and the County, then the County will be able to accept your final proposal. As we are still on schedule for March 3, 1987, as an intent to award date, it is critical we clarify these proposal items as soon as possible. Both Bruce and I will be available for further discussion with you upon your receipt of this correspondence.

The County formally requests that we receive your response to this letter in writing not later than 5:00 P.M., February 27, 1987.

Anita York
Purchasing Agent

AY:sg
cc: Bruce Brubaker
Attachment

FINAL PROPOSAL

Computer Corporation of Am

Suite 620
429 Santa Monica Boulevard
Santa Monica
California 90401

213-393-9300

February 10, 1987

RFP #755-055

FINAL PROPOSAL

Anita York
Purchasing Agent
County of El Dorado
General Services Division
360 Fair Lane
Placerville, CA 95667

Dear Ms. York:

On behalf of CCA, I am pleased to present El Dorado County with our Final Proposal in response to the County's Request for Proposal #755-055.

All of the literature required as Volume IV of the Detailed Technical Proposal has already been sent under separate cover (Box #2 - it is clearly marked to refer to RFP #755-055). Enclosed is CCA's response to El Dorado's requested Additional Terms and Conditions to CCA's LICENSE and MAINTENANCE Agreements.

CCA's Final Proposal is relevant to Components 2, 3, and 4 of the County's RFP. However, detailed information for Component 4 falls under the County's guidelines for a public domain Property Tax Information System for a California county. This county is Ventura County. All verification as to the viability and usefulness of Ventura County's Property Tax System is the responsibility of El Dorado County as outlined in the RFP. It is noted that Ventura County's Property Tax System complies with El Dorado County's requirements for the applications to be written in the 4th Generation Language and Data Base Management System bid for Components 2 and 3.

CCA is bidding the following products in response to Components 2 and 3 of the RFP:

MODEL 204 DBMS

WORKSHOP/204 (application development tools which include User Language 4th G.L.)

ACCESS/204 (report writer and end user query)

MODEL 204, WORKSHOP/204, and ACCESS/204 operate in all IBM OS operating systems including MVT, OS/VS1, and MVS; DOS/VS and DOS/VSE operating systems; and in the VM environmemt. In the VM environment, MODEL 204 executes directly in CMS or in any of the above operating systems except MVS. The architecture of MODEL 204 provides excellent performance in all operating system environments.

Thank you for your time and interest. I look forward to participating in the remainder of your RFP process, and submitting our final proposal at a later date.

The request for consideration of the Liquidated Damages Clause in the Contract has been requested too close to the final proposal date, and therefore CCA cannot formally reply to this request now. It is under review at this time.

Regards,

David M. Engert

David M. Engert
Senior Sales Representative

DME/bb

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VOLUME I - RESPONSE TO REQUIREMENTS

SECTION 1. GENERAL

COMPUTER CORPORATION OF AMERICA: THE TECHNOLOGY BASE OF MODEL 204

Computer Corporation of America has the longest history and strongest research and development heritage of any database management software vendor. Since its founding in 1965, Computer Corporation of America has established itself as a recognized leader in advanced database technology. No other DBMS vendor, including IBM, can approach Computer Corporation of America in either theoretical or applied data management technology. Computer Corporation of America is unique among commercial DBMS vendors because it applies the fruits of advanced computer science research to its commercial products. This technology transfer is the basis for important technological advances in the commercial marketplace that result in bottom line business benefits.

Computer Corporation of America conducts ongoing advanced research in four key areas: intelligent database systems, distributed database management systems, user interfaces, and advanced database systems. Computer Corporation of America's long history of achievement in these areas includes such milestones as:

SDD-1, the first demonstrated, general purpose distributed database system designed to run on a set of geographically dispersed processors. The system embodies novel solutions to the problems of concurrency control, netework data integrity, and distributed query processing.

COMET, the first general purpose, interactive electronic mail system for message composition, distribution, filing, and retrieval.

SDMS, the first keyboard-free user interface to an online database. Its graphical interface uses symbols to interact with the database.

User Language, the first 4GL integrated within a DBMS.

LDM/DDM, the first pair of database systems written in Ada for local and distributed database management and based on a semantic, post-relational data model.

Current Research and Systems projects include a graphics-oriented, professional workstation for database designers and administrators. It provides automated assistance for the specification, design, and evaluation of both centralized and distributed databases.

A truly portable DBMS system, based on Ada (the government's standard for programming languages), is being developed for commercial use. It employs a new data model developed at Computer Corporation of America, the functional data model, and will incorporate DBMS capabilities into the Ada language.

MODEL 204 began as part of a research project conducted by Computer Corporation of America for the Department of Defense in 1966. The project's objective was to develop an advanced data model for rapid retrieval of information from very large databases. The project also focused on developing an advanced high-level language that could easily be used by non-programmers. Some data processing historians believe MODEL 204's User Language to be the first example of a true fourth generation language. User Language has evolved into the most powerful application development language available for a DBMS.

Since its inception, MODEL 204 has constantly been refined in new releases and updates to those releases. Computer Corporation of America is proud of the fact that the design and development of each component of MODEL 204 has been accomplished exclusively inhouse.

MODEL 204's DATABASE DESIGN PHILOSOPHY

"Great engineering is simple engineering. Ideas which become too cumbersome, inflexible, and problematic tend to be replaced with newer, conceptually cleaner ideas which compared to the old, are aesthetic in their simplicity."*

Simple, elegant system design is the hallmark of the MODEL 204 database management system. It is the designers' creed here at Computer Corporation of America. We agree with Martin that complex problems are often broken down into simple forms and that sophisticated design does not necessarily mean cumbersome design. MODEL 204 is an integrated DBMS system that combines system interfaces, tp monitors, and host language interfaces in a single, integrated nucleus. Other DBMSs consist of separate component packages. These packages must use cross-region communication that slows down performance. In benchmark after benchmark MODEL 204 wins because only an integrated architecture yields higher performance.

What does an elegant system design mean? It means an extraordinary degree of data independence without the price of decreased performance. MODEL 204 uses indices or inverted lists to access data. MODEL 204's index implementation achieves the flexibility of relational systems, with the power of hierarchical or network systems. Because it is relationally based, MODEL 204 does not lock you into a single view of your data. Data relationships are easily created and recreated because these relationships are logical, not physical, in nature. And, because of the simplicity of the relational data model, users do not have to learn complicated data structures defined by systems personnel.

MODEL 204's elegant system design includes the ability to dynamically create files and field relationships without bringing the system down and interrupting work. MODEL 204's unique architecture allows these important data maintenance tasks to be performed online, at any time.

*Martin, James, "Principles of Database Organization", Prentice-Hall, Inc., Englewood Cliffs, N.J., 1977.

13he few commands needed to execute these system functions are easy to use. Database designers, users, and support staff will appreciate this dynamic maintenance flexibility that is unmatched by other major commercial database systems.

Elegant system design means a single data access language. Learning time is reduced because only one facility must be learned to access data from a host language program or write a fourth generation query procedure.

Elegant system design means no limits to the number of qualifiers placed on a query because of MODEL 204's index implementation that permits fast, multiple key retrieval. As many qualifiers as appropriate can be specified to form a query allowing more creativity in the way an organization uses data. And creative solutions to business problems translate into a competitive edge.

Elegant system design means a system that anticipates emergencies. MODEL 204 provides for several levels of recovery. Transaction backout automatically backs out an incomplete transaction in a number of different situations. System-level recovery provides recovery of all files in the event of a system crash. File-level recovery provides for individual file integrity in the event of physical damage to a file.

Elegant system design means a system that adapts to you. We isolated operating system dependent code so that you can easily migrate from one operating system to another. MODEL 204 runs exactly the same in OS, CMS, or DOS (although it does take advantage of special performance features specific to each environment). This means complete application portability among operating systems. Our transparencies make migrating to a database environment easy. The file conversion process is greatly simplified through the use of our VSAM transparency that preserves COBOL application investments.

Elegant system design automates the processes that can best benefit from automation (like our buffer management scheme) but retains the flexibility to determine the degree of automation for others (such as deferral of index updates.)

Elegant system design means the ability to control your data resources without negatively impacting productivity. Files can be dynamically added to an online run, created and allocated, or removed from an online run for backup or recovery without impacting other users.

Elegant system design is our design philosophy. MODEL 204 requires a minimum of specialist support and specialized knowledge to build and maintain applications. There are no predefined schemas. The system defaults are acceptable choices for many applications. Dynamic reconfigurations of MODEL 204 are accomplished easily. MODEL 204 can be used by small shops with relatively little technical expertise as well as by larger shops already proficient in database administration.

WHY CUSTOMERS CHOOSE MODEL 204

PERFORMANCE

Most database systems force users to decide among performance, flexibility, or ease-of-use. MODEL 204 provides all three. Because most other systems do not allow these criteria to exist simultaneously in one system, the data processing community has come to believe that it is technically impossible. It isn't. Intelligent, advanced design can provide all three features in one system. MODEL 204's ease-of-use and flexibility is matched only by its performance. Designed to handle large volumes of data and transactions, it provides superior online transaction rates in excess of 40 per second. MODEL 204 has handled as many as 800 simultaneous users accessing a 15 gigabyte database with less than two second response time.

FLEXIBILITY

MODEL 204's design makes possible an extremely dynamic system that can be easily modified. Change is easily accommodated at many levels within the system. The ability to readily modify field attributes, to dynamically increase file space, to easily create data aggregations, and to smoothly migrate from one file or operating system to another are but a few examples of MODEL 204's multi-leveled ability to accommodate system change.

EASE-OF-USE

Human factors are a design priority at Computer Corporation of America. Consequently, ease-of-use exists at all levels within MODEL 204.

System administrators will appreciate MODEL 204's low administrative overhead. The system is easily tailorable, which simplifies maintenance and modifications. File space can be easily increased. And access control can be implemented to a very fine level within MODEL 204.

Programmers appreciate MODEL 204's easy to use 4GL, User Language, that provides powerful programming functions. WORKSHOP application development facilities automate routine programming tasks so programmers can concentrate on the really tough applications that challenge their abilities. WORKSHOP's application prototyping environment increases programmer effectiveness and user satisfaction.

End users appreciate the menu-driven environment that MODEL 204 can provide for them. Information can be accessed or added through PF keys, menu selections, or screen forms.

Finally, MODEL 204 is a system that can evolve as an organization's computer expertise evolves. Typically, as users become more sophisticated in their use of technology, they want to develop more complex applications. By giving users technology they can grow with, an organization can maximize its technology investment and promote greater organizational effectiveness.

DATA HANDLING CAPABILITIES

MODEL 204 was designed to accommodate large data and transaction volumes and provide excellent response time. One customer system provides data on several million clients with thousands of users concurrently accessing this information. MODEL 204 can manipulate data from other systems and can also rapidly load this data into MODEL 204 format. Its ad hoc capabilities allow easy and timely information access and update. MODEL 204 can support up to 513 billion records and an unlimited number of fields.

MODEL 204's data storage mechanisms provide independence of logical and physical file structures. In particular, multiple record types can be physcially clustered on the same disk area. This can provide major performance gains for applications that need to retrieve against multiple relations.

RESPONSIVENESS TO CHANGE

MODEL 204 and WORKSHOP provide insurance that your investments aren't obsolete before they have cost-justified themselves. Your business won't get locked into initial solutions that can quickly become outdated. Our rapid prototyping environment and flexible database structure that are designed to be modified ensure that an organization's information resources are always current and appropriate to the prevailing business environment.

AN OVERVIEW OF THE MODEL 204 FAMILY OF PRODUCTS

MODEL 204 DBMS is a complete relational-like database management system (DBMS) designed from the onset for high performance and high productivity in an online environment. It interfaces (optionally) to all IBM teleprocessing access methods and runs in the OS, DOS, and VM/CMS IBM operating systems. All programs and files are transportable across all operating systems without any changes. MODEL 204 has a high level, fourth generation language called User Language. User Language and all data definition facilities are native to the system nucleus and have been since the product's beginning.

The Basic System is composed of MODEL 204's online multi-user System Nucleus; SYSTEM COMMAND LANGUAGE; Host Language Interfaces to COBOL, PL/1, FORTRAN, and ASSEMBLER: MODEL 204 System Utilities (including FASTLOAD); special performance enhancement software; File Group Support; Security; Recovery; System Accounting Facilities; teleprocessing interfaces, Dictionary 204 and User Language.

DICTIONARY/204 actively manages and controls all information about the MODEL 204 system.

USER LANGUAGE is MODEL 204's high level 4th Generation Language. USER LANGUAGE source code is identical in all IBM operating systems and offers the same performance features in OS, CMS, or DOS environments.

WORKSHOP/204 and its PC/WORKSHOP option comprise an integrated application development environment for building MODEL 204 database applications.

Developers can use WORKSHOP/204 to work directly with end users in prototyping their applications on a terminal screen. Data is defined to the system, files are generated, and views are created by entering descriptive information into a forms-driven grid. Screens are automatically generated from the data definitions, and User Language applications are built for each view created by the system. Online query/update capabilities permit direct retrieval and terminal display of reports via authorized database views. Using CCA's fourth generation User Language, programmers quickly generate applications code, test it, debug it, and later maintain it - all at their development workstations. A special PC/WORKSHOP option permits most WORKSHOP functions (with the exception of running and testing the final program) to be performed entirely at a personal computer.

WORKSHOP/204 is forms-driven. Each facility can be invoked from within other facilities or directly from the MODEL 204 command line. Many facility-specific commands are cursor sensitive. A cursor is positioned over a selection and a PF key is pressed to execute that function.

Each facility automatically documents its results in the data dictionary. Programmers can augment the system-controlled dictionary with their own documentation using the data dictionary's documentation facility. Several facilities also have the ability to inventory the various components already produced with those facilities.

WORKSHOP facilities assist the programmer in:

- Defining databases.
- Automatically generating screens and programs.
- Designing screens.
- Editing User Language code.
- Defining an application subsystem.
- Creating test data.
- Testing.
- Documenting applications.

ACCESS/204 is a decision support tool for business people who need to access mainframe data but who have little or no computer experience.

Forms-driven and syntax free, ACCESS/204 uses views to create ad hoc queries and reports from the MODEL 204 database. These views are composed of names that users can identify with, and allows users who share the same data to work with subsets of that data (for example, the PERSONNEL file could have one view dealing with STATISTICS, another with EMPLOYEE INFORMATION, etc.). Users do not have to become familiar with the physical organization of the database, and always work with the current state of the database, not a copy of it. ACCESS/204 is a mainframe-based product, although it also can be accessed through PC-based 3270 emulation.

With ACCESS/204, users have direct but controlled access to database information. Users can browse through current production data, select the information they need, format that information into reports or count and display that information at their terminals. A range of selection criteria (equalities, inequalities, ranges, simple or complex Boolean conditions) lets users formulate both simple and complex queries.

Users can create "derived fields" (fields that are created from other database fields but that are not formally specified in the database) that allow them to play "what if" with corporate data. For example, to see the effects of a price increase of 15%, a user can create a NEW PRICE field that consists of an existing CURRENT PRICE field multipled by 15%.

Users can choose between the default report format or they can create their own by identifying: the order of the fields in a report; row and column spacing and headers; and functions being performed (control breaks, sorts, totals, or summations). Users can direct output to a variety of system printers and locations. For example, a user in Boston could specify that output be sent to a printer in Washington. Output can also be directed to a dataset or CMS reader, for inclusion in a report produced with a mainframe text processing package.

Users can save both queries and reports. If a department needs a standard monthly report, a user can invoke the stored query, and simply change the selection criteria for that month (for example, list inventory locations that are below a certain amount for the month of January.) The ability to document queries facilitates task sharing so that report generation can be performed by anyone with appropriate security.

ACCESS/204 is PF-key driven. Most commands are executed at the touch of a PF key, and PF key settings are consistent throughout the product (for example, PF1 always activates the HELP function). Users do not need to know or remember view names. Upon request, users can automatically get a list of all view names and descriptions. The "?" can be used at any point to prompt the user for required input.

IMAGINE is an on-line query and report writing system for the CICS environment. Like ACCESS/204, IMAGINE permits the interactive definition of reports, using a menu-driven user interface. IMAGINE, however, is DBMS-independent. It can access MODEL 204, VSAM, IMS, and DB2 files as well as other external databases. And, it allows you to integrate data from all these sources into a single view.

IMAGINE executes under CICS in DOS and MVS operating system environments.

PC/204 provides a fully integrated micro-mainframe operating environment designed especially for end users. The rich functionality of this product significantly enhances PC capabilities by allowing users to:

- Retrieve selected data from the mainframe MODEL 204 database and automatically load it into popular PC spreadsheets or databases such as Lotus 1-2-3 and dBASEIII.
- Upload data to the mainframe for controlled MODEL 204 database updating.
- Tap mainframe storage as a virtual PC directory.
- Cost-effectively transform a PC into an IBM 3270 terminal.

These capabilities are enhanced by a fully menu-and form-driven interface that acts as a window to the MODEL 204 world, as well as to the universe of popular PC products. PC/204's expandable menu provides the PC user with one interface for all tasks whether they are PC-based (Lotus 1-2-3, dBASEIII), or mainframe-based (MODEL 204 applications).

SECTION 2. ADMINISTRATIVE RESPONSE

A. PRODUCTIVE USE REQUIREMENTS

1. Customer-In-Use

For components 2 and 3, each item of software covered in this response meets the customer "installed" and "in productive use" requirement of March 1, 1987. Component 4 is in the public domain at a California county.

2. Reliability Data

In CCA's opinion, this section does not apply to Components 2, 3, and 4.

3. Customer References

It is interpreted by CCA that this section applies to Component 1 and therefore is not to be addressed for responses relevant to Components 2, 3, and 4.

4. Remedies for Exception

This section is acceptable.

B. VENDOR FINANCIAL RESPONSIBILITY

This section is acceptable.

C. CONFIDENTIALITY

This section is acceptable, however, the sentence "Appropriate language must be in the contract", as it relates to CCA's security precautions for County information, will have to be reviewed in the terminology in the contract before any contractual obligations can be agreed to.

D. INSTALLATION

N/A for Components 2, 3, and 4.

E. CONDITIONS TO BE EXAMINED

This section is acceptable.

F. MAINTENANCE

N/A for Components 2, 3, and 4.

G. TRAINING

1. Training Plan

The plan is attached (see Customer Education Schedule). Training times are acceptable.

2. Manuals and Training Materials

These materials are provided and available during CCA conducted classes for County personnel.

Training materials will not become the property of the County and duplication will not be allowed.

3. Ongoing Training

Ongoing training is available on a contracted basis. CCA support during implementation is available and information on costs will be supplied as needed according to the regulations of this RFP.

H. OTHER ADMINISTRATIVE REQUIREMENTS

This is acceptable.

2.1.1 MODEL 204 operates in all IBM OS operating systems including MVT, OS/VS1, MVS and MVS/XA; DOS/VS and DOS/VSE operating systems; and in the VM environment. In the VM environment, MODEL 204 executes directly in CMS or in any of the above operating systems except MVS. The architecture of MODEL 204 provides excellent performance in all operating system environments.

MODEL 204 requires a minimum of approximately 670K bytes of virtual storage for an online configuration. Additional memory will be needed as more users are supported to improve response time by increasing buffer areas and internal table sizes.

Assuming storage on 3380s, about 63 tracks are required for a complete set of load modules and another 147 tracks for the object and macro modules. This is approximately 7560 blocks and 9264 blocks respectively on FBA devices. Once the object modules are linked into load modules, they do not need to be kept online. They may be needed for relinking when system updates are distributed (depending on the nature of the update and environment-specific considerations).

2.1.2 An additional 500 tracks on a 3380 and additional 250K are recommended for the initial use of our WORKSHOP and ACCESS products. They operate in the same environment as in 2.1.1.

2.1.3 Yes. Sequential files can be generated in MODEL 204 which can then be read by other application programs. Refer to the User Language Manual, Page 5.16, Section 5.3.2 - 'Use Command'.

Under CICS, a USER LANGUAGE program has the ability to identify a CICS transaction and trigger its execution. In addition, the request can communicate with the identified CICS program with SEND, RECEIVE, and SIGNAL PROCESS, User Language statements. Another means of communicating with a CICS transaction is the Transfer Control construct. A User Language request has the ability to identify a CICS transaction and transfer control to that application. In addition, the request is allowed to pass a parameter area to the CICS application. In effect MODEL 204 4th Generation Language has the ability to call a CICS subroutine.

PC/204 allows the end-user of the MODEL 204 system to download mainframe data directly into PC based applications. Data is downloaded from the mainframe to the PC in either of two universal data formats: DIF or ACSII-COMMA. In addition, PC/204's expandable menu provides the PC user with one common interface for all tasks whether they are PC-based (Lotus 1-2-3, DBASE3), or mainframe-based (MODEL 204 applications).

2.2.1 Yes. Refer to the System Overview, Page 78 - 'File Maintenance'.

2.2.2 Yes. For more details, refer to the Users Language Manual, Page 3.7, Section 3.5 - 'Counting Records'. A 'Retrieve' example:

```
AFIND:  FIND ALL RECORDS
BCOUNT: COUNT RECORDS IN AFIND
TCOUNT: IF COUNT IN BCOUNT EQ 0 THEN.....
```

2.2.3 Yes. Figure 28 in the System Overview gives an example of all three operations. Refer to the System Overview, Page 74 - 'File Maintenance'.

2.2.4 Yes. All logical entities are values in a table. In fact, MODEL 204's way of storing data is especially efficient. Refer to the System Overview, Page 8 - 'Characteristics Of MODEL 204's Fields'.

2.2.5 Yes. Every coulmn in every table can be defined as a key. Refer to the System Overview, Page 8 - 'MODEL 204's Fields'.

2.2.6 Yes. Every column in every table can be defined as key. Refer to the System Overview, Page 8 - 'Characteristics Of MODEL 204's Fields'.

2.2.7 Yes. In fact every element in a MODEL 204 data base is accessible by specifying table name and any column name. Specifying a primary key value is not required.

2.2.8 Yes. For a) through d), refer to the System Overview, Pages 36-37 - 'Dynamic Database Definition, Creation, Maintenance'. Also Page 30 - 'Keeping Track Of Your Data: The Data Dictionary'.

e) Integrity constraints are enforced programmatically and when using our PAINTER facility.

f) MODEL 204's variety of security features are described in the System Managers Guide, Page 505, Section 29.0 - 'Security'.

g) Refer to the User Language Manual, Section 22.0, Page 22.1 - 'Data Recovery'.

2.2.9 Refer to the Dictionary And Data Administration Guide, Section 2.0, Page 2.1 - 'View Management'.

2.2.10 We have two ways to access multiple tables, by Cross Referencing (refer to the User Language Manual, Section 17.1.7, Page 17.10) or using File Groups (refer to the User Language Manual, Section 17.2.2, Page 17.6).

2.2.11 Yes. Data entry validation can be performed automatically using our PAINTER facility, or programmatically in a centralized subroutine where it is possible to specify user defined rules and error messages.

2.2.12 Yes. In fact MODEL 204 allows for additional data access capabilities. Refer to the System Overview, Page 70 - 'Flexible and Efficient Information Retrieval'.

2.2.13 Yes. A logical view can be derived from any element contained in the data base. View Management is discussed in the Dictionary and Data Administration Guide, Section 2.0, Page 2.1 - 'View Management'.

2.2.14 Yes. Refer to the System Manager's Guide, Section 7.5, Page 86 - 'BATCH2 Program'.

2.2.15 Yes. Once a view is defined, only elements of that view need to be specified to retrieve data.

2.2.16 Yes. User defined rules and error messages can be stored in centralized subroutines and tables which can be called each time a data entry error is detected.

2.3.1 Yes. Program independence from the control program is substantiated by the fact that no conversion of programs (or data) is required when hardware and/or software configurations change. Refer to the System Overview, Page 51 - 'Application Portability Among Systems'.

2.3.2 Yes. Refer to the System Overview, Page 38 - 'Redefining And Adding Fields'.

2.3.3 Yes. Refer to the File Managers Guide, Page 87, Section 6.0 - 'Specifying And Changing A Field Description'.

2.4.1 Yes. Refer to the System Overview, Page 28 - 'Maximizing Data Access: Sharing At The Record Level'.

2.4.2 Yes. Refer to the User Language Manual, Page 21.6, Section 21.3.1 - 'Find And Reserve Statement'.

2.4.3 MODEL 204 uses record level enqueuing to manage simultaneous updates to the same record by multiple users. Resource enqueuing (i.e., lock-out) occurs only at the record level and arises only when multiple users are sharing one database file and one or more users attempt to perform file maintenance (e.g., updating) on identical records retrieved from that file. When a user is notified that a requested record is not available, the user can either direct MODEL 204 to cancel the request, or direct MODEL 204 to try again immediately, or wait a specified time interval and direct MODEL 204 to again attempt to perform the update.

MODEL 204 performs record level enqueuing in two modes:

* Share. A lock in share mode allows one or more users to read a database file. Any number of users have shared control of a record or record set concurrently.

* Exclusive. A lock in exclusive mode allows a single user to update a database record. An exclusive lock is not compatible with other exclusive locks nor with any shared locks.

An exclusive lock is held for the length of the update unit. The actual length of the update unit is determined by the number of transactions that comprise a complete logical transaction. Update units can span multiple User Language statements, multiple User Language screens, even multiple User Language procedures. MODEL 204 imposes no restrictions as to the length of an update unit, which ensures logical consistency and is maintained across logical transactions. The end point of a transaction is usually designated by the "COMMIT" statement.

If a locking attempt fails, the user must decide whether to cancel the request or try again. First the user will receive a message noting that the locking failed and then will be queried: "DO YOU REALLY WANT TO TRY AGAIN?" The user can respond as follows:

1. Reply N thereby cancelling the request.
2. Reply Y and try to lock again immediately.
3. Wait a second or two and reply Y.

Alternatively, MODEL 204 also allows the application developer to specify the action that is to be taken if a record lock fails. The action to be taken is specified by using the ON FIND CONFLICT statement. The implementation of this structure would insulate the end user from having to make ANY decisions to abort a transaction if a lock were to fail. The application developer will have decided upon the action the program will perform when a lock fails, and when and if a lock fails the program will take an alternative approach to complete the transaction, all completely transparent to the end user of the application.

2.4.4 Yes. MODEL 204 imposes no restrictions as to the number of screens which can be used to form a logical transaction. Transactions are defined by the start of an update unit and end with the 'COMMIT' statement. One logical transaction can span multiple User Language applications. Refer to the User Language Manual, Page 22.2, Section 22.2 - 'Update Units'.

2.4.5 Yes. Refer to the System Overview, Page 47 - 'Transaction-Level Recovery'.

2.4.6 Yes. With the PAINTER facility, one can specify the editing option 'verify'. Refer to the Workshop Application Development Guide, Page 5.39 - 'VERIFY' or in User Language:

Example: IF ITEM NE "

2.4.7 Yes. In User Language:

Example: IF KEY NE "

2.4.8 Yes. Data definitions are stored in the Dictionary. All our tools as well as our Host Language Interface facility access that Dictionary. Only if the System Administrator specifically elects to bypass the Dictionary (which might be desirable when prototyping or testing) will data definitions be ignored.

2.4.9 Yes. Our PAINTER product allows for these definitions. Refer to the Workshop Application Development Guide, Release 2.1, Pages 5.35 through 5.40, Section 5.8.2.

2.4.10 Yes. Refer to the Workshop Application Development Guide, Release 2.1, Page 5.38 - 'Domain'.

2.4.11 Yes. But not all domain restrictions are placed in the Dictionary and are not automatically checked. Restrictions can easily be coded in generalized subroutines. The restrictions imposed by Painter, which are documented in the Dictionary, are described in the Workshop Application Development Guide, Page 5.35, Section 5.82.

2.4.12 Yes. Further restrictions can be coded. We do not believe that the DBMS tool should restrain the user from overriding the constraints from the domain, but the System Administrator should be given that option.

2.5.1 Yes. For "fine tuning" refer to the System Overview, Page 48 - 'Online Monitoring And Tuning'. For "adjustments to data base structures, access paths" refer to the System Overview, Page 40 - 'Data Independence'.

For "disk storage allocations" refer to the System Manager's Guide, Page 327, Section 18.1 through 18.5.

2.5.2 Yes. Multiple concurrent applications are supported in a true multi-threaded fashion with MODEL 204 switching control rapidly from process to process at the I/O level and below. The monitor for doing this uses a highly sophisticated priority scheduling and aging of tasks for high throughput and CPU utilization. The system simultaneously supports USER LANGUAGE, Host Language Interfaces and batch and online users. The maximum number of simultaneous users is 30,000. In this context, a "user" represents either a person at a terminal or an application program thread concurrently connected to MODEL 204. Also refer to the System Overview - 'Multi-Threaded Updates'.

2.5.3 Yes. MODEL 204's comprehensive features for analyzing performance are described in the System Manager's Guide, Page 275, all of Section 17.0.

2.5.4 Yes. Refer to the System Manager's Guide, Page 327, Section 18.1 through 18.5.

2.5.5 Yes. We have two possible ways of accomplishing this: Refer to the User Language Manual, Page 9.1, Section 9.0 - 'Value Loops', and Page 10.9, Section 10.1.8 - 'File Records Statement'.

2.5.6 Yes. For a description of how the physical data base is generated refer to the Dictionary And Administration Guide, Page 9.1, Section

9.0. For the description of how the end-user is shielded from knowledge of the physical file organization through VIEW MANAGEMENT, refer to the Dictionary and Data Administration Guide, Page 2.1, Section 2.0.

2.5.7 Yes. Refer to the the System Overview, Page 8 - 'Characteristics Of MODEL 204's Fields', and Page 11 - 'Extending The Relational Model: Records'.

2.5.8 Yes. Refer to the System Overview, Page 21 - 'File Groups: Your Imagination Is The Limit'.

2.5.9 No, but our own buffer management system which takes into account our access method supercedes that requirement. Also, refer to the System Overview, Page 26 - 'Reducing I/O Overhead: Buffer Management'.

2.5.10 Yes. There is no limit imposed by MODEL 204 in any practical sense. We can support up to 16,000 files.

2.5.11 Yes. A MODEL 204 file may contain 4,096 field names, 255 characters per field (each field can occur multiply any number of times), 16 million records per file and 16,000 files.

2.5.12 Yes. 16,000 file may be open concurrently.

2.5.13 Yes. One way is to use File Groups. As many as 255 files can comprise a single File Group. In MODEL 204 files can be dynamically joined and operated on as a single unit. Refer to the System Overview, Page 74 - 'Dynamic Joins'.

2.5.14 Yes. Refer to the System Overview, Page 74 - 'Dynamic Joins'.

2.5.15 Yes. 16,000 files would be the limit per report.

2.5.16 Performance characteristics can not be determined or guaranteed at this time due to the unknown and complex nature of many factors contributing to the performance of the entire environment, such as operating system, TP monitor, transaction type, networking configuration, database design, etc.

2.5.17 The SYSTEM COMMAND LANGUAGE is a comprehensive set of online System Control Commands that are instructions to MODEL 204 to perform a system level operation. Thus, the application developer learns only a single language to enable MODEL 204 to perform system level operations. This is the same language that is used by the DBA and the System Manager. Consequently, all of the parties interested in a particular problem speak the same language. In addition, since these commands are issued dynamically, virtually all important MODEL 204 functions can be performed online. This "single syntax" capability greatly reduces training time and allows total system support to be accomplished by a relatively small number of personnel.

2.5.18 See the Workshop Application Development Guide, Page 4.1, Section 4.0. Samples of generated code are in Section A.0, Page A.1.

2.5.19 The Priority Scheduler allocates resources to individual applications based upon their service requirements. There are three priority classes: LOW, STANDARD, and HIGH. Within each class is a range of internal priorities, so that all members of a given class are not necessarily treated equally.

If it is known in advance which users will be CPU-bound, they can be assigned a low priority. In addition, if the system sees that a user is CPU-bound, it will automatically decrease that user's priority. An aging feature ensures that low priority users do not wait indefinitely.

Examples of system parameters that are settable by the System Manager are the CPU time slice allotments for CPU-bound and I/O-bound users, the minimum and maximum number of page buffers that must be allocated by MODEL 204, and the MODEL 204 modules that are to be fixed in memory, if any, in order to reduce paging I/O (valid only for VS and VSE environments).

A user parameter that affects performance and can be set by the user is his priority. However, this setting is overriden by the priority associated with the user's LOGIN password if such a priority is specified. LOGIN passwords and the priority associated with each password are specified only by the System Manager.

The buffer management scheme employed by MODEL 204 uses shared buffers to save resources. In addition, the most frequently used pages of data are kept in core so that they are readily accessible. The number of buffers to be allocated is a system parameter that is set before MODEL 204 is initialized. Refer to the System Managers Guide, Page 158, Section 8.22.

2.5.20 Refer to the System Overview, Page 48 - 'Online Monitoring And Tuning'.

2.6.1 Yes. MODEL 204 offers a complete range of integrity and protection facilities. These features provide for the following levels of recovery:

1. System Level
2. Transaction Level
3. Fixed Media Failure
4. Physical Database Backup

In system level recovery, checkpoints are used to help detect changes made to the file. Before-images are written to a checkpoint dataset before the actual change is implemented. After-images (or updates) are written as journal entries that reflect each logical change made to a file. If a system crash occurs, MODEL 204 is brought up and the restoration process begins. Files are automatically recovered to the last complete transaction. The checkpoint dataset is read and before-images are applied to the broken files, restoring those files to their state at the last checkpoint. After-images are then reapplied individually from the journal. No operator or user intervention is required for this type of recovery operation.

Transaction level recovery supports the cancelling of database updates by an application. Transaction backout works in two ways. First, a transaction can abort automatically because of an application or transaction failure. Second, a transaction can abort programmatically, on request.

MODEL 204 media recovery is a process of restoring a MODEL 204 database file from a backup version of that file, and then using the roll forward facility to reapply the updates that were made to the file since the time of the backup. Updates are obtained from a MODEL 204journal written by runs in which updates were performed. The media recovery facility automatically performs the roll forward functions. Media recovery would be employed when the physical storage device becomes damaged.

Invocation of MODEL 204's DUMP/RESTORE utility provides a means of protecting MODEL 204 files. The DUMP command takes a "snapshot" of a MODEL 204 database at a particular point in time. The DUMP command is extremely efficient because the system simply reads and writes full-page images. During the execution of the DUMP, applications can continue to update the affected file. These updates will be reflected in the restored copy of the file.

2.6.2 Yes. Included in response to question 2.6.1.

2.6.3 Yes. Processing collected audit type information can be accomplished by using any combination of the following: the MODEL 204 utility AUDIT204, user written programs, the MONITOR command, and the IBM System Management Facility (SMF).

2.6.4 Yes. Refer to the User Language Manual, Page 22.1, Section 22.0 - 'Data Recovery'.

2.6.5 Yes. Refer to the User Language Manual, Page 14.40, Section - 'On Units'.

2.6.6 Yes. Refer to the File Managers Guide, Page 193, Section 12.0 - 'Dumping And Restoring A File'.

2.6.7 Yes. Refer to the System Overview, Page 48 - 'Fixed Media Recovery'.

2.6.8 Yes. Refer to the File Managers Guide, Page 281, Section 18.0 - 'Transaction Backout', first paragraph.

2.6.9 Refer to the User Language Manual, Page 14.40, Section 14.6 - 'On Units'.

2.6.10 Yes. Refer to the System Overview, Page 48 - 'Fixed Media Recovery'.

2.7.1 Yes. Refer to the System Overview, Page 143 - 'Implementing A Range Of Security Controls'.

2.7.2 Yes. MODEL 204 supports encryption at two levels: system level, and application level. System level support entails defining a MODEL 204 field with the "Coded" attribute. At the application level, execution of the $ENCRYPT function would provide an application developer a programmatic alternative to data encryption.

Employment of system level encryption (coded fields), actually is used as a vehicle to decrease disk space overhead. If disk space is somewhat restricted, the coded field attribute should be selected if the

field values are long and there are a small number of unique values relative to the number of records in the file. A state field is a prime example. Disk space overhead is reduced because a field code is actually being stored in the record, not a literal state value.

For a discussion of Password Dataset Encryption refer to the System Manager's Guide, Page 505, Section 29.1.

2.7.3 Yes. Refer to the response to question 2.7.1 (except for g).

g) Refer to the Dictionary And Data Administration Guide, Page 2.5, Section 2.3 - 'Special Features Of View Fields' and Access Administrators Guide, Page 54 - 'Name View Screen'.

2.7.4 Yes. All MODEL 204 security violations are logged to the Audit Trail. The message control (MSGCTL) command can be used to suppress or alter the display of security violation messages. The same log can be used for recovery and audit. The log dataset is secured like any other dataset in a given computer installation.

Most MODEL 204 installations load their Audit Trail into a MODEL 204 database for reporting purposes. Many installations also use SAS to analyze this data.

2.7.5 Yes. Refer to the System Manager's Guide, Page 524, Section 29.4.2 - 'Password Table Entries'.

2.8.1 Yes. All MODEL 204 database views are stored in the data dictionary. One individual view contains attributes (characteristics) about all the physical database entries associated with that view. MODEL 204s SCREEN AND ACTION GENERATOR is used to generate the basic building blocks of an application: screen and programs. This facility uses dictionary views to automatically:

* generate screens

* generate programs that use these screens to perform processing actions (retrieve, display, update, delete).

All screen items in the SCREEN AND ACTION GENERATOR are automatically cross-referenced to the generating view field and to the physical fields stored in the database. Refer to the Dictionary And Data Administration Guide, Page 3.15, Section 3.2.3.

2.8.2 Yes. Data Definition for Views would accommodate that requirement. In addition to view definitions, MODEL 204's PAINTER product employs the use of global screen-item attributes. Screen item characteristics do not have to be individually defined because defaults are supplied by the dictionary. Refer to the Dictionary Administration Guide, Page 2.1, Section 2.0.

2.8.3 Yes. Refer to the Dictionary And Data Administration Guide Page 6.4, Section 6.4 - 'Entity Type Maintenance'. Maintenance performed in the Dictionary will not impact the integrity of the database or interfere with production processing.

2.8.4 Yes. At the view level (logical level) there are four general categories of attributes associated with views: Physical information, Logical information, Restrictive information, and Display information. These attributes allow MODEL 204 to "filter" data, extracting only the desired fields and values, and formatting the display of the data to the user. Editing for nulls is done programmatically. Refer to the Dictionary Administration Guide, Page 9.67, Section 9.6.2 - 'Field Attributes Screen'.

2.8.5 Yes. MODEL 204 reduces data redundancy because files and fields are defined only once to the data dictionary. Thereafter, they can be used repeatedly by different applications. MODEL 204 dictionary reports provide information on dictionary entries. These tools will also reduce data redundancy by ensuring that data is only defined as needed. Refer to the Dictionary And Documentation Facility, Page 8.1, all of Section 8.0.

2.8.6 Yes. Our screen painter, which is a component of WORKSHOP/204, does meet these requirements. The edit criteria specified through PAINTER is automatically documented in DICTIONARY/204. Refer to the Workshop Application Development Guide, Page 5.5, Section 5.2.1 - 'Screen Painter And The Dictionary'.

2.8.7 Yes. MODEL 204's dictionary maintains one PROCEDURE entry for each MODEL 204 procedure. PAINTER and SCREEN AND ACTION GENERATOR store a PROCEDURE entry in the dictionary when a new procedure is created by those products. This PROCEDURE entry would be the vehicle by which the dictionary cross-references data items to their respective applications. Refer to the Dictionary And Data Administration Guide, Page A.46, Section A. 19.

2.8.8 Yes. Refer to the Dictionary Administration Guide, Page 7.4, Section 7.3 - 'Displaying An Entry'.

2.8.9 Yes. Maximum data item name supported is 255 characters.

2.8.10 Yes. Refer to the Dictionary Administration Guide, Page 6.38, Section 6.7 - 'Security Administration'.

2.8.11 Yes. Referential integrity as outlined in this question must be achieved programmatically. We are planning to support automatic referential integrity validation with Rel. 10.0 of the Dictionary.

2.8.12 Yes. All parts of MODEL 204's Dictionary are on-line and interactive and menu-driven.

2.8.13 Yes. Refer to the Dictionary Administration Guide, Page 2.7, Section 2.6 - 'Defining View Entries'.

2.8.14 Yes. Refer to the Dictionary Administration Guide, Page 7.1, Section 7.0 - 'Dictionary Reports'.

2.8.15 Yes. Refer to the Dictionary Administration Guide, Page 1.11 - 'Extensibility'.

2.8.16 Yes. Refer to our response to question 2.8.5.

2.8.17 Yes. Not as part of Dictionary. Our Workshop facility would allow you to create tables easily using the Query/Update Facility.

2.8.18 Yes. Refer to the Dictionary Administration Guide, Page 8.1, Section 8.0 - 'The Documentation Facility'.

2.8.19 For a discussion of levels of security, refer to the User Language Manual, Page 1.11, Section 1.10 - 'Security'.

Application passwords are stored with our Application Subsystem Facility (APSY). Refer to the User Language Manual, Page 24.15, Section 24.2.1 - 'Security Options'.

Batch passwords are included with each batch processing stream.

2.9.1 Yes. In User Language:

Example: FPC BRANCH = NY

The above example would print the count of the number of NY Branches.

With end user products, the count of records found is displayed and an option given whether to continue.

2.9.2 Refer to the System Overview, Page 26 - 'Reducing I/O Overhead: Buffer Management'.

2.9.3 Yes. Below is an example of how this is accomplished:

DEFINE TEMP AGROUP FROM A, B, C, D, E, etc.

AL: IN AGROUP FD EMPL = ROBERTS

BL: FR IN AL
CHANGE EMPL TO SMYTHE

2.9.4 The 'FOR EACH VALUE' concept accomplishes this. Refer to the User Language Manual, Page 9.1, Section 9.1.

2.10.1 Yes. Documentation will be provided as required by you. See subsection VI K, Vendor Support.

2.10.2 Yes. Ongoing Vendor Support is discussed in subsection VI K, as well as in our Software and Services document.

2.10.3 Yes. We provide installation support as specified in subsection VI K. Also refer to our schedule of training classes, Installation and Planning Guidelines.

2.10.4 Yes. Our Consulting Group will, at a fee, be able to work for you at your site in accordance with your requirements.

3.1.1 Yes. Refer to the answer in question 2.1.2.

3.1.2 Yes. Our Application and Inquiry Software is totally integrated with the proposed DBMS.

3.1.3 Yes. Any MODEL 204 file can be selected to participate in restart and recovery.

3.1.4 Yes. Refer to the Workshop Application Development Guide, Page 1.7, Section 1.3 - 'Workshop Facility Security'.

3.1.5 Yes. Refer to the Workshop Application Development Guide, Page 1.4, Section 1.2, - 'WORKSHOP and DICTIONARY'.

3.1.6 Yes. The logical specifications do not occur in the 4GL but even more simply in the menu-driven File Management section of WORKSHOP. Refer to the Workshop Application Development Guide, Page 1.2, Section 1.1.2.

3.1.7 Yes. All our Workshop Facilities are designed to provide simple screen-to-screen flow when developing systems. Refer to the Workshop Application Development Guide, Pages 1.1 through 1.5, Section 1.0 - 'Introducing Workshop'.

3.1.8 Performance characteristics can not be determined or guaranteed at this time due to the unknown and complex nature of many factors contributing to the performance of the entire environment, such as operating system, TP monitor, transaction type, networking configuration, database design, etc.

3.1.9 Yes. Refer to the Workshop Application Development Guide, Page 4.1, Section 4.0 - Screen and Action Generator as well as Page A.1, Section A.0 - 'Sample Screen and Action Generator Procedures'.

3.2.1 Yes. Refer to the Workshop Application Development Guide, Page 5.1, Section 5.0 - 'Screen Painter'.

3.2.2 The screen painting facility is PAINTER, and is described in the Workshop Application Development Guide, Page 5.1, Section 5.0 - 'Screen Painter. Report Layouts' are specified using the User

Language PRINT statement. Refer to the User Language Manual, Page 3.4, Section 3.4 - 'Output Statements' or when using ACCESS, refer to the Access Users Guide, Page 38, Section 7.2 - 'The Layout Screen'.

3.2.3 Yes. Help screens are created the same way other screens are and can be used anywhere in the application.

3.2.4 Yes. An example of a documented 4GL application is in the Workshop Application Development Guide, Page A.1, Section A.0.

The DOCUMENT facility can also be used to document end-user applications. Refer to the Dictionary And Data Administration Guide, Page 8.1, Section 8.0 - 'The Documentation Facility'.

3.2.5 An end-user could build a simple application using the Query/Update Facility. Refer to the Workshop Application Development Guide, Page 3.1, Section 3.0. Programmer/Analyst would use the remaining Workshop Facilities. Refer to the Workshop Application Development Guide, Page 1.1 Section 1.1.

3.2.6 Yes. Refer to the Workshop Application Development Guide, Page 4.27, Section 4.9.4 - 'Adding Records' and Page 4.29, Section 4.9.10 - 'Updating Records' and Section 4.9.11 - 'Deleting Records'.

3.2.7 Yes. We do think that it should not be a requirement to use the Screen Painter to define a transaction. Since a transaction often spans multiple screens, verification and update processes, we use the COMMIT statement in the 4GL to denote the end of a transaction. Also note that the Screen Painter generates User Language which then can be enhanced. Refer to the User Language Manual, Page 21.9, Section 21.5, - 'Commit Statement' and Section 22.2 - 'Update Units'.

3.2.10 Yes. Refer to the Workshop Application Development Guide, Page 5.27 - 'Numeric Input'.

3.2.11 Yes. Entered data can be checked against a table using the '$CODE' function. Refer to the User Language Manual, Page 15.16, Section 15.3.10 - '$CODE' or when table is defined as a MODEL 204 file using a 'Cross-Referencing' technique. Refer to the User Language Manual, Page 6.10, Section 6.4 - 'Cross Referencing'.

3.2.12 **Yes.** Refer to the Workshop Application Development Guide, Page 5.38 - 'Required'.

3.2.13 **Yes.** Refer to the Workshop Application Development Guide, Page 5.39 - 'Range'.

3.2.14 **Yes.** Refer to the Workshop Application Development Guide, Page 5.34 - 'Copy From' and Page 5.9, Section 5.4.2.

3.2.15 Yes. Refer to the Workshop Application Development Guide, Page 5.26, Section 5.7.3. Null values are checked programmatically.

3.2.16 Yes. Since fields in MODEL 204 are variable length and the decimal point is entered where necessary, a correctly aligned field is stored in the Data Base. Additional padding, justification and cursor manipulation can be accomplished in User Language if necessary.

3.2.17 Yes. Field conversion is totally transparent in MODEL 204 except in the case of Floating Point fields. Refer to the User Language Manual, Page 25.34, Section 25.10 - 'Floating Point Conversion, Rounding And Precision Rules'.

3.2.18 Yes. Since we support variable length fields, changed data items do not impact application programs at all. Length is relevant only when a data item is displayed on a screen, report, etc. An impact analysis of a data item length change is available from DICTIONARY/204.

3.2.19 Yes. 16,000 files can be open and accessed at the same time by the 4GL.

3.2.20 Yes. Refer to the System Overview, Page 52 - 'Flexibility Of Communications: Multiple Teleprocessing Interfaces' and Page 68 - 'Online Application Development Environment'.

3.2.21 Yes. Refer to the User Language Manual, Page 24.1, Section 24.0 - 'Application Subsystem Development', fourth paragraph.

3.3.1 Yes. ACCESS/204 is a decision-support query and report writing system completely language free. With ACCESS/204, users have direct but controlled access to data stored in all MODEL 204 databases. Refer to

the Access User Guide, Release 1.2, Pages 1 through 4.

3.3.2 Yes. The ability of end-users to quickly and easily create online reports without learning any computer language is addressed by the ACCESS/204 product. Forms-driven and syntax free, ACCESS/204 prompts the end-user for specific information pertinent to the end-user's query requirements. Refer to the Access User Guide, Pages 5 through 8.

3.3.3 Yes. ACCESS/204 users are not required to become familiar with the physical organization of a particular database in order to formulate reports against it. Database navigation is performed through views stored in the dictionary. Views allow users to access MODEL 204 data using field and record names familiar to them. Views also span multiple databases, permitting end-users to work with data combinations most useful to them. Refer to the Access User Guide, Release 1.2, Pages 11 through 16.

3.3.4 Yes. User Language provides the following constructs that aid in their structured program development: IF, THEN, ELSE, and ESLEIF. IF statements can be nested. The ELSEIF statement provides a convenient way to specify nested IF statements when a series of tests are to be made, and only one will be satisfied. Refer to the User Language Manual, Release 9.0, Pages 14.1 through 14.3.

3.3.5 a) Yes, ACCESS/204 function. Refer to the Access User Guide, Page 41.

b) Yes, ACCESS/204 user derived field function. Refer to the Access User Guide, Pages 63 through 67.

c) Yes, ACCESS/204 function. Refer to the Access User Guide, Page 41.

d) Yes, ACCESS/204 user derived field function. This formulation of this function would utilize User Language $DECODE function. Refer to the Access User Guide, Pages 63 through 67 and the User Language Manual, Page 15.26.

e) Yes, ACCESS/204 summary functions facility. Refer to the Access User Guide, Pages 35 through 36.

f) Yes, all statistical functions are supported in User Language. If a function is supported in User Language, that function is completely supported in the ACCESS/204 report writer. User Language functions are defined through user derived fields in CCA's ACCESS/204 report writer. Refer to the Access User Guide, Pages 63 through 67.

3.3.6 Yes. ACCESS/204 supports all standard arithmetic operations and the standard set of logical boolean operators. Refer to the Access User Guide, Pages 26 through 29.

3.3.7 Yes. Refer to the Access User Guide, Pages 26 through 29.

3.3.8 Yes. ACCESS/204 is a forms-driven reporting tool. User of the ACCESS/204 product is not required to learn a computer language. Refer to the Access User Guide, Pages 26 through 29.

3.3.9 Yes. For ACCESS/204 refer to the answer supplied to question 3.3.5. In addition to ACCESS/204, MODEL 204 also interfaces to SAS. SAGE/204 is a specially designed interface that permits the user to directly retrieve selected data from a MODEL 204 database for SAS processing.

3.3.10 Yes. As end-users of an organization become more sophisticated in the specification of the ACCESS/204 queries, there may be situations where an end-user needs to override a specific ACCESS/204 default. This activity, overriding defaults, is permitted. Users may override ACCESS/204 defaults as long as the new value of the parameter is less than equal to the high-water setup by the ACCESS/204 administrator. Refer to the Access User Guide, Pages 40 through 42.

3.3.11 Yes. The ACCESS/204 administrator defines all the printers that are to be available to ACCESS/204 users. When defining ACCESS/204 printers, additional parameters are available that allow for special forms to be defined to specified printers. If for example, an ACCESS/204 user wishes to route a report to a unique accounting form, the user will select a printer called ACCTFORM2. Output sent to this printer will be printed on a specila predetermined form. Refer to the Access Administrators Guide, Pages 71 through 74.

3.3.12 Yes. A user of the ACCESS/204 system is required to login to the ACCESS/204 subsystem. Once a user has logged into the ACCESS/204, that user now has access to only the data views and data reports secured to that user's account. This level of security would prevent users from formulating reports against data elements that are not authorized to view. Refer to the Access Administrators Guide, Page 4.

3.3.13 Yes. Utilization of ACCESS/204 derived field definitions would allow users to produce reports that contain data elements defined by assignments, and arithmetic calculations. Conditional statements are not currently supported within the ACCESS/204 product, but are fuly sup-

ported with MODEL 204 fourth generation language; User Language. Refer to the Access User Guide, Pages 63 through 67.

3.3.14 Yes. ACCESS/204 supports the ordering of fields in a report, row and column headers, control breaks, and totaling (sub-totals and grand-totals). Refer to the Access User Guide, Pages 33 through 36.

3.3.15 Yes. ACCESS/204 allows a user to specify editing criteria, zero compression, commas, floating dollar sign, and credit sign are functions supported by the $EDIT function which can be invoked within the ACCESS/204 report. Refer to the Access User Guide, Pages 63 through 67 and the User Language Manual, Page 15.30.

3.3.16 Yes. ACCESS/204 allows a maximum of 6 levels of sorting. With options of ascending or descending sorts at any of the six levels. Refer to the Access User Guide, Pages 34 through 36.

3.3.17 Yes. ACCESS/204 automatically formats column headers from view defaults. Row spacing and justification functions are also automatically performed by ACCESS/204. Refer to the Access User Guide, Page 33.

3.3.18 With the current release of ACCESS/204, a user has the option to override default column headers, report headers and trailers are not supported by this release of ACCESS/204. The next release of ACCESS/204 is scheduled to support report headers and report trailers. Refer to the Access User Guide, Page 39.

3.3.19 Yes. All ACCESS/204 users have the option to override ACCESS/204 default values. Controlling page breaks, line spacing, column spacing, report width are examples of some of the parameter that can be overridden by a simple menu selection. Refer to the Access User Guide, Pages 33 through 46.

3.3.20 Yes. ACCESS/204 allows reports to be viewed and or printed that are variable in length, with no maximum length restriction imposed. A 132 character report line can be displayed at a terminal or routed to a printer. Refer to the Access User Guide, Pages 51 and 52.

3.4.1 Yes. MODEL 204 provides extremely powerful, yet easy to use facilities for developing full screen interactive applications. A facility within MODEL 204's WORKSHOP environment called PAINTER is used for

defining online screens. PAINTER creates, modifies, and deletes screen definition items by generating the corresponding User Language code. Once all the screen layouts have been created, a programmer uses the SCREEN and ACTION GENERATOR to generate the User Language code necessary to handle the different types of processing modules required (retrieve, display, add, update and delete). Report formatting and application tuning are also under the control of a User Language application. Refer to the Workshop Application Development Guide (2.1), Pages 122 through 126.

3.4.2 Yes. MODEL 204 application subsystem facility (APSY) allows an application developer to define a set of procedures to MODEL 204 as a subsystem. The application subsystem facility improves performance by saving and reloading compiled USER LANGUAGE applications. Refer to the Workshop Application Development Guide (2.1), Pages 126 and 127.

3.4.3 Yes. The Single-Step Test Facility speeds application subsystem testing by allowing User Language procedures that compose a APSY subsystem to be tested interactively, in a step-by-step fashion. Refer to the Workshop Application Development Guide (2.1), Page 129.

3.4.4 Yes. MODEL 204 has interfaces for COBOL, FORTRAN and essentially any language that supports a Standard IBM Call statement. This Host Language interface uses the IBM Call statement directly. No preprocessing is necessary. Refer to the Host Language Interface Guide, Pages 1.1 through 1.6.

3.5.1 Yes. Documentation will be provided as required by you. See subsection VI K, Vendor Support.

3.5.2 Yes. Ongoing Vendor Support is discussed in subsection VI K, as well as in our Software Support and Services document.

3.5.3 Yes. We provide installation support as specified in subsection VI K. Also refer to our schedule of traininc classes, Installation adn Planning guidelines.

3.6.1 No but refer to the enclosed brochure on ACCULADE.

3.6.2 No but refer to the enclosed brochures on MAIL/204 and PROD/NET.

3.6.3 No but refer to the enclosed brochure on PC/204.

3.6.4 No but refer to the enclosed brochures on PROD/NET.

3.6.5 No, but we interface with LOTUS 1-2-3.

3.6.6 No but refer to the enclosed brochures on PROD/NET.

3.6.7 No but refer to the enclosed brochure on PC/204.

SECTION 3.

K. VENDOR SUPPORT

11.1.1 Yes. Two copies of all administrative manuals have been forwarded under separate cover.

11.1.2 Yes. Five copies of all user manuals have been forwarded under separate cover.

11.1.3 Yes. See Components 2 and 3, Table 4 - Training Costs.

11.1.4 Not applicable for software.

11.1.5 Yes. CCA will provide two days of pre-delivery service to assist in implementation planning, on-site at no cost to the County.* CCA is not proposing a LAN so will not provide pre-delivery service to perform the installtion of the LAN and/or cabling.

*(See Task No. 10 of "Benchmark and Integration Plan".)

11.1.6 Yes. See Software Support and Services document attached.

11.1.7 No, but the support is available on a "non toll-free" basis by telephone. (See attached Software Support and Services document).

11.1.8 Yes, your CCA software product is maintained at the current update service level through the application of Early Warning fixes. They are supplied along with a new release tape, or between release levels. For immediate application by our customer we supply Early Warnings via the COMET Electronic Mail service, on a frequent, but irregular basis. A CCA supplied utility is run to apply these Early Warnings.

11.2.1 Yes. Our documentation is structured in a top-down fashion, beginning with the Model 204 System Overview and proceeding to more detailed technical manuals. (See Model 204 System Overview.)

11.2.2 Yes. Our documentation uses pictures and graphics to simplify complex details and procedures. (Refer to pp. 2.2 - 2.15 of the Dictionary and Data Administration Guide for an example.)

11.2.3 Yes, manuals are individually indexed. There is no master index.

11.2.4 Yes. Documentation updates are provided on a regular basis using two mechanisms. With certain major releases, CCA issues a completely new set of manuals. Thereafter, documentation updates are regularly provided using replacement pages. Each minor release is accompanied by a documentation update in the form of replacement pages.

11.2.5 Yes. CCA provides a training database of car insurance files which is installed with the software. The exercises in our training classes are based on the training database. Rather than providing a training application, trainees are coached through the building of an application.

11.2.6 Yes. All of these services are provided either through your local CCA Branch office or Consulting Services organization. (See page 3 of the attached Software Support and Services document.)

11.2.7 The support is provided, but not on a "toll-free" basis. (See attached Software Support and Services document).

11.2.8 No committments to this question without clarification on the nature of "the problem" ... i.e., CCA or El Dorado?

11.3.1 . County of Ventura (over three years in use).

. General Dynamics (over three years in use) in San Diego and Pomona, CA.

. First Interstate Services Company (First Interstate Bank), installed in April, 1986.

All three of these customers meet the "in-use" requirements. At this time, CCA reserves information regarding contact names and phone numbers of these customers until such time as specific contact times and general topics of interest can be reviewed with our customers to determine the appropriate contact person and a time convenient to that person. This is in concert with CCA's policy which is extended as a courtesy to our entire customer base.

11.3.2 Yes. Installation and User documentation for all proposed or referenced components have been forwarded under separate cover.

11.4.1 CCA will allow acceptance testing, however, reserves the right to agree to and thereby approve the County's acceptance test as it will consist in its entirety.

11.4.2 Yes, this is acceptable, provided the County substantiates in writing that the "system" failed to pass the acceptance test as agreed to by CCA and the County.

11.4.3 This is acceptable.

COMPONENT 2 NOT APPLICABLE

TABLE 1

HARDWARE PURCHASE AND MAINTENANCE COSTS

MODEL NUMBER (1)	DESCRIPTION (2)	QNTY (3)	EQUIP UNIT COST (4)	TOTAL EQUIP COST (5)	MONTHLY EQUIP MAINT COST (6)	TOTAL 5 YEAR MAINT COST (7)	TOTAL COST (8)

TOTAL PURCHASE/MAINTENANCE COSTS

COMPONENT 2 NOT APPLICABLE

TABLE 2

ON-CALL MAINTENANCE COSTS

A. OUTSIDE NORMAL 8:00 AM TO 5:00 PM HOURS (MON-FRI)

Hourly Rate per call $ _____ x minimum number of hours per call _____

12 calls* = _____

B. SATURDAY, SUNDAY AND HOLIDAYS

Hourly Rate per call $ _____ x minimum number of hours per call _____

12 calls * = _____

C. TOTAL ON-CALL MAINTENANCE COST $_____

* The number of calls indicated will be used for evaluation purposes only. The actual number of calls may vary.

COMPONENT 2

TABLE 3

SOFTWARE COSTS

ID (1)	DESCRIPTION (2)	INITIAL CHARGE (3)	BASIC CHARGE (4)	MAINT. COST (5)	TOTAL MONTHS (6)	TOTAL COST (7)
MODEL 204	DATABASE MGMT SYS, DICTIONARY/204, TP INTERFACE, AND FACILITIES (FROM CCA)	$125,000		$15,000/YR OR $60,000/4YRS FIRST YEAR MAINTENANCE INCLUDED WITH INITIAL CHARGE FOR ALL PRODUCTS. YEAR 2-5 MAINTENANCE COST IS BASED ON 12% OF THE THEN CURRENT PURCHASE PRICE (AND THE 12% RATE CAN CHANGE). FOR ESTIMATING, CURRENT PRICES AND THE 12% MAINTENANCE RATE WAS USED.	PERPETUAL	$185,000 (5 YEARS)

TOTAL SOFTWARE COSTS $185,000

COMPONENT 2

TABLE 4

TRAINING COSTS

A. Detailed Training Cost

DESCRIPTION & LOCATION (1)	NUMBER OF PEOPLE TO BE TRAINED (2)	PER PERSON TUITION (3)	PER PERSON MANUALS AND MATERIALS (4)	PER PERSON TOTAL (5)	TOTAL COST (6)
INSTALLATION (ON-SITE)	2 @ 4 DAYS/EA	N/C	N/C	N/C	N/C
PHYSICAL DATABASE DESIGN AND DICTIONARY FACILITIES (CCA EDUCATION CENTER)	2 @ 5 DAYS/EA	$1,000	N/C	$1,000	$2,000
INTRODUCTION TO SYSTEM MANAGEMENT (CCA EDUCATION CENTER)	1 @ 3 DAYS/EA	$900	N/C	$900	$900
FILE ARCHITECTURE (CCA EDUCATION CENTER)	2 @ 2 DAYS/EA	$500	N/C	$500	$1,000
NOTE: THESE CLASSES REPRESENT ESSENTIALLY ALL OF THE EDUCATION NORMALLY REQUIRED. ADDITIONAL CLASSES ARE AVAILABLE FOR ADVANCED USE OF MODEL 204. HOWEVER, THIS INFORMATION IS GENERALLY LEARNED BY CUSTOMERS ON THEIR OWN.					

B. TOTAL TRAINING COST = $ 3,900

COMPONENT 2

TABLE 5

ONE-TIME COSTS

A.	FREIGHT TO INSTALLATION SITE	$ N/C
B.	FREIGHT FROM INSTALLATION SITE	N/C
C.	HARDWARE INSTALLATION	N/C
D.	SOFTWARE INSTALLATION	N/C
E.	OTHER ONE-TIME COSTS	
	1. BENCHMARK FEE*	$39,400
	2.	
	3.	
	4.	
	5.	
	6.	
F.	TOTAL ONE-TIME COST	$ 39,400

* THIS FEE IS AN UPFRONT FEE THAT WILL COVER CCA'S ON-SITE SUPPORT RESOURCES TO PERFORM THE PROPOSED BENCHMARK. THIS FEE IS NON-REFUNDABLE REGARDLESS OF THE OUTCOME OF THE BENCHMARK, AND IS BASED SOLELY ON THE ON-SITE SUPPORT TIME FOR CCA PERSONNEL DURING THE BENCHMARK. IT SHOULD BE NOTED THAT THIS FEE IS NEGOTIABLE IN RELATION TO HOW MUCH OF CCA'S DIRECT TIME INVOLVEMENT IN THE BENCHMARK CAN BE SHIFTED TO EL DORADO COUNTY PERSONNEL.

COMPONENT 2

TABLE 6

TOTAL COST SUMMARY

VENDOR NAME: COMPUTER CORPORATION OF AMERICA DATE: 2/10/87

A.	HARDWARE PURCHASE AND MAINTENANCE COSTS	
	Table 1 Total	$ N/A
B.	ON-CALL MAINTENANCE COST	
	Table 2 Total	N/A
C.	SOFTWARE COST	
	Table 3 Total	$185,000
D.	TRAINING COST	
	Table 4 Total	3,900
E.	ONE-TIME COSTS	
	Table 5 Total	39,400
* F.	CALIFORNIA STATE TAX (6%)	13,698
G.	TOTAL OF ALL COSTS	$ 241,998

* Attach a separate sheet detailing items taxed.

COMPONENT 3 NOT APPLICABLE

TABLE 1

HARDWARE PURCHASE AND MAINTENANCE COSTS

MODEL NUMBER (1)	DESCRIPTION (2)	QNTY (3)	EQUIP UNIT COST (4)	TOTAL EQUIP COST (5)	MONTHLY EQUIP MAINT COST (6)	TOTAL 5 YEAR MAINT COST (7)	TOTAL COST (8)

TOTAL PURCHASE/MAINTENANCE COSTS	

COMPONENT 3 NOT APPLICABLE

TABLE 2

ON-CALL MAINTENANCE COSTS

A. OUTSIDE NORMAL 8:00 AM TO 5:00 PM HOURS (MON-FRI)

Hourly Rate per call $ _____ x minimum number of hours per call _____

12 calls* = _____

B. SATURDAY, SUNDAY AND HOLIDAYS

Hourly Rate per call $ _____ x minimum number of hours per call _____

12 calls * = _____

C. TOTAL ON-CALL MAINTENANCE COST $_____

* The number of calls indicated will be used for evaluation purposes only. The actual number of calls may vary.

COMPONENT 3

TABLE 3

SOFTWARE COSTS

ID (1)	DESCRIPTION (2)	INITIAL CHARGE (3)	BASIC CHARGE (4)	MAINT. COST (5)	TOTAL MONTHS (6)	TOTAL COST (7)
WORKSHOP	4TH GL AND APPLICATION DEVELOPMENT TOOLS INCLUDING USER LANGUAGE (FROM CCA)	$55,000		$6,600/YR OR $26,400/4 YRS	PERPETUAL	$81,400 (5 YEARS)
ACCESS	REPORT WRITER AND QUERY TOOL (FROM CCA)	$30,000		$3,600/YR OR $14,400/4 YRS	PERPETUAL	$44,400 (5 YEARS)
				FIRST YEAR MAINTENANCE INCLUDED WITH INITIAL CHARGE FOR ALL PRODUCTS. YEAR 2-5 MAINTENANCE COST IS BASED ON 12% OF THE THEN CURRENT PURCHASE PRICE (AND THE 12% RATE CAN CHANGE). FOR ESTIMATING, CURRENT PRICES AND THE 12% MAINTENANCE RATE WAS USED.		

TOTAL SOFTWARE COSTS $125,800

COMPONENT 3

TABLE 4

TRAINING COSTS

A. Detailed Training Cost

DESCRIPTION & LOCATION (1)	NUMBER OF PEOPLE TO BE TRAINED (2)	PER PERSON TUITION (3)	PER PERSON MANUALS AND MATERIALS (4)	PER PERSON TOTAL (5)	TOTAL COST (6)
WORKSHOP CLASS (CCA EDUCATION CENTER)	5 @ 4 DAYS/EA	$900	N/C	$900	$4,500
PROGRAMMER'S USER LANGUAGE CLASS (ON-SITE)	5 @ 5 DAYS/EA	N/C	N/C	N/C	N/C
ADVANCED USER LANGUAGE CLASS	5 @ 3 DAYS/EA	$750	N/C	$750	$3,750
IMPLEMENTING ON-LINE APPLICATIONS	5 @ 3 DAYS/EA	$750	N/C	$750	$3,750
NOTE: THESE CLASSES REPRESENT ESSENTIALLY ALL OF THE EDUCATION NORMALLY REQUIRED. ADDITIONAL CLASSES ARE AVAILABLE FOR ADVANCED USE OF MODEL 204. HOWEVER, THIS INFORMATION IS GENERALLY LEARNED BY CUSTOMERS ON THEIR OWN.					

B. TOTAL TRAINING COST = $ 12,000

COMPONENT 3

TABLE 5

ONE-TIME COSTS

A.	FREIGHT TO INSTALLATION SITE	$ N/C
B.	FREIGHT FROM INSTALLATION SITE	N/C
C.	HARDWARE INSTALLATION	N/C
D.	SOFTWARE INSTALLATION	N/C
E.	OTHER ONE-TIME COSTS	
1.	* CONSULTING - BASED ON 10 DAYS ON-SITE	$13,000
2.	TRAVEL & EXPENSES FOR CCA ON-SITE EDUCATION	1,500
3.		
4.		
5.		
6.		
F.	TOTAL ONE-TIME COST	$ 14,500

* THIS CONSULTING COST IS OPTIONAL, BUT SUGGESTED FOR THE PURPOSE OF PROVIDING EL DORADO COUNTY WITH THE OPTION TO BRING EXPERT MODEL 204 CONSULTING SUPPORT ON-SITE TO ASSIST IN THE EARLY STAGES OF IMPLEMENTATION PLANNING, SYSTEMS AND DATABASE DESIGN, AND THE INTITAL APPLICATION DEVELOPMENT CYCLE.

COMPONENT 3

TABLE 6

TOTAL COST SUMMARY

VENDOR NAME: COMPUTER CORPORATION OF AMERICA DATE: 2/10/87

A.	HARDWARE PURCHASE AND MAINTENANCE COSTS	
	Table 1 Total	$ N/A
B.	ON-CALL MAINTENANCE COST	
	Table 2 Total	N/A
C.	SOFTWARE COST	
	Table 3 Total	$125,800
D.	TRAINING COST	
	Table 4 Total	12,000
E.	ONE-TIME COSTS	
	Table 5 Total	14,500
* F.	CALIFORNIA STATE TAX (6%)	9,138
G.	TOTAL OF ALL COSTS	$ 161,438

* Attach a separate sheet detailing items taxed.

COMPUTER CORPORATION OF AMERICA'S

RELEASE LETTER

3/24/87

Computer Corporation of America

Suite 620
429 Santa Monica Boulevard
Santa Monica
California 90401

213-393-9300

March 24, 1987

Anita York
Purchasing Department
The County of El Dorado
360 Fair Lane
Placerville, CA 95667

Dear Ms. York:

In response to the County's letter, dated March 18, 1987, which requests that Computer Corporation of America (CCA) release our final proposal to RFP 755-055 for Public View, CCA's position is that all points covered in the letter are acceptable and we will release our Final Proposal for Public View. All referenced documentation will not be available for Public View as stated and subsequently agreed to in the RFP 755-055.

CCA does request notification of the vendors that actually view our proposal as well as any protests that may be associated with the award of our proposal.

It is acceptable for CCA's proposal to become part of our contract as previously stated and required in the RFP.

In addition, all work performed by CCA during the benchmark will be available to El Dorado County for follow-on use with the County's copy of MODEL 204 and will be provided at acceptance of the benchmark and final contract agreement.

We look forward to a long and mutually beneficial partnership with El Dorado County and welcome you to the fold of our MODEL 204 customers.

Best regards,

David M. Engert

David M. Engert
Senior Sales Representative

DME/bb

cc: Jean Ribeiro, CCA Contracts
Bill Hodges, CCA
Inge Fraser, CCA
Bruce Brubaker, El Dorado County

AGREEMENT FOR LICENSED PRODUCTS

PRODUCT SCHEDULE TO AGREEMENT FOR CCA LICENSED PRODUCTS

Computer Corporation of America
Four Cambridge Center
Cambridge, Massachusetts 02142

Product Schedule No. _____

Name and Address of Licensee:

El Dorado County

360 Fair Lane

Placerville, CA 95667

In accordance with the terms and conditions of the Agreement for CCA Licensed Products (License Agreement No. _____) made between CCA and Licensee the _____ day of _____, 198__ ("Agreement"). CCA hereby grants to Licensee a License to use the Licensed Products listed in this Product Schedule, all subject to said terms and conditions. The following Licensed Products are hereby made subject to the Agreement:

LICENSED PRODUCTS	**License Fee**
MODEL 204 DBMS Core System (DOS/VSE/SP) with VTAM Interface	$125,000
WORKSHOP/204	55,000
ACCESS/204	30,000

Total License Fee: $210,000

TERM PERPETUAL

☐ (check if applicable) _____ Number of years

INSTALLATION, TRAINING

Description	No. Days	Fee
Installation	Up to 4 days on-site	No Charge (N/C)
User Language Class - on-site	5 days	N/C
(Additional training at prices and terms indicated within agreement)		

Total Training Fee: N/C

DOCUMENTATION

Description	Fee
Three Complete Sets	N/C

Total Documentation Fee: N/C

DESIGNATED EQUIPMENT

Designated Equipment Address El Dorado County
360 Fair Lane
Placerville, CA 95667

Number of CPUs One

CPU Make	CPU Model	CPU Serial #	Operating System
IBM	4381		DOS

LICENSEE ACKNOWLEDGES THAT IT HAS READ THE AGREEMENT AND THIS PRODUCT SCHEDULE AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS. In the event of conflict between this Product Schedule and said Agreement. the terms and conditions of this Product Schedule shall govern.

Licensee

By _____
(authorized signature)

Name _____
(please type or print)

Title _____

Accepted by
Computer Corporation of America

By _____

Title _____

Date _____

AGREEMENT FOR CCA LICENSED PRODUCTS

COMPUTER CORPORATION OF AMERICA
Four Cambridge Center
Cambridge, Massachusetts 02142

Licensee Name: El Dorado County

Billing Address: 360 Fair Lane
Placerville, CA 95667

License Agreement No:

Computer Corporation of America ("CCA") and Licensee agree that the following terms and conditions will govern each order submitted by Licensee and accepted by CCA for CCA Licensed Products.

Any order for CCA Licensed Products requires the submission by Licensee of a Product Schedule.

LICENSED PRODUCT TERMS AND CONDITIONS

1. Definitions

1.1 "Licensed Product" shall mean the computer programs and routines listed in a Product Schedule, the Documentation, and any error corrections, modifications or updates ("Updates") furnished by CCA to Licensee with respect thereto.

1.2 "Documentation" shall mean the printed user manuals furnished to Licensee by CCA for use with CCA Licensed Products.

1.3 "Designated Equipment" shall mean the central processing unit(s) designated in a Product Schedule for a Licensed Product.

2. Orders

2.1 Licensee may place an order for Licensed Products by submitting an executed Product Schedule to CCA. Such order will be effective when accepted by CCA.

3. Grant of License

3.1 Upon CCA's acceptance of Licensee's order for Licensed Products, CCA will grant to Licensee a nonexclusive, nontransferable license to use those Licensed Products upon the terms and conditions of this Agreement.

3.2 Each license granted under this Agreement authorizes Licensee to use a Licensed Product only on the Designated Equipment therefor. A separate license is required for any other CPUs on which Licensee wishes to use that Licensed Product, except that, in the event of a malfunction causing the Designated Equipment to become inoperable, Licensee may use the Licensed Product on a back-up CPU on a temporary basis during such malfunction. Licensee may redesignate the CPU for a Licensed Product, or the Designated Equipment location (but only within the United States), by providing written notice to CCA.

3.3 Licensee may use Licensed Products only in connection with the operation and management of Licensee's own business. Licensee is not authorized to grant sublicenses for use of Licensed Products or to permit other persons to use Licensed Products on a time-sharing or any other basis.

4. Charges

4.1 Licensee shall pay CCA the license fee and all other amounts specified in a Product Schedule. All amounts due CCA shall be due and payable thirty (30) days after receipt of CCA's invoice, following delivery of the Licensed Product.

4.2 In addition to the foregoing amounts, Licensee will pay all federal, state, municipal, and other governmental excise, sales, use, customs, value added, occupational, or other taxes, fees or duties now in force or enacted in the future that are levied or based upon Licensee's payments to CCA or upon this Agreement, but excluding taxes measured by CCA's net income. In the event CCA is required at any time to pay any such tax, fee, duty or charge, Licensee will promptly reimburse CCA.

5. Delivery, Installation and Training

5.1 CCA shall deliver one copy of Licensed Products ordered by Licensee to Licensee at the location specified in the Product Schedule under Designated Equipment. Licensee may only obtain source code for Licensed Products as provided in Section 10, or as otherwise agreed. To the extent specified in a Product Schedule, CCA will assist Licensee in the installation of Licensed Products on the Designated Equipment; Licensee shall pay all reasonable travel and living expenses incurred by CCA in providing installation assistance requested by Licensee.

5.2 CCA shall provide Licensee with the initial set of Documentation specified in a Product Schedule for use with Licensed Products. Licensee may order additional sets of Documentation at CCA's then current price.

5.3 On mutually convenient dates after installation of a Licensed Product, CCA will conduct such on-site training as is specified in the Product Schedule. Licensee shall pay all reasonable travel and living expenses incurred by CCA in providing such training. Any additional training provided by CCA at Licensee's request will be provided at CCA's then current standard rates.

6. Protection of Proprietary Material

6.1 "Proprietary Material" shall mean (1) Licensed Products and any Updates and any portions thereof in any embodiment, and (2) any other information or data, in written, graphic, or machine readable form, received by Licensee from CCA and identified by CCA in writing as proprietary or confidential, provided, however, that "Proprietary Material" does not include:

(i) Information which is or becomes available in the public domain (other than through unauthorized disclosure by Licensee).

(ii) Information disclosed or made available at any time to Licensee by a third party without restriction and without breach of any relationship of confidentiality.

(iii) Information independently developed by Licensee where Licensee establishes that such development was accomplished without access to the confidential information of CCA.

6.2 Licensee acknowledges that the Proprietary Material is confidential and constitutes a valuable asset of CCA. Licensee shall not use any Proprietary Material for any purpose not specifically authorized in this Agreement.

6.3 Licensee will limit access to Proprietary Material to those employees or consultants whose use of or access thereto is necessary to Licensee's use of Licensed Products. Licensee has entered or will enter into appropriate written agreements with its employees and consultants to prevent the unauthorized use, disclosure or copying of Proprietary Material and shall take all reasonable precautions to protect and maintain the confidentiality of Proprietary Material, including at a minimum, those precautions Licensee employs to protect its own confidential information. Licensee shall not disclose, publish, display or otherwise make available to any person any of the Proprietary Material or copies thereof without CCA's prior written consent. Licensee shall not duplicate, copy or reproduce any of the Proprietary Material, except with the prior written consent of CCA.

6.4 Licensee may make copies of Licensed Products only (1) for use on the Designated Equipment and (2) for back-up or archival purposes. Licensee will keep records of the number and location of such copies and make such records available to CCA. Licensee shall not remove any copyright or proprietary rights notice included in any Proprietary Material and shall reproduce all such notices on any copies of any Proprietary Material which Licensee may make.

6.5 CCA shall retain all title, copyright and other proprietary rights to all Proprietary Material furnished by CCA to Licensee and all copies made by Licensee.

6.6 Licensee's obligations under this Section 6 shall survive any termination or expiration of this Agreement.

7. Warranties; Limitations

7.1 CCA warrants that, during the first year following delivery of a Licensed Product, the Licensed Product will conform in all material

respects to the specifications contained in the Documentation initially furnished to Licensee for use with the Licensed Product. CCA's sole responsibility under this warranty shall be to correct or replace that portion of the Licensed Product which fails to conform to said warranty, provided, however, that Licensee has reported in writing to CCA any defect or error claimed to be a breach of warranty within one year after delivery of the Licensed Product to Licensee. CCA will have no liability under the foregoing warranty if (1) Licensee modifies the Licensed Product without CCA's prior written consent, (2) Licensee fails to give CCA written notice of the claimed breach of warranty or (3) the failure to conform is caused in whole or part by persons other than CCA or by products, equipment or computer programs not furnished by CCA.

7.2 THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE ONLY WARRANTIES GIVEN BY CCA WITH RESPECT TO LICENSED PRODUCTS FURNISHED TO LICENSEE; CCA MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR ARISING BY CUSTOM OR TRADE USAGE, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE. CCA'S EXPRESS WARRANTIES SHALL NOT BE ENLARGED, DIMINISHED OR AFFECTED BY, AND NO OBLIGATION OR LIABILITY SHALL ARISE OUT OF, CCA'S RENDERING OF TECHNICAL OR OTHER ADVICE OR SERVICE IN CONNECTION WITH LICENSED PRODUCTS.

7.3 Except as is set forth in Section 8 of this Agreement, CCA's liability in contract, tort or otherwise arising out of or in connection with a Licensed Product or this Agreement shall not exceed the license fee paid to CCA by Licensee with respect to said Licensed Product. IN NO EVENT SHALL CCA BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR TORT DAMAGES, INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF LICENSED PRODUCTS OR CCA'S PERFORMANCE OF SERVICES OR OF ANY OTHER OBLIGATIONS RELATING TO LICENSED PRODUCTS, EVEN IF CCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Except with respect to damages caused by CCA's negligence, Licensee shall indemnify CCA and hold it harmless from any loss, claim or damage to any person arising out of Licensee's use of Licensed Products.

8. Patent and Copyright Indemnification

8.1 CCA shall defend Licensee or, at CCA's option, settle, any claim that a Licensed Product infringes any United States patent, copyright or any trade secret, and shall indemnify Licensee against all costs, damages and expenses finally awarded against Licensee which result from any such claim, provided that Licensee notifies CCA promptly in writing of any such claim or proceeding, gives CCA full and complete authority, information, and assistance to defend such claim or proceeding and gives CCA sole control of the defense of any such claim or proceeding and all negotiations for its compromise or settlement. Should a Licensed Product or any part thereof become, or in CCA's opinion be likely to become, the subject of a claim of infringement or the like under any patent, copyright, or trade secret laws, CCA shall have the right, at CCA's option and expense, either to procure for Licensee the right to continue using it, or to replace or modify it so that it becomes noninfringing (provided that such modification or replacement does not materially degrade the quality or performance of the Licensed Product) or, after all reasonable attempts have been made with respect to the foregoing alternatives, to refund the license fee paid to CCA by Licensee.

8.2 CCA shall have no liability or obligation with respect to any such claim based upon the combination of Licensed Products with other products not furnished by CCA or any addition to or modification of Licensed Products made by any person other than CCA. CCA will have no obligation fof any costs incurred by Licensee without CCA's prior written authorization. This Section states CCA's entire obligation and liability for infringement by Licensed Products or the use thereof.

9. Term; Termination

9.1 This Agreement shall become effective on the date on which it is accepted by CCA at CCA's principal place of business in Cambridge, Massachusetts and shall remain in effect unless terminated as provided herein. The grant of license for a Licensed Product shall take effect on the date on which the Product Schedule therefor is accepted by CCA in Cambridge, Massachusetts and shall remain in effect unless terminated as provided herein or for the term set forth in the Product Schedule for such Licensed Product.

9.2 If Licensee shall fail to perform or shall be in breach of any of its obligations hereunder and shall have failed or been unable to remedy said failure or breach within thirty (30) days after receipt of written notice from CCA with respect thereto, CCA may terminate this Agreement, or any license granted hereunder, by giving written notice of termination to Licensee.

9.3 Within one month after any termination or expiration of any license granted hereunder, Licensee (a) shall deliver to CCA all Proprietary Material received from CCA or made in connection with such license, including any copies, and (b) shall destroy or render unusable all other such Proprietary Material and any copies, including information and data relating to the Licensed Product stored in any storage facility, which for any reason cannot be delivered to CCA. In addition, an authorized employee of Licensee shall certify in writing to CCA that all such Proprietary Material has been delivered to CCA, destroyed or rendered unusable and that use of the terminated Licensed Product and any portion thereof has been discontinued.

10. Source Code Availability

10.1 CCA has entered into an Escrow Agreement with a third party by which CCA's licensees may obtain access to Licensed Product source code under specified circumstances. The Escrow Agreement sets forth the conditions under which licensees may have access to source code for Licensed Products.

11. General Provisions

11.1 This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements and understandings relating thereto. No representation, condition, understanding, statement of intention or agreement of any kind, oral or written, shall be binding upon the parties unless set forth or specifically incorporated herein. No waiver, alteration, modification, or cancellation of any of the provisions of this Agreement shall be binding unless made in writing and signed by the parties. The failure of either party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce such provision. No remedy referred to in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available at law or in equity. Any provision of Licensee's order which is in any way inconsistent with or in addition to the terms and conditions of this Agreement shall not be binding upon CCA unless CCA specifically accepts any such provision in writing.

11.2 Neither CCA nor Licensee shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of materials or equipment, failures or delays in delivery of vendors and suppliers or delays in transportation.

11.3 All written notices to be given in connection with this Agreement shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to the party entitled or required to receive such notice at the addresses specified on the face hereof.

11.4 Licensee agrees that CCA may use Licensee's name and the nature or type of use of Licensed Products by Licensee in any CCA press releases, advertisements and promotional materials.

11.5 In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions contained in this Agreement.

11.6 This Agreement shall be subject to and interpreted in accordance with the substantive law of The Commonwealth of Massachusetts.

11.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives, provided, however, that the rights, duties and privileges of Licensee hereunder may not be assigned, sublicensed or otherwise transferred by it, in whole or in part, without the prior written consent of CCA.

LICENSEE ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT AND AGREES TO ALL TERMS AND CONDITIONS STATED HEREIN.

Licensee

By: _____
(authorized signature)

Name: _____
(please type or print)

Title: _____

Accepted by
Computer Corporation of America

By: _____

Title: _____

Date: _____

MAINTENANCE AGREEMENT
FOR
CCA LICENSED PRODUCTS

MAINTENANCE AGREEMENT FOR CCA LICENSED PRODUCTS

COMPUTER CORPORATION OF AMERICA
Four Cambridge Center
Cambridge, Massachusetts 02142

Licensee Name: El Dorado County

Billing Address: 360 Fair Lane
Placerville, CA 95667

License Agreement No: _____

Computer Corporation of America ("CCA") and Licensee agree that the terms and conditions of this Maintenance Agreement, made as of _____, 198__ ("the Effective Date") will govern the provision of maintenance services to Licensee by CCA.

Maintenance services will be provided by CCA only with respect to Licensed Products for which Licensee has been granted a license pursuant to an Agreement for CCA Licensed Products ("License Agreement") between CCA and Licensee.

TERMS AND CONDITIONS

1. Definitions

1.1 "Contract Month" shall mean calendar month, provided, however, that the first Contract Month shall include only the remaining days of the calendar month containing the Effective Date.

1.2 "Maintenance Period" shall mean a period of twelve consecutive Contract Months. The initial Maintenance Period shall commence with the first Contract Month.

1.3 "Maintenance Service Notice"("Notice") shall mean a form similar to the one attached hereto which lists the Licensed Products for which Licensee shall receive maintenance services, during a specified Maintenance Period, and the maintenance fee therefor.

2. Provision of Maintenance Services

2.1 CCA's provision of maintenance services ("Error Correction," "Updates," and "Hotline Services") shall be subject to the terms and conditions of this Maintenance Agreement ("Agreement"). Licensee agrees that all Error Corrections and Updates provided to Licensee by CCA are subject to all the terms and conditions set forth in the License Agreement including the scope of the license grant and all provisions related to Proprietary Material.

3. Error Correction

3.1 During a Maintenance Period, CCA shall attempt to correct documented errors in a Licensed Product which are reported to CCA. If a reported error has caused a Licensed Product to be inoperable, or Licensee's notice to CCA states that such error is substantial and material with respect to Licensee's use of a Licensed Product, CCA shall, as expeditiously as possible, use its best efforts to correct such error, or to provide a software patch or bypass around such error. CCA does not warrant or represent that all errors can or will be corrected.

3.2 If Licensee reports an error to CCA, Licensee shall give CCA reasonable access to the Designated Equipment, the applicable Licensed Product, and all relevant Documentation and records, and shall provide such reasonable assistance as CCA may request, including the provision of sample output and other diagnostic information, to assist CCA in the provision of maintenance services. In no event shall CCA have any responsibility to correct any errors or damage resulting from changes to or modifications of a Licensed Product made by Licensee. CCA shall not be responsible for correcting any alleged error if Licensee fails to incorporate in a Licensed Product any Update (as defined in Section 4 hereof) which CCA has provided to Licensee.

4. Updates

4.1 During a Maintenance Period, CCA shall provide to Licensee, at no additional cost, any updates, error corrections, modifications or enhancements ("Updates") of a Licensed Product, which are developed or published by CCA and made generally available to other licensees of a Licensed Product at no additional cost. Any other Updates developed or published by CCA will be offered to Licensee at CCA's then current published rates. All Updates shall become part of the Licensed Product, and CCA shall be free to license others with respect thereto.

5. Hotline Service

5.1 During a Maintenance Period, CCA shall provide Licensee remote access to CCA personnel to assist Licensee in answering routine questions with respect to the use of a Licensed Product. Licensee's access to CCA personnel shall include both telephone access and access by means of CCA's electronic mail service, when made available by CCA, provided, however, that all common carrier charges incurred by Licensee and all costs of telephone and terminal equipment incurred by Licensee shall be borne by Licensee. CCA also provides twenty-four hour a day, seven day a week access to personnel which is available for emergency questions with respect to substantial and material errors in Licensed Products.

6. Term

6.1 The term of this Agreement shall commence on the Effective Date and shall remain in effect for successive Maintenance Periods unless terminated as provided herein.

6.2 On the commencement of the initial Maintenance Period and at least thirty days prior to the expiration of each Maintenance Period, CCA will send Licensee a Maintenance Service Notice in the form attached hereto. Each Notice will set forth the Licensed Products which will receive maintenance services and CCA's then current maintenance fee therefor. If Licensee does not terminate this Agreement, as provided herein, prior to the commencement of the Maintenance Period specified in the Notice, then this Agreement shall continue and Licensee shall be obligated to pay the maintenance fee specified in the Notice.

7. Maintenance Fee; Taxes

7.1 Licensee shall pay the full amount of the maintenance fee specified in a Notice after commencement of the Maintenance Period within thirty (30) days of receipt of CCA's invoice therefor.

7.2 In addition to the foregoing amounts, Licensee will pay all federal, state, municipal, and other governmental excise, sales, use, customs, value added, occupational, or other taxes, fees or duties now in force or enacted in the future that are levied or based upon Licensee's payments to CCA or upon this Agreement, but excluding taxes measured by CCA's net income. In the event CCA is required at any time to pay any such tax, fee, duty or charge, Licensee will promptly reimburse CCA.

8. Termination

8.1 Either party may terminate this Maintenance Agreement, as of the end of any Maintenance Period by giving written notice to the other, such notice to be given by CCA not less than sixty days prior to the expiration of the Maintenance Period or by Licensee prior to the expiration of the Maintenance Period. In addition, either party may terminate this Agreement at any time if the other party fails or defaults in the performance of any of its obligations under this Agreement or under the License Agreement, effective upon such party giving written notice of termination to the defaulting party. This Agreement shall terminate automatically upon any termination or expiration of the License Agreement.

9. Limitation of Liability

9.1 CCA MAKES NO WARRANTIES HEREUNDER, EITHER EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). Licensee agrees that CCA's liability hereunder for damages shall not exceed the annual maintenance fee paid, or payable, by Licensee to CCA under this Agreement for the Maintenance Period in which the cause of action accrued. In no event shall CCA be liable for any indirect, consequential, incidental or tort damages.

10. General

10.1 Any provision of Licensee's order which is in any way inconsistent with or in addition to the terms and conditions of this Agreement shall not be binding on CCA and CCA's failure to object to any such provisions shall not be construed as a waiver of the terms and conditions of this Agreement nor as an acceptance of any such provision.

10.2 Neither CCA nor Licensee shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of materials or equipment, failures or delays in delivery of vendors and suppliers or delays in transportation.

10.3 This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements and understandings relating thereto. No representation, condition, understanding, statement of intention or agreement of any kind, oral or written, shall be binding upon the parties unless incorporated herein. No waiver, alteration or modification of any of the provisions hereof shall be binding unless made in writing and signed by the parties by their respective officers thereunto authorized. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives, provided, however, that this Agreement may not be assigned by Licensee. This Agreement shall be subject to and construed in accordance with the substantive law of the Commonwealth of Massachusetts.

DMC 4/23/87

LICENSEE ACKNOWLEDGES THAT IT HAS READ THIS MAINTENANCE AGREEMENT AND AGREES TO ALL TERMS AND CONDITIONS STATED HEREIN.

Licensee

By: _____
(authorized signature)

Name: _____
(please type or print)

Title: _____

Accepted by
Computer Corporation of America

By: _____

Title: _____

Date: _____

ADDITIONAL PARTY AGREEMENT TO

CCA'S ESCROW AGREEMENT

ADDITIONAL PARTY AGREEMENT TO CCA'S ESCROW AGREEMENT

Whereas. Computer Corporation of America ("CCA") and Foley, Hoag & Eliot have entered into a certain Escrow Agreement dated April 11, 1983 (the "Agreement") a copy of which is attached hereto as Attachment 2;

Whereas, the undersigned is a licensee or sublicensee of one or more Programs (as defined in the Agreement) under a written license agreement; and

Whereas. the undersigned wishes to become a Participating User (as defined in the Agreement) and a party to the Agreement;

Now, therefore, in consideration of the covenants contained in the Agreement, the undersigned agrees;

1. That it shall be bound by all of the terms, conditions and covenants of the Agreement; and

2. That, in the event it obtains any source code of one or more of the Programs, the provisions set forth in Attachment 1 to this Additional Party Agreement shall apply to its possession and use of such source code.

Accepted:

COMPUTER CORPORATION
OF AMERICA

By:_____

Title:_____

Date:_____

_____
(Participating User)

By:_____

Signature:_____

Title:_____

Date:_____

Attachment 1

Notwithstanding any contrary provisions in the Participating User's license or sublicense agreement for the use of the Program, the Participating User's use and possession of any source code of the Program ("Program Source Code") shall be subject to the following terms and conditions:

A. CCA shall retain all title, copyright and other proprietary rights to all Program Source Code furnished by CCA to the Participating User and all copies thereof made by the Participating User.

B. The Participating User acknowledges that the Program Source Code is confidential and constitutes a valuable asset of CCA. The Participating User shall not disclose, publish, display or otherwise make available to any persons any of the Program Source Code or copies thereof without CCA's prior written consent. The Participating User shall not duplicate, copy, reproduce or use any of the Program Source Code other than for the purpose of maintaining and supporting the Program. Without limiting the generality of the foregoing, the Participating User shall not use, or permit other persons to use, any Program Source Code for the purpose of creating, improving

or otherwise assisting in the development of any computer software programs or products which perform functions similar to, or are competitive with the Program.

C. The Participating User shall limit the use of and access to the Program Source Code to its bonafide employees and consultants whose use of or access to the Program Source Code is necessary to the Participating User's maintenance and support of the Program and shall take appropriate action, by agreement, instruction or otherwise, to protect the Program Source Code from publication, disclosure or unauthorized use.

D. The Participating User shall not remove any copyright or proprietary rights notice included in or on any Program Source Code and shall reproduce all such notices on any copies of any Program Source Code which the Participating User may make.

E. Upon the expiration or termination of the license agreement granting to the Participating User the right to use the Program, the Participating User shall return to CCA the Program Source Code and all copies thereof, in any medium, in the Participating User's possession, custody or control.

ATTACHMENT 2

ESCROW AGREEMENT

This Agreement, made this 11th day of April, 1983, by and between Computer Corporation of America ("CCA"), a Massachusetts corporation and Foley, Hoag & Eliot ("Escrow Agent"), a Massachusetts partnership.

W I T N E S S E T H T H A T:

WHEREAS, CCA has heretofore entered into certain license agreements granting to the licensees named in said agreements the right to use or to sublicense the computer software products identified therein, and CCA may hereafter enter into additional such license agreements; and

WHEREAS, CCA wishes to deposit with Escrow Agent the source codes for said computer software products and to establish a mechanism whereby certain licensees and sublicensees thereof will have the right to receive copies of such source codes if CCA becomes unable to maintain said computer software by reason of certain events.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. Creation of Escrow.

(a) Initial Deposit. Within thirty (30) days after the execution of this Agreement, CCA shall deposit with Escrow Agent one copy of the source code for each computer software product ("Program") listed on Appendix A hereto. Each such copy shall be deposited in one or more sealed packages clearly labeled so as to indicate the name of the Program for which the contents

are all or a part of the source code and the date of its release by CCA. CCA shall deposit only one copy of the source code for each Program irrespective of the number of licensees or sublicensees entitled to exercise rights under this Agreement.

(b) Subsequent Deposits. CCA shall, from time to time, replace the source codes deposited with Escrow Agent with revised versions of such source codes to encompass improvements and modifications in the applicable Program which have been furnished generally to CCA's licensees. Escrow Agent shall return to CCA any source codes or portions thereof which are so replaced by CCA, provided, however, that Escrow Agent shall retain said replaced version of the source code until such time as the next revision of the source code is deposited by CCA with Escrow Agent. In addition, Escrow Agent shall return to CCA the source code for any Program or any version thereof which, at the time CCA requests its return, is not licensed to any Participating User (as hereinafter defined).

Section 2. Participating Users.

Any licensee or sublicensee of a Program may, with the written consent of CCA, become a Participating User, and a party to this Agreement, by delivering to each of CCA and Escrow Agent an executed Additional Party Agreement, substantially in the form of Appendix B hereto. Any Participating User shall cease to be a Participating User with respect to a Program upon receipt by the Escrow Agent of written notice from CCA of the expiration or earlier termination of such Participating User's license or sublicense for

the use of such Program. CCA shall transmit promptly a copy of such notice to the Participating User named therein.

Section 3. Event Triggering Release of Source Code.

An event triggering release of source code shall be deemed to have occurred under this Agreement if CCA ceases to offer maintenance services for a Program or becomes unable to maintain a Program by reason of insolvency, making an assignment for the benefit of creditors, having a receiver appointed to manage its affairs, or being adjudicated a bankrupt under the laws of the United States and such Participating User's use of said Program is likely to become seriously impaired as a result.

Section 4. Release of Source Code.

Any Participating User may give written notice to Escrow Agent and CCA of the occurrence of an event triggering release of source code, which notice shall specify the nature of the event and identify with specificity the Program affected (the "Affected Program"). The Participating User shall deliver to Escrow Agent the original return receipt proving the receipt of the aforesaid notice by CCA, and Escrow Agent shall deliver to CCA a copy of any notice delivered to it by a Participating User pursuant to this Section 4 no later than five (5) business days after receipt thereof by Escrow Agent. Unless, within sixty (60) days following the receipt by Escrow Agent of the aforesaid return receipt, CCA has filed with Escrow Agent an affidavit to the effect that no such event triggering release has occurred, or that such event has been cured, or that the Participating User is in default under its license or sublicense agreement applicable

to the Affected Program, Escrow Agent shall, at the expense of the Participating User, reproduce the source code for the Affected Program and deliver the reproduced copy thereof to the Participating User in accordance with such Participating User's instructions. Escrow Agent shall thereafter continue to hold the original of such source code in one or more sealed packages pursuant to the terms of this Agreement. If such an affidavit is filed with Escrow Agent by CCA within said sixty (60) day period, then Escrow Agent shall not deliver any source code to the Participating User until directed in writing to do so by CCA or until the Escrow Agent is ordered to do so by final judgment, not subject to further appeal, of a court of competent jurisdiction.

Section 5. Use of Source Code by Participating Users.

In the event that a Participating User is furnished a copy of any source code, such Participating User shall be authorized to use such source code only for the purpose of maintaining and supporting the Affected Program. Any such source code shall be treated as proprietary and confidential material under the Participating User's license or sublicense agreement for the use of the Program and shall remain subject to all restrictions set forth in the Participating User's Additional Party Agreement.

Section 6. Limited Liability of Escrow Agent.

Escrow Agent shall not, by reason of its execution of this Agreement, assume any responsibility or liability other than for the performance of its obligations with respect to source code held by it in accordance with this Agreement. Escrow Agent shall act hereunder as a depository only and shall not be responsible

for the sufficiency, correctness, genuineness or validity of the source code deposited with it, nor shall it have any obligation to ensure that CCA deposits updated versions of source code with it. Escrow Agent shall not be liable for any failure of either CCA or a Participating User to comply with any of the provisions of this Agreement. Escrow Agent shall be entitled to rely upon any notice, signature or writing which on its face purports to be genuine and to be signed or presented by a proper party or parties. Escrow Agent's decision as to the sufficiency of any notice or affidavit delivered to it pursuant to Section 4 of this Agreement shall be final and conclusive. In no event shall Escrow Agent be liable for any loss, damage or other injury to any person as a result of any act or failure to act in connection with this Agreement which is not due to Escrow Agent's gross negligence or willful misconduct, and CCA shall indemnify Escrow Agent and hold it harmless from any and all liability, damages, costs or expenses, including reasonable attorneys' fees, which may be sustained or incurred by Escrow Agent as a result of any such act or failure to act.

Section 7. Expenses of Escrow Agent.

CCA shall reimburse Escrow Agent for all reasonable expenses incurred by Escrow Agent from time to time in connection with this Agreement.

Section 8. Resignation of Escrow Agent.

Escrow Agent may resign from its duties hereunder by giving written notice to CCA of its resignation and its appointment of a successor escrow agent. Any such resignation shall take effect

upon the successor escrow agent's acceptance of the appointment by means of a written instrument delivered to CCA and Escrow Agent setting forth the successor escrow agent's agreement to assume all of Escrow Agent's obligations hereunder.

Section 9. Notices.

All notices required by this Agreement to be given to a party must be in writing and shall be sufficiently given by mailing the same by certified or registered mail, return receipt requested, to the party at their respective addresses set forth below, or to such other addresses as a party may designate in writing to the other parties hereto:

(a) CCA:

Computer Corporation of America
Four Cambridge Center
Cambridge, Massachusetts 02142
Att: Vice President, Finance

(b) Escrow Agent:

Foley, Hoag & Eliot
One Post Office Square
Boston, Massachusetts 02109
Att: Donald R. Ware

Section 10. Severability.

In the event that any provision of this Agreement or the application hereof to any person or in any circumstances shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be unlawful, invalid, or unenforceable, shall not be affected thereby, and each remaining provision of

this Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law.

Section 11. Force Majeure.

CCA shall not be deemed to have ceased offering maintenance for a Program or to have become unable to maintain a Program because of delays caused by strikes, lockouts, fire, theft, inability to obtain materials, delays of carriers or suppliers, acts of God, governmental action, proclamations or regulations, riot, civil commotion, wars, malicious mischief or, without limiting the the foregoing, by any other cause beyond its reasonable control or not occasioned by its fault or negligence.

Section 12. General. This Agreement sets forth the entire agreement among the parties relating to the subject matter hereof. This Agreement shall be binding upon, and inure to the benefit of, the successors, assigns and legal representatives of the parties hereto, provided, however, that a Participating User may assign its rights under this Agreement with respect to a Program only in conjunction with a permitted assignment of its license agreement with CCA for the Program. This Agreement shall be governed by, and construed in accordance with, the substantive law of The Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have executed this Agreement, including Appendices A and B incorporated herein, in

duplicate, as a sealed instrument, as of the day and year first above written.

COMPUTER CORPORATION OF AMERICA

By _____

Its Vice President - Finance

FOLEY, HOAG & ELIOT

By _____

APPENDIX A

Programs

COMET/11: The computer programs and routines forming CCA's electronic message system designed for operation on Digital Equipment Corporation 16-bit PDP-11 series computer equipment.

COMET/204: The computer programs and routines, written in MODEL 204 User Language, forming CCA's electronic message system designed for operation on certain IBM and IBM plug compatible computer equipment. Source code for COMET/204 shall not include source code for MODEL 204.

TEXT/204: The computer programs and routines, written in MODEL 204 User Language, forming CCA's on-line text storage and retrieval system, designed for operation on certain IBM and IBM plug compatible computer equipment. Source code for TEXT/204 shall not include source code for MODEL 204.

MODEL 204 Database Management System: The computer programs and routines of CCA's MODEL 204 Database Management System that have been released generally to CCA's licensees. At present, the MODEL 204 Database Management System is comprised of the following components:

Basic System
User Language
Host Language Interfaces
Utilities
Teleprocessing Interfaces
Data Dictionary
Math Pak

ATTACHMENT

RE: REQUEST FOR PROPOSAL #755-055
DISPOSAL OF DOCUMENTATION

The following provides clarification to the confidentiality statement contained in the Mainframe Request for Proposal as it relates to the disposition of proposal documentation during the procurement process.

1. The final proposal document becomes public upon the final proposal opening date, however, no information will be released until the notice of intent to award and then only with the following stipulations:

   A. Final proposal documents may only be reviewed in the Purchasing Office, upon written request stating the reason for review as described in Paragraph 2.E.1 in the RFP. and the portion of the final proposal to be reviewed.

   B. It shall be the decision of the County to determine merit of each request and to release information accordingly.

   C. When a vendor requests and receives authorization to view a portion of another vendor's proposal, that same portion of the requesting vendor's proposal will be made available to the appropriate vendor.

2. All preliminary proposals, draft proposals, correspondence, memoranda, working papers, brochures, and any other appropriate materials will be returned to each bidder immediately following execution of contracts resulting from awards.

   A. Prior to return, all preliminary documentation described herein shall remain confidential unless County determines public interest is best served by an items disclosure because of its direct impact to a protest decision, agreement, or evaluation of a proposal.

   B. For those bidders quoting on all components, said materials will be returned upon execution of the last appropriate contract. Return shall be accomplished by each bidder picking up from the Purchasing Office its Request for Proposal materials as identified herein.