

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



167

FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE:
04/03/13

SUBJECT: Approval of Hewlett-Packard Corp. as the Sole Source Provider of Two Computer Operating Systems to Upgrade and Replace the Sheriff's Computer Aided Dispatch Application

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Authorize the Purchasing Agent to engage Hewlett-Packard Corp. (HP) to provide two computer operating systems to upgrade and replace the Sheriff's Computer Aided Dispatch application at a cost not to exceed \$1,286,561, without securing competitive bids, in accordance with Ordinance 459.4.

2. Authorize the Purchasing Agent to enter into a five year agreement with the County's awarded finance company, Pinnacle Public Finance, Inc., for purchase of the new CAD system.

3. Authorize the Purchasing Agent to approve future needed expenditures with HP not to exceed \$100,000 annually through the life of the equipment or June 30, 2018, whichever comes first.

(Continued on Page 2)

[Signature]

Stanley L. Sniff Jr., Sheriff-Coroner-PA
Will Taylor, Director of Administration

FINANCIAL
DATA

Current F.Y. Total Cost: \$0
Current F.Y. Net County Cost: \$0
Annual Net County Cost: \$368,260

In Current Year Budget: Yes
Budget Adjustment: No
For Fiscal Year: FY 2012-13

SOURCE OF FUNDS: Department budget
BR 13-075

Positions To Be Deleted Per A-30 ☐
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY *[Signature]*
Elizabeth J. Olson

County Executive Office Signature

Policy ☒ Policy ☒
Consent ☐ Consent ☐

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: 09/25/01 3.40 District: All Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3-53

Sole Source Award to Hewlett-Packard for the Provision of Two Computer Systems to Replace the Sheriff's Computer Aided Dispatch Application

BR 13-075

Page 2

BACKGROUND: Riverside County Sheriff's Department uses the HP Nonstop computer systems to support the Computer Aided Dispatch (CAD) application for the processing of 9-1-1 emergency and non-emergency phone calls, for calls for service (approximately 800,000 per year), and dispatching deputies.

The Sheriff's Department has been using the HP Nonstop computer systems since 1984 when the County purchased the CAD application. The CAD application code was written to take advantage of the HP NonStop Platform's Fault-Tolerant Architecture, which provides the maximum computer system up-time. The unique feature of this computer system is the CAD application itself. The application has been continually upgraded to meet dispatcher, call taker and the deputies' needs and demands.

With the ever increasing demand of dispatchers, call takers and deputies on the CAD application, continuous addition of the CAD modules, functionality and more virtual positions/ mobile units, the system performance has been decreasing over the past several years, causing CAD application slowness, directly impacting dispatchers and call takers performing tasks. Basically, the addition of users, new operational functionality and system operating requirements, have resulted in a degradation of system performance; we have simply out grown these systems.

The computer systems, the platforms for the application, generally last for 5 to 7 years before they need to be upgraded, which we have done several times since we began using the HP systems. We have had our current systems for over 7 years. Due to the advanced age of the systems, HP has notified the department that they are concerned that the old systems will not perform as needed and have an increased possibility of hardware component failure, and they cannot ensure replacement parts will be available.

To mitigate concerns of support for the system and to ensure the required reliability to meet the day to day needs, there is a requirement to replace these old outdated computer systems. The replacement of these computer systems with new upgraded systems will ensure that day to day operations are met and the failures are fixed by confirmed maintenance support with a guarantee that replacement hardware is available. Furthermore, upgrading these systems will provide system resources for the CAD application, making it able to perform faster and provide the ability to handle tomorrow's computer needs. Switching to any other computer system would require lengthy research, code development and testing prior to implementation. This could take a minimum of three to five years.

The Sheriff's CAD application supports 9-1-1 calls, and the mission critical nature of the CAD application is crucial for public and officer safety. This responsibility demands the maximum amount of computer system up-time, which the HP Nonstop environment/system is designed to provide. The loss of the CAD computer system would result in a direct delay in the response to 9-1-1 calls being answered, locating addresses for citizens calling for service and deputies being dispatched to calls. The sheer volume of calls being answered and the

numbers of deputies being dispatched could not be handled without a computer system/CAD application.

The County Technology Standards and Oversight Committee has unanimously approved the request to purchase the HP Nonstop computer systems.

PRICE REASONABLENESS: County Purchasing staff worked with the Sheriff's Department and the HP Sales Representatives to ensure that the best governmental pricing was offered to the department. The department is requesting to finance this system over the next five years. The purchase price for the two systems includes Hardware \$292,070, Software \$490,311, Maintenance \$435,580, Installation \$68,600 for a total cost of \$1,286,561. The equipment will be financed for five years through the County's awarded finance company Pinnacle Public Finance, Inc., with an interest rate of 1.6006%. The annual cost of this purchase will be \$268,260. The current system's annual maintenance and software cost is \$316,749, and increases annually based on the age of the software; therefore, the new systems will have a minimum cost savings of \$48,489 per year, or approximately \$242,445 over the next five years. The life of the new systems is 7 to 8 years.

Date: March 6, 2013

From: Will Taylor, Chief of Finance Agency: Sheriff – TSB - Dispatch

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for two HP Nonstop computer systems

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. **Supply/Service being requested:** The purchase of two computer systems, operating system, licensing of firmware, hardware and software maintenance, installation and application migration services.
2. **Supplier being requested:** Hewlett-Packard Company (HP)
3. **Alternative suppliers that can or might be able to provide supply/service:** None. The HP CAD system was first purchased in 1984, and last updated approximately 7 years ago. The current equipment is at the end of its useful life, and due to the age of the software, licensing has become too costly to maintain. HP has advised the Sheriff's Department they will no longer support the current system, and at this time there are no other options that meet the Sheriff's Department's immediate needs. To even consider other applications/systems would require extensive research, code development and testing prior to implementation.
4. **Extent of market search conducted:** None. There are no other computer platforms except the HP Nonstop Guardian Operating system that can support the Computer Aided Dispatch (CAD) application.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** The Sheriff's CAD application code was written to take advantage of the HP NonStop Platform's Fault-Tolerant Architecture which provides the maximum computer system up time. The unique feature of this computer system is the CAD application itself. The application has been continually upgraded to meet dispatcher, call taker and deputy's needs and demands. Switching to any other computer system would require lengthy research, code development and testing prior to implementation. This could take a minimum of three to five years.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** The Sheriff's CAD application supports 9-1-1 calls, and the mission critical nature of the CAD application is crucial for public and officer safety. This responsibility demands the maximum amount of computer system up time, which the HP Nonstop environment/system is designed to provide. The loss of the CAD computer system would result in a direct delay in the response to 9-1-1 calls being answered, locating addresses for citizens calling for service and deputies being dispatched to calls. The sheer volume of calls being answered and the numbers of deputies being dispatched could not be handled without a computer system/CAD application.
7. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** County Purchasing staff worked with the Sheriff's Department and the HP Sales Representatives to ensure that the best governmental pricing was offered to the Sheriff's Department. The Department is requesting to finance this system over the next five years. The purchase price for the two systems include Hardware \$292,070, Software \$490,311, Maintenance \$435,580, Installation \$68,600 for a total cost of \$1,286,561. The equipment will be financed for five years through the County's awarded finance company Pinnacle Public Finance, Inc., with an interest rate of 1.6006%. The annual cost of this purchase will be \$268,260. The current system's annual maintenance and software cost is \$316,749, and increases annually

with the age of the software; therefore, the new systems will have a minimum cost savings of \$48,489 per year, or approximately \$242,445 over the next five years. The useful life of the new systems is 7 to 8 years.

8. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).** Yes, the CAD application does obligate the Sheriff's Department to use this equipment because the application is written specifically to run on this platform, operating system and architecture. This purchase will provide the County the time required to research other CAD applications so when the time comes around again, the County can chose to change platforms or stay with this platform.
9. **Period of Performance:** One time purchase of two systems in the amount not to exceed \$1,286,561, and allow the Purchasing Agent to authorize future upgrades not to exceed \$100,000 annually through the life of the equipment or June 30, 2018, whichever comes first.

Chief Deputy Signature

Date

Department Head Signature

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 1,286,561

☒ One time

☒ Annual Amount through \$100,000 -

Purchase on going
13-433 13-433A

Purchasing Agent

Date

Approval Number

(Reference on Purchasing Documents)



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
To be completed for all departmental purchases of IT systems, services or renewals

26398
Tracking Number for
Internal Use Only

REQUESTED PURCHASE: HP NON-STOP COMPUTER SYSTEMS FOR CAD	
DEPARTMENT/AGENCY: SHERIFF/ DISPATCH CAD	
CONTACT NAME/PHONE: J WATLER 955-2043 R WALTER 955-2523	
PURCHASE REQUEST: <input type="checkbox"/> NEW EQUIPMENT/SERVICES <input checked="" type="checkbox"/> UPGRADE <input checked="" type="checkbox"/> REPLACEMENT	
PURCHASE TYPE: <input checked="" type="checkbox"/> PROFESSIONAL SERVICES <input checked="" type="checkbox"/> SOFTWARE <input checked="" type="checkbox"/> HARDWARE <input type="checkbox"/> RENEWAL	
DESCRIBE REQUESTED PURCHASE	<p>Purchase of two HP Nonstop NS2200-B computer systems with the Guardian operating system, Onetime Licensing Cost (OLC) of firmware, five year hardware and software 24 x 7/maintenance, hardware installation/removal and application migration services.</p> <p>HP Nonstop quotes attached.</p>
BUSINESS NEEDS ADDRESSED	<p>This particular equipment is required due to the Riverside County Sheriff's Computer Aided Dispatch (CAD) application code, written to take advantage of the HP NonStop Platform's Fault-Tolerant Architecture which provides the maximum computer system up time. The unique feature of this computer system is the CAD application itself which is coded to use the Guardian operating system. This feature will continue processing a particular transaction even when the system has a processor failure. Processing 9-1-calls and dispatching of such calls of this critical nature requires a computer system that uses the Nonstop platform.</p> <p>The CAD application is owned by Riverside County, it was purchased in 1984 and has been continually upgraded to meet dispatcher, call taker and deputy's needs and demands. Switching to any other computer system would require a completely new CAD application, which is conservatively estimated to take 5 years and 10-15 million dollars.</p> <p>Current equipment is past its lifecycle which if not replaced, we can expect increases in component failures and possible system downtime. HP has informed the Sheriff's Department of the end life cycle on the current system as of June 2013 and the level of support cannot be guaranteed. New equipment will provide 5 - 7 years of useful life with higher than normal computer system uptime and reliability. This will give RSO time to research, evaluate, purchase, interface, install, configure, migrate and train on a different CAD application if there is an advantage to do so.</p> <p>Sole source document attached.</p>
ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> UNKNOWN	
BUSINESS CRITICALITY <input checked="" type="checkbox"/> Run the business <input checked="" type="checkbox"/> Grow the business <input checked="" type="checkbox"/> Transform the business	BUSINESS IMPACT (SELECT ALL THAT APPLY) <input checked="" type="checkbox"/> Support current operations <input checked="" type="checkbox"/> Reduce Expenses <input checked="" type="checkbox"/> Improve Customer Service <input checked="" type="checkbox"/> Improve Operational Efficiencies

Date: March 6, 2013
From: Javier Ramirez, IT Spvr BSA and Rick Walter, IT Spvr SA
Agency: Sheriff - TSB - Dispatch
To: Board of Supervisors - Purchasing Agent
Via: Purchasing Agent
Subject: Sole Source Procurement: Request for two HP Nonstop computer systems

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

Supply/Service being requested: The purchase of two computer systems, operating system, licensing of firmware, hardware and software maintenance, installation and application migration services.

Supplier being requested: Hewlett-Packard Company (HP)

Alternative suppliers that can or might be able to provide supply/service: None - this technology, architecture, hardware and software is entirely held and controlled by Hewlett Packard Inc. There is no other vendor that can supply, support, maintain and license this equipment.

Extent of market search conducted: There are no other computer platforms that can support the Computer Aided Dispatch (CAD) application which uses the HP Nonstop Guardian Operating system.

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide: This requirement is due to the Riverside County Sheriff's CAD application code, written to take advantage of the HP NonStop Platform's Fault-Tolerant Architecture which provides the maximum computer system up time. The unique feature of this computer system is the CAD application itself. This application was purchased in 1984 and has been continually upgraded to meet dispatcher, call taker and deputy's needs and demands. Switching to any other computer system would require a completely new CAD application.

Reasons why my department requires these unique features and what benefit will accrue to the county: The Riverside County Sheriff's CAD application supports 9-1-1 calls, so the mission critical nature of the CAD application is critical for public and officer safety that the county has stepped up to provide. This responsibility demands the maximum amount of computer system up time, of which the HP Nonstop environment/system is designed to provide. The loss of the CAD computer system would have a direct delay in the response to 9-1-1 calls being answered, locating addresses for citizens calling RSO for service and deputies being dispatched to calls. The sheer volume of calls being answered and the numbers of deputies being dispatched could not be handled without a computer system / CAD application.

Price Reasonableness: These are standard HP purchasing and services pricing with government discounts applied.

Does moving forward on this product or service further obligate the county to future similar contractual arrangements? No.

Period of Performance: This computer system upgrade that will remain for the life of the system - approximately 7 to 8 years.

Department Head Signature

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Purchasing Agent

Date



HP INTEGRITY NONSTOP PRODUCT AND SUPPORT ADDENDUM EXHIBIT E86

Number of Purchase Agreement between HP and Customer that governs the sale and license of HP NonStop Products ("Agreement"):

HP's sale and license of Products designated as Integrity NonStop Products and related Support Services are governed by the terms and conditions of the above-captioned agreement ("Agreement") and this HP Integrity NonStop Product and Support Addendum ("Addendum"). In the event of conflict between this Addendum and the Agreement, this Addendum will govern.

1. DEFINITIONS

In addition to the capitalized terms used in the Agreement, for the purposes of this Addendum, the following terms shall have the meanings set forth below:

- a) "Existing Term" for all NonStop Software licensed to a Designated System under a term license means any available term offered by HP and elected by Customer for (i) the first item of NonStop Software licensed to such System on a term basis, or (ii) any renewal term thereafter.

2. INTEGRITY NONSTOP SOFTWARE

- a) Integrity NonStop Software Licensing Plans and Charges. Pursuant to the license terms set forth in the Agreement and this Addendum, HP will grant a license for each item of Integrity NonStop Software ordered by Customer when Customer selects either a license subject to one of the Licensing Plans offered by HP as set forth in the Agreement, or a term license subject to a "Term License Charge" or "TLC", as set forth below:

- 1) Term License. Subject to Customer's payment of the one-time Term License Charge, HP grants Customer a license to Use the applicable NonStop Software on a Designated System for the term specified by Customer on the applicable order (the "Term"). TLCs will be invoiced upon shipment of NonStop Software. Upon expiration of the Term, the license will renew on a monthly basis subject to payment by Customer of the applicable Monthly License Charge unless Customer otherwise advises HP.

The initial Term will begin the first day of the second month following the shipment date of the applicable NonStop Software. NonStop Software added to a Designated System on a term basis during an Existing Term will be coterminous with the expiration date of the Existing Term and the corresponding TLC will be pro-rated for the remainder of the Existing Term.

- b) Additional License Terms and Restrictions. In addition to the license conditions in the Agreement, the following terms and/or restrictions apply to Integrity NonStop Software:

- 1) A user-based license of Integrity NonStop Software will be subject to an OLC, TLC or an MLC per the terms of Section 2.a) above.
- 2) Integrity NonStop Software available on a "per-CPU" or a "per-logical processor" basis must be licensed on each logical processor in the Designated System.

3. SUPPORT LIMITATIONS

In addition to those limitations stated in the Agreement, HP's Support obligations hereunder will not apply to any Software and/or application code that has been compiled using anything other than an HP NonStop compiler.

CUSTOMER HAS READ THE AGREEMENT AND THIS ADDENDUM AND AGREES TO BE BOUND THEREBY AS OF THE ADDENDUM EFFECTIVE DATE BELOW.

EFFECTIVE DATE _____

AGREED TO:

Customer:

Authorized Representative Signature

Name: _____

Title: _____

AGREED TO:

HP:

Authorized Representative Signature

Name: _____

Title: _____

FORM APPROVED COUNTY COUNSEL

BY: _____

NEAL R. KIPNIS

DATE 4/11/17



**"DR/DEVELOPMENT PROGRAM TERMS - HP NONSTOP
Exhibit E80**

Number of Purchase Agreement between HP and Customer that governs NonStop Products ("**Agreement**"):

Customer and HP hereby agree to incorporate this Exhibit by reference into the above-referenced Agreement. The following terms will apply to HP Disaster Recovery/Development Systems, as defined below, only for NonStop Products. In the event of a conflict between this Exhibit and the Agreement, this Exhibit will govern. All capitalized terms not defined in this Exhibit will have the meaning set forth in the Agreement.

1. These terms and conditions apply to all Designated Systems, and any NonStop Products added to such System, acquired by Customer both as a disaster recovery system and to develop applications, and/or convert and test products for use with NonStop Products in a non-production environment for which Customer has been accorded and has accepted a disaster recovery/development system discount as identified on a quotation from HP ("**Disaster Recovery/Development System**").
2. Disaster Recovery/Development System discounts will be in accordance with HP's then-current Product Disaster Recovery/Development System program pricing terms and are in lieu of any other discounts available from HP with respect to NonStop Products.
3. Customer agrees to promptly notify HP if a Disaster Recovery/Development System is put into production for any reason, including as the result of an occurrence of a disaster, and further agrees to allow HP to access any Disaster Recovery/Development System from time to time to verify compliance with the terms of this Exhibit. Disaster Recovery/Development Systems are not for resale purposes.
4. A Disaster Recovery/Development System may not be used for production purposes for a term of thirty-six (36) months from the date of installation of 1) the Disaster Recovery/Development System, or 2) any platform upgrade to such System ("**Minimum Term**"). If Customer converts an existing System to a Disaster Recovery/Development System, the Minimum Term will begin on the date contained in Customer's notification to HP of such conversion. Following the Minimum Term, the Disaster Recovery/Development System will continue to be eligible for Disaster Recovery/Development System discounts for so long as Customer does not put such System into production.
5. If a Disaster Recovery/Development System is put into production at any time as a result of the occurrence of a disaster, any applicable recurring license and/or support charges will be adjusted to HP's then-current list prices effective on the first day of the month that the Disaster Recovery/Development System is put into production and monthly in advance thereafter until the Disaster Recovery/Development System is taken out of production.
6. If the Disaster Recovery/Development System is put into production at any time for any reason other than as a result of the occurrence of a disaster, the following will occur with respect to such System:
 - a) All associated discounts will terminate; and
 - b) Any applicable recurring license and/or support charges will be adjusted to HP's then-current list prices effective on the first day of the month that the Disaster Recovery/Development System is put into production.
7. If the Disaster Recovery/Development System is put into production during the Minimum Term for any reason other than as a result of the occurrence of a disaster, HP will calculate an amount equal to the discounts granted hereunder for the applicable Hardware and one-time or term license charges.
8. HP will invoice the amounts set forth in Sections 5, 6.b), and 7 less Customer's standard contractual discount, if any, and Customer agrees to pay such invoice in accordance with the Agreement.
9. If Customer cancels or suspends payment of all or substantially all of the applicable recurring license and/or support charges on a Disaster Recovery/Development System at any time, the applicable Disaster Recovery/Development System discount will terminate upon the cancellation or suspension date specified by Customer and such System will not be eligible for any future Disaster Recovery/Development System discounts applicable to the NonStop Products.



**"DR/DEVELOPMENT PROGRAM TERMS - HP NONSTOP
Exhibit E80**

**CUSTOMER HAS READ THIS EXHIBIT AND THE AGREEMENT AND AGREES TO BE BOUND THEREBY AS
OF THE EFFECTIVE DATE BELOW.**

EFFECTIVE DATE _____

AGREED TO:

Customer: _____

AGREED TO:

HP: _____

Authorized Representative Signature

Name:

Title:

Authorized Representative Signature

Name:

Title:

FORM APPROVED COUNTY COUNSEL

BY:

Neal R. Kipnis
NEAL R. KIPNIS

4/11/13
DATE