

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



ITEM: 3.4
(ID # 14061)

MEETING DATE:

Tuesday, January 12, 2021

FROM: ASSESSOR-COUNTY-CLERK-RECORDER:

SUBJECT: ASSESSOR-COUNTY CLERK-RECORDER: Approve the Professional Services Agreement with Red River Technology LLC for Amazon Web Services Cloud Migration Partner and Professional Services for \$403,939 for one year with the option to renew for up to \$800,000 maximum aggregate for up to four additional years; All Districts. [Total cost \$1,203,939; up to \$240,788 in additional compensation - 100% Department Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Services Agreement with Red River Technology LLC for Amazon Web Services Cloud Migration Partner and Professional Services for an amount of \$403,939 for one year with a total of four (4) options to renew in one year increments for a maximum amount of up to \$800,000, for a total contract amount not to exceed \$1,203,939 through December 14, 2025, and authorize the Chairman of the Board to sign the Agreement on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel, to: (a) sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total annual cost of the contract.
3. Direct the Clerk of the Board to return two original copies of the signed Agreement to the Assessor – County Clerk – Recorder's Office.


ACTION: Policy


Kan Wang, Assistant Assessor-County-Clerk Recorder 12/7/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: January 12, 2021
xc: ACR

Kecia R. Harper
Clerk of the Board
By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$403,939	\$200,000	\$1,203,939	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Department Funds			Budget Adjustment: No	
			For Fiscal Year: 20/21 – 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Assessor – County Clerk – Recorder’s Office (ACR) has a need to acquire a full range of Amazon Web Services (AWS) cloud service offerings, as well as professional services to aid in organizational and service assessment, training, planning, and migration. This migration and the ongoing operations will be managed by the ACR’s Information Technology Section (ACR-IT).

The ACR currently operates 400+ virtual machines in an on-premise data center, as well as a number of physical machines supporting enterprise database and other operations. The ACR’s Cloud Migration project will move the Development and Testing environments to the cloud, enabling the ACR to close one of its two on-premises data centers. The Production environment will continue to be on premise.

The ACR is also considering moving the backup solution to the cloud. The primary backup system is physically stored at the Gateway facility. The primary backup system consists of a front-end backup server, Quantum DXI6902 Disk storage device, and Quantum i6 LTO Tape backup system. All backup job data is transmitted to the primary backup system for processing and storage and rotated to off-site storage. Another required activity is to assist the ACR in analysis to determine if off-site tape storage should be replaced by a Cloud option. If so, then a complete re-evaluation of our existing backup software and systems needs to be performed. This analysis will allow for the ACR to perform a discovery and determination of Cloud software and systems in order to take advantage of and provide the best possible solution available at that time. This is an optional activity and backup activity will be priced separately.

The ACR is including in this project the costed bill of materials estimate for the AWS infrastructure.

The request before the Board today is for approval of an agreement with Red River Technology LLC to provide the AWS Cloud Migration Services and Professional Services. The consulting and migration work will be conducted in phases as outlined in the Scope of Work. AWS cloud services will be available throughout these phases and for indefinite period after. The initial contract awarded for the RFP will be for a period of one year with four (4) optional one (1) year extensions.

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

Impact on Residents and Businesses

This project allows the ACR to better serve the public by:

- Becoming more agile and responsive to business demands.
- Shifting IT resources to other tasks.
- Shifting IT resources away from low-value tasks to high-value tasks.
- Adapt to scalability requirements more seamlessly.

Additional Fiscal Information

The first year for the AWS Cloud Migration and Professional Services will cost \$203,939. Additionally, the first year will include optional AWS consumption costs of up to \$200,000. ACR is also requesting a maximum aggregate of \$800,000 for optional AWS consumption costs for years 2-5 of the Agreement.

Contract History and Price Reasonableness

The Purchasing Department on behalf of the ACR issued Request for Proposal (RFP) ASARC-129 for Amazon Web Services Cloud Migration Partner and Professional Services. The RFP notification was viewed by 76 vendors and a total of 8 bids were received. The proposals were carefully reviewed by an evaluation team consisting of personnel from the ACR. Each bid response was evaluated based on the criteria set forth in the RFP: bidder proposal response, bidder qualifications/experience, bidder approach to Project Implementation and previous successful projects, proposed implementation plan, overall cost to the County, references with demonstrated success with similar work to the Scope of Services, financial status, clarifications/exceptions/deviations, and credentials/resumes/licenses/certifications.

Two bidders were disqualified during the initial evaluation phase due to low technical scores. One additional bidder was later disqualified due to lack of prior experience with similar work to the Scope of Services. The proposed best and final pricing from the remaining five qualified bidders ranged from \$203,939 to \$495,770, plus up to \$200,000 in AWS Consumption costs. Negotiations were initiated with the top two qualified bidders. After careful consideration, the evaluation team recommends awarding the contract to Red River Technology LLC, the lowest responsive and responsible bidder.

The request to perform the cloud migration services was reviewed and approved by the Technology Standards Oversight Committee (TSOC) on November 9, 2020.

ATTACHMENTS:

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

ATTACHMENT A: Professional Services Agreement for Amazon Web Services
Cloud Migration Partner and Professional Services between County of Riverside and
Red River Technology LLC

ATTACHMENT B: TSOC Approval # PR2020-10942


Suzanna Hockley, Assistant Director of Purchasing and Fleet Service 12/9/2020


Stephanie Perez, Principal Management Analyst 1/4/2021


Gregory L. Priamos, Director County Counsel 12/24/2020


Jim Smith, Chief Technology Officer 12/8/2020

PROFESSIONAL SERVICE AGREEMENT

for

AMAZON WEB SERVICES CLOUD MIGRATION PARTNER AND PROFESSIONAL SERVICES

between

COUNTY OF RIVERSIDE

and

RED RIVER TECHNOLOGY LLC



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This Agreement, by and between RED RIVER TECHNOLOGY LLC, a Delaware limited liability company (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Work, including the CONTRACTOR's response to the County's RFP ASARC-129, which is incorporated herein by reference, at the prices stated in Exhibit B, Pricing and Milestone Payments.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect for one year, with a total of four (4) options to renew in one-year increments. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Pricing and Milestone Payments. The first year payment by COUNTY to CONTRACTOR shall not exceed four-hundred three thousand, nine-hundred thirty-nine dollars (\$403,939), including all expenses; thereafter, the maximum aggregate four-year (years 2-5) amount of the agreement shall not exceed eight-hundred thousand dollars (\$800,000), anticipated to be two-hundred thousand (\$200,000) annually. The COUNTY anticipates the annual AWS Consumption will not exceed \$200,000; in the event that the annual AWS Consumption increases, or other services/expenses

are required by the COUNTY in any year, the COUNTY shall notify CONTRACTOR and increase the annual contract amount by written amendment. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Assessor – County Clerk – Recorder

Attn: ACR Procurement

4080 Lemon St., 1st Floor

P.O. Box 751

Riverside, CA 92502-0751

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (ASARC-92003-PSA-0002509); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered monthly in arrears. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination. COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not cure such failure within 45 days. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY

representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate

agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY, where such prior written consent shall not be unreasonably withheld or delayed; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and copies of such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least three years following

termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term “privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Assessor – County Clerk – Recorder
Attn: Irene Maese
2724 Gateway Dr.
Riverside, CA 92507

CONTRACTOR

Red River Technology LLC
Attention: Mike Rockenstein (Sales, Services)
Attention: George Shalhoub (Contractual)
compliance@redriver.com
1050 R Street
Sacramento, CA 95811

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply. Nothing herein limits or reduces COUNTY's payment obligations for past or ongoing Services rendered by CONTRACTOR; however, CONTRACTOR acknowledges that a Force Majeure Event may permissibly delay such payment for a period not to exceed fifteen (15) business days, if such Force Majeure Event directly impacts COUNTY's payment facilities.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also

contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any negligent services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all reasonable costs and fees (including, but not limited, to reasonable attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such negligent acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts,

Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through

Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY, where such prior written consent shall not be unreasonably withheld or delayed. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: Karen S. Spiegel
Karen Spiegel, Chairwoman
Board of Supervisors

Dated: 1/12/2021

ATTEST:
Kecia Harper
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: [Signature]
Susanna Oh
Deputy County Counsel

RED RIVER TECHNOLOGY LLC

By: [Signature]
George Shalhoub
Senior Director, Contracts

Dated: 12/11/2020

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COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Karen Spiegel, Chairwoman
Board of Supervisors

Dated: _____

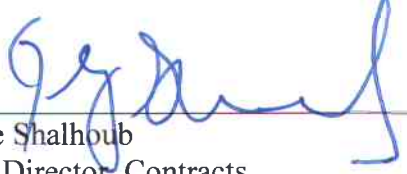
ATTEST:
Kecia Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Susanna Oh
Deputy County Counsel

RED RIVER TECHNOLOGY LLC

By: 
George Shalhoub
Senior Director, Contracts

Dated: 12/11/2020.

Exhibit A
Scope of Work

Summary

The County of Riverside Assessor-County Clerk-Recorder (ACR) has a need to acquire a full range of Amazon Web Services (AWS) cloud service offerings, as well as professional services to aid in organizational and service assessment, training, planning, and migration. This migration and ongoing operations will be managed by the ACR's Information Technology Section (ACR-IT).

The ACR currently operates 400+ virtual machines in an on-premises data center, as well as several physical machines supporting enterprise database and other operations. The ACR's Cloud Migration project will move the Development and Testing environments to the cloud, enabling the ACR to close one of its two on-premises data centers. The Production environment will continue to be on premise.

The ACR is also considering moving the backup solution to the cloud. The primary backup system is physically stored at the Gateway facility. The primary backup system consists of a front-end backup server, Quantum DXI6902 Disk storage device, and Quantum i6 LTO Tape backup system. All backup job data is transmitted to the primary backup system for processing and storage and rotated to off-site storage. Another required activity is to assist the ACR in analysis to determine if off-site tape storage should be replaced by a Cloud option. If so, then a complete re-evaluation of our existing backup software and systems needs to be performed. This analysis will allow for the ACR to perform a discovery and determination of Cloud software and systems in order to take advantage of and provide the best possible solution available at that time. This is an optional activity and backup activity will be priced separately. See Exhibit E for more information on the ACR's backup solution.

Additional information about the ACR's existing infrastructure is provided in Exhibit D. The consulting and migration work will be conducted in phases as further outlined below.

1. Project Kickoff & Planning

1.1. CONTRACTOR shall be responsible for the following activities:

1.1.1. Develop the Project Management Plan

1.1.2. Develop the Communications Plan

- 1.1.3. Create Project Schedule
- 1.1.4. Prepare Status Reports - including project accomplishments, issues, risks, upcoming tasks, and timeline updates
- 1.1.5. Conduct Status Meetings – Including Agendas and Minutes
- 1.1.6. Create process for Issue Identification & Management
- 1.1.7. Create Risk Management Plan
- 1.1.8. Create Change Management Process
- 1.1.9. Create Project Acceptance Plan, including milestone signoff process
- 1.1.10. Prepare Communications plan
- 1.2. CONTRACTOR shall be responsible for providing the following deliverables to the COUNTY:
 - 1.2.1. Project Management Plan
 - 1.2.2. Communications Plan
 - 1.2.3. Project Schedule
 - 1.2.4. Status Reports - including project accomplishments, issues, risks, upcoming tasks, and timeline updates
 - 1.2.5. Project Status Meetings including Agendas & Minutes
 - 1.2.6. Issues Identification & Management Plan
 - 1.2.7. Risk Management Plan
 - 1.2.8. Project Acceptance Plan

2. Phase I: Pre-Migration

- 2.1. CONTRACTOR shall be responsible for providing the following activities for the COUNTY:
 - 2.1.1. Prepare a Migration Document that includes but is not limited to:
 - 2.1.1.1. Business Perspective including:
 - 2.1.1.1.1. Document High Level Business Case
 - 2.1.1.1.2. Updated TCO Analysis
 - 2.1.1.1.2.1. Migration of the Test & Dev environments
 - 2.1.1.1.2.1.1. One-time migration costs (cost included in this Agreement)
 - 2.1.1.1.2.1.2. AWS recurring charges
 - 2.1.1.1.2.2. Enterprise backup solution
 - 2.1.1.1.2.2.1. One-time implementation costs (included in the Agreement)
 - 2.1.1.1.2.2.2. AWS recurring charges including storage

- 2.1.1.2. People Perspective including:
 - 2.1.1.2.1. Training roadmaps for all staff
 - 2.1.1.2.2. Recommendation of new roles & responsibilities
- 2.1.1.3. Governance Perspective including:
 - 2.1.1.3.1. Document the Change Management Process for any changes to the TEST & DEV environments in the cloud
- 2.1.1.4. Platform Perspective including:
 - 2.1.1.4.1. Landing Zone design
 - 2.1.1.4.1.1. Identify, security, networking (Include Core Governance)
 - 2.1.1.4.2. Network connectivity design
 - 2.1.1.4.3. Develop migration pipelines
- 2.1.1.5. Security Perspective including:
 - 2.1.1.5.1. Enterprise security assessment of the target cloud environment
 - 2.1.1.5.2. Define IAM roles and permissions, following best practices
- 2.1.1.6. Operations Perspective including:
 - 2.1.1.6.1. AWS resource usage monitoring process (using Cloud Watch & Cloud Trail), including daily critical alerts
 - 2.1.1.6.2. AWS cost monitoring, including appropriate breakdown of costs (tagging dependent, alerts, etc.)
 - 2.1.1.6.3. Deployment process (Automation included scripted deployments using cloud formation template)
 - 2.1.1.6.3.1. Develop update processes for cloud formation template to maintain the last known state
 - 2.1.1.6.4. Incident management and problem resolution process
 - 2.1.1.6.5. Server OS and application patching/security update process
 - 2.1.1.6.6. Performance and cost optimization
- 2.1.1.7. Account Vending Machine setup
- 2.1.1.8. Server Migration Strategy including:
 - 2.1.1.8.1. Include list of servers to be migrated
 - 2.1.1.8.2. Migration methods
 - 2.1.1.8.3. Identify different application systems and associated servers

2.1.1.9. Account & Tagging Strategy including:

2.1.1.9.1. Ability to identify costs per resource and/or project

2.1.1.9.2. Tagging and reporting

2.2. CONTRACTOR shall be responsible for providing the following deliverables for the COUNTY:

2.2.1. Migration Readiness Assessment

2.2.2. Design Documentation including:

2.2.2.1. Architecture Design

2.2.2.2. Technical Design

2.2.2.3. Deployment Design

2.2.2.4. Automation Design

2.2.2.5. Security

2.2.3. High Level Business Case

2.2.4. TCO Analysis Document

2.2.5. Roles & Responsibilities document

2.2.6. Training Roadmap Document

2.2.7. Change Management Process Document

2.2.8. Landing Zone Design Document

2.2.9. Network Connectivity Design Document

2.2.10. Migration Pipeline Document

2.2.11. Cloud Infrastructure Security Document

2.2.12. Cloud Infrastructure Operations Document

2.2.13. Account Vending Machine Setup Document

2.2.14. Server Migration Strategy Document

2.2.15. Account & Tagging Strategy Document

3. Phase II: Migration

3.1. AWS Migration Activities to be provided by CONTRACTOR:

3.1.1. Establish connection to AWS VPC

3.1.2. Create accounts for ACR

3.1.3. Create IAM roles and permissions

3.1.4. Deploy AWS Control Tower

3.1.4.1. Deploy AWS Landing Zone

- 3.1.4.2. Deploy migration pipeline tooling
- 3.1.5. Perform migration of TEST & DEV environment to the Cloud
- 3.1.6. Develop Cloud formation scripts for the stand-up and stand-down each application system environments based upon the AWS capabilities for “last known state” of data
- 3.1.7. Develop update processes for cloud formation template to maintain the last known state
- 3.1.8. Develop snapshot/backup policy for each application system environment
- 3.1.9. Develop automation scripts to bring up and bring down environments
- 3.1.10. Develop Account Vending Machine
- 3.1.11. Develop AWS resource usage monitoring (using Cloud Watch & Cloud Trail), including daily critical alerts
- 3.1.12. Develop AWS cost monitoring, including appropriate breakdown of costs (tagging dependent, alerts, etc.)
- 3.1.13. Update existing enterprise backup software to leverage Storage Gateway appliance as ISCSI
- 3.1.14. Continuous update of Design Document
- 3.1.15. Benchmark costs for running each application system environment and costs for when they are shut down
- 3.1.16. Develop alerting and reporting for monitoring resources, resource performance, resource costs, etc.
- 3.2. AWS Migration Deliverables to be provided by CONTRACTOR:
 - 3.2.1. Connection to AWS VPC established
 - 3.2.2. Accounts are established
 - 3.2.3. IAM roles and permissions established
 - 3.2.4. AWS Landing Zone managed with AWS Control Tower
 - 3.2.5. Test & Dev environments migrated to the cloud.
 - 3.2.6. Migration pipelines are tooling deployed
 - 3.2.7. Cloud formation scripts for each application system environments established
 - 3.2.8. Complete automation scripts for all environments in the cloud to bring the total environment up and environment down on a configurable scheduled basis
 - 3.2.9. Vendor to utilize AWS native tools as much as possible and recommend other third-party tools when necessary
 - 3.2.10. Update processes for cloud formation template to maintain the last known state

- 3.2.11. Snapshot/backup policy for each application system environment established
 - 3.2.12. Implemented Automation scripts to bring up and bring down environments
 - 3.2.13. Account Vending Machine
 - 3.2.14. Implemented AWS resource usage monitoring (using Cloud Watch & Cloud Trail), including daily critical alerts
 - 3.2.15. Implemented AWS cost monitoring, including appropriate breakdown of costs (tagging dependent, alerts, etc.)
 - 3.2.16. Updated documentation of existing enterprise backup software to leverage Storage Gateway appliance as iSCSI
 - 3.2.17. Alerting and reporting for monitoring resources, resource performance, resource costs, etc. established
 - 3.2.18. Detailed Business Case
 - 3.2.19. Migration Plan
 - 3.2.20. Training Roadmap
 - 3.2.21. Diagrams
 - 3.2.22. Knowledge Base/Transfer
 - 3.2.23. Security Assessment Report – CISO
 - 3.2.24. Benchmark costs document
 - 3.2.25. Design document updated with all the above information
- 3.3. AWS Storage Gateway for on-prem enterprise backup
- 3.3.1. The following Activities shall be performed by the CONTRACTOR:
 - 3.3.1.1. Design and create AWS environment for AWS Storage Gateway based on current EMC Networker backup strategy (see Exhibit E for current EMC Networker state)
 - 3.3.1.1.1. Prepare S3 Storage
 - 3.3.1.1.2. Prepare Glacier Storage
 - 3.3.1.1.3. Setup S3 retention policies
 - 3.3.1.1.4. Setup Glacier retention policies
 - 3.3.1.1.5. Establish a restore process from both S3 and Glacier
 - 3.3.1.1.6. Deploy Storage Gateway VTL service
 - 3.3.1.1.7. Deploy Storage Gateway appliance on on-prem VMware cluster
 - 3.3.1.1.8. Define and develop strategy for connectivity loss (Direct Connect vs. VPN)

3.3.1.2. Establish connectivity to AWS

3.3.1.3. Update existing enterprise backup software to leverage Storage Gateway appliance as
ISCSI

3.3.2. The following Deliverable shall be provided by the CONTRACTOR:

3.3.2.1. Update and expand the Enterprise backup design documentation to include the AWS
features

3.3.2.2. Storage Gateway solution deployed

3.3.2.3. Deploy S3 storage

3.3.2.4. Deploy Glacier storage

3.3.2.5. Create S3 retention policies

3.3.2.6. Create Glacier retention policies

3.3.2.7. Implement the strategy for connectivity loss

4. Phase III: Post-Migration

4.1. Activities to be provided by CONTRACTOR:

4.1.1. Shadow and reverse shadow training

4.1.2. Transition all cloud environments including backup storage to the ACR Sys Admin team

4.1.3. Establish a Change Management Process for Test environment, Dev environment, and
backups, including:

4.1.3.1. AWS Security Roles, Rules, and Implementation

4.1.3.1.1. Define who the gatekeepers are, and who the key masters are.

4.1.3.2. AWS Tags

4.1.3.2.1. Define the proper structure for determining tags to facilitate billing breakdown
and lessen unknown and untagged costs

4.1.4. Test backup and restore scripts

4.1.5. Test automation scripts for bringing up and down environments on a scheduled basis

4.1.6. GAP Analysis

4.1.7. Post-Mortem Analysis

4.2. Deliverables to be provided by CONTRACTOR:

4.2.1. All knowledge base documents

4.2.2. Automation scripts

4.2.3. Updated design document

4.2.4. Change Management Plan

4.2.5. Governance Document

4.2.5.1. AWS Security Roles, Rules, and Implementation

4.2.6. Test documentation including backup and restore scripts

4.2.7. Test documentation including automation scripts for bringing up and down environments

4.2.8. Complete and deliver finals of all documentation

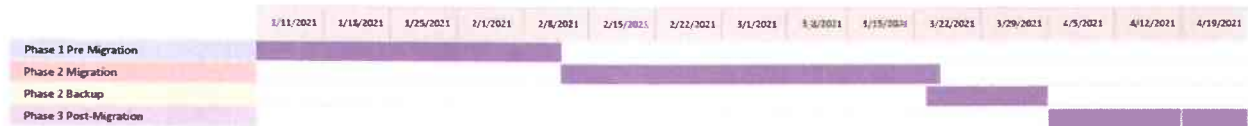
4.2.9. All Project Management Documentation

4.2.10. Complete and deliver Project Closure Documents including:

4.2.10.1. GAP Analysis including recommended next steps in Cloud Road Map

4.2.10.2. Post-Mortem Analysis Report

5. Estimated Timeline:



The project timeline shown above is purely an estimate and not contractual. The project timeline will be mutually agreed upon at the time of the project kickoff and executed by written amendment.

6. Roles and Responsibilities:

CONTRACTOR	
Role/Function	Responsibilities
Executive	<ul style="list-style-type: none"> • Provide overall project guidance & support in collaboration with ACR • Set overall project direction in collaboration with ACR • Secure executive commitment within Bidder • Ensure executive communication within Bidder • Point of escalation regarding project support, resources, issues, risks, etc. • Provide leadership to Contractor’s Project Team
Project Manager	<ul style="list-style-type: none"> • Serves as Riverside County’s Primary Contact Professional • Possess the ability to lead complex projects to successful completion; on time and within the agreed upon budget and level of quality • Functions as the primary contact for ACR on this project • Responsible for communicating project status, issues, and risks to ACR in a regular and timely basis. This includes conducting status meetings and preparing status reports. • Responsible for the overall coordination and execution of the project, including all Deliverables and Milestones • Monitor and control project scope, schedule, resources, and quality, in addition to formal or informal requests for changes • Will collaborate with ACR Project Managers to develop and maintain the project plan and all other required project Documentation. • Will manage issues, schedule, provide time and labor cost estimates, maintain staffing/resources at proper levels, etc. • Responsible for coordinating and communicating all project Deliverables, Milestones, Issues, updates, etc., with ACR Project

CONTRACTOR	
Role/Function	Responsibilities
	<p>Managers throughout the life of the project</p> <ul style="list-style-type: none"> • Assume daily responsibility for the activities of Bidder Staff • Assist in CCB facilitation and participate as needed to achieve Milestone Acceptance • Manage other activities as specified in this SOW
Principal AWS Architect	<ul style="list-style-type: none"> • Lead the Landing Zone build activities • Provide expertise on cloud technology, best practices for cloud design and implementation • Design and implement the cloud environment • Develop automation scripts • Own the creation of deliverables
Senior AWS Architect	<ul style="list-style-type: none"> • Provide hands-on expertise on AWS • Participate in creation of deliverables • Develop automation scripts • Design and implement the cloud environment • Provide mentorship to Riverside County team members on Landing Zone Enablement
Senior AWS Security Architect	<ul style="list-style-type: none"> • Provide cloud security expertise and experience • Perform analysis of all received documentation and architectural diagrams from a security perspective • Participate in requirements, design, and configuration working sessions (if needed) • Provide content for deliverables

ACR	
Role	Responsibilities
Project Sponsor	<ul style="list-style-type: none"> • Ensure that all ACR Departmental goals and initiatives are integrated into the project • Communicate project goals and status to all levels of the organization • Ensure resources are available to the project team • Approve project Deliverables • Approve business process changes • Approve business change orders • Make critical decisions regarding scope, schedule, and budget
Delivery Manager	<ul style="list-style-type: none"> • Responsible for the overall delivery of the project • Ensure cross-functional team coordination • Direct project communications • Maintain project budget and manage financial issues • Work with County Procurement Officials regarding contracts • Responsible for CONTRACTOR management related to financial issues and the escalation of issues and conflicts • Communicate and review project status and global issues with the Project Sponsor • Communicate issues and risks to ACR • Ensure appropriate resources are assigned to the project • Responsible for ACR Project Manager performance • Acts as point of escalation regarding issues and risks • Manage CONTRACTOR and business expectations • Facilitate awareness of success criteria

ACR	
Role	Responsibilities
	<ul style="list-style-type: none"> • Sign off on key Deliverables, status reports, change orders, etc. • Approve technical change orders
Project Manager	<ul style="list-style-type: none"> • Responsible for overall coordination and execution of the project • Works closely with Contractor’s Project Manager and Staff throughout the life of the project • Monitors and controls project scope, schedule, ACR resources and quality • Tracks and reconciles all tasks, Milestones and Deliverables against Agreement and project Deliverables • Will collaborate with Contractor’s Project Manager to develop and maintain the project plan and all other required project Documentation • Manage and communicate project status, Issues, risks, and scope impact to ACR Delivery Manager and Core Team, as needed • Will support and approve changes to the project plan produced by Contractor • Will secure acceptance of Deliverables and Milestones from the Project Sponsor, ACR Delivery Manager and Core Team • Facilitate access to ACR Technical Team and ACR business Staff as required • Coordinate and drive all technology and business critical decisions • Facilitates organizational change management • Oversees issue management process and escalates issues as appropriate • Represents ACR interests throughout the course of the project including overall process and system design

ACR	
Role	Responsibilities
Cloud Architect	<ul style="list-style-type: none"> • Design highly available and/or fault-tolerant architectures • Design decoupling mechanisms using AWS services • Choose appropriate resilient storage • Identify elastic and scalable compute solutions for a workload • Select high-performing and scalable storage solutions for a workload • Select high-performing networking solutions for a workload • Choose high-performing database solutions for a workload • Design secure access to AWS resources • Design secure application tiers • Select appropriate data security options • Identify cost-effective storage solutions • Identify cost-effective compute and database services • Design cost-optimized network architectures
Cloud System Admin	<ul style="list-style-type: none"> • Create and maintain metrics and alarms utilizing AWS monitoring services • Recognize and differentiate performance and availability metrics • Perform the steps necessary to remediate based on performance and availability metrics • Implement scalability and elasticity based on use case • Recognize and differentiate highly available and resilient environments on AWS • Identify and execute steps required to provision cloud resources • Identify and remediate deployment issues • Create and manage data retention

ACR	
Role	Responsibilities
	<ul style="list-style-type: none"> • Identify and implement data protection, encryption, and capacity planning needs • Implement and manage security policies on AWS • Implement access controls when using AWS • Differentiate between the roles and responsibility within the shared responsibility model • Apply AWS networking features • Implement connectivity services of AWS • Gather and interpret relevant information for network troubleshooting • Automate manual or repeatable process to minimize management overhead
Cloud DBA	<ul style="list-style-type: none"> • TBD
Cloud Cost Optimizer	<ul style="list-style-type: none"> • Responsible for benchmarking the cost for running every system • Calculating the cost for new system requests that will be run in the cloud • Manage and optimize all cloud cost • Use AWS services and features to manage and assess resource utilization • Employ cost-optimization strategies for efficient resource utilization

7. Milestone Acceptance Process:

- 7.1. The Milestone Acceptance Process is undertaken to measure the agreed upon project deliverables against clearly defined completion criteria and gain the customer's acceptance of each deliverable contained within the Statement of Work.
- 7.2. Milestone Acceptance Management is introduced to the project through the implementation of four key processes:
 - 7.2.1. The completion of project deliverables
 - 7.2.2. The review by the ACR of project deliverables
 - 7.2.3. The acceptance of the final deliverable by the ACR
 - 7.2.4. The completion of the Milestone Acceptance Certificate

8. Complete Milestone Deliverables:

- 8.1. Milestone Acceptance is gained by performing all activities and tasks to complete the deliverables as agreed in the Statement of Work. This is achieved by following these procedures.
 - 8.1.1. Execute all tasks and activities defined to complete the deliverables.
 - 8.1.2. Complete the final deliverables documentation
 - 8.1.3. Complete the Milestone Acceptance Certificate and send to the ACR's Project Manager along with corresponding deliverables documentation.
- 8.2. Phase deliverables may be encompassed within one or more documents – so long as the required content is included within the documents, as mutually agreed-upon. Work for the subsequent phase can occur without a dependency on approving the prior phase Milestone Acceptance deliverable before the next phase commences. This will be done in collaboration with the ACR.

9. Review Acceptance:

- 9.1. Upon receipt of the Milestone Acceptance Certificate and deliverables documentation, the ACR will review the submitted documentation within 10 business days to determine whether they met the criteria specified within the Statement of Work. This involves:
 - 9.1.1. Reviewing the submitted deliverables documentation against the original acceptance criteria.
 - 9.1.2. Determining whether the criteria have been met, based on the review.
 - 9.1.3. Initiating further work required to improve the deliverable if required.
- 9.2. When ACR identifies a defect or non-conformity of a deliverable with the Acceptance Criteria, ACR will provide vendor with feedback and details as to the scope of the defect or non-conformity

as part of the rework process, and vendor will correct such defect or non-conformity prior to re-submittal of the Milestone Acceptance Certificate.

10. Milestone Acceptance:

10.1. The Milestone is accepted by the ACR. This involves:

10.1.1. Reviewing the Milestone Acceptance Certificate Form to ensure that all final criteria have been met, processes have been undertaken and handover tasks outlined.

10.1.2. Obtaining Executive sign-off on the Milestone Acceptance Certificate.

10.1.3. Acceptance of the Milestone triggers payment for the completed and accepted Milestone following “Go-Live” for that phase.

10.2. ACR may withhold acceptance of any Milestone and the related Milestone payment until such time as all Deliverables which have been designated for Rework have been re-submitted and approved.

Exhibit B
Pricing and Milestone Payments

Milestone #	Estimated Date	%	Amount
Milestone 1: Phase 1 – Pre-Migration	Feb. 2021	10%	\$20,393.89
Milestone 2: Phase 2 – Migration & Backup	Mar. 2021	60%	\$122,363.33
Milestone 3: Phase 3 – Post Migration	Apr. 2021	30%	\$61,181.66
Totals		100%	\$203,938.88

Given the current geo-political climate as of June 8th, such as COVID-19 travel restrictions in the State of California, Red River assumes that work will be performed remotely. Red River will establish MS Teams and other collaboration tools (or work within remote access to ACR collaboration tools) to support this effort.

The pricing is based on the following:

- Year One
 - **Year 1 Mandatory and Optional Tasks** – Red River roles, hours and extended costs were provided to illustrate the detailed “build-up” of staffing that supports a successful engagement. We always strive to demonstrate that the narrative of our approach and a demonstration of the detailed hours and costs align with all the RFP, RFP Attachments, and Q&A. We believe this transparency is a first step in a partnership. Red River confirms that pricing is now a fixed price structure and additionally demonstrates a reduced overall price as a commitment to a successful partnership.
 - **AWS Consumption** – Red River confirms that pricing for AWS consumption follows ACR RFP guidance that the evaluation of the vendor’s response will be the fixed percentage of discount offered off of AWS list pricing. ACR pays only for AWS consumption utilized.
- Years Two through Five (Option Years)
 - **AWS Consumption** – Using same factors as Year One. ACR pays only for AWS consumption utilized

AWS Consumption

The following table is applicable to the Year 1 Base Period as well as potential Option Years 2 through 5

AWS Services	Period	Cost	Description
New Accounts	Monthly	8% off list	The AWS discount structure has two tiers based on new accounts. Determination of whether an account is new or existing is made by AWS.
Existing Accounts	Monthly	4% off list	<ul style="list-style-type: none"> New Accounts - less than 2 years old and less than \$50,000 Monthly Recurring Revenue (MRR) Existing Accounts - older than 2 years
AWS Business Support	Monthly	Greater of \$100 OR 10% of List	<p>AWS Business Support will be provided by DLT (see Attachment 1, AWS Business Support)</p> <ul style="list-style-type: none"> AWS calculates this amount as 10% of the List Price Value of AWS monthly services. The charges are NOT subject to a discount from AWS and via any provider - https://aws.amazon.com/premiumsupport/pricing/ The monthly charge is the higher of \$100 OR the calculated value of 10% of List Price Value

- CloudCheckr Basic will be included at no additional cost (see Attachment 2, CloudCheckr Onboarding Guide)
- Pricing is for native AWS Services only. Anything purchased via the AWS Marketplace will be passed through at list price.
- The cost provided is AWS List Price for AWS hosting in any region, including ACR's identified preference of Oregon.
- Pricing is a summary estimate, not a quote.
- Listed pricing is for OnDemand EC2 instances, deeper discounts can be realized via EC2 Reserved Instances. EC2 Reserved Instances require a minimum 1-year commitment. <https://aws.amazon.com/ec2/pricing/reserved-instances/pricing/>
- AWS pricing is consumption based. Riverside County ACR will only pay for services used/resources consumed in the AWS cloud.

Exhibit C

Milestone Acceptance Certificate

Milestone Acceptance Certificate

Project Name	ASARC- 129 AWS CLOUD MIGRATION PARTNER	Reference Number	
Milestone Phase #		Date Requested	
Requestor		Date Required	

This certificate confirms acceptance of the following Milestone as defined in the Statement of Work executed as part of the CARDS Contract on <Date >.

<Milestone Description>

Approved deliverables included in this Milestone

Please list each deliverable	
1.	21.
2.	22.
3.	23.
4.	24.
5.	25.
6.	26.
7.	27.
8.	28.
9.	29.
10.	30.
11.	31.
12.	32.
13.	33.
14.	34.
15.	35.
16.	36.
17.	37.
18.	38.
19.	39.
20.	40.

Decision

Approved

Not-Approved

By Red River Project Manager: _____

By ACR Delivery Manager: _____

By ACR Project Sponsor: _____

Exhibit D**List of In-Scope Servers**

VM	Domain	P/D/T/S	CPUs	Memory MB	NICs	Disks	Provisioned MB	In Use MB
ER-APP1-T-GW	ACR	T	2	8,192	1	3	233,736	125,108
ER-APP2-T-GW	ACR	T	2	8,192	1	2	213,199	112,926
ER-App-D-GW	ACR	D	2	8,192	1	2	366,768	64,898
ER-SQL1-T-GW	ACR	T	2	8,192	2	6	848,096	652,481
ER-SQL2-T-GW	ACR	T	2	8,192	2	6	848,088	650,770
ER-SQL-D-GW	ACR	D	2	8,192	1	2	673,992	265,361
ER-WEB1-T-GW	ACR	T	2	16,384	1	2	221,417	89,246
ER-WEB2-D-GW	ACR	D	2	8,192	1	2	264,368	45,046
ER-WEB2-T-GW	ACR	T	2	8,192	1	2	213,232	83,166
ER-WEB3-D-GW	ACR	D	2	8,192	1	2	264,365	41,880
ER-WEB3-T-GW	ACR	T	2	8,192	1	2	213,189	45,073
ER-WEB4-T-GW	ACR	T	2	8,192	1	2	213,180	44,945
ER-Web-D-GW	ACR	D	2	8,192	1	2	366,783	77,419

SQL07D-GW	ACR	D	2	8,192	1	2	469,170	469,170
TRecall-DMZ-T	ACR	T	4	8,192	1	1	161,992	55,836
TRecall-SQL-T	ACR	T	4	16,384	1	3	400,566	195,270
TRecall-Web-T	ACR	T	4	8,192	1	1	161,992	58,429
DEV-BS	ACR	D	4	16,384	1	4	989,430	674,524
ER-SQL-T-BS	ACR	T	2	8,192	1	5	842,953	339,153
FlowTest	ACR	T	4	8,192	1	3	622,762	68,170
ISERVICE- STAGE1	ACR	S	1	4,096	1	2	127,168	57,709
RDP-WIN10-BS	ACR	T	4	8,192	1	1	161,963	43,647
SQL08-T	ACR	T	2	16,384	1	2	374,970	94,905
SQL10-D	ACR	D	2	16,384	1	4	579,760	63,746
ACR-WEB-S	ACR	T	2	4,096	1	2	669,788	669,788
ACR-WEB-D	ACR	D	2	4,096	1	2	669,788	669,788
TESTINGMAPS	ACR	T	4	12,288	1	3	631,992	193,997
STAGING MAPS	ACR	D	2	12,288	1	3	631,992	213,545
Total			69	266,240	30	73	12,436,699	6,195,996

Exhibit E

ACR Backup & Recovery Procedures

The goal of this document is to describe the backup environment, decisions that led to the current environments design and procedures for using the environment in a sufficient level of detail that an IT person with no knowledge of the unit would be able to perform essential backup or recovery functions.

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Backup Configurations

Backup System

Depending on the type of data being backed-up, backups are performed using one of two methods.

1. Databases use native backup tools to backup data to flat files on file shares and then EMC NetWorker is used to back-up these file shares.
2. All other data is backed up using EMC NetWorker Backup Software.

EMC NetWorker runs on the server BKUP55-GW. All backups are written to disk (Quantum VTL) with the exception of the monthly database accumulated backups on DBBKUP3-GW that go directly to LTO tape. Backups written to the VTL are then cloned to LTO Tape for off-site storage.

Backup Jobs

The following backup jobs are configured based upon the type of target. Targets are then added to the matching job to enable backups.

Database Backup

All database backups are performed using native DB backup tools and are based on their departmental requirements (Full, Diff, T-Log). These backups are written to disk attached to DBBKUP-GW. DB Backups are stored for a minimum of 7 days on DBBKUP-GW and then aggregated to DBBKUP3-GW for monthly retention. These backups must be combined with a weekly full backup and the most recent nightly backup to enable complete recovery.

NetWorker Nightly Backup

Incremental backups are performed each weekday, between 12am and 6am to VTL. VTL disks are recycled after 14 days. Incremental backups are combined with a prior weekly full backup to enable complete recovery.

NetWorker Weekly Backup

Full backups are performed weekly, between 12am Saturday and 6am Monday to VTL. Once the job is completed to the VTL, it is then cloned to LTO Tape. The tapes for the 4th week of each month are preserved for 12 months; all other tapes are preserved for at least 4 weeks. This is a complete backup used for complete system recovery and all targets must be configured for this backup job.

Rationale

High value data, such as Eagle Recorder, is backed up on a schedule set by either departmental or application determined basis in order to minimize disruption in the event of a major incident.

Utilizing both a weekly full backup and a daily differential backup, our unit should be able to restore this high value data based on the following scenarios.

Scenario 1 – Worst case, loss of entire facility including hardware: Data Restoration from the last weekly full backup sent off-site. Potential 7 days of data loss.

Scenario 2 – Best case, data corruption identified today:

Data Restoration from last weekly full with ability to roll data forward using daily incremental up to the day before data corruption. Potential 1 day of data loss.

Similarly, it has been determined that the remaining data, such as file shares, can sustain up to a loss of one business day of productivity to reproduce. That data is also backed up nightly.

Data that is infrequently changed, such as DB Backups that are aggregated to DBBKUP3-GW, can be managed as part of the monthly full back up to LTO Tape and do not need to be considered in the nightly or weekly backup schedules.

Backup Procedures

Backup Roles

The ACR-IT has both a primary departmental backup administrator and a secondary backup administrator.

Daily Tasks

Every morning, prior to 9am, the backup administrator reviews the status for the previous day's backup jobs (on Mondays, review the entire weekend's activity) to verify that all jobs completed successfully. Any errors or unsuccessful jobs must be investigated to determine the cause and action taken immediately to complete unsuccessful jobs. The IT Supervisor is notified immediately of any unsuccessful backup jobs.

Offsite Tape Rotation

The Network-Security-Operations team members have the authority to ship and receive tape backup shipment to Iron Mountain's secure offsite storage facility.

Every Thursday, the tapes from the weekend's full backups are removed from the tape library and are picked up by Iron Mountain for offsite storage. Tapes stored off-site with Iron Mountain are returned on the fifth week for weekly backups and on the thirteenth month for monthly backups.

Additionally, special backups such as the CRIS-Documentum Isolation backup are sent off-site to Iron Mountain for long-term retention.

The documentation for each tape shipment is created via Iron Mountain’s web portal resulting in the Tape Inventory Log updated to reflect the new location of tapes.

Tape Disposal

Tapes that repeatedly generate errors are removed from service for disposal. Tapes designated for disposal are kept secure in the Gateway data center then disposed of through secure destruction services.

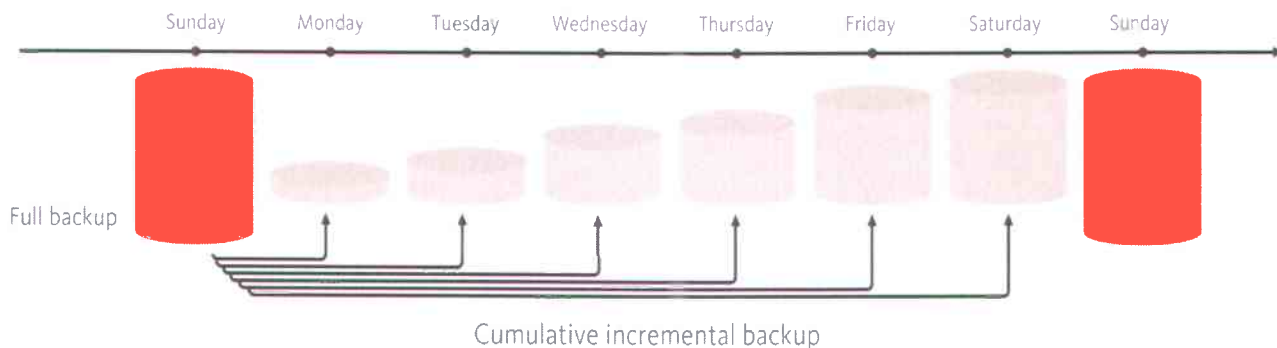
Recovery Testing

To ensure the validity of backup data and procedures, ACR I.T. routinely performs data restore operations from backup media. The recovery tests are conducted internally on test data, as well as production data via data restore requests that are submitted through the helpdesk system. The scope of recovery testing consists of individual files, whole directories, and complete virtual machine images.

Example of a Restore Process

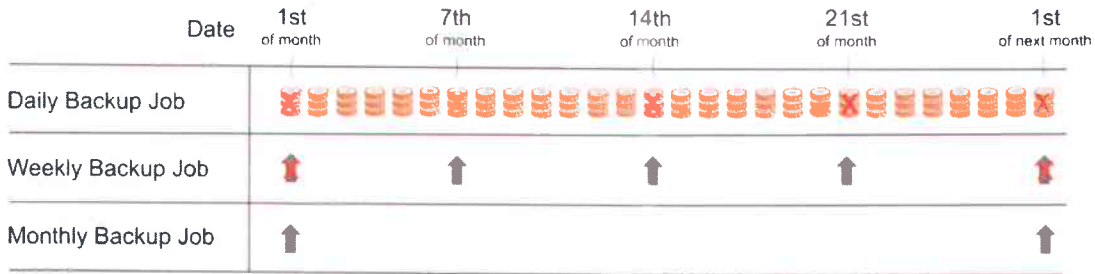
Cumulative incremental backups contain all changes that occurred since the last full backup. Restorations from cumulative backups are faster than restorations from differential backups, but cumulative backups require a longer backup window and use more disk space than differential backups.

The following figure shows an example of a cumulative incremental backup strategy. Every Sunday, a full backup is made. On the other days of the week, a cumulative incremental backup is made.



In this example, the Monday backup contains all the changes made since the full backup on Sunday, the Tuesday backup contains all the changes made since the full backup on Sunday, the Wednesday backup

contains all the changes made since the full backup on Sunday, and so on. If, for example, a restore operation is performed on Wednesday, the restoration process uses the full backup from Sunday and the cumulative incremental backup from Tuesday.



Offsite Tape Inventory

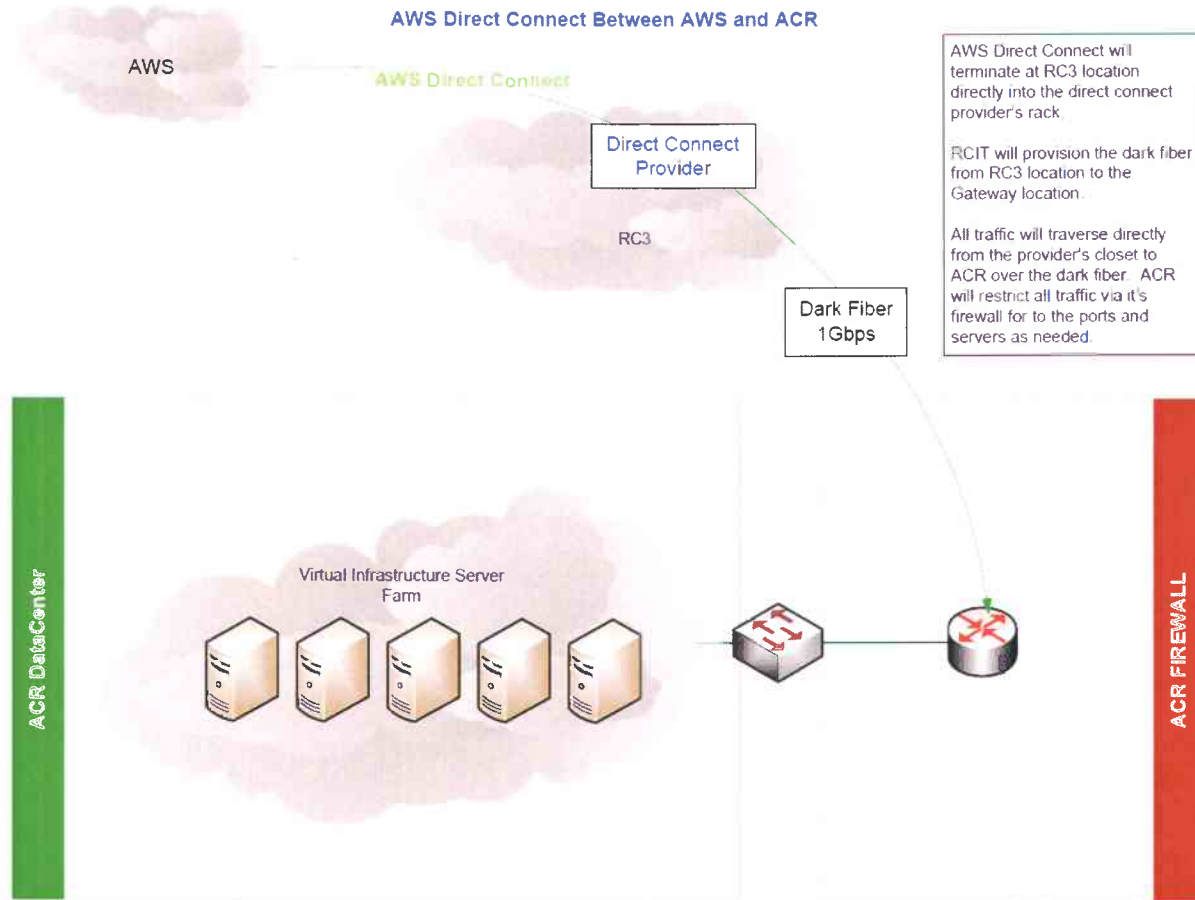
Tape Inventory sorted by Return Date

Media #	Status	Rtn-date	MT	Date In	Date Out	Description		
2	Picking	10/17/2019	C5-CC DLT (20-21-Cap)	9/12/2019	8/15/2019	C Weekly		
202612	At IM	10/24/2019	XC-XC - CC Compact	9/19/2019	9/12/2019	C Weekly		
202615	At IM	10/31/2019	XC-XC - CC Compact	9/26/2019	9/19/2019	C Weekly		
202619	At IM	10/31/2019	XC-XC - CC Compact	11/1/2018	9/13/2018	C Monthly		
202611	At IM	11/14/2019	XC-XC - CC Compact	10/10/2019	9/26/2019	C Weekly		
202617	At IM	12/5/2019	XC-XC - CC Compact	11/29/2018	9/13/2018	C Monthly		
202626	At IM	12/26/2019	XC-XC - CC Compact	12/27/2018	12/13/2018	C Monthly		

202625	At IM	2/6/2020	XC-XC - CC Compact	1/31/2019	9/13/2018	C Monthly
202621	At IM	3/5/2020	XC-XC - CC Compact	2/28/2019	9/13/2018	C Monthly
29	At IM	3/26/2020	C2-CC 20-Pack 3480	3/29/2018	3/15/2018	CRIS-Documentum Isolation
202613	At IM	4/2/2020	XC-XC - CC Compact	3/28/2019	3/21/2019	C Monthly
202620	At IM	5/7/2020	XC-XC - CC Compact	5/2/2019	9/13/2018	C Monthly
202618	At IM	6/4/2020	XC-XC - CC Compact	5/30/2019	9/13/2018	C Monthly
202624	At IM	7/2/2020	XC-XC - CC Compact	6/27/2019	5/23/2019	C Monthly
202616	At IM	8/6/2020	XC-XC - CC Compact	8/1/2019	7/25/2019	C Monthly
202614	At IM	9/3/2020	XC-XC - CC Compact	8/29/2019	8/22/2019	C Monthly
202623	At IM	10/8/2020	XC-XC - CC Compact	10/3/2019	9/26/2019	C Monthly
31	At IM	12/31/2020	C2-CC 20-Pack 3480			
5	At IM	12/31/2020	C5-CC DLT (20- 21-Cap)			
8	At IM	12/31/2020	C5-CC DLT (20- 21-Cap)	12/31/2020	10/21/2012	CRIS Backups
202622	Del		XC-XC - CC Compact	9/5/2019	10/10/2019	C Weekly
25	Del		C2-CC 20-Pack 3480	4/25/2019	8/29/2019	C Monthly

Exhibit F

ACR Network Environment





PROOF OF PUBLICATION

STATE OF CALIFORNIA SS.
COUNTY OF RIVERSIDE

RIVERSIDE COUNTY-BOARD OF SUP.
4080 LEMON ST

RIVERSIDE CA 92501

I am over the age of 18 years old, a citizen of the United States and not a party to, or have interest in this matter. I hereby certify that the attached advertisement appeared in said newspaper (set in type not smaller than non pariel) in each and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

01/20/2021

I acknowledge that I am a principal clerk of the printer of The Desert Sun, printed and published weekly in the City of Palm Springs, County of Riverside, State of California. The Desert Sun was adjudicated a Newspaper of general circulation on March 24, 1988 by the Superior Court of the County of Riverside, State of California Case No. 191236.

I certify under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.. Executed on this 20th of January 2021 in Green Bay, WI, County of Brown.

[Signature]
DECLARANT

Ad#:0004556366
P O : ORD. 2020-20455
This is not an invoice
of Affidavits: 1

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

ORDINANCE NO. 2020-20455
AN ORDINANCE OF THE RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT TO PROVIDE INFORMAL BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

Be it ordained by the Board of Directors of the Riverside County Regional Park & Open-Space District:
Section 1. FINDINGS. Whereas, by resolution of its Board of Directors, the Riverside County Regional Park & Open-Space District ("RivCoParks") has elected to become subject to the procedures set forth in Article 2 (commencing with Section 22010) of the Uniform Public Construction Cost Accounting Act (the "Act", Public Contract Code Section 22000 et seq.), the Board of Directors now finds that adopting the informal bidding procedures as required by Article 3 of the Act (commencing with Section 22030) will benefit the District by allowing it to operate more efficiently and effectively when contracting for public projects.

Section 2. PURPOSE. The purpose of this ordinance is to adopt informal bidding procedures compliant with Section 22034 of the Act and to delegate to RivCoParks' General Manager the authority to award such informal contracts.

Section 3. AUTHORITY. This ordinance is adopted pursuant to the Uniform Public Construction Cost Accounting Act, commencing with Section 22000 of the Public Contract Code.

Section 4. INFORMAL BIDDING. Public projects, as defined by Section 22002 of the Act, of Two Hundred Thousand Dollars (\$200,000) (or as modified by the Act) or less, may be let to contract by informal procedures as set forth in Section 22032 et seq. of the Act.

Section 5. LIST OF QUALIFIED CONTRACTORS. A list of qualified contractors, identified according to categories of work, shall be developed and maintained in accordance with the provisions of Section 22034 of the Act and the criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.

Section 6. NOTICE INVITING BIDS. Where a public project is to be performed which is subject to this Ordinance, a notice inviting informal bids shall be mailed, faxed, or emailed to either, or both, of the following:

a. All contractors on a list for the category of work being bid. If, however, the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

b. All construction trade journals as specified by the Uniform Public Construction Cost Accounting Commission in accordance with 22036 of the Act. Additional contractors and/or construction trade journals may be notified at the discretion of RivCoParks. All mailings of notice pursuant to this Section 5 shall be completed not less than ten (10) calendar days before the bids are due, and the notice shall describe the project in general terms, how to obtain more details, and the time and place for submission of bids.

Section 7. AWARD OF CONTRACTS. RivCoParks' General Manager is hereby authorized to award informal contracts pursuant to the Act and this Ordinance. If all bids received are in excess of Two Hundred Thousand Dollars (\$200,000) (or as modified by the Act), the Board of Directors may, by adoption of a resolution by a four-fifths vote, award the contract, at Two Hundred Twelve Thousand Five Hundred Dollars (\$212,500) (or as modified by the Act) or less, to the lowest responsible bidder, if it determines the cost estimate of RivCoParks' General Manager was reasonable. (CA Pub. Cont. § 22034.)

Section 8. SEVERABILITY. If any provision, clause, sentence or paragraph of this ordinance shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 9. EFFECTIVE DATE. This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the Board of Directors voting for and against the same in the Riverside Press Enterprise, a newspaper of general circulation published in the County of Riverside.

K. Spiegel, Chair of the Board

I HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of said County, held on January 12, 2021, the foregoing Ordinance consisting of eight (8) sections was adopted by said Board by the following vote:

AYES: Jeffries, Spiegel, Washington, Perez and Hewitt
NAYS: None
ABSENT: None

Kecia R. Harper, Clerk of the Board
By: Hannah Lumanauw, Board Assistant
Publish: Jan. 20, 2021

Regional Parks
& Open Space District
Item 3.4 of 01/12/21.

2021 JAN 26 AM 11:37

CLERK / BOARD OF SUPERVISORS

THE PRESS-ENTERPRISE

1825 Chicago Ave, Suite 100
Riverside, CA 92507
951-684-1200
951-368-9018 FAX

PROOF OF PUBLICATION (2010, 2015.5 C.C.P)

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

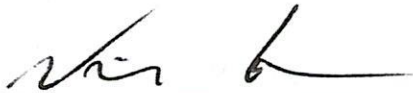
Ad Desc.: Notice of Adoption - Ordinance No. 2020-20455 /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

01/20/2021

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: January 20, 2021
At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE
PO BOX 1147
RIVERSIDE, CA 92502

Ad Number: 0011437022-01

P.O. Number:

Ad Copy:

Regional Parks
→ Open Space District
Item 3.4 of 01/12/21

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

ORDINANCE NO. 2020-20455
AN ORDINANCE OF THE RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT TO PROVIDE INFORMAL BIDDING
PROCEDURES UNDER THE UNIFORM PUBLIC CONSTRUCTION COST
ACCOUNTING ACT

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Section 2. **PURPOSE.** The purpose of this ordinance is to adopt informal bidding procedures compliant with Section 22034 of the Act and to delegate to RivCoParks' General Manager the authority to award such informal contracts.

Section 3. **AUTHORITY.** This ordinance is adopted pursuant to the Uniform Public Construction Cost Accounting Act, commencing with Section 22000 of the Public Contract Code.

Section 4. **INFORMAL BIDDING.** Public projects, as defined by Section 22002 of the Act, of Two Hundred Thousand Dollars (\$200,000) (or as modified by the Act) or less, may be let to contract by informal procedures as set forth in Section 22032 et seq. of the Act.

Section 5. **LIST OF QUALIFIED CONTRACTORS.** A list of qualified contractors, identified according to categories of work, shall be developed and maintained in accordance with the provisions of Section 22034 of the Act and the criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.

Section 6. **NOTICE INVITING BIDS.** Where a public project is to be performed which is subject to this Ordinance, a notice inviting informal bids shall be mailed, faxed, or emailed to either, or both, of the following:

- a. All contractors on a list for the category of work being bid. If, however, the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.
- b. All construction trade journals as specified by the Uniform Public Construction Cost Accounting Commission in accordance with 22036 of the Act.

Additional contractors and/or construction trade journals may be notified at the discretion of RivCoParks. All mailings of notice pursuant to this Section 5 shall be completed not less than ten (10) calendar days before the bids are due, and the notice shall describe the project in general terms, how to obtain more details, and the time and place for submission of bids.

Section 7. **AWARD OF CONTRACTS.** RivCoParks' General Manager is hereby authorized to award informal contracts pursuant to the Act and this Ordinance. If all bids received are in excess of Two Hundred Thousand Dollars (\$200,000) (or as modified by the Act), the Board of Directors may, by adoption of a resolution by a four-fifths vote, award the contract, at Two Hundred Twelve Thousand Five Hundred Dollars (\$212,500) (or as modified by the Act) or less, to the lowest responsible bidder, if it determines the cost estimate of RivCoParks' General Manager was reasonable. (CA Pub. Cont. § 22034.)

Section 8. **SEVERABILITY.** If any provision, clause, sentence or paragraph of this ordinance shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 9. **EFFECTIVE DATE.** This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the Board of Directors voting for and against the same in the Riverside Press Enterprise, a newspaper of general circulation published in the County of Riverside.

K. Spiegel, Chair of the Board

I HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of said County, held on **January 12, 2021**, the foregoing Ordinance consisting of eight (8) sections was adopted by said Board by the following vote:

AYES: Jeffries, Spiegel, Washington, Perez and Hewitt
NAYS: None
ABSENT: None

Kecia R. Harper, Clerk of the Board
By: Hannah Lumanaw, Board Assistant

Press-Enterprise: 1/20



OFFICE OF THE
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060 FAX: (951) 955-1071

KECIA R. HARPER
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

January 13, 2021

PRESS ENTERPRISE
ATTN: LEGALS
P.O. BOX 792
RIVERSIDE, CA 92501

E-MAIL: legals@pe.com
FAX: 951-368-9018

RE: NOTICE OF ADOPTION OF ORDINANCE NO. 2020-20455

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **ONE (1) TIME** on **Wednesday, January 20, 2021**.

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office, **WITH TWO CLIPPINGS OF THE PUBLICATION**.

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Hannah Lumanauw

Board Assistant to
KECIA R. HARPER, CLERK OF THE BOARD

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

ORDINANCE NO. 2020-20455

**AN ORDINANCE OF THE RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT TO PROVIDE INFORMAL BIDDING PROCEDURES
UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT**

Be it ordained by the Board of Directors of the Riverside County Regional Park & Open-Space District:

Section 1. FINDINGS. Whereas, by resolution of its Board of Directors, the Riverside County Regional Park & Open-Space District ("RivCoParks") has elected to become subject to the procedures set forth in Article 2 (commencing with Section 22010) of the Uniform Public Construction Cost Accounting Act (the "Act", Public Contract Code Section 22000 et seq.), the Board of Directors now finds that adopting the informal bidding procedures as required by Article 3 of the Act (commencing with Section 22030) will benefit the District by allowing it to operate more efficiently and effectively when contracting for public projects.

Section 2. PURPOSE. The purpose of this ordinance is to adopt informal bidding procedures compliant with Section 22034 of the Act and to delegate to RivCoParks' General Manager the authority to award such informal contracts.

Section 3. AUTHORITY. This ordinance is adopted pursuant to the Uniform Public Construction Cost Accounting Act, commencing with Section 22000 of the Public Contract Code.

Section 4. INFORMAL BIDDING. Public projects, as defined by Section 22002 of the Act, of Two Hundred Thousand Dollars (\$200,000) (or as modified by the Act) or less, may be let to contract by informal procedures as set forth in Section 22032 et seq. of the Act.

Section 5. LIST OF QUALIFIED CONTRACTORS. A list of qualified contractors, identified according to categories of work, shall be developed and maintained in accordance with the provisions of Section 22034 of the Act and the criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.

Section 6. NOTICE INVITING BIDS. Where a public project is to be performed which is subject to this Ordinance, a notice inviting informal bids shall be mailed, faxed, or emailed to either, or both, of the following:

- a. All contractors on a list for the category of work being bid. If, however, the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.
- b. All construction trade journals as specified by the Uniform Public Construction Cost Accounting Commission in accordance with 22036 of the Act.

Additional contractors and/or construction trade journals may be notified at the discretion of RivCoParks. All mailings of notice pursuant to this Section 5 shall be completed not less than ten (10) calendar days before the bids are due, and the notice shall describe the project in general terms, how to obtain more details, and the time and place for submission of bids.

Section 7. AWARD OF CONTRACTS. RivCoParks' General Manager is hereby authorized to award informal contracts pursuant to the Act and this Ordinance.

If all bids received are in excess of Two Hundred Thousand Dollars (\$200,000) (or as modified by the Act), the Board of Directors may, by adoption of a resolution by a four-fifths vote, award the contract, at Two Hundred Twelve Thousand Five Hundred Dollars (\$212,500) (or as modified by the Act) or less, to the lowest responsible bidder, if it determines the cost estimate of RivCoParks' General Manager was reasonable. (CA Pub. Cont. § 22034.)

Section 8. SEVERABILITY. If any provision, clause, sentence or paragraph of this ordinance shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 9. EFFECTIVE DATE. This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the Board of Directors voting for and against the same in the Riverside Press Enterprise, a newspaper of general circulation published in the County of Riverside.

K. Spiegel, Chair of the Board

I HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of said County, held on **January 12, 2021**, the foregoing Ordinance consisting of eight (8) sections was adopted by said Board by the following vote:

AYES: Jeffries, Spiegel, Washington, Perez and Hewitt
NAYS: None
ABSENT: None

Kecia R. Harper, Clerk of the Board
By: Hannah Lumanauw, Board Assistant



OFFICE OF THE
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060 FAX: (951) 955-1071

KECIA R. HARPER
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

January 13, 2021

THE DESERT SUN
ATTN: LEGALS
P.O. BOX 2734
PALM SPRINGS, CA 92263

E-MAIL: legals@thedesertsun.com
TEL: (760)778-4578

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Sincerely,

Hannah Lumanauw

Board Assistant to
KECIA R. HARPER, CLERK OF THE BOARD

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

ORDINANCE NO. 2020-20455

**AN ORDINANCE OF THE RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT TO PROVIDE INFORMAL BIDDING PROCEDURES
UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT**

Be it ordained by the Board of Directors of the Riverside County Regional Park & Open-Space District:

Section 1. FINDINGS. Whereas, by resolution of its Board of Directors, the Riverside County Regional Park & Open-Space District ("RivCoParks") has elected to become subject to the procedures set forth in Article 2 (commencing with Section 22010) of the Uniform Public Construction Cost Accounting Act (the "Act", Public Contract Code Section 22000 et seq.), the Board of Directors now finds that adopting the informal bidding procedures as required by Article 3 of the Act (commencing with Section 22030) will benefit the District by allowing it to operate more efficiently and effectively when contracting for public projects.

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K. Spiegel, Chair of the Board

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ABSENT: None

Kecia R. Harper, Clerk of the Board
By: Hannah Lumanauw, Board Assistant