

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



ITEM: 3.44
(ID # 18393)

MEETING DATE:

Tuesday, April 26, 2022

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approve the Purchase and the Hewlett Packard Enterprise Customer Terms-Portfolio Agreement and Associated Documents with Hewlett Packard Enterprise for Two (2) NonStop Systems Without Seeking Competitive Bids for Five (5) Years and Authorize the Chair of the Board to Sign the HPE Customer Terms-Portfolio and the HPE Customer Terms-NonStop Products Agreements on Behalf of the County. All Districts; [Total Cost - \$991,268; Up to \$148,690 in Additional Compensation]; 100% Sheriff's Budget

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Hewlett Packard Enterprise (HPE) Customer Terms-Portfolio Agreement, the HPE Customer Terms-NonStop Product Agreement, the HPE NonStop Systems Warranty and associated documents with Hewlett Packard Enterprise for two (2) NonStop Systems, including support services, without seeking competitive bids for five (5) years through May 31, 2027 for a total cost of \$991,268, and authorize the Chair of the Board to sign the HPE Customer Terms-Portfolio Agreement and the HPE Customer Terms-NonStop Product Agreement on behalf of the County;
2. Authorize the Purchasing Agent to issue a purchase order for \$791,268 to cover the initial three (3) year term from June 1, 2022 to May 31, 2025; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) issue a Purchase Order to HPE for the total agreement amount; and (b) to sign amendments to the compensation provisions that do not exceed fifteen percent (15%) of the total cost of the Agreements.

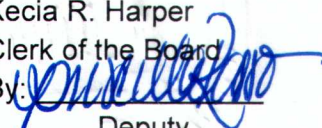
ACTION:Policy


Matthew Jimenez 4/19/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Perez, and Hewitt
Nays: None
Absent: Washington
Date: April 26, 2022
xc: Sheriff-Coroner-PA

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 791,268	\$ 0	\$ 1,139,958	\$ 0
NET COUNTY COST	\$ 791,268	\$ 0	\$ 1,139,958	\$ 0
SOURCE OF FUNDS: 100% Sheriff's Budget			Budget Adjustment: No	
			For Fiscal Year: 21/22 – 25/26	

C.E.O. RECOMMENDATION: Approve

3.30 7/20/21
BR# 22-071

BACKGROUND:

Summary

The Riverside County Sheriff's Department uses the Hewlett Packard (HP) NonStop computer system to support the Computer Aided Dispatch (CAD) application for the processing of 9-1-1 emergency and non-emergency phone calls, call for services, and dispatching deputies. The Department has been using HP NonStop computer systems since 1984 when the County purchased the CAD application. As a result, the Department has a long history and partnership with Hewlett-Packard Enterprise (HPE) for CAD support. The CAD application code was written to take advantage of the HPE NonStop Platform's Fault-Tolerant Architecture, which provides maximum computer system uptime. The NonStop platform with HPE technical support, has allowed the CAD system to run with near zero downtime spanning over three decades. The stability of the platform has allowed the application to be continuously upgraded to meet dispatchers' call taker, deputies' needs and legislative requirements.

The Department's CAD application supports 9-1-1 calls, and the mission critical nature of the CAD application is crucial for public and officer safety. The CAD system houses critical information and provides dispatchers with rapid access to data, enhancing their ability to make decisions and coordinate activities with Sheriff's personnel for the best response time. This responsibility demands the maximum amount of computer system up-time, which the HP NonStop environment/system is designed to provide. The loss of the CAD computer system would result in a direct delay in the response to 9-1-1 calls being answered, locating addresses for citizens calling for service and deputies being dispatched to calls. The sheer volume of calls being answered, and the numbers of deputies being dispatched daily could not be handled without a computer system with CAD application. In 2021, the system supported 1.6 million total calls and of which 462,000 were emergency 9-1-1 calls.

On April 23, 2013 (Minute Order 3-53), the Department purchased two computer operating systems from Hewlett Packard Enterprise (HPE) to upgrade and replace End of Life (EOL) NonStop hardware for a cost of \$1.3 million. This hardware replacement was required to ensure reliable day to day operation and maintain a 24/7 maintenance support contract through

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HPE. The current 2013 system now has reached EOL and replacement is necessary to maintain mission critical CAD functionality.

Price Reasonableness

The purchase of two (2) NonStop systems includes: hardware, software, installation, maintenance and 24/7 technical support services for a total 5-year cost of \$991,268. Through our negotiation and by agreeing to pay the first 3-year contract term upfront for a total of \$791,268, the vendor provided a discount of approximately \$35,000. The discount has been factored into the total purchase cost.

Description:	Cost (FY 22-25)
Hardware	\$312,528
Software	\$184,585
Services	\$107,000
3 Years Maintenance/Support	\$187,155
Total 3 Year Upfront Costs	\$791,268

In year four (4) and five (5) of the contract term, HPE has agreed to future maintenance for a cost not to exceed \$100,000 annually through the life of the equipment or May 31, 2027, whichever comes first. Switching to any other computer system would require lengthy research, code development and testing prior to implementation. This could take a minimum of three to five years and would cost the department more.

In addition, the Department would like to request a 15% contingency in the amount of \$148,690, bringing the total request amount to \$1,139,958, to allow for additional purchase of support services if needed in the event of emergencies.


Impact on Residents and Businesses

The Sheriff's CAD application supports 9-1-1 calls, and the mission critical nature of the CAD application is crucial for public and officer safety. The system stores and provides critical data and the flow and sharing of information in real-time is vital for dispatchers to assist and support residents of the County.

Attachments

1. RCIT H-11 Approval
2. Sole Source Justification
3. HPE-Customer Terms-Portfolio Agreement
4. HPE Customer Terms-NonStop Products Agreement
5. HPE NonStop Systems Warranty

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Suzanna Hockley, Assistant Director of Purchasing and Fleet Service 4/18/2022


Rebecca S Cortez, Principal Management Analyst 4/19/2022


Synthia M Gurel, Chief Deputy County Counsel 4/18/2022


Jim Smith, Chief Information Officer 4/18/2022



Hewlett Packard Enterprise

HPE CUSTOMER TERMS - PORTFOLIO

- 1. Parties.** These terms represent the agreement, together with the HPE Customer Terms – Nonstop Products and the HPE NonStop Systems Warranty (“**Agreement**”) that governs the purchase of products and services from the Hewlett Packard Enterprise entity identified in the signature section below (“**HPE**”) by the Customer entity identified below (“**Customer**”).
- 2. Orders.** “**Order**” means the accepted order including any supporting material which the parties identify as incorporated either by attachment or reference (“**Supporting Material**”). Supporting Material may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements, and may be available to Customer in hard copy or by accessing a designated HPE website.
- 3. Scope and Order Placement.** These terms may be used by Customer either for a single Order or as a framework for multiple Orders. In addition, these terms may be used on a global basis by the parties’ “**Affiliates**”, meaning any entity controlled by, controlling, or under common control with a party. The parties can confirm their agreement to these terms either by signature where indicated at the end or by referencing these terms on Orders. Affiliates participate under these terms by placing orders which specify product or service delivery in the same country as the HPE Affiliate accepting the Order, referencing these terms, and specifying any additional terms or amendments to reflect local law or business practices.
- 4. Order Arrangements.** Customer may place orders with HPE through our website, customer-specific portal, or by letter, fax or e-mail. Where appropriate, orders must specify a delivery date. If Customer extends the delivery date of an existing Order beyond ninety (90) days, then it will be considered a new order. Customer may cancel a hardware Order at no charge up to five (5) business days prior to shipment date.
- 5. Prices and Taxes.** Prices will be as quoted in writing by HPE or, in the absence of a written quote, as set out on our website, customer-specific portal, or HPE published list price at the time an order is submitted to HPE. Prices are exclusive of taxes, duties, and fees (including installation, shipping, and handling) unless otherwise quoted. If a withholding tax is required by law, please contact the HPE order representative to discuss appropriate procedures. HPE will charge separately for reasonable out-of-pocket expenses, such as travel expenses incurred in providing professional services.
- 6. Invoices and Payment.** Customer agrees to pay all invoiced amounts within thirty (30) days of HPE’s invoice date. HPE may suspend or cancel performance of open Orders or services if Customer fails to make payments when due.
- 7. Title.** Risk of loss or damage and title for hardware products will pass upon delivery to Customer or its designee. Where permitted by law, HPE retains a security interest in products sold until full payment is received.

8. **Delivery.** HPE will use all commercially reasonable efforts to deliver products in a timely manner. HPE may elect to deliver software and related product/license information by electronic transmission or via download.
9. **Installation.** If HPE is providing installation with the product purchase, HPE's site guidelines (available upon request) will describe Customer requirements. HPE will conduct its standard installation and test procedures to confirm completion.
10. **Support Services.** HPE's support services will be described in the applicable Supporting Material, which will cover the description of HPE's offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer systems supported.
11. **Eligibility.** HPE's service, support and warranty commitments do not cover claims resulting from:
 1. improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
 2. Modifications or improper system maintenance or calibration not performed by HPE or authorized by HPE;
 3. failure or functional limitations of any non-HPE software or product impacting systems receiving HPE support or service;
 4. malware (e.g. virus, worm, etc.) not introduced by HPE; or
 5. abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HPE's control.
12. **Professional Services.** HPE will deliver any ordered IT consulting, training or other services as described in the applicable Supporting Material.
13. **Professional Services Acceptance.** The acceptance process (if any) will be described in the applicable Supporting Material, will apply only to the deliverables specified, and shall not apply to other products or services to be provided by HPE.
14. **Dependencies.** HPE's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.
15. **Change Orders.** We each agree to appoint a project representative to serve as the principal point of contact in managing the delivery of services and in dealing with issues that may arise. Requests to change the scope of services or deliverables will require a change order signed by both parties.
16. **Product Performance.** All HPE-branded hardware products are covered by HPE's limited warranty statements that are provided with the products or otherwise made available. Hardware warranties begin on the date of delivery or if applicable, upon completion of HPE installation, or (where Customer delays HPE installation) at the latest 30 days from the date of delivery. Non-HPE branded products receive warranty coverage as provided by the relevant third party supplier.
17. **Software Performance.** HPE warrants that its branded software products will conform materially to their specifications and be free of malware at the time of delivery. HPE warranties for software products will begin on the date of delivery and unless otherwise specified in Supporting Material, will last for ninety

(90) days. HPE does not warrant that the operation of software products will be uninterrupted or error-free or that software products will operate in hardware and software combinations other than as authorized by HPE in Supporting Material.

18. **Services Performance.** Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HPE will re-perform any service that fails to meet this standard.
19. **Services with Deliverables.** If Supporting Material for services define specific deliverables, HPE warrants those deliverables will conform materially to their written specifications for 30 days following delivery. If Customer notifies HPE of such a non-conformity during the 30 day period, HPE will promptly remedy the impacted deliverables or refund to Customer the fees paid for those deliverables and Customer will return those deliverables to HPE.
20. **Product Warranty Claims.** When we receive a valid warranty claim for an HPE hardware or software product, HPE will either repair the relevant defect or replace the product. If HPE is unable to complete the repair or replace the product within a reasonable time, Customer will be entitled to a full refund upon the prompt return of the product to HPE (if hardware) or upon written confirmation by Customer that the relevant software product has been destroyed or permanently disabled. HPE will pay for shipment of repaired or replaced products to Customer and Customer will be responsible for return shipment of the product to HPE.
21. **Remedies.** This Agreement states all remedies for warranty claims. To the extent permitted by law, HPE disclaims all other warranties.
22. **Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants HPE a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HPE and its designees to perform the ordered services. If deliverables are created by HPE specifically for Customer and identified as such in Supporting Material, HPE hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.
23. **Intellectual Property Rights Infringement.** HPE will defend and/or settle any claims against Customer that allege that an HPE-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party. HPE will rely on Customer's prompt notification of the claim and cooperation with our defense. HPE may modify the product or service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. HPE is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that HPE is not responsible for claims resulting from deliverables content or design provided by Customer.
24. **License Grant.** HPE grants Customer a non-exclusive license to use the version or release of the HPE-branded software listed in the Order. Permitted use is for internal purposes only (and not for further commercialization), and is subject to any specific software licensing information that is in the software

product or its Supporting Material. For non-HPE branded software, the third party's license terms will govern its use.

25. **Updates.** Customer may order new software versions, releases or maintenance updates ("**Updates**"), if available, separately or through an HPE software support agreement. Additional licenses or fees may apply for these Updates or for the use of the software in an upgraded environment. Updates are subject to the license terms in effect at the time that HPE makes them available to Customer.
26. **License Restrictions.** HPE may monitor use/license restrictions remotely and, if HPE makes a license management program available, Customer agrees to install and use it within a reasonable period of time. Customer may make a copy or adaptation of a licensed software product only for archival purposes or when it is an essential step in the authorized use of the software. Customer may use this archival copy without paying an additional license only when the primary system is inoperable. Customer may not copy licensed software onto or otherwise use or make it available on any public external distributed network. Licenses that allow use over Customer's intranet require restricted access by authorized users only. Customer will also not modify, reverse engineer, disassemble decrypt, decompile or make derivative works of any software licensed to Customer under this Agreement unless permitted by statute, in which case Customer will provide HPE with reasonably detailed information about those activities.
27. **License Term and Termination.** Unless otherwise specified, any license granted is perpetual, provided however that if Customer fails to comply with the terms of this Agreement, HPE may terminate the license upon written notice. Immediately upon termination, or in the case of a limited-term license, upon expiration, Customer will either destroy all copies of the software or return them to HPE, except that Customer may retain one copy for archival purposes only.
28. **License Transfer.** Customer may not sublicense, assign, transfer, rent or lease the software or software license except as permitted by HPE. HPE-branded software licenses are generally transferable subject to HPE's prior written authorization and payment to HPE of any applicable fees. Upon such transfer, Customer's rights shall terminate and Customer shall transfer all copies of the software to the transferee. Transferee must agree in writing to be bound by the applicable software license terms. Customer may transfer firmware only upon transfer of associated hardware.
29. **License Compliance.** HPE may audit Customer compliance with the software license terms. Upon reasonable notice, HPE may conduct an audit during normal business hours (with the auditor's costs being at HPE's expense). If an audit reveals underpayments then Customer will pay to HPE such underpayments. If underpayments discovered exceed five (5) percent of the contract price, Customer will reimburse HPE for the auditor costs.
30. **Confidentiality.** Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of

confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency.

- 31. Personal Information.** Each party shall comply with their respective obligations under applicable data protection legislation. HPE does not intend to have access to personally identifiable information (“PII”) of Customer in providing services. To the extent HPE has access to Customer PII stored on a system or device of Customer, such access will likely be incidental and Customer will remain the data controller of Customer PII at all times. HPE will use any PII to which it has access strictly for purposes of delivering the services ordered.
- 32. US Federal Government Use.** If software is licensed to Customer for use in the performance of a US Government prime contract or subcontract, Customer agrees that consistent with FAR 12.211 and 12.212, commercial computer software, documentation and technical data for commercial items are licensed under HPE’s standard commercial license.
- 33. Global Trade compliance.** Products and services provided under these terms are for Customer’s internal use and not for further commercialization. If Customer exports, imports or otherwise transfers products and/or deliverables provided under these terms, Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations. HPE may suspend its performance under this Agreement to the extent required by laws applicable to either party.
- 34. Limitation of Liability.** HPE’s liability to Customer under this Agreement is limited to the greater of \$2,000,000 or the amount payable by Customer to HPE for the relevant Order. Neither Customer nor HPE will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party’s liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; wilful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.
- 35. Disputes.** If Customer is dissatisfied with any products or services purchased under these terms and disagrees with HPE’s proposed resolution, we both agree to promptly escalate the issue to a Vice President (or equivalent executive) in our respective organizations for an amicable resolution without prejudice to the right to later seek a legal remedy.
- 36. Force Majeure.** Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
- 37. Termination.** Either party may terminate this Agreement on written notice if the other fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate this Agreement and cancel any unfulfilled obligations. Any terms in the Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both parties’ respective successors and permitted assigns.
- 38. General.** This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties. The Agreement will be governed by the laws of the country of HPE or the HPE Affiliate accepting the Order and the courts of that locale will

have jurisdiction, however, HPE or its Affiliate may, bring suit for payment in the country where the Customer Affiliate that placed the Order is located. Customer and HPE agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Claims arising or raised in the United States will be governed by the laws of the state where Customer US Affiliate is headquartered, excluding rules as to choice and conflict of law.

The parties confirm their agreement to these terms either by referencing them in the relevant Order or by executing below:

Signed for HPE:

Kevin Meyerhoff Digitally signed by Kevin Meyerhoff
Date: 2022.04.15 08:52:08 -07'00'

By:

Kevin Meyerhoff

Title:

Manager, HPE Data Solutions, NonStop Business Operations

HPE Entity:

HPE Data Solutions, NonStop

Date:

April 15, 2022

Signed for Customer:

[Insert signature]

JEFF HEWITT

By:

[Insert name]

Title:

CHAIR, BOARD OF SUPERVISORS

[Insert signatory's business title]

Customer Entity:

Riverside County

Date:

APR 26 2022

[Insert date]

ATTEST:
KECIA R. HARPER, Clerk
By: *[Signature]*
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY: *[Signature]*
AMRIT P. DHILLON

4/15/2022
DATE

HPE NonStop Systems Warranty

This Global Limited Warranty Statement defines the warranty period and restrictions that apply to HPE NonStop Systems (individually "Hardware" or "Software" and collectively "Products") furnished by HPE or its authorized reseller with this Global Limited Warranty. This Global Limited Warranty is offered in any country where HPE or its authorized support providers offer Product warranty services, regardless of the country of purchase. This Global Limited Warranty does not apply to: 1) software provided by HPE with an electronic license (such as a click-wrap license) or other license form provided by HPE or its suppliers for a particular NonStop Product, or 2) to software provided by HPE and used primarily for system and network diagnostic and maintenance programs ("Proprietary Service Tools").

HPE warrants that on the Date of Installation and thereafter for the applicable warranty period (see Warranty Period section below), Hardware will not fail to meet its then-current specifications published by HPE due to a defect in material and workmanship; and that each item of Software will not fail to perform as described in its then-current user documentation published by HPE. "Date of Installation" means: (1) if installed by HPE, the date Product has passed HPE's installation test program; provided, however that if Customer schedules or delays installation by HPE more than 30 days after delivery, the Date of Installation will be the 31st day after the date of delivery, or (2) if the Product is designated by HPE as customer-installable and Customer elects to install, the date of delivery to the Customer.

Subject to applicable warranty-upgrade fees or zone charges, if any, HPE will repair or replace defective parts or Products during the warranty period at no additional charge. If a Product has a recurring failure, HPE, at its discretion, may elect to replace the Product with a comparable product. Any replaced Product or part assumes the warranty status of the removed Product or part. All replaced parts or Products under this Global Limited Warranty become the property of HPE.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, HPE DISCLAIMS ALL WARRANTIES WITH REGARD TO THE INFORMATION AND NONSTOP PRODUCTS PROVIDED. TO THE EXTENT PERMITTED BY LAW, HPE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

Customer Responsibilities

During the warranty period, the Customer will:

- Provide peripheral cabling including fiber optics;

- Provide adequate workspace to enable HPE to perform Hardware support, and provide internal system space for continuous operation of any Proprietary Service Tools;
- Permit HPE to remove Proprietary Service Tools for any reason;
- Identify, document, and report each Product problem that necessitates warranty service;
- Supply HPE with all documentation and assistance necessary to demonstrate and allow HPE to diagnose the problem;
- Promptly install each fix, patch, or workaround to Software provided by HPE;
- Undertake appropriate backup, removal, and protection of any Software programs, databases, and removable storage media;
- Provide direct, dedicated access as approved by HPE enabling HPE to access the System to perform diagnostic tests;
- Maintain the environment of and operate Products according to instructions furnished by the manufacturer;
- Notify HPE in writing at least 30 days before moving any Product;
- Designate an employee and an alternate who (i) will direct all requests for warranty service to the HPE Global Mission Critical Solution Center ("GMSCC"), (ii) are able to perform diagnostic tests, and (iii) will provide HPE with assistance necessary to demonstrate, diagnose, and correct malfunctions. Such employee or alternate will be available during all warranty service actions;
- At HPE's request, remove equipment, parts, accessories, or attachments that are not covered under this Global Limited Warranty prior to performance of warranty services by HPE.

Warranty Period

The warranty period for the Product(s) begins on the Date of Installation.

The warranty period listed below will apply to the relevant Product unless otherwise mandated by applicable country law. Warranty service may not be extended upon expiration of the warranty period, but it will include resolution of claims made during the warranty period.

Products Integrity NonStop Systems

- Hardware warranty period - 1 year
- Software warranty period - 90 days
- Response time* - Next business day

* Response time is based on commercially reasonable efforts. Next Business Day response, although available in most countries, may not be available in all locations. Contact the local HPE Support organization for response time in your area.

Warranty Service

Hardware Warranty Service. Standard Hardware warranty service will be performed during the Principal Period of Maintenance ("PPM"), which is 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding local HPE holidays. HPE will assist in problem diagnosis and, when necessary, provide replacement Hardware or parts. If on-site warranty service is needed, the response time will be as stated in the above table. Hardware warranty service also includes (i) access during the PPM to the GMSCC for warranty service, (ii) 24 x 7 access to the GMSCC in system-down situations, and (iii) Web tools and services.

In the course of providing warranty service, remanufactured parts which are equivalent to new in performance may be used.

Software Warranty Service. Software warranty service consists of:

Defect Reporting. For Critical Defects, the Customer will have 24 x 7 access to the GMCSG by e-mail or phone to request defect repair, as described below. "Critical Defect" means that the application is down or is at high risk, business functions cannot be conducted, or the Customer is experiencing continual failures or data corruption as a result of the defect. To report non-critical defects, the Customer will have e-mail or phone access to the GMCSG during the PPM.

Defect Repair. Defect repair includes verification of the existence of a defect, determination of the severity or impact of the defect, and determination of the conditions under which the defect may recur. During such verification, HPE may ask the Customer to provide further information about the defect. After sufficient information is provided to enable HPE to duplicate or verify the defect, HPE will, at its option:

- For a Critical Defect, commence action within a 2-shift hour response window using commercially reasonable efforts to provide an immediate fix or temporary solution of, or workaround to, the defect.
- For a non-critical defect, commence action within an 8-shift hour response window to provide either the action described for a Critical Defect or a statement that the defect will be corrected in a software product revision or a future software release.
- Provide a statement that the Software operates as described in HPE's then-current user documentation or that the defect arises when such Software is used other than in a manner for which it was designed.

For Software added to an installed System, warranty service must be upgraded to the same software support plan, if any, as that of the Software already installed on that System subject to applicable support charges set forth on the HPE quote.

For Software added to processors on an installed System, the warranty period will be limited to any remaining warranty period for the same Software previously installed on the System.

Service billed on an hourly basis is not offered for Software.

Warranty Upgrade

Upgrades to this Global Limited Warranty for Products, including extended hours of coverage and reduced response time, are available. Contact your local authorized HPE NonStop Systems support provider for details. Some offerings may not be available in all countries.

Warranty Transfers to Another Country and notification process

Under this Global Limited Warranty, Products may be purchased in one country and transferred to another country where HPE has a support presence without voiding the warranty. Because the enforceability of certain warranties and response times may vary from country to country, always complete and submit a Global Warranty Notification Form before transferring Products to another country. Customer may be required to provide additional product-specific information prior to moving the Products. Such additional information will help HPE verify that Product is

designed to work in the destination country and that HPE is prepared to provide applicable warranty service in the destination country.

HPE is not responsible for any tariffs or duties that may result from transferring Products between countries. Products may be covered by export controls issued by the United States or other governments and with which Customer must comply. Warranty extensions and upgrades purchased in one country are not transferable to another country.

Warranty Limitations and Exclusions

This Global Limited Warranty extends only to the original purchaser and may not be transferred to any other party. This Global Limited Warranty does not apply to cosmetic repairs, refurbishment, consumables, supplies or accessories, making accessory changes, or attaching additional devices.

This Global Limited Warranty does not extend to any Product if repair or parts replacement is required as a result of:

- Accident, neglect, misuse, failure of electric power, failure of Customer to provide appropriate environmental conditions, relocation of the Product, or causes other than ordinary use;
- Failure caused by a product not currently under HPE support or HPE warranty, if such product is found to be the cause of such failure;
- Customer's connection of another machine or device to Hardware that makes warranty service impractical or that has caused damage to such Hardware;
- Repair or alteration, or attempted repair or alteration, of a Product by anyone other than HPE or an HPE-authorized support provider; or
- Damage caused by natural or man-made acts or disasters

Limitation of Liability and Remedies

THE REMEDIES PROVIDED HEREIN ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. HPE'S LIABILITY FOR ANY WARRANTY CLAIMS HEREUNDER, SHALL BE LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PRICE PAID FOR THE PRODUCT OR PART, UPON PROMPT RETURN TO HPE. The foregoing limitation of liability will apply unless otherwise required by the local law of the country from which the Products are ordered.

Contacting HPE

- [HPE NonStop Server Support](#)

Be sure to have the following information available before calling HPE for warranty service:

- Product name, marketing identifier, and System number
- Applicable error messages
- Operating system
- Third-party hardware or software

FOR HPE AUSTRALIAN CONSUMERS ONLY:

HPE AUSTRALIAN WARRANTY POLICY: YOUR CONSUMER RIGHTS

When you buy a good from HPE as a consumer, the good come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

The relevant guarantees are as follows:

- Quality — goods supplied by HPE must be of acceptable quality. The test for acceptable quality is whether a reasonable consumer, fully aware of the state and condition of the goods, would find them:
- Safe, durable and free from defects;
- Permit HPE to remove Proprietary Service Tools for any reason;
- acceptable in appearance and finish; and
- fit for all the purposes for which goods of that kind are commonly supplied.

This must take into account the nature and price of the goods, and any statements on packaging or labeling.

- Disclosed Purpose — goods or services supplied by HPE that HPE represents are reasonably fit for a purpose expressly disclosed by a consumer must be reasonably fit for that purpose.
- Description — goods supplied by HPE must match the description provided by HPE.
- Sample — goods supplied by HPE must match any sample shown to you by HPE.
- Title — a consumer who purchases a good from HPE must receive clear title to the good.
- Due care and skill — services provided to you by HPE must be provided with due care and skill.
- Express warranties — HPE will be legally required to comply with the express warranty that is set out in its terms and conditions.
- Reasonable time — repair services provided by HPE must be provided within a reasonable time.

Hewlett Packard Enterprise Australia Pty Ltd
353 Burwood Highway
Forest Hill Vic 3131

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HP Part Number: 843310-002
Published: January 2016



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

H11 Number:	PR2021-11713		
Requested Purchase:	Nonstop Refresh 77468 PRD>NS4-1 4P - TSB		
Department/Agency:	Sheriff		
Primary Contact/Phone:	Stephanie Mora Ponce	Alternate Contact/Phone:	Teresa McGuire/
Purchase Request Type:			
Describe Requested Purchase:	Purchase Refresh of two HP Non-Stop NS2200-B computer systems.		
Terms:	Is this a Multi Year Contract?: False Length of Contract: Start Date: End Date: Special Terms and Conditions:		
Business Needs Addressed:	<p>This particular equipment is required due to the Riverside County Sheriff's Computer Aided Dispatch (CAD) application code, written to take advantage of the HP Non-Stop Platform's Fault-Tolerant Architecture which provides the maximum computer system up time. The unique feature of this computer system is the CAD application itself which is coded to use the Guardian operating system. This feature will continue processing a particular transaction even when the system has a processor failure. Processing 911 calls and dispatching of such calls of this critical nature requires a computer system that uses the Non-Stop platform.</p> <p>The CAD Application is owned by Riverside County, it was purchased in 1984 and has been continually upgraded to meet dispatcher, call taker, and deputy needs and demands. Switching to any other computer system would require a completely new CAD application, which is conservatively estimated to take 5 years and 10-15 million dollars.</p> <p>Current equipment is past its lifecycle which is not replaced, we can expect increases in component failures and possible system downtime. HP has informed the Sheriff's Department of the end life cycle on the current system as of June 2013 and the level of support cannot be guaranteed. New equipment will provide 5-7 years of useful life with higher than normal computer system uptime and reliability. This will give RSO time to research, evaluate, purchase, interface, install, configure, migrate, and train on different CAD application if there is an advantage to do so.</p>		
Are there other county systems that provide the same functionality?	No		
Business Criticality:			
Business Impact:			

Current Cost itemization (Include all the year 1 cost)							
Item Description	Purchase Type	Vendor	Quantity	Unit Cost	Sub_Total	Item Tax	Total Cost
HP Non-Stop Refresh	Equipment - Upgrade	HPE	1	\$154,346.50	\$154,346.50		\$154,346.50
HP Non-Stop Refresh	Software - Renewal	HPE	1	\$121,543.00	\$121,543.00		\$121,543.00
HP Non-Stop Refresh	Professional Services	HPE	1	\$53,500.00	\$53,500.00		\$53,500.00
HP Non-Stop Refresh	Professional Services	HPE	1	\$115,710.00	\$115,710.00		\$115,710.00
						Total:	\$445,099.50

Annual Costs				
Item Description	Payment Type	Terms (in Years)	Payment amount	Total Annual Payments



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

Total:	
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Grand Total: \$445,099.50

Accounting String To be completed for pass-thru purchases that will be processed by RCIT Only						
%Billed	Accounts (6 digits)	Dept.ID (6 -10 digits)	Program (5 digits)	Class (5 digits)	Grant (9 digits)	Customer Project Code (10 digits)

Department Head or Authorized Designee Signature: Lt. Adam Vallejo	Date: 1/4/2022 2:19 PM
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RCIT Review (Standard purchases and renewals < \$25000) - Administrative Review Status		
Recommended:	By:	Date:
Denial Explanation:		

ACIO Review - ACIO Review Status		
Recommended:	BY:	Date:
Denial Explanation:		

CIO Review (Purchases and renewals >\$100K) CIO Review Status		
Recommended: Yes	By: <i>Jim Druet</i>	Date: 1/5/21
Denial Explanation:		

TSOC Review (Purchases and renewals >\$100K) TSOC Review Status		
Recommended: Yes	By: <i>Jim Druet</i>	Date: 1/5/21
Denial Explanation:		



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

H11 Number:	PR2021-11712		
Requested Purchase:	Nonstop Refresh 77469 DEV>NS4-1 2P - TSB		
Department/Agency:	Sheriff		
Primary Contact/Phone:	Stephanie Mora Ponce	Alternate Contact/Phone:	Teresa McGuire/
Purchase Request Type:			
Describe Requested Purchase:	Purchase Refresh of two HP Non-Stop NS2200-B computer systems.		
Terms:	<p>Is this a Multi Year Contract?: False</p> <p>Length of Contract:</p> <p>Start Date:</p> <p>End Date:</p> <p>Special Tems and Conditions:</p>		
Business Needs Addressed:	<p>This particular equipment is required due to the Riverside County Sheriff's Computer Aided Dispatch (CAD) application code, written to take advantage of the HP Non-Stop Platform's Fault-Tolerant Architecture which provides the maximum computer system up time. The unique feature of this computer system is the CAD application itself which is coded to use the Guardian operating system. This feature will continue processing a particular transaction even when the system has a processer failure. Processing 911 calls and dispatching of such calls of this critical nature requires a computer system that uses the Non-Stop platform.</p> <p>The CAD Application is owned by Riverside County, it was purchased in 1984 and has been continually upgraded to meet dispatcher, call taker, and deputy needs and demands. Switching to any other computer system would require a completely new CAD application, which is conservatively estimated to take 5 years and 10-15 million dollars.</p> <p>Current equipment is past its lifecycle which is not replaced, we can expect increases in component failures and possible system downtime. HP has informed the Sheriff's Department of the end life cycle on the current system as of June 2013 and the level of support cannot be guaranteed. New equipment will provide 5-7 years of useful life with higher than normal computer system uptime and reliability. This will give RSO time to research, evaluate, purchase, interface, install, configure, migrate, and train on different CAD application if there is an advantage to do so.</p>		
Are there other county systems that provide the same functionality?			
Business Criticality:			
Business Impact:			

Current Cost itemization (Include all the year 1 cost)							
Item Description	Purchase Type	Vendor	Quantity	Unit Cost	Sub_Total	Item Tax	Total Cost
HP Non-Stop Refresh	Equipment - Upgrade	HPE	1	\$135,702.75	\$135,702.75		\$135,702.75
HP Non-Stop Refresh	Software - Renewal	HPE	1	\$63,042.00	\$63,042.00		\$63,042.00
HP Non-Stop Refresh	Professional Services	HPE	1	\$53,500.00	\$53,500.00		\$53,500.00
HP Non-Stop Refresh	Professional Services	HPE	1	\$71,443.80	\$71,443.80		\$71,443.80
Total:							\$323,688.55

Annual Costs				
Item Description	Payment Type	Terms (in Years)	Payment amount	Total Annual Payments



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

Total:	
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Grand Total: \$323,688.55

Accounting String To be completed for pass-thru purchases that will be processed by RCIT Only						
%Billed	Accounts (6 digits)	Dept.ID (6 -10 digits)	Program (5 digits)	Class (5 digits)	Grant (9 digits)	Customer Project Code (10 digits)

Department Head or Authorized Designee Signature: Lt. Adam Vallejo	Date: 1/4/2022 2:08 PM
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RCIT Review (Standard purchases and renewals < \$25000) - Administrative Review Status
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Recommended:	By:	Date:
Denial Explanation:		

ACIO Review - ACIO Review Status

Recommended:	BY:	Date:
Denial Explanation:		

CIO Review (Purchases and renewals >\$100K) CIO Review Status

Recommended: Yes	By: <i>[Signature]</i>	Date: 1/5/21
Denial Explanation:		

TSOC Review (Purchases and renewals >\$100K) TSOC Review Status

Recommended: Yes	By: <i>[Signature]</i>	Date: 1/5/21
Denial Explanation:		



Use this form to submit a single or sole source requisition for review by your Buyer and/or Procurement Contract Specialist. All procurements valued **\$5,000 or more** must seek competitive bids from a minimum of three suppliers, or the expectation that three or more suppliers will respond, or be justified by a Single/Sole Source. All purchases exceeding **\$50,000** require a formal public bid. Procurement's may not be artificially segregated to lesser dollar amounts for the purpose of bypassing this requirement.

Sole/Single Source service requests that are greater than **\$50,000** require additional Board of Supervisors approval.

Supplier Details

Vendor Hewlett Packard Enterprise Company

Fulfillment Address CCorp - Services: (preferred)
33153 Collection Center Dr
Chicago, Illinois 60693-3153 United States

Distribution
The system will distribute purchase orders using the method(s) indicated below:
Check this box to customize order distribution information.

Contract

Background Information

Please indicate if this is a single or sole source below

Sole Source

Have you previously requested and received approval for a sole/single source request for this vendor for your department?

Yes

If selected "yes", please provide the approved SSJ# below

SSJ# 20-123

If selected "yes", was the request approved for a different project?

No

Purchase Details

1. Supply/Service being requested:

The HP CAD system was first purchased in 1984, and last updated approximately 9 years ago. The current equipment is at the end of its useful life, and due to the age of the hardware it can no longer be maintained. We are requesting the purchase of two computer systems, related operating systems, software licensing, hardware, installation, and application migration services.

2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

Current Year Cost

6. Identify all costs for this requested purchase.

You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's

The Sheriff's CAD application code was written to take advantage of the HP NonStop platform's Fault-Tolerant Architecture which provides the maximum computer system up time. The unique feature of this computer system is the CAD application itself. The application has been continually upgraded to meet dispatcher, call taker and deputy's needs.

3. Reasons why my department requires these unique features and what benefit will accrue to the county:

The Sheriff's CAD application supports 9-1-1 calls, and the mission critical nature of the CAD application is crucial for public and officer safety. The CAD system houses critical information and provides dispatchers with rapid access to data, and its powerful mapping capabilities gives dispatchers the ability to make decision and coordinate activities within seconds, resulting in the best response time for law enforcement. This responsibility demands the maximum amount of computer system up time, which the HP NonStop environment/system is designed to provide. The loss of the CAD computer system would result in a direct delay in the response to 9-1-1 calls being answered, locating addresses for citizens calling for service and deputies being dispatched to calls. The sheer volume of calls being answered, and the number of deputies being dispatched could not be handled without a computer system/CAD application.

4. Period of Performance 06/01/2022
From:

Period of Performance To: 05/30/2027

Is this an annually renewable contract or is it fixed term?
 Annually Renewable

5. Price Reasonableness:

County Purchasing staff worked with the Sheriff's Department and the HPE Sales Representative to ensure that the best governmental pricing was offered to the Sheriff's Department. The purchase for the two systems include: hardware \$290,049, software \$184,585, three (3) maintenance \$187,154, installation and 24/7 technical support services \$107,000, and sales tax of \$22,479 for a total cost of \$791,268. Through our negotiation and by committing to a 3-year contract term to and one-time payment of \$791,268, the vendor provided a discount of approximately \$35,000. The discount has been factored into the total purchase cost. In addition, HPE has agreed to authorize future upgrades not to exceed \$100,000 annually through the life of the equipment or May 31st, 2027 whichever comes first. Switching to any other computer system would require lengthy research, code development and testing prior to implementation. This could take a minimum of three to five years and would cost the department more.

Projected Board of Supervisor Date (if applicable): 3/22/2022

Commodity Code 92045

authority, Board approval must be obtained.

Describe all current fiscal year costs associated with this procurement in the box below. Insert all one time costs associated with this project in the table below.

Insert all current fiscal year costs in the table below. Label the 'description' as the item that is being purchased.

Current FY Costs

Description	Price
	1,129,959.00

Enter all additional FY costs in the table below. Only enter one fiscal year cost per line and identify the fiscal year that it pertains to. Fiscal year is from 7/1/00 to 6/30/00.. Example : FY 18/19 \$200

FY	FY21/22 \$909,959
FY	FY24/25 \$110,000
FY	FY25/26 \$110,000
FY	
FY	

Additional FY Cost

Describe all additional costs associated with this procurement in the box below. Include the dollar amounts for subsequent fiscal years if it differs from above.

Current Year Cost Total: 1,129,959.00

Supporting Documentation

If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.

Additional supporting documentation includes:

- Previously approved SSJ's
- other

For all other requests, attach the vendor's cost proposal

Internal Attachments

Purchasing Approval

	Approved by	Date Approved	Sole Source Number	Approval Conditions/Comments
This section to be filled out by Purchasing Management only upon approval.	Suzanna Hinckley	3/7/2022	154,949,983	

Total 1,129,959.00



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HPE CUSTOMER TERMS – NONSTOP PRODUCTS

1. **Parties.** These terms, together with the HPE Customer Terms - Portfolio and Quote Numbers 153817 – 54 and 153817 -55, represent the agreement (“Agreement”) that governs the purchase and license of NonStop Products and support services from the Hewlett Packard Enterprise entity identified in the signature section below (“HPE” or “CONTRACTOR”) by the County of Riverside, on behalf of its Sheriff’s Department (“Customer” or “COUNTY”).
2. **Definitions.** Unless otherwise specifically defined in these terms, the capitalized terms used in this template will have the same meaning as set forth in the HPE Customer Terms – Portfolio. The following terms shall have the meanings set forth below:
 - a) **“Designated System”** means an HPE NonStop System owned, controlled, or operated by or solely on behalf of Customer and identified by HPE by the combination of a unique number and specific system type.
 - b) **“Existing Term”** for NonStop Software under a term license means any available term elected by Customer for (i) the first item of NonStop Software licensed to a Designated System on a term basis, or (ii) any renewal term thereafter, but no longer than May 31, 2027.
 - c) **“NonStop Product”** means NonStop Hardware, NonStop Software and associated documentation, parts, and upgrades.
 - d) **“NonStop Software”** means all software provided by HPE for Use on a Designated System. NonStop Software includes user documentation and related materials, but excludes documentation made publicly accessible by HPE and software provided by HPE with an electronic or other license form.
 - e) **“System”** means a collection of NonStop Hardware and NonStop Software that is designed to operate as a functional unit.
3. **NonStop Software Licensing Plans and Charges**
 - a) Subject to Customer’s payment of the applicable license fee(s), HPE will grant the available license for each item of NonStop Software specified on an Order.
 - i. **Paid-Up License.** HPE grants Customer a perpetual license to use the applicable NonStop Software on a Designated System. A **“One-Time License Charge”** or **“OLC”** will be invoiced upon shipment.
 - ii. **Term License.** HPE grants Customer a license to use the applicable NonStop Software on a Designated System for the term specified on the Order (the **“Term”**). A **“Term License Charge”** or **“TLC”** will be invoiced upon shipment. Upon expiration of the Term, the license will renew on a monthly basis subject to payment by Customer of the applicable Monthly License Charge unless Customer otherwise advises HPE.

The initial Term will begin the first day of the second month following the shipment date of applicable NonStop Software. NonStop Software added to a Designated System on a term basis during an Existing Term will be coterminous with the expiration date of the Existing Term and the corresponding TLC will be pro-rated for the remainder of the Existing Term.
 - iii. **Monthly License.** HPE grants Customer a license to use the applicable NonStop Software on a Designated System. A **“Monthly License Charge”** or **“MLC”** will be invoiced upon shipment of NonStop Software and monthly in advance thereafter.

HPE may increase MLCs upon sixty (60) days prior written notice at any time after twelve (12) months from the commencement date of Monthly License Charges. Notice may be provided during the initial twelve (12) month period.
 - b) Additional License Terms and Restrictions:



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- i. Notwithstanding any contrary term in the Agreement, NonStop Software licenses are for use only on the Designated System and are non-transferable. Any NonStop Software license will terminate (i) in the event of a change in either the System number or System type, or (ii) if the Designated System ceases to be within the possession or control of Customer.
- ii. Certain NonStop Software is available under a “user-based” license that restricts use to a specified maximum number of concurrent end-user devices on the Designated System. A user-based license will be subject to an OLC, TLC or an MLC, as applicable, per the terms of Section 3.a), above. Customer may not increase the number of users unless Customer submits a request for additional users and HPE receives payment for the additional users.
- iii. NonStop Software available under a “per CPU” or “per processor” license must be licensed on each processor in the Designated System.
- iv. Customer may not use NonStop Products for purposes of supplying or offering NonStop Product support or maintenance to any third party.

4. Warranty

Notwithstanding any terms to the contrary in the Agreement, NonStop Products purchased from HPE will receive the warranty described in the HPE Global Limited Warranty Statement for NonStop Products (“**Warranty Statement**”) posted at www.hpe.com/support/nonstop/globalwarranty on the date of the Order. Customer should print a copy for its records. Customer’s use of any NonStop Product constitutes acceptance of HPE’s warranty terms.

5. NonStop Support Requirements.

All current NonStop Software on a System must be covered under the same HPE support offering and coverage level.

During any period of on-going support requested by Customer, in addition to the responsibilities stated in the Agreement, Customer will:

- a) Provide peripheral cabling including fiber optics,
- b) Promptly install each fix, patch, or workaround provided by HPE to correct a NonStop Software problem, and
- c) Provide direct, dedicated System access as approved by HPE enabling HPE to perform diagnostic tests.

6. Support Charges

- a) Except as set forth in Section 6.b) below, all support charges will begin on the date that any applicable warranty period expires or on the coverage date specified in Supporting Material (“**Support Effective Date**”).
- b) Unless specifically excluded in writing by Customer, any NonStop Product added to a System for which HPE is providing support will automatically be covered under the applicable support agreement then in effect for the remainder of its term. The support charges for such additional NonStop Product will begin on the date any applicable warranty period expires or on the earlier of (i) the date of installation, or (ii) thirty (30) days from the date of delivery if no warranty applies.

7. SUPPORT LIMITATIONS

In addition to limitations stated in the Agreement, HPE’s support obligations hereunder will not apply if NonStop Product support is required due to software and/or application code that has been compiled using anything other than an HPE NonStop compiler.

8. TERM, TERMINATION AND CANCELLATION

- a) Subject to Section 2(b) above, the license for any item of NonStop Software granted by HPE will be effective from the date such NonStop Software is delivered to Customer and, unless sooner terminated, will terminate in the event the Designated System for such item of NonStop Software ceases to be within the possession and control of Customer or



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until Customer fails to or ceases to pay applicable License Fees. Customer may terminate the license for any item of NonStop Software, together with the obligation to pay further applicable license charges, effective no less than thirty (30) days after the last day of the month in which the notice of termination is received by HPE.

- b) Support will continue for a minimum of twelve (12) months from the Support Effective Date (the "**Minimum Term**"), and will continue thereafter until terminated.

9. MISCELLANEOUS

- a) Subject to applicable California law, Customer agrees that NonStop Software: 1) is considered by HPE to be a trade secret; 2) is furnished to Customer in confidence; and 3) contains proprietary and confidential information and, therefore, such NonStop Software is subject to the Confidentiality provisions of the Agreement. If Customer is confronted with legal action to disclose confidential information, Customer will promptly notify.

Customer's duty in relation to Nonstop Software and confidentiality survives termination of the Agreement.

- b) Customer Orders will be binding only with respect to (i) NonStop Products and/or support ordered and the elected license plan; (ii) prices and/or fees related to section 9.b)(i); and (iii) specified "ship to" and "bill to" addresses. Other terms and preprinted terms on or attached to any Order shall be void and have no effect.
- c) 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 Customer and HPE waive any provision of law providing for a change on 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.

10. INSURANCE

- a) 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.
- b) 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. Policy shall name the COUNTY as Additional Insureds.
- c) 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 \$2,000,000 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) Vehicle Liability: If vehicles or mobile equipment are 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



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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.

- e) Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Contractor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

11. GENERAL INSURANCE PROVISIONS – ALL LINES

- a) 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.
- b) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$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.
- c) 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 a minimum of 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. If CONTRACTOR insurance carrier(s) policies does not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.
- d) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall



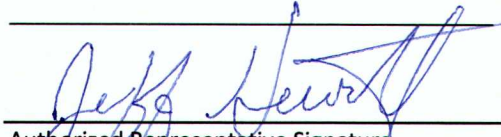
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terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and 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 to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

CUSTOMER HAS READ THESE TERMS AND AGREES TO BE BOUND THEREBY.

EFFECTIVE DATE _____

AGREED TO:
Customer: _____



Authorized Representative Signature

Name: _____

JEFF HEWITT

Title: _____

CHAIR, BOARD OF SUPERVISORS

Address: _____

AGREED TO:
HPE: _____

Kevin Meyerhoff

Digitally signed by
Kevin Meyerhoff
Date: 2022.04.15
08:55:16 -07'00'

Authorized Representative Signature

Name: _____

Kevin Meyerhoff


Title: _____

HPE Data Solutions Business Operations

Address: _____

6280 America Center Drive
San Jose, CA 95002

FORM APPROVED COUNTY COUNSEL

BY:  _____ DATE 4/15/2022

AMRIT P. DHILLON

ATTEST:

KECIA R. HARPER, Clerk

By 

DEPUTY