

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



ITEM: 3.54
(ID # 19487)

MEETING DATE:

Tuesday, August 30, 2022

FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY AND EXECUTIVE OFFICE
:

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY AND EXECUTIVE OFFICE: Authorize the Purchasing Agent to issue a Purchase Order to Presidio Solutions Network Group, LLC. for the purchase of Hewlett Packard Enterprise (HPE) Aruba Hardware and Support Services (awarded vendor for RFQ ITARC-RFQ-0000499) HPE in the total amount of \$4,377,791; All Districts. [Total Cost \$4,377,791, CIP Fund 30700 [100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize the Purchasing Agent to issue a Purchase Order to Presidio Solutions Network Group, LLC. for the purchase of Hewlett Packard Enterprise (HPE) Aruba Hardware and Support Services in the total amount of \$4,377,791.

ACTION:Policy, CIP




Jim Smith, Chief Information Officer 8/17/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez 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: August 30, 2022
xc: RCIT, E.O.

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	\$ 2,918,527	\$ 1,459,264	\$ 4,377,791	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: CIP Funding – 100%			Budget Adjustment: No	
			For Fiscal Year: 22/23-23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The request before the Board is for approval of the purchase of HPE Aruba Hardware and Support Services through Presidio Solutions Network Group, LLC. for the RCIT Wi-Fi Network Replacement Project.

Riverside County Information Technology (RCIT) supports the Enterprise Wi-Fi Network in County owned and leased facilities throughout Riverside County. These Wi-Fi networks provide essential wireless communications (Data, IT telephony services, mobile phone services, Email and Internet access) for County Departments to better serve the needs of our constituents. This purchase provides HPE ARUBA Products and Design Services to replace the existing Wi-Fi equipment that is near the end of its software support life cycle. This new Wi-Fi equipment will provide enhanced critical security and operational functionalities to further safeguard the County's IT network, extend access and take advantage of improvements in Industry advancements. This purchase includes HPE equipment (i.e., Controllers/Access points) used by all departments throughout Riverside County.

Included in this purchase is a five-year Hardware and Software support package from HPE Aruba which covers the maintenance of all the network and control elements of the system. This package provides upgrades to software/firmware that ensures all Wi-Fi equipment is kept current with the latest security and operating system, break fix services and same day shipping of replacement units for these critical elements. These services are vital as the Wi-Fi system's Access points are entry points into the County network and are accessible from numerous locations. A continuous updated security posture is necessary to prevent cyber-attacks from accessing the County network. Additionally, HPE Aruba provides break fix hardware/software limited warranty for each Access point, that extends for five years after it is no longer being sold by the company.

The current Wi-Fi network operates on CISCO hardware and software. This equipment is reaching the end of its software support lifecycle and the County will no longer be able to buy replacement equipment, receive crucial security patches, or obtain ongoing support to keep the County's Wi-Fi running securely and reliably. This purchase will be funded by the Executive Office through CIP funding.

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Impact on Residents and Businesses

There is no negative impact on residents and businesses.

Contract History and Price Reasonableness

The County is replacing existing CISCO equipment that is nearing end-of-life for its current technology. The replacement of the existing infrastructure is the most cost effective way to provide a secure and capable replacement system. The County processed a Request for Information (RFI) # RIVCO-2021-RFI-0000223 in search of the best solution to replace the current Wi-Fi network throughout the County. The RCIT evaluation team determined the HPE Aruba product met all aspects of the County requirements.

On March 04, 2022, County Purchasing released Request for Quote # ITARC-RFQ-0000499 to compete for the products and services through the HPE Aruba Resellers. Upon bid closing the County received two bid responses, Presidio Network Solutions Group, LLC. and AT&T. RCIT thoroughly evaluated the bid responses and determined Presidio Network Solutions provided the deepest pricing discounts and the most comprehensive response. The discount rates Presidio committed to for 5 years included 62% for equipment, 10% for design services and 10% for maintenance services.

Attachments:

- A. Quote 2003222203424-09 - Aruba Wireless


Suzanna Hackley, Assistant Director of Purchasing and Fleet Service

8/17/2022


Venus Brambila, Deputy Director - Administration

8/24/2022


Synthia M. Gurzel, Chief Deputy County Counsel

8/17/2022

TO:
 County of Riverside
 Delano Anderson
 3450 14th Street
 Riverside, CA 92501

 andelano@rivco.org
 (p) 951-505 1688
 (f) (951) 788-9965

FROM:
 Presidio Networked Solutions Group, LLC
 Megan Watkins
 5000 Hopyard Rd
 Suite 188
 Pleasanton, CA 94588

 mwatkins@presidio.com
 (p) +1.480.719.2869

BILL TO:
 Riverside County IT
 Accounts Payable
 3450 14th Street
 Riverside, CA 92501

 rcit-acctspayable@rivco.org
 (p) 951-955-5702

SHIP TO:
 County of Riverside - Riverside Cnty Innovation Ctr
 Martin Fincham
 3450 14th Street
 Riverside, CA 92501

 mfincham@rivco.org
 (p) (951) 955-0631

Customer#: RIVER032

Contract Vehicle: *Open Market

Account Manager: Jeremy Curran

Inside Sales Rep: Megan Watkins

Title: Aruba Wireless IOUs for upcoming RFP

#	Part #	Description	List Price	Unit Price	Qty	Discount	Ext List Price	Ext Price
1	R7J28A	Aruba AP-635 (US) Campus AP	\$1,535.00	\$583.30	3236	62.00 %	\$4,967,260.00	\$1,887,558.80
2	Q9H62A	Aruba AP-515 (RW) Unified AP	\$1,392.00	\$528.96	130	62.00 %	\$180,960.00	\$68,764.80
3	JZ370A	AP-MNT-MP10-A AP mount bracket 10-pack A	\$226.00	\$85.88	130	62.00 %	\$29,380.00	\$11,164.40
4	Q9G69A	AP-MNT-MP10-B AP mount bracket 10-pack B	\$226.00	\$85.88	320	62.00 %	\$72,320.00	\$27,481.60
5	Q9G70A	AP-MNT-MP10-C AP mount bracket 10-pack C	\$226.00	\$85.88	100	62.00 %	\$22,600.00	\$8,588.00
6	R1C72A	AP-MNT-MP10-E AP mount bracket 10-pack E	\$341.00	\$129.58	40	62.00 %	\$13,640.00	\$5,183.20
7	R7T09A	Aruba AP-587 (US) Unified AP	\$3,495.00	\$1,328.10	4	62.00 %	\$13,980.00	\$5,312.40
8	R6W11A	AP-270-MNT-H3 270 Series Mt Kit	\$163.00	\$61.94	4	62.00 %	\$652.00	\$247.76
9	JY728A	AP-CBL-SERU Console Adapter Cable	\$33.00	\$12.54	15	62.00 %	\$495.00	\$188.10
10	Q9Y65AAE	Aruba Central AP Adv 5yr Sub E-STU	\$1,170.00	\$444.60	3370	62.00 %	\$3,942,900.00	\$1,498,302.00
11	H1EJ9E	HPE Aruba WW Education Tech Training SVC	\$200.00	\$210.00	304	-5.00 %	\$60,800.00	\$63,840.00
12	R1V82A	Aruba ClearPass C3010DL360 G10 HW Appl	\$35,000.00	\$13,300.00	3	62.00 %	\$105,000.00	\$39,900.00
13	HP7J3E	Aruba 5Y FCNBDExch CPC3010DL360HWApplSVC	\$26,774.00	\$24,096.60	3	10.00 %	\$80,322.00	\$72,289.80
14	R1T38A	Aruba DL360 Gen10 500W Spare PSU	\$995.00	\$378.10	3	62.00 %	\$2,985.00	\$1,134.30
15	HC9K2E	Aruba 5Y FC NBD Exch HW AW10 SparePSUSVC	\$189.00	\$170.10	3	10.00 %	\$567.00	\$510.30
16	JZ432AAE	Aruba ClearPass NL AC 10K CE 5yr E-STU	\$308,000.00	\$117,040.00	1	62.00 %	\$308,000.00	\$117,040.00
17	R4G92AAE	Aruba Central WLAN GW 5yr Sub E-STU	\$505.00	\$191.90	2	62.00 %	\$1,010.00	\$383.80
18	R7H95A	Aruba 9240 (US) Campus Gateway	\$29,995.00	\$11,398.10	2	62.00 %	\$59,990.00	\$22,796.20

#	Part Number	Description	Unit Price	Quantity	Discount %	Net Price	Ext. Price
19	H34CLE	Aruba 5Y FC NBD Exch HW 9240CGateway SVC	\$2,965.00	2	10.00 %	\$5,930.00	\$5,337.00
20	R7J63A	9240 550W AC Power supply	\$595.00	2	62.00 %	\$1,190.00	\$452.20
21	JW124A	PC-AC-NA (NA) AC Power Cord	\$6.00	4	62.00 %	\$24.00	\$9.12
22	J9150D	Aruba 10G SFP+ LC SR 300m MMF XCVR	\$1,149.00	8	62.00 %	\$9,192.00	\$3,492.96
23	R7H75A	ArubaUXIG- Series.11ax+EthernetSensor	\$699.00	270	62.00 %	\$188,730.00	\$71,717.40
24	H59V2E	Aruba 5Y FC NBD Exch UXIG+Eth Sensor SVC	\$116.00	270	10.00 %	\$31,320.00	\$28,188.00
25	R4W99AAE	Aruba 5yr UXI Cloud Sub E- STU	\$2,399.00	270	62.00 %	\$647,730.00	\$246,137.40
26	R8R14AAE	ARUBA 9240 AOS8 GLD LIC E-LTU	\$19,995.00	2	62.00 %	\$39,990.00	\$15,196.20
27	HR1X0A1	Aruba 3Q UoS Quickstart Consult SVC	\$0.00	15	0.00 %	\$0.00	\$31,590.00
#	Incentive Discount	Description					Ext. Price
28	One-Time Discount	Training Credits					(\$39,990.28)

		Total Ext. Price Before Incentive Discount:	\$4,232,805.74
		Total List Price:	\$10,786,967.00
		Sub Total:	\$4,192,815.46
		Estimated Tax:	\$184,975.08
		Grand Total:	\$4,377,790.54

*** Any Tax & Freight Charges will be added/amended at time of billing, as applicable. Sales tax and shipping are estimated and subject to change.

Quote valid for 30 days. Payment of invoices are due within 30 days from date of invoice unless other terms are issued. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. All prices subject to change without notice. Supply subject to availability. This Quote is subject to Presidio's Standard Terms and Conditions below. Any changes to the following Terms and Conditions must be accepted in writing by Presidio, otherwise, CLIENT agrees to be bound by the following Terms and Conditions and pricing contained herein:

Pricing

- Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax exempt certificate is provided.
- The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
- Prices exclude freight, handling or insurance (unless itemized in the quote).
- Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

Invoicing

- CLIENT is billed upon shipment from the manufacturer and shall accept and pay for partial shipment of products.
- Usage-Based Services Terms and Conditions. For Usage-Based Services purchased by CLIENT, Presidio shall invoice CLIENT once a month. Notwithstanding the amounts included on the applicable purchase order, the invoice for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.
- Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). For Third-Party-provided, enterprise-based software licensing and services, Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's delinquent or non-payment.

Freight, Handling, Shipping

- CLIENT will be billed for Presidio's and/or the manufacturer's freight charges.
- Title/Risk of loss passes to CLIENT Freight on Board (FOB) origin (FOB destination (CONUS) applicable to Federal Government CLIENTS only) unless otherwise agreed to in writing by Presidio. Orders shipped from a manufacturer to Presidio at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT FOB origin.
- Presidio accepts no responsibility / liability in connection with the shipment.
- International delivery services include (i) Consolidated billing in USD for all international deliveries (ii) Consolidated contracting with one entity, namely Presidio (iii) Single point of contact (iv) Freight forwarding including exportation permits, application of tariff headings, customs clearance (including import permits, licenses, certificates) (v) Asset Management, Tracking & Reporting.
- Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees of 1% of the list price of such goods.

Warranty and Limitation of Liability

- Product is warranted by the Manufacturer, not by Presidio. Please consult Manufacturer for warranty terms. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

Return Policy

- CLIENTS return rights are subject to the return policies (& fees including restocking) of the applicable manufacturer
- A Presidio-issued Return Material Authorization (RMA) is required & needs to accompany returned items before any credit is issued to a CLIENT. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.
- CLIENTS have 15 calendar days from original ship date to request a RMA (unless shorter period is required by manufacturer)
- Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered failing which Presidio is entitled to reject acceptance of items or charge further fees
- The CLIENT is responsible for shipping fees to the destination highlighted in the RMA
- Opened software cannot be returned

Cancellation Policy

- CLIENT's cancellation of purchase order rights are subject to the cancellation policies (& fees) of the applicable manufacturer

Leases

- In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

Software terms

- Software is subject to the license terms that accompany it.
- License terms are established between the CLIENT & owner of the software
- Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use.
- Delivery of software licenses are agreed to be accepted in electronic form from the third party software company. Otherwise, you agree to self-accrue any applicable sales tax at the rate in effect for the jurisdiction.

Term and Termination of Orders: Usage-Based Services, Enterprise Agreements and Multi-Year Orders

- The terms of use for Usage-Based Services (i.e. Cisco-provided WebEx or Software as a Service (SaaS)) are established by the applicable third-party provider of such services either at the applicable third-party provider website or via the separate agreement between CLIENT and third-party provider.
- The "Initial Term" of an order for Usage-Based Services and/or Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the upcoming Renewal Term.
- Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

Multi-Year Agreements

- For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

SmartNet (Third party Maintenance)

- CLIENTS rights are subject to the terms provided by the applicable manufacturer. (per website address)
- Delivery of software maintenance, including upgrades and updates are agreed to be accepted electronically. Otherwise, you agree to self-accrue applicable sales tax.

Confidential Information.

- CLIENT agrees that this quote is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose. CLIENT agrees to protect this Quote to the same extent that it protects its own Confidential Information, but with no less than a reasonable degree of care.

Export Law Compliance.

- CLIENT has been advised that any hardware or software provided to CLIENT via this Quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

Miscellaneous Terms

- Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

No signed quote. PO required.

FORM APPROVED COUNTY COUNSEL
BY KRISTINE BELL-VALDEZ DATE _____