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

ITEM: 3.25
(ID # 22791)

MEETING DATE:
Tuesday, September 12, 2023

FROM :   SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approve the Agreement for HPE GreenLake Management Services No. SHARC-92045-010-10/26 with Hewlett Packard Enterprise Company for Hardware and Software Management, Maintenance and Support Services for the Sheriff's Department Without Seeking Competitive Bids for Three (3) Years. All Districts. [Total Cost – $575,225; Up to $57,522 in additional compensation - 100% Sheriff's Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Agreement for HPE GreenLake Management Servcies No. SHARC-92045-010-10/26 with Hewlett Packard Enterprise Company (Agreement) for Hardware and Software Management, Maintenance, and Support Services without seeking competitive bids for an aggregate amount of $575,225 through June 30, 2026, and authorized the Chair of the Board to sign the Agreement on behalf of the County; and

2. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding and as approved as to form 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 $57,522.
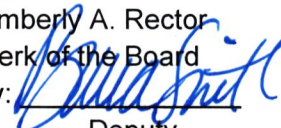
ACTION:

Matthew Jimenez
Matthew Jimenez   9/1/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:	Jeffries, Spiegel, Perez, Washington, and Gutierrez
Nays:	None
Absent:	None
Date:	September 12, 2023
xc:	Sheriff

Kimberly A. Rector
Clerk of the Board
By: _____
Deputy

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$221,309	$176,958	$575,225	$0
NET COUNTY COST	$221,309	$176,958	$575,225	$0
SOURCE OF FUNDS: 100% Sheriff's Budget			Budget Adjustment: No	
			For Fiscal Year: 23/24-25/26	

C.E.O. RECOMMENDATION: Approve

BR# 24-026

BACKGROUND:

Summary

The Riverside County Sheriff's Office (RSO) utilizes a Computer Aided Dispatch (CAD) system for incident reporting and dispatching emergency and non-emergency services to the residents of Riverside County. The CAD system has operated on HPE NonStop hardware and software since the late 1980s. The Sheriff's Department is in the process of addressing the critical state of the CAD system and in April of 2022, invested $823,000 to upgrade the HPE NonStop hardware and software to include resiliency of the CAD servers. The servers and software require ongoing maintenance to retain database reliability and optimal operating system performance. The hardware and operating software are proprietary to HPE NonStop systems and the warranty mandates that only HPE trained personnel can perform this maintenance. The HPE GreenLake Management Service agreement will enable HPE to remotely monitor and manage the systems and perform certain operational and administrative activities relating to NonStop technologies. With the remote monitoring in place, RSO will have assistance analyzing the functionality and performance of the servers in real time, addressing mission critical failures before they cause an outage, and supporting the single staff member currently assigned to the CAD system, as well as allowing the staff member to focus on other assigned duties.

Impact on Residents and Businesses

The CAD system interfaces with many public safety applications and systems, but of utmost importance is the deep integration with the Public Safety Enterprise Communication System (PSEC). Many of RSO's partner County agencies use and rely on PSEC for radio and data communications and CAD for day-to-day operations and emergency response. 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. Maintaining the system to the highest level of support ensures the residence of the County continue to receive timely and accurate public safety responses.

Contract History and Price Reasonableness

SSJ #20-123 was approved via Minute Order 3.44 on April 26, 2022 by the Board for the HPE Non-Stop hardware and software upgrade project, an investment of $791,268 with a 15% contingency available to upgrade the HPE NonStop hardware and software to include resiliency

of the CAD servers. The servers and software require ongoing maintenance to retain database reliability and optimal operating system performance. This support will identify potential issues before they can escalate to a problem which may impact the overall system. The total cost of $575,225 is a fixed cost over three years with no increases. In addition, HPE is giving the County National Association of State Procurement Officials (NASPO) pricing which is a reduction of 20% of list cost. The recent upgraded hardware and software purchase was the first step to having a reliable and dependable dispatch system to support critical law enforcement operations; this support is an additional layer of protection to ensure consistent functionality of the system for the protection of the citizens of Riverside County.

ATTACHMENTS:
- Sole Source Justification
- Agreement No. SHARC-92045-010-10/26 with Hewlett Packard Enterprises
- H11 No. PR2021-11713 Approved for the HPE Non-Stop hardware and software upgrade

Meghan Hahn
Meghan Hahn, Deputy Director of Procurement   8/31/2023

Rebecca S Cortez
Rebecca S Cortez, Principal Management Analyst   9/6/2023

Amrit Dhillon
Amrit Dhillon   8/28/2023

Hewlett Packard Enterprise

Agreement for HPE GreenLake Management Services

For
County of Riverside

Prepared by kevin.preston@hpe.com

Issue date: 08/16/2023
Customer Project Reference Number: OPE-0014863252
County of Riverside Contract Reference Number: **SHARC-92045-010-10/26**

SEP 1 2 2023 3.25

About this Agreement

Parties		
8≡	**HPE:** Hewlett Packard Enterprise Company	**Customer:** County of Riverside on behalf of its Sheriff's Department

This Agreement identifies the HPE GreenLake Management services ("Services,") HPE will perform for Customer.

References made to "HPE-GMS" or GreenLake Management Services in this SOW shall mean "Services".

This Agreement includes a Statement of Work (**"SOW"**) and all applicable exhibits and appendices mentioned herein, and they collectively represent the agreement between HPE and Customer ("Agreement"). All datasheets listed, or specific sections of datasheets referenced, in this Agreement are incorporated by reference.

This Agreement is governed by Exhibit A – Management Services Terms, and any other terms as set forth herein

In the event of any conflict, the following order of precedence applies:
- HPE GreenLake Management Statement of Work ("SOW")
- GreenLake Management Services Terms and Conditions
- Datasheets referenced in the Agreement

Handwritten or typewritten text (other than information specifically called for in the spaces provided) that purports to modify or supplement the printed text of this agreement has no effect. It does not add to or vary the terms of this Agreement.

This Agreement contains HPE Confidential Information and is proprietary to HPE. No person may (a) disclose any part of it without HPE's express written authorization, or (b) duplicate or use it for any purpose other than to receive the Services from HPE.

For your convenience, this Agreement is sent via e-mail and is available in hard copy if requested. If the content differs between the hard copy and electronic copy, the content of the hard copy will prevail.

This Agreement contains defined terms and acronyms, which are collected in – Defined Terms and Abbreviations.

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Table of Contents

HPE GreenLake Management Services SOW

1. Solution Overview

1.1. HPE GreenLake Management Services

Upon completion of System Provisioning and Installation HPE will provide ongoing, end-to-end operations and support services for the environment described in Exhibit B – Supported Environment

The Services to be performed by HPE are as follows:

a. Service Design, Transition and Implementation Services
b. IT Service Management Services
c. Systems Operation and Administration Services
d. Relationship Management Services

(*) Included only those selected by the Customer

Service design Transition & Implementation	IT Service Management	Infrastructure Management	Security, Risk & Compliance Management	
Installation	Event Management	Server Virtualization	Managed Security	
	Incident Management		Security Log Management	Vulnerability & Patch Mgmt
Joint Verification	Problem Management	Operating Systems	Privileged Access Management	
	Change Management		Software Asset Management	
Design	Service Request Management	Storage	Technology Insights	License Intelligence
	Release Management			
Implementation	Configuration Management	Network		
	Capacity Management			
SLO/SLA Operations & Closure	Availability Management	Application		
Relationship Management				
Account Support Team	Governance & Escalation	Operational Support Plan	Service / System Reporting	

HPE Responsibility ▮   Out of scope ▮

1.2. Solution for County of Riverside

- HPE is providing a set of remote monitoring, management, and administration services to the County of Riverside, supporting their emergency 911 call infrastructure comprised of HPE NonStop hardware.

- This solution supports the system(s) located at the primary and backup locations

- Services will begin after execution of this Agreement and, as required by Customer, the receipt of a valid, acceptable purchase order (see Section 5 Ordering).

HPE GreenLake Management Services provides remote infrastructure and application monitoring, management and optimization according to HPE best practice technology and service management principles and processes for the Customer's Supported Environment. The activities provided can be characterized by the following descriptions

a. **Monitoring**: Basic monitoring, health checks, report generation, escalation of events
b. **Operation:** Standard remediation, incident management, change management, backup and restore,
c. **Administration:** Root cause analysis, problem management, performance, capacity and availability management, System Provisioning, and Installation
d. **Advise and Optimize:** Context-specific recommendations for improvement of the environment to better meet IT and business needs.
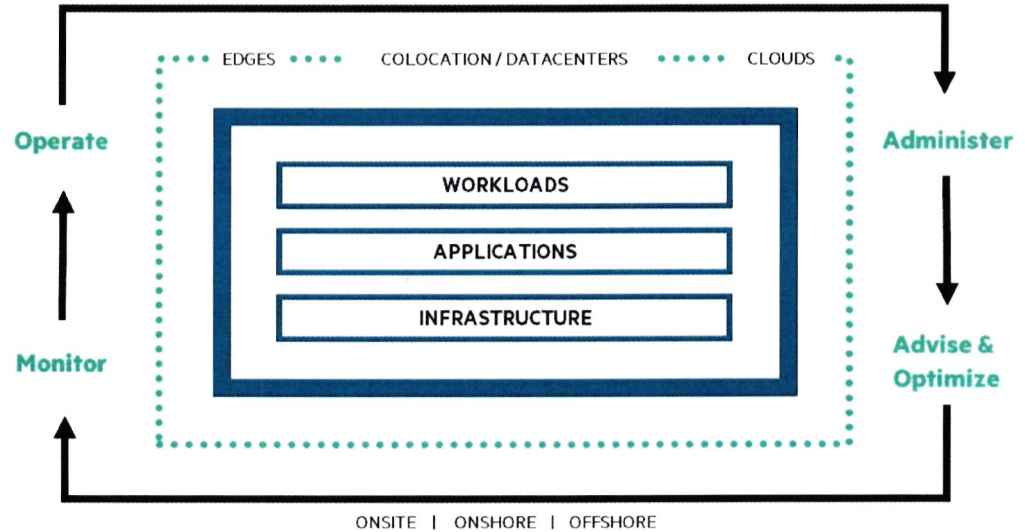
2. HPE Services

2.1. Service Design, Transition and Implementation

To enable a smooth transition from the old to the new support structure, HPE will follow a phased approach as illustrated in following chart.
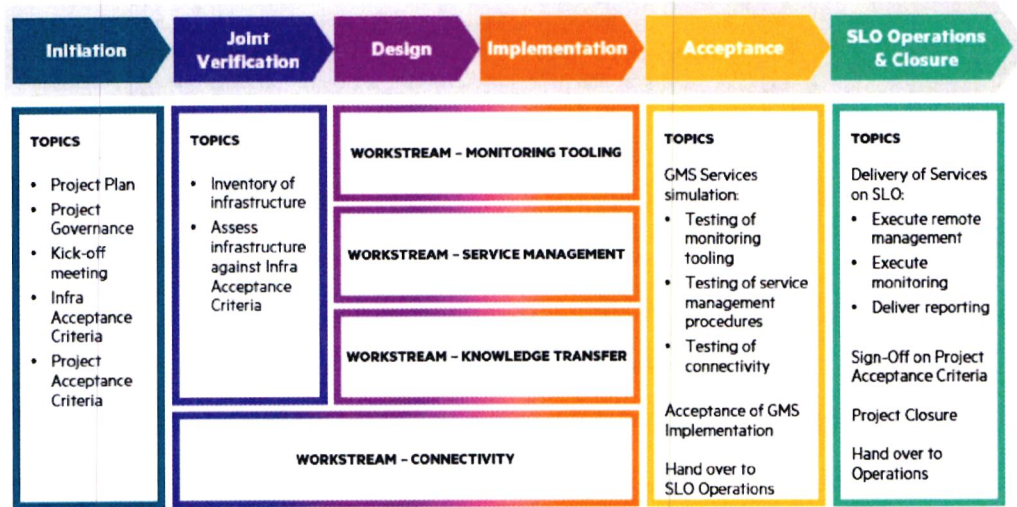
- HPE and Customer will identify and perform the necessary activities and timelines, along with owners to enable HPE to provide the Services.

- These activities will be managed as a discrete project (the "Transition Project") consisting of the above 6 phases and related workstreams which must be completed before ongoing Management Services delivery can commence.

- The purpose of the Transition Project is to verify, define, document, implement, and complete the tasks, processes and documentation necessary to deliver GreenLake Management Services.

2.1.1 Prerequisites

Before starting the Transition Project, the Customer must meet the following prerequisites

- Provide a High-Level Service Design (HLSD) detailing the Supported Environment, including all information requested by HPE (e.g. topology and configuration of the environment/supported devices and/or Customer system monitoring tools).

- Grant HPE secured access rights to the Customers Supported Environment.

- Further specific assumptions relating to the Service Design, Transition and Implementation project are provided in Exhibit C2 - Service Design, Transition and Implementation and Exhibit C5 - Tools and Connectivity.

- Provide access to Customer-provided Virtual Machines (VMs) which will host HPE's monitoring software and toolsets

2.1.2 Initiation Phase

In this phase, HPE will work with Customer to define the specific scope and timelines of the Transition Project. Project teams and a steering committee will be agreed and assembled followed by an initial kick-off meeting to begin detailed planning.

The parties will define and document mutually agreed objective acceptance criteria for the three acceptance milestones for the Transition Project:

a. **HPE's acceptance of the Supported Environment at the end of the Joint Verification Phase**. The acceptance process and criteria will include validation that the Supported Environment meets the specifications set forth in Section 2.1.3 - Joint Verification below. The criteria on which the first acceptance is based are called *"Infrastructure acceptance criteria"*.

b. Start of Service delivery at the end of the "Acceptance into Operations" phase. The objective *'Acceptance into Operations'* criteria for accepting the Supported Environment into operations will be based on tests performed on the tools and processes implemented within the individual workstreams.

c. Customer final acceptance of the Transition Project at the end of the "Operations & Closure" phase. The parties will mutually agree upon objective acceptance criteria to validate that all processes and tools are in place and operational in order for HPE to manage the Supported Environment in accordance with the agreed SLOs. The criteria on which the final acceptance is based are called *"Project acceptance criteria"*.

2.1.3   Joint Verification

- In this phase, HPE will check and validate all assumptions in consultation with Customer. The Supported Environment and all related processes will be assessed and verified based on the following aspects:

  a. Current infrastructure (installed base): quantities, brand, model, type, and CMDB information
  b. Supported Environment components' suitability for meeting SLO targets.
  c. Supported Environment are accessible, up to date, documented, and have the required security features
  d. Service Requests / Tickets over the past period (1 year) regarding incidents, changes, problems and other relevant events.
  e. Infrastructure to be managed has the required support/maintenance contracts.
  f. Supported Environment location conforms to HPE requirements including temperature, humidity, UPS, security, access rules, etc.
  g. High Level Service Design.
  h. Connectivity Design

- The agreed acceptance process will be performed to verify if the Supported Environment meet the defined Infrastructure acceptance criteria. Each deviation will be documented, and impact will be defined and listed in a deviations document, with any actions, owners, and timelines identified.

- If any changes are required as a result of this activity, including changes in scope or connectivity requirements, will be addressed via the Contract Change Management process.

2.1.4   Service Design & Implementation

During this phase of the Transition Project the Design & Implementation workstreams described below will start. Each workstream will have its own tasks and timeline, and will deliver their input to the Detailed Level Service Design (DLSD) document which will be consolidated and documented during this phase

a. Connectivity Workstream
Working with the Customer, HPE will
i. confirm and detail the connectivity to be implemented to enable delivery of these Services, including transport protocol and security measures, and
ii. Test and Implement the connectivity architecture as per this SOW to enable delivery of these Services, including transport protocol and security measures.

Connectivity is known to be on the critical path. This workstream will commence as soon as possible after Project Initiation

b. Monitoring Tooling Workstream
The configuration of the HPE monitoring solution will be defined and documented within the DLSD. After review by both Customer and HPE, the tooling will be implemented according to the DLSD, including Event Management principles such as the Event categorization and prioritization. Connectivity must be in place before monitoring can be implemented.

c. Service Management Workstream

Service Management processes and procedures will be documented in the Daily Agreed Procedures (DAP) in collaboration with the Customer. These will include interface documents describing in detail HPE/Customer responsibilities, as well as change-type definitions and specific service level reporting. Service management tooling will be implemented to support the agreed processes.

d. Knowledge Transfer Workstream

HPE will work with the Customer to gather necessary information on existing operational documentation, tasks, and activities. Customer is responsible for providing all information to ensure an effective and efficient knowledge transfer process. This will include items such as deployment, failover, recovery and security procedures, artifacts of past BCP test results and failover test results. During transfer, HPE will test processes and activities, with any deviations noted and required actions documented along with owners and timelines. Information gathered will be documented in the Detailed Level Service Design Document. Any deviation which would involve considerable additional effort would require a Contract Change request to accommodate additional effort.

2.1.5 Acceptance Into Operations

- Acceptance into Operations phase will start after the completion of Design & Implementation.

- HPE will perform several integral tests to reach the agreed objective project acceptance criteria to complete of this phase.

- These tests will simulate real-life cases involving all parties, to validate the end-to-end result of the implementation (simulation sessions).

- If acceptance does not occur, each deviation will be described, and the impact will be defined and listed in a deviations document. Customer and HPE will review the deviations and agree upon next steps to correct any deviations within a reasonable time frame.

- Once completed, SLO Operations will begin

2.1.6 SLO Operations & Closure Phase

During this phase, HPE will deliver the Services based on the agreed Service Level Objectives (SLO), although deviations of the SLO may occur. Any discrepancies that occur will be investigated and addressed, with any adjustments made to the service as needed and in agreement between HPE and Customer. This is intended to be a 'pre-handover' period, with the preceding operations team still in place to assist where necessary, and will last for a period of 2 months

2.1.7 Final Acceptance

After successful completion of the SLO Operations and Closure phase, as determined by HPE, final acceptance testing will take place using the agreed project objective acceptance criteria. Once acceptance has been fully agreed, in writing, by both HPE and County of Riverside, the Transition and Implementation Phase as set forth in this Section 2 will be completed and full SLO operations will commence with HPE responsible for provision of the Services as set forth herein

2.1.8 Management Services Transition and Implementation Output

At a high level, the Transition Project will provide the following deliverables:

a. Mutually agreed upon
- Project plan & planning
- Objective project acceptance criteria
- Infrastructure objective acceptance criteria

- Process interfacing documents (DAP)
- List of Standard Changes
- Governance Document
- Service Level reports
- Detailed Level Service Design Document

b. Successful completion of the following:
- Kick-off meeting
- Connectivity implemented
- Monitoring tooling implemented
- Management Services tooling configured
- Systems knowledge transfer
- Management Services simulation session
- HPE Service Desk operational
- Governance in-place
- Acceptance testing completion and sign-off at identified phases

2.2. IT Service Management

IT Service Management refers to management of quality IT services, that meet the Customer business needs descried in the herein SOW. The service management setup also considers the service management tools, respective service measurements and best practices – all of these based on ITIL and ITSM norms.

The key processes that will be implemented by HPE in relation to the Supported Environment are:
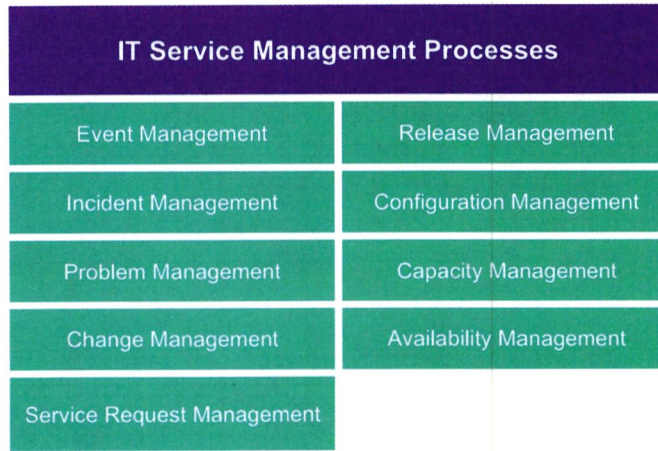
These processes are vital for Service delivery and are described in more detail in the following sections.

2.2.1 Event Management

2.2.1.1 Responsibilities

- As part of Event Management, HPE will ensure systematic monitoring the services and service components in HPE GMS scope, identification and capturing of pre-defined changes of state, recording them as deviations from the defined Normal Service operations and classifying them to ensure appropriate action.
- Systematic monitoring of the pre-defined parameters will require design and installation of HPE standard Monitoring Solution for the Services in scope and also respective infrastructure or service parameters to be provided for monitoring setup.
- Events, and respective Alarms, requiring additional action will be logged automatically as Incidents, unless the solution does not plan it.
- The source used for identifying Events and respective Alarms is the information generated by monitoring tools.

The following table shows the specific HPE and Customer activities that will be performed.

Process Activities	Customer	HPE
Design Service Monitoring	A/R	C
Monitoring Setup	A/R	C
Monitoring and Events Identification	C	A/R
Alarm Identification and Management	I	A/R

Legend: R = Responsible, A = Accountable, C = Consulted, I = Informed

Design and Setup activities Occur during the Service Design, Transition, and Implementation phase

2.2.1.2 Service Coverage for Event Management

	Service Coverage
Hours of coverage	24x7

2.2.2 Incident Management

2.2.2.1 Responsibilities

- HPE will implement an Incident Management process that will respond to and resolve Incidents related to the Supported Environment. The process will manage an Incident throughout its lifecycle, including Incident registration, categorization, prioritization, investigation and diagnosis, Incident Resolution and closure. The process will encompass communications and dialogue with the Customer throughout the life of the incident in order to resolve the incident in an agreed manner.

- Incident Management Service Levels and escalation rules are based on priorities. GreenLake Management Services (GMS) uses by standard 4 Priority levels as shown in section 2.2.2.2

- The following table shows the specific HPE and Customer activities that will be performed.

Process Activities	Customer	HPE
Verify Log, Categorize and Prioritize Incident	A/R	R
Conduct Initial Diagnosis	I	A/R
Investigate and Diagnose Incident	I	A/R
Resolve Incident and Recover Service	I	A/R
Close Incident	A/R	C
Manage Major Incidents	A	R
Manage Security Incidents	A	R

Legend: R = Responsible, A = Accountable, C = Consulted, I = Informed

2.2.2.2 Service Level for Incident Management

- Incident Management is measured via Response and Resolution times achieved. The table below presents the Service Level Objectives per priority. The Service Level required (or the SLA) is to have min 90% of the incidents managed within the required Service Level Objective.

Priority	Description	Target Response Time	Target Resolution Time
1	Critical	90% < 15 min	90% < 4 hours
2	High	90% < 1 hour	90% < 8 hours
3	Medium	90% < 4 hours	90% < 16 hours
4	Low	90% < 8 hours	90% < 24 hours

- The Response Time is measured as the time elapsed from when an Incident is first raised / opened in the respective ticket flow tool to when there is a response / acknowledgement from HPE, registered in the same tool. Response Time begins when HPE creates a support case in the system of record and actively starts to troubleshoot and remediate an Incident.

- The Incident Resolution Time is measured as the time taken for HPE to resolve an Incident and reflected in the incident ticket opened in respective ticket flow tool. This excludes the Service Level Objective Exclusions set forth in Section 6.2 - Service Level Objective (SLO) Exclusions as well as any time attributable to customer or any third parties with whom HPE engages to work to resolve the Incident or time attributed to address any hardware or software related Incidents, regardless of vendor, dependent upon the underlying service agreement and related service level with the vendor. Resolution may depend on and include the implementation of resilience measures or configurations as verified by HPE in the Joint Verification phase.

- **Note:** Incident Management is dependent on the Delivery Model of all products within the Supported Environment being covered within an active maintenance contract with HPE or an authorized third party (part of HPE scope) throughout the term of this SOW. Exhibit B – Supported Environment details the product support contracts in place with their respective service levels.

- The Response Time is measured as the time elapsed from when an Incident is first raised/opened in the respective ticket flow tool to when there is a Response/acknowledgement from HPE, registered in the same tool. Response Time begins when HPE creates a support case in the system of record and actively starts to troubleshoot and remediate an Incident.

- For every Incident in which HPE fails to meet the Response Time, Customer shall receive a Service Level Credit in the amount set forth above for each such SLA failure in a month.

- The Incident Resolution Time is measured as the time taken for HPE to resolve an Incident and reflected in the incident ticket opened in respective ticket flow tool. This excludes the Service Level Agreement Exclusions set forth in Section 6.3 - Service Level Agreement (SLA) Exclusions, as well as any time attributable to customer or any third parties with whom HPE engages to work to resolve the Incident or time attributed to address any hardware or software related Incidents, regardless of vendor, dependent upon the underlying service agreement and related service level with the vendor. Resolution may depend on and include the implementation of resilience measures or configurations as verified by HPE in the Joint Verification phase.

- For Priority 1 and Priority 2 Incidents, HPE shall use 24x7 continuous efforts to resolve the Incident as soon as possible.

- **Note:** Incident Management is dependent on the Delivery Model of all products within the Supported Environment being covered within an active maintenance contract with HPE or an authorized third party (part of HPE scope) throughout the term of this SOW. Exhibit B – Supported Environment details the product support contracts in place with their respective service levels.

2.2.3   Problem Management

2.2.3.1   Responsibilities

- HPE will implement a Problem Management process to address repeated and Priority 1 Incidents, as identified by HPE encountered within the Supported Environment. The process will consist of problem identification, registration, root cause analysis, potential Workaround, corrective action and reporting of problems identified.

- Recommendations resulting from Problem Management activities will be logged as Requests for Change and handled according to the Change Management process.

- The following table describes HPE and Customer responsibilities in the Problem Management process.

Process Activities	Customer	HPE
Identify Problem Record	A/R	R
Classify and Verify Problem	A/R	R
Investigate and Diagnose Problem	C	A/R

Resolve Problem	I	A/R
Close Problem Record	A	R

Legend: R = Responsible, A = Accountable, C = Consulted, I = Informed

2.2.3.2 Service Coverage for Problem Management

	Service Coverage
Hours of coverage	Standard Work Day
Time to initiate problem investigation	5 Standard Work Days from Problem identification

2.2.4 Change Management

2.2.4.1 Responsibilities

- HPE will implement a Change Management process relating to changes to be made to the Supported Environment. The process will coordinate HPE's activities in relation to the implementation of those changes; the customer is expected to maintain ownership of change evaluation and authorization including Scope Change Advisory Board (CAB) facilitation.

- If changes impact the scope of the Supported Environment described in this SOW, the changes will be subject to the Scope Change Management Process or Demand Management Process set forth in the SOW and may have a pricing impact.

- The following table describes HPE and Customer responsibilities in the Change Management process

Process Activities	Customer	HPE
Initiate Request for Change	A/R	I
RFC Assessment/ Initial Authorization	C	A/R
Change Planning	C	A/R
Change Approval	R	A/R
Change Schedule	C	A/R
Build/Test	C	A/R
Implement	I	A/R
Close	I	A/R

Legend: R = Responsible, A = Accountable, C = Consulted, I = Informed

2.2.4.2 Service Coverage for Change Management

	Service Coverage
Hours of coverage	Standard Business hours
Hours of coverage (Emergency Change)	24x7
Commence Normal Change planning	5-7 Business Days
Commence Standard Change planning	2 Business Days
Commence Emergency Change follow-up and documentation update	Within 24 hours

Lead Time - The time from when the CR is raised till the approval is received

2.2.5   Service Request Management

2.2.5.1   Responsibilities

- HPE will implement a Service Request Management process to provide for the implementation of standard pre-defined requests, that are low risk and low complexity and do not require update of Configuration item records.

- Service requests Catalogue, which is required for this process, will be defined and agreed as part of Transition project activities.

- The following table describes HPE and Customer responsibilities in the Service Request Management process.

Process Activities	Customer	HPE
Initiate Service Request	A/R	C
Generic Service Request Definition	A/R	C
Approve Request	R	A
Fulfill Request	I	A/R
Close Service Request	I	A/R

Legend: R = Responsible, A = Accountable, C = Consulted, I = Informed

2.2.5.2   Service Levels for Service Request Management

Priority	Service Window	Target Response Time	Target Completion Time
1 or 2	Priority 1 or 2 situations should be logged using the Incident Management process.	–	–
3	Monday to Friday 08:00 – 17:00	4 hours	24 hours
4	Monday to Friday 08:00 – 17:00	8 hours	48 hours

2.2.6   Release Management

2.2.6.1   Responsibilities

- HPE will monitor software releases and their applicability to the Supported Environment, contingent upon the agreements in place between Customer and the relevant software vendors.

- Release management applies to the following types of software if included in the Supported Environment:

  - Operating system software: Refers to operating system software, such as Windows or Linux;
  - System software: Refers to technical software implemented to run and/or support the infrastructure platform. Examples are VM Ware, Monitoring tooling, (storage) system firmware, etc.

- The following table describes HPE and Customer activities for Release Management.

	Customer	HPE

Process Activities		
Identify Release	A/R	C
Validate Release	A/R	R
Approve Release	A/R	C
Deployment	I	A/R

Legend: R = Responsible, A = Accountable, C = Consulted, I = Informed

2.2.6.2 Software Product Support Licenses

- Release Management services are dependent on all products within the Supported Environment being covered within an active maintenance contract that provides HPE with access to system and operating system documentation and updates. Exhibit B – Supported Environment describes the maintenance contracts in place.

2.2.6.3 Service Coverage for Release Management

	Service Coverage
Hours of Coverage	Standard Working Day hours

2.2.7 Configuration Management

2.2.7.1 Responsibilities

- As part of overall Solution, HPE can manage the CMDB, which will be used for management of the Contractual Services – Master CMDB for the Solution.

- The CMDB will contain relevant configuration information relating to the Supported Environment.

- Initial CMDB information should be provided from Solution owner and uploaded in the CMDB used from HPE.

- HPE can generate standard reports for Customer use upon request or as defined during the Transition Project, but the CMDB should not be considered as a replacement for a broader and more comprehensive CMDB encompassing Customer's entire IT environment.

- The following table describes HPE and Customer activities for Configuration Management.

Process Activities	Customer	HPE
Scope, criteria, requirements and updates for CMDB structure design	A/R	I
Upload CIs in HPE CMDB	R	A/R
Provide relationship information	A/R	C
Baseline HPE CMDB	I	A/R
CMDB updates (new records or records updates)	R	A/R
Define Audit scope	A/R	C
Perform Audit and provide status	C	A/R
Plan Improvements	C	A/R

Legend: R = Responsible, A = Accountable, C = Consulted, I = Informed

2.2.7.2 Service Coverage for Configuration Management

	Service Coverage
Hours of Coverage	Standard Working Day hours
Update CMDB following CI change	90% < 1 Standard Working Day
Update Documentation	90% < 2 Standard Working Days

2.2.8 Capacity Management

2.2.8.1 Responsibilities

- HPE will monitor the performance and utilization of the Supported Environment and services and will communicate and execute recommendations for capacity updates. The updates can be included in the baselined Capacity plan, delivered at the start of the support activities.

- Upon Customer request, HPE can assess the capacity required for new customer business or service initiatives, based on the input provided from the Customer. The target is the supported infrastructure to meet the contracted KPI's.

- The following table describes HPE and Customer activities for Capacity Management.

Process Activities	Customer	HPE
Manage Business Capacity input	A/R	I
Manage Customer Services Capacity input	A/R	C
Define the scope	A/R	C
Document, maintain and communicate overall Capacity Plan	A/R	I/C
Document and communicate initial Infrastructure (in scope) Capacity Plan: utilization and performance measures, thresholds, tools.	A/R	I/C
Maintain Infrastructure (in scope) Capacity Plan during operations	I/C	A/R
Recommend configuration updates or related changes intended to help improve utilization and performance	A/C	R
Approve recommendations and trigger respective actions.	A/R	I/C

Legend: R = Responsible, A = Accountable, C = Consulted, I = Informed

2.2.8.2 Service Coverage for Capacity Management

	Service Coverage
Hours of Coverage	Standard Working Day Hours

2.2.9 Availability Management

2.2.9.1 Responsibilities

- Working with Customer, HPE will maintain the infrastructure configuration required to meet the contractual service level targets, based on initial availability plan, monitoring data and new Customer business and service requirements.

- The following table HPE and Customer activities for Availability Management.

Process Activities	Customer	HPE
Define Infrastructure Availability Requirements	A/R	C
Handover Infrastructure setup and respective Availability Plan	A/R	C
Collect Component Event Data	A	R
Analyze Infrastructure Availability	C	A/R
Identify Infrastructure Availability options and costs	C	A/R
Agree Availability options/costs and next steps	R	A
Update Infrastructure Availability Plan	A	R

Legend: R = Responsible, A = Accountable, C = Consulted, I = Informed

2.2.9.2 Service Coverage for Availability Management

	Service Coverage
Hours of Coverage	Standard Working Day Hours

2.3. System Operations and Administration

HPE will remotely monitor and manage the Systems, performing certain operational and administrative activities according to the technologies outlined below.

Server Virtualization Management	Operating System Management	Storage & Backup Management	Network Management	Application Management
Private Cloud	Windows	Storage	LAN	Middleware
KVM	Linux	Backup	WLAN	Database
Hyper V	Unix / HP UX	Archiving	WAN	Exchange
VM Ware	Open VMS		Firewalls	Other Applications
	NonStop		Load Balancing	
			Core and Edge Switches	

HPE Responsibility �   Out of scope ▒▒▒

2.3.1 **Remotely Delivered Activities**

HPE will remotely monitor and manage the Supported Environment, performing certain operational and administrative activities. These activities listed below will be performed by HPE except where noted in Exhibit E– Monitoring, Operating and Administration Tasks.

- Health status and availability monitoring
- Checking of critical system log files
- Creation and maintenance of Standard Operating Procedures (SOPs)
- Performing regular scheduled maintenance procedures according to agreed SOPs
- Disk maintenance (cleaning, defragmentation)
- Availability, capacity and performance reporting
- Capacity additions (within HPE GreenLake Flex Capacity deployments)
- Hypervisor and guest VM administration
- Optimization of VM distribution within a hypervisor
- Creation and maintenance of system images
- Patch and firmware management
- System/device configuration changes
- Adding/deleting user accounts

For further information relating to specific activities for the in-scope technologies highlighted above, please refer to Exhibit D

2.4. Relationship Management

The purpose of Relationship Management is to govern the relationship between Customer and HPE with the aim of ensuring a smooth and swift collaboration between both parties. Relationship Management Services will include:

2.4.1 Assigned Account Team

The HPE Assigned Account Team ("AAT"), is a team dedicated to the ongoing support of Customer's infrastructure, in cooperation with Customer's nominated technical staff and IT management. Assigned roles are defined below.

2.4.2 Governance and Escalation

The governance and escalation model applies to all GreenLake Management Services processes. The governance is based on a layered structure designed to ensure an optimal collaboration on all levels. Customer or HPE can trigger the escalation procedure for all (imminent) deviations from the agreements.
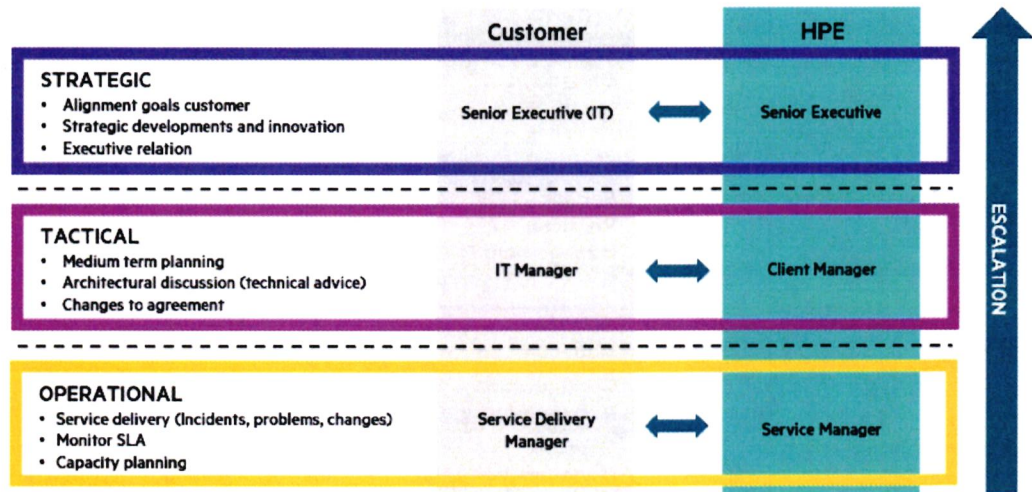
2.4.3 Managed Service Manager (MSM)

The HPE Managed Services Manager (MSM) is the Customer's primary point of contact with HPE for the GreenLake Management Service and is responsible for coordinating the delivery of the Services. The MSM will provide advice and guidance regarding the routine delivery of the Customer's critical IT services and the running of service management processes and technology. If potential risk factors are identified through the delivery of these Services, HPE will provide related recommendations for consideration by the Customer and implementation via the appropriate Change Management process.

- In order to effectively manage the customer relationship, the MSM will work directly with County of Riverside to understand the desired priorities and business outcomes and work jointly to achieve the desiring results.

2.4.4 Operational Support Plan (OSP)

HPE will develop and maintain an 'operations handbook' containing all Standard Operating Procedures (SOP's) specific to maintaining the Supported Environment and documenting the agreed ITSM processes and escalation protocols. The document will be reviewed remotely on a quarterly basis with any required changed being managed via the Change management process.

2.4.5   Service Management Reporting

HPE will provide electronically on a monthly basis a standard Service Management reporting package. This reporting package is an integrated part of the standard meeting governance and used for review in the Operational Service Meeting. The specific monthly reports are detailed below.

Service Management Reporting	ITIL Area	Measured Parameter	Purpose
	Incident Management	Number of Incidents per Urgency and Impact Category / per Status	Manage Incident trends and track trends for repeated Incidents
		Age distribution	Manage progress of open Incidents
		Response Time per Category	SLO measurement
		Resolution Time per Category	SLO measurement
	Problem Management	Number of open Problem Cases	Track categories open cases assigned to for support
		Age Distribution	Manage progress of open Problems
		Response Time	SLO Measurement for response
	Change Management	Number of Changes in different categories	Number of open/ implemented changes overview per category
		Lead time for starting the change after registration of the Change Request	Measured against lead time required (SLO)
	Service Request Management	Number of requests by categories	Number of open/ implemented requests overview per category
		Response Time per Category	SLO measurement
		Completion Time per Category	SLO measurement
	Release Management	Releases and planned updates	Facilitate planning of releases, patches and updates
	Configuration Management	Managed Devices based on CMDB	Track the list of supported devices and identify changes
	Capacity Management	Capacity usage against defined thresholds and customer plan	Facilitate Customer capacity planning
	Availability Management	Service uptime, downtime (total, planned, actual, scheduled)	Report system availability levels

2.4.6   System Management Reporting

Based on the technologies present within the Supported Environment, HPE will generate a set of standard reports with the minimum reported measures as listed below. Specific reporting details within the scope of HPE standard reporting capabilities will be agreed during the transition project and documented in the Detailed Level Service Design Document.

- Overview of managed devices based on CMDB
- Patch & Release management – overview of release changes
- Performance reporting
- Availability: overview of uptime, downtime (total, planned, actual, scheduled)
- Capacity - Overview of utilization per technology

2.4.7 Operational Service Meeting (OSM)

The OSM provides the opportunity to review service performance to target service level objectives, systemic operation (trends/forecasts) regarding HPE's delivery of the Services, day to day service activities and any incidents impacting service performance, overall quality and performance of operational change demands, operational change forecasts and possible service improvement recommendations. The OSM is delivered remotely.

Category	Description
Frequency	Monthly
Chairman	Managed Service Manager
Participants	Customer Process Managers (optional) HPE Managed Service Manager (MSM)
Agenda	Feedback from Customer Review of Incidents, changes, problems Resource planning Capacity planning Upcoming operational events Operational improvement processes (progress and monitoring)
Input	Service Level Reports as outlined in sections 2.4.6 and 2.4.7 Trend reports Feedback from users Relevant project progress reports
Intended Output	Any HPE recommendations arising from the previous month's analysis Progress reports improvement processes

2.5. Transition Out Services

- HPE can provide certain transition related tasks ("Transition Out Services") to help support a smooth transition away from the HPE Services.

- HPE recommends that Customer purchase any Transition Out Services for a minimum 90-day period prior to such date of termination or expiration.

- Any Transition Out Services that may be agreed by the parties:

  - must be performed by HPE prior to any expiration or termination of these Services,
  - will be treated as a separate transaction, and
  - will be subject to HPE's current time and materials rates.

- Transition Out Services may include activities such as

  - knowledge transfer
  - procedural review and transfer
  - provision of HPE recommendations
  - other transition related tasks as mutually agreed in a separate SOW by the parties

3. Term

3.1. Term of Service

The term for the provision of the GreenLake Management Services as described in this SOW will start on execution of the Agreement and continue for a 36 month period, providing that both County of Riverside and HPE have signed Section 7 - Signatures of this SOW prior to the start date above.

- For the avoidance of doubt the Management Services Transition Project described in Section 2.1.8 may still be in progress after installation has been completed. Customer is considered to be utilizing the System during the Transition Project" and billing will start.

4.   Charges

4.1.   Pricing

The Services described herein are proposed to Customer in USD at a fixed price of $ 575,225, as quoted on HPE quote number[s] in the tables below. The pricing in this SOW is valid for thirty (30) days after the date of this SOW.

Price	Year 1	Year 2	Year 3
Annual Price	$ 221,309	$ 176,958	$ 176,958

Quote Number	Description	Price
	GreenLake Management Services	$ 575,225
	Total Price:	$ 575,225

4.1.1   Pricing Assumptions

The tables below show the pricing assumptions used to price the GreenLake Management Services.

Description	Contract period
NonStop Incident Volume per month	25
NonStop Change Request received per month	4
NonStop Service Request received per month	25
NonStop OS up grades per year	2

Technology/Environment Volumes	Year 1	Year 2	Year 3
Logical Systems	2	2	2
Production Systems / Clusters	1	1	1
Total CPU Nodes / Servers	6	6	6

Note: Sofia has been selected to be the leading HPE remote service center location.

The tables below show the NonStop software modules supported under this contract.

Category	Name
Application Services	OSS
Data Access	Enscribe

Data Access	Storage CLIM
Management	DSM/SCM
Management	NS Kernel
Management	Mgmt Console
Network	Expand
Network	Network CLIM
Performance	Measure
Print Services	Spooler
Application Services	Tuxedo
Backup	BackBox
Backup	Tape Devices
Backup	DSM/TC
Client Services	SOAP, JSP, DOM
Data Access	SQL/MP
Data Access	SQL/MX
Data Access	SMF
Data Replication	RDF
Data Replication	Autosync
Data Replication	ShadowBase
Network	TCP/IP
Network	IXF
Print Services	FASTP
Scheduling	Netbatch
Security	Safeguard
Security	Xygate
Security	VLE
Transaction Services	TS/MP
Transaction Services	TMF
Transaction Services	AutoTMF
Web Services	iTP Webserver

4.1.2   Price Adjustments

- Prices are calculated based upon the Supported Environment being covered as part of the GreenLake Management Services through term and the Pricing Assumption, as set forth in Section 4.1.1 - Pricing Assumptions

- HPE and Customer will negotiate equitable changes to the prices and fees in good faith if

  a. The values in the Management Services Pricing Assumption table, as stated in Section 4.1.1 increase at any time during the term of the SOW, or
  b. where a material adverse change in Customer's financial or operating condition has occurred since this Agreement was signed

4.2. Invoicing Schedule

4.2.1 Start of Invoicing

HPE will invoice Customer monthly, in arrears for the Services provided

Invoicing for the Services will begin upon the Effective Date of this Agreement

4.2.2 Invoice Breakdown

- HPE will invoice Customer monthly in arrears, unless otherwise stated, for

  - the monthly/in arrears Price
  - any applicable additional charges (e.g. Early Termination Fees etc.), and
  - any applicable taxes (e.g. sales, value-added (VAT), or similar taxes)

4.2.3 Taxes

- Prices are exclusive of applicable present or future sales, value-added (VAT), or similar taxes. HPE's invoices will separately state charges and applicable taxes. Unless Customer has provided HPE with an appropriate exemption certificate before the relevant Services are performed, Customer will pay or reimburse HPE for all present or future taxes, fees, and surcharges applicable to the Services (however levied).

- If Customer is required to withhold any tax related to the Services, Customer will reduce payment to HPE by the amount of the tax and provide HPE with applicable tax documentation necessary for HPE to reclaim all withheld taxes. If Customer has not provided the necessary documentation within the time prescribed by the taxing authority, Customer will reimburse the withheld amounts to HPE.

- Each party is solely responsible for all taxes and assessments upon its own real and personal property and net income.

4.2.4 Questions About Invoices

Customer will have 3 business days to contact the HPE ASM following the monthly billing cycle with any questions or concerns regarding the invoice

4.3. Payment

- Customer will pay invoiced amounts within 30 days of the invoice date. Payment shall be made to HPE only after services have been rendered, and acceptance has been made by County.

- Where the invoice value is disputed then the Customer must pay the invoice amount within 30 days of invoice date and state the reasons for any disputed amount. The parties will work in good faith to resolve the dispute promptly.

- HPE may suspend or cancel performance of Services if Customer fails to make payments when due.

4.4. Early Termination

4.4.1 Termination for Convenience, Customer Breach or Insolvency

- In the event of termination of this SOW / Agreement or any part of the Supported Environment before the expiration of the Agreement Term, Customer must pay HPE "Early Termination Fees," calculated as follows:

  a. The Sum of the Service monthly charges in effect at the time of the termination, as set forth in Section 4.1- Pricing, times (x) the number of months remaining in the SOW / Agreement Term.

4.4.2 Termination for HPE Breach or Insolvency

In the event of termination of an uncured HPE breach or HPE insolvency event, HPE will relieve Customer of the Early Termination Fees.

4.4.3 Non-Appropriations of Funds

Non-Appropriation of Funds and Non-Substitution. Customer has specifically elected the SOW Term specified in each Schedule, contemplates the use of the applicable Services for the SOW Term, and does not anticipate termination, expiration or non-renewal at an earlier date so long as sufficient appropriated funds are available for the continuation of the SOW and each Term. Customer acknowledges that this representation of its intent has been used in determining the payments (as specified above) as described in the SOW. If Customer intends to terminate or not exercise a renewal option under the SOW or any Term prior to the full SOW Term expiration due to non-appropriation, Customer shall provide prompt written notice of its intent as soon as practicable and agrees not to replace any Services provided under this SOW with functionally similar services or to revert to the use of any other services to perform any of the functions performed by Services provided under the SOW for a period of one (1) year succeeding such termination or non-renewal.

4.5. Additional and Out of Scope Time & Materials Services

If any additional and out of scope Time and Materials services are required, HPE will provide any T&M Services at HPE's then current rates. Current onsite rates, as of the Effective Date of this SOW, are provided below for convenience purposes only and are subject to change without notice.

Additional and out of scope work must be agreed upon via written amendment including scope and cost changes, executed by authorized agents, before services are started and cost invoiced.

Description	Minimum Service Hours Required	Labor Rate (USD)
Monday–Friday 8:00–17:00 local time, excluding HPE holidays	1 Hour	$340.00 per hour
Monday–Friday 17:00–1:00, Saturday and Sunday, HPE Holidays	2 Hours	$428.00 per hour

Time and Materials (T&M) Service— for any travel, travel-related expenses and/or material charges incurred by HPE, Customer will reimburse HPE for such expenses in connection with the performance of the Services. HPE will track and invoice such expenses using standard HPE travel and expense policies.
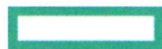
5. Ordering

5.1. Will Customer Issue a Purchase Order?

Yes

5.2. Placing an Order

- If Customer issues purchase orders as a matter of business, Customer will promptly provide an acceptable purchase order (referring to the information required in section 5.3) for HPE to begin to provide the Services.

- If Customer does not issue purchase orders as a matter of business practice, Customer represents and warrants that:

    a. Signing of the completed SOW authorizes HPE to begin to provide the Services,
    b. Customer will pay for the Services without the necessity of a purchase order, and
    c. Customer will not contest payment for the provision of Services due the fact that no purchase order was issued.

5.3. Order Information

Customer's purchase order (if required) must reference the following HPE service-specific information.

- **Customer Project Reference Number:** OPE-0013918660
- **Description:** HPE GreenLake Management Services
- **Contract Value:** $ 575,225 (exclusive of taxes)

5.4. Addresses

Customer Sold-To Address

- County of Riverside Sheriff's Department
- Technology Services Bureau
- 1500 Castellano Road
- Jurupa Valley, CA 92509

Customer Invoice Address

- County of Riverside Sheriff's Department
- Technology Services Bureau
- 1500 Castellano Road
- Jurupa Valley, CA 92509

Delivery Address(es)

- See Exhibit B – Supported Environment

6.   Limitations and Assumptions

6.1.   General Limitations and Assumptions

GreenLake Management Services are limited to the list of products which are listed in Exhibit B – Supported Environment.

- Any Services not described in this SOW are out of scope.

- HPE will provide the Services (or portions thereof) from any location determined by HPE. Any requests by Customer to change the location will impact pricing and is subject to the Change Management Process.

- HPE GreenLake Management Services are delivered using a 'shared' resourcing model, meaning that HPE resources are not specifically aligned to just one customer.

- All deliverables are accepted upon delivery unless otherwise specified.

- HPE is not responsible for the performance or non-performance of third-party vendors, their products, or their support services

- Customer acknowledges that HPE's ability to provide the Services under this Agreement is contingent upon the accuracy and completeness of information and data that Customer provides, as well as Customer's cooperation and timely performance of its obligations. If any such data or information is found to be inaccurate or incomplete, or Customer fails to perform its obligations, the parties will negotiate in good faith equitable changes to the impacted Statement of Work, which may include changes to the fees.

- Service Request which exceed 16 hours of execution will be considered as a project and the cost associated will be charged separately.

- Backup design and deployment are excluded from GMS scope. The backup jobs will be automated. Manual intervention would be required only for initial scheduling of the jobs and/or attend to backup job failures.

- Defining OS Hardening Policies, Firmware & Patch testing / recommendation are excluded from the enclosed solution.

- The transition project expected to last between 6 to 8 weeks starting from the customer kick off meeting.

- Necessary prerequisites to be fulfilled by customer to setup monitoring and ticketing tools and establish connectivity.

6.2.   Service Level Objective (SLO) Exclusions

The following are excluded from SLOs

a. Delays in Customer approval process
b. Incidents due to Customer's applications, hardware, software, services or facilities
c. Management station downtime at Customer site
d. Incidents due to Customer WAN/LAN-related issues
e. Force Majeure at Customer or HPE site
f. Planned outages and scheduled maintenance
g. Factors outside HPE's reasonable control
h. Any act or omission on the part of Customer, its contractors or vendors, or any other entity over which Customer exercises control or has the right to exercise control, including Customer's failure of to perform its obligations or responsibilities
i. Interruptions or Incidents not reported by Customer, or where no ticket was opened
j. SLOs will be excluded during pre-handover phase or during any termination assistance services
k. SLOs are excluded during the first 30 days from the effective date of the change order for any products added to the Systems under the contract change management process

7. **Signatures**

- The following signatures indicate the parties' acceptance of this Agreement.
- Customer acknowledges that signature of this SOW is a binding commitment to purchase the Services.
- Unless signed by both parties, this SOW and the prices herein will expire 30 days from date of issue.

County of Riverside

_____
(Authorized Signature)

Kevin Jeffries
_____
Chair, Board of Supervisors
_____
(Date)

Hewlett Packard Enterprise Company

Digitally signed by Joseph Mack
Date: 2023.08.16 15:48:20 -05'00'
_____
(Authorized Signature)
Joseph Mack
(Print Name)
Contract Negotiator
(Title)
08/16/2023
(Date)
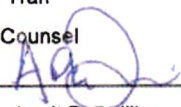
ATTEST:

Kimberly Rector
Clerk of the Board
By: _____
Deputy

APPROVED AS TO FORM:

Minh C. Tran
County Counsel
By: _____
Amrit P. Dhillion

Deputy County Counsel

> ✉ **Please sign this document and return to HPE accompanied by your purchase order. Electronic signatures are acceptable in countries where electronic signatures are enforceable. If a wet signature is used, please sign two copies of this document, and HPE will sign and return one copy to your attention.**
> Hewlett Packard Enterprise
> ATTN: Dan Kataoka
> 1701 E. Mossy Oaks Road
> Spring, TX 77389
> Phone: 408-656-0288

SEP 1 2 2023 3.25

Exhibit A – Management Services Terms

1. HPE Services

1.1. Services with Deliverables

- If Services define specific deliverables in the SOW, 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.

- Any deliverables acceptance process will be as specified in the SOW for those deliverables and will not apply to any other products or services to be provided by HPE.

1.2. Remote Monitoring Services

- HPE will install certain hardware and software tools ("HPE Tools") to deliver remote monitoring services. Such tools are owned by HPE and delivery of these services is contingent upon installation of them for use by HPE. Customer may not use, transfer, assign, pledge, or in any way encumber or convey the tools. HPE will remove the tools upon termination or expiration of the SOW.

- Any remote monitoring services (or portions thereof) will be provided from locations determined by HPE which may be outside the country of purchase. HPE will notify Customer of any change in location, if applicable, during the term of the SOW.

- Customer acknowledges that it is responsible (administratively and financially) for obtaining all required approvals, licenses, authorizations, consents and permits for HPE to perform remote monitoring services.

- HPE grants Customer a limited license to use the HPE ITSM Integration tool during the term of the SOW and solely for the purposes of HPE's provision of the Services set forth herein.

- Customer agrees that the information available in the HPE ITSM integration tool is HPE Confidential Information.

1.3. HPE Customer Support Services

1. Parties. These terms represent the agreement ("Agreement") that governs the purchase of support 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) support 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

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 service delivery date. If Customer extends the service delivery date of an existing Order beyond ninety (90) days, then it will be considered a new order.

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.

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. 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.

8. 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.

9. 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.

10. 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 or amendment signed by both parties.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. Global Trade compliance. Services provided under these terms are for Customer's internal use and not for further commercialization. HPE may suspend its performance under this Agreement to the extent required by laws applicable to either party.

17. Limitation of Liability. HPE's liability to Customer under this Agreement is limited to the greater of $1,000,000 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; willful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.

18. Disputes. If Customer is dissatisfied with any 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.

19. 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.

20. 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.

21. 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 of California, excluding rules as to choice and conflict of law.

2.   General Terms

2.1.   Warranties

- HPE will provide Services using generally recognized commercial practices. Upon prompt notice, HPE will re-perform Services that fail to meet this standard.

- The above states all remedies for warranty claims. To the extent permitted by law, HPE disclaims all other warranties

2.2.   Intellectual Property

- No transfer of ownership of any intellectual property will occur under this Agreement.

- Customer grants to HPE a non-exclusive, royalty-free right and license to use, display, perform, and sublicense (solely to HPE's subcontractors) Customer intellectual property rights and third parties' intellectual property rights as provided by Customer to the extent necessary for HPE to provide the Services.

- If deliverables are created by HPE specifically for Customer and identified as such in this SOW, HPE hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.

2.3.   Confidentiality

- "Confidential Information" means all material, non-public information disclosed or made available between the parties, if the circumstances of disclosure would reasonably indicate such confidences (including any of the information associated with the monitoring tools, reporting or the process to collect data under this Agreement).

- The parties will keep the Confidential Information in confidence.

- The parties may use Confidential Information only to fulfill obligations or exercise rights under this Agreement, and may share it only with employees, agents, or contractors with a need to know such information.

- The parties will protect Confidential Information using a reasonable degree of care for three years from the date of receipt.

- These obligations do not cover information that

    a. was known or becomes known to the receiving party without obligation of confidentiality,
    b. is independently developed by the receiving party, or
    c. is disclosed as required by law.

2.4.   Personal Data Processing

- HPE does not require any access to personal data in the performance of the Services, except for Customer's business contact information. HPE will utilize Customer's business contact information solely to the extent necessary for HPE to provide the Services and to identify complimentary services to Customer, either directly or indirectly. In the event of any inadvertent access to any other personal data, HPE will not use or modify the personal data in any manner, except that HPE may remove personal data that inadvertently resides on HPE systems within HPE's control.

- Where legitimate business purposes require HPE to collect and process business contact information relating to Customer's employees or other individuals representing Customer, HPE, as a data controller, will process such personal data using appropriate technical and organizational measures and in compliance with its Privacy Statement (www.hpe.com/us/en/legal/privacy.html) and applicable laws.

- Where HPE discloses personal data relating to its employees or other individuals representing HPE to Customer or where such persons provide their personal data directly to Customer, Customer will process such personal data using appropriate technical and organizational measures in compliance with Customer's privacy policies and applicable laws.

- If HPE processes personal data on Customer's behalf in the course of providing the Services, it will do so in accordance with the HPE Support and Professional Services – Data Privacy and Security Agreement (www.hpe.com/info/customer-privacy).

2.5. Rights and Remedies

2.5.1. HPE and Third-party Software Terms

- During delivery of Services, HPE may be required to install copies of third-party or HPE software and to accept on behalf of Customer the license terms of such software ("Shrink-Wrap Terms"), which may be in electronic format, embedded in the software, or contained within the software documentation.

- Customer is responsible to review Shrink-Wrap Terms at the time of installation, and hereby authorizes HPE to accept all Shrink-Wrap Terms on its behalf.

2.5.2. Termination

- Subject to any applicable Early Termination Fees as described in the SOW, either party may terminate this Agreement

  a. if the other party materially breaches its contractual obligations and fails to remedy the breach within 30 days of receiving written notice of the material breach,
  b. if the other party is subject to an insolvency or bankruptcy event, or
  c. for convenience, upon 90 days' written notice.

2.5.3. Limitation of Liability

- The aggregate liability of each party to the other for all claims under or relating to this Agreement is limited to 12 times the average monthly fees invoiced by HPE.

- 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 Section does not limit either party's liability for

  a. indemnification obligations,
  b. Early Termination Fees,
  c. unauthorized use of intellectual property,

2.6. General Provisions

2.6.1. Force Majeure

Neither party will be liable for delays or for non-performance due to causes beyond its reasonable control, except for payment obligations.

2.6.2. Entire Agreemant

This Agreement represents the parties' entire understanding of the parties with respect to its subject matter and supersedes any previous communications.

2.6.3. Ammendment

Any changes to this Agreement must be made in a writing signed by both parties.

2.6.4. Assignment

Customer may not assign all or any part of this Agreement without HPE's prior written consent

2.6.5. Governing Law

This Agreement is governed by the laws of the country of the HPE entity accepting the order and the laws of the State of California. Customer and HPE agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

2.6.6.   Survival

Any clause which by its nature should survive to give adequate effect to its terms (for example, but not limited to, confidentiality obligations, rights and remedies, Early Termination Fees, De-installation Fees, etc.) will survive the termination or expiration of this Agreement.

2.6.7.   Enforceability

If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

2.6.8.   Compliance with Laws

- Each party will comply with applicable laws.
- Customer bears sole responsibility for all use of the Systems and Services

# Exhibit B – Supported Environment

Contents

Schedule A1 – System numbers 81282 and 81283

The Supported Environment details will be populated as part of the Verification Phase of the Transition Project as described in section 2.1.3. As noted, any differences between the environment to be supported and the pricing assumptions documented in section 4.1.1 will be addressed via the change management process.
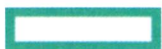
Schedule A1 – HPE NonStop NS4 Systems

1.   Site Details

Customer Name	County of Riverside Sheriff's Department
Site Name	Technology Services Bureau
Address	1500 Castellano Road, Jurupa Valley, CA 92509
Customer Contact Name	Nicholas Cervantez
Customer Contact Phone	Desk 951-955-2519 Cell 951-445-7749
Customer Contact Email	ncervant@riversidesheriff.org

2.   Technical configuration/Bill of Materials (BoM)

System #81282

Product ID	Description	Qty	Plan
G9Q00B	HPE NONSTOP 42U G2 ADV SHOCK RACK	1	SP24
G9Q36C	HPE NONSTOP X CLIM V3 12G SAS HBA	1	SP24
G9Q42C	HPE NONSTOP X 300GB 15K SC DS HDD	12	SP24
G9Q55F	HPE NONSTOP NSC6RACKMOUNTCONSOLE	2	SP24
G9Q56B	HPE NONSTOP RACKMOUNT KVM	2	SP24
G9Q94A	HPE NONSTOP X G2 NA/JPN 1-PHASE UPS	1	SP24
G9Q96A	HPE NONSTOP X WW ERM G2 1-PHASE UPS	1	SP24
G9S06A	HPE NONSTOP 48P LOC-A MAINT SWITCH	1	SP24
G9S60A	HPE NONSTOP NS4 X4 2P 64GB HW BNDL	1	SP24
G9S62A	HPE NONSTOP NS4 X4 ADDON 64GB 2CPUS	1	SP24
G9S89A	HPE NONSTOP MID BASIC 1PH NA/JP PDU	2	SP24
M8805A	HPE NONSTOP TABLE TOP SAS TAPE DRIVE	1	SP24
BE098AC	HPE NONSTOP MEASURE SW	4	SP24
BE165AC	HPE NONSTOP RDF/IMPX SW	4	SP24
BE167AC	HPE NONSTOP AUTOSYNC SW	4	SP24
BE171AC	HPE NONSTOP EXPAND SW	4	SP24
BE221AC	HPE NONSTOP TNS COBOL85 RUN TIME LIB	4	SP24
BE296AC	HPE NONSTOP WEB VIEWPOINT ENT SW	4	SP24
BE314AC	HPE NONSTOP SERVLETS FOR JSP SW	4	SP24
BE338AC	HPE NONSTOP OS L-SERIES MC EDITION	4	SP24
BE359AC	HPE NONSTOP PATHWYWITHTS/MPACSSW	4	SP24
BE364AC	HPE NONSTOP SQL/MP AND SQL/MX SW	4	SP24

System #81283

Product ID	Description	Qty	Plan
G9Q00B	HPE NONSTOP 42U G2 ADV SHOCK RACK	1	SP24
G9Q36C	HPE NONSTOP X CLIM V3 12G SAS HBA	1	SP24
G9Q42C	HPE NONSTOP X 300GB 15K SC DS HDD	12	SP24
G9Q55F	HPE NONSTOP NSC6RACKMOUNTCONSOLE	2	SP24
G9Q56B	HPE NONSTOP RACKMOUNT KVM	2	SP24
G9Q94A	HPE NONSTOP X G2 NA/JPN 1-PHASE UPS	1	SP24
G9Q96A	HPE NONSTOP X WW ERM G2 1-PHASE UPS	1	SP24
G9S06A	HPE NONSTOP 48P LOC-A MAINT SWITCH	1	SP24
G9S60A	HPE NONSTOP NS4 X4 2P 64GB HW BNDL	1	SP24
G9S89A	HPE NONSTOP MID BASIC 1PH NA/JP PDU	2	SP24
M8805A	HPE NONSTOP TABLE TOP SAS TAPE DRIVE	1	SP24
BE098AC	HPE NONSTOP MEASURE SW	2	SP24
BE165AC	HPE NONSTOP RDF/IMPX SW	2	SP24
BE167AC	HPE NONSTOP AUTOSYNC SW	2	SP24
BE171AC	HPE NONSTOP EXPAND SW	2	SP24
BE218AC	HPE NONSTOP TNS C/C++ HOST COMPILER	2	SP24
BE220AC	HPE NONSTOP TNS COBOL85HOSTCOMPILR	2	SP24
BE296AC	HPE NONSTOP WEB VIEWPOINT ENT SW	2	SP24
BE314AC	HPE NONSTOP SERVLETS FOR JSP SW	2	SP24
BE338AC	HPE NONSTOP OS L-SERIES MC EDITION	2	SP24
BE359AC	HPE NONSTOP PATHWYWITHTS/MPACSSW	2	SP24
BE364AC	HPE NONSTOP SQL/MP AND SQL/MX SW	2	SP24

Exhibit C – Customer Responsibilities

1. Management and Personnel

Before the start of the Services, Customer will assign contacts for the duration of the delivery of the Services.

- Designate at least one senior-level Point of Contact (POC) who will be authorized to act as a primary contact in dealing with HPE and other internal stakeholders, including

  a. Assigning the necessary stakeholders during project transition, implementation and duration
  b. Identifying a focal point to work collaboratively with HPE account team
  c. Responsible for all Customer aspects of this SOW
  d. Authorized to make decisions relative to the SOW, including identification and assignment of Customer resources
  e. Authorized to approve changes to the SOW

- Provide HPE with a contact list that contains at least one primary and one backup contact who will be Customer's point of contact during all operational support coverage hours as described in this SOW

- Provide on-site personnel as appropriate for operations management, tape mounts, off-site tape storage, any other required media handling, and other physical on-site activities.

- Maintain responsibility for procuring any consumable supplies (for example, CDs, DVDs tapes, and cleaning supplies).

- Inform HPE in advance of making any environmental changes that may impact the Services.

- Continue to maintain their own end-user Service Desk function.

- Attend scheduled review meetings

2. Service Design, Transition and Implementation

During the Service Design, Transition and Implementation activities as set forth in Section 2.1, Customer will provide HPE with:

- IP addresses, LAN connections and network topology required for remote monitoring and management

- Necessary documentation regarding the Supported Environment, operating procedures, instructions and configuration information as identified during the project initiation.

- Physical access to site locations for initial installation and testing of remote connectivity software and/or hardware

- Remote logical access to all systems and equipment relevant for provision of the services

- Provide support agreements and associated call placement instructions for all hardware and software in the Supported Environment

- Provide licenses for all hardware and software in the Supported Environment

- Provide all equipment on Customer site relevant for provision of the services

- Responsible for physical security of the equipment

- For knowledge transfer, Customer must provide authorized HPE representatives with access rights to all relevant systems and locations and make personnel with requisite knowledge and skills available to share knowledge and experience

3.   Product Support Contracts

The hardware and software products listed in Exhibit B require active support coverage with through the term of this SOW, as more specifically defined below.

Customer must share all third-party support and license contract information, such as validation requirements and coverage, with HPE

- For HPE hardware products, this requirement must be met by covering the hardware under HPE warranty and/or HPE support coverage through the term of this SOW. In the event the HPE warranty expires prior to the end of the term of this SOW, the Customer agrees to purchase hardware support coverage from HPE effective from the date of warranty expiration through the term of this SOW. For HPE software, this requirement must be met by active coverage under software support coverage with HPE through the term of this SOW.

- For any third-party hardware and software products listed in Exhibit B, Customer must also have active support coverage for these products throughout the term of this SOW, either with HPE (if available) or with the applicable third-party vendor.

- Customer must take the steps necessary to ensure that HPE can submit service calls on the Customer's behalf for the limited purpose of placing a support call with the vendor as set forth in Section 2.2.2 - Incident Management Customer must provide HPE with the appropriate information required to place the call. If required by the vendor, the Customer will take any steps necessary to ensure that HPE can submit calls on the Customer's behalf. If the Customer does not meet these requirements, HPE will not be able to submit calls to the vendor on the Customer's behalf and assumes no responsibility for failure to do so. HPE's obligations are limited to the placing support calls only. The Customer remains responsible for the performance of their obligations under such agreements, including paying all applicable fees, such as those that may apply as a result of logging calls with the vendor.

4.   Supported Environment

- Customer must maintain the Systems at the agreed configuration and revision levels in order to be eligible for GreenLake Management Services. Levels will be determined during the implementation period.

5.   Tools and Connectivity

During the Design and Implementation phase Customer must:

- Ensure devices at different locations in the Systems are interconnected with stable connectivity with good bandwidth and capable of being monitored from a centralized monitoring solution;

- Provide the necessary infrastructure for management stations within Customer's Data center based on HPE requirements for the monitoring agents. This platform and associated Internet Connection must be provided by the Customer and meet the requirements specified below;

Category	Description - ServiceNow MID server
Quantity	1
CPU	08 vCPU
Memory	08 GB RAM
Hard Disk	HDD - App drive - 100 GB (Non-OS drive)
Operating System	Windows Server 2019

Category	Description - Jump Server
Quantity	4
CPU	12 vCPU
Memory	16 GB RAM
Hard Disk	HDD - App drive - 200 GB (non OS Drive)
Operating System	Windows Server 2019 Standard

- Provide a virtual machine to host RDA functionality. Supported versions are Debian and CentOS.

  Provide security clearance and port opening as described below

Activity	Description	Connectivity Required
Monitoring	One way system information and alerts	SNMP, Secure communication using port 443
Operate	Site to Site VPN Connection	SSH, IPsec, and HTTPS, to perform Operate activities based on Standard Operation Procedure
Administrate	Different security integration available, to be decided during Transition Phase.	Customer provides access to HPE employees on system level or just on demand, every activity from remote is reported and provide auditable records

- In addition, Customer will ensure access only by authorized employees for the purposes of provision of HPE-GMS under this SOW.

Exhibit D – Defined Terms and Abbreviations

The following terms, abbreviations, and acronyms have the following meanings:

1. General

Acronym	Explanation
AAT	**Assigned Account Team**
ADM	**Account Delivery Manager**
ASM	**Account Support Manager**
CAB	Change Advisory Board
CMDB	Configuration Management Database
DAP	Daily Agreed Procedures
DLSD	Detailed Level Solution Design
DMR	Defective Media Retention (optional service)
EoL/EoSL	End of Life/End of Service Life
HPE	[Hewlett Packard Enterprise Entity.]
HPE-GMS	HPE GreenLake Management Services
ITIL	Information Technology Infrastructure Library, a set of practices for IT Service Management (ITSM) that focuses on aligning IT services with the needs of business.
ITOC	IT Operations Center
ITSM	Information technology Service Management (ITSM) are the activities that are performed by HPE to design, plan, deliver, operate and control information technology (IT) services
KPI	Key Performance Indicator
LUN	Logical Unit Number
MSM	Managed Services Manager
OEM	Original Equipment Manufacturer
PBA	Patterns of Business Activity
QoS	Quality of Service
RDA	Remote Device Access
SLA	Service Level Agreement
SLO	Service Level Objective
SNMP	Simple Network Management Protocol
SOW	Statement of Work
SPOC	Single Point of Contact
T&M	Time and Materials
VM	Virtual Machine
WAN	Wide Area Network

Term	Definition
Address (failures, Incidents, Events, errors...)	HPE will work to diagnose the issue that has occurred and work with Customer to identify remedial activities that need to be taken to restore normal operations. Those remedial activities will be implemented in consultation with Customer and according to the Change Management processes in place. Where an error relates to a hardware or software issue requiring intervention from the relevant support provider, the remediation will be dependent upon the support contract in place between Customer and the support provider.
Availability	The Service Level "Availability" means with respect to the Systems expressed as a percentage of Scheduled Uptime for the relevant infrastructure component (in other words, Availability = [Scheduled Uptime minus Unexcused Downtime] divided by Scheduled Uptime.)
Call	A notification from Customer to the HPE Service Desk regarding an Incident in the Systems.
Emergency Change	Urgent RfCs to the Systems for which the normal change procedure does not meet the requirements. Late submission of a change does not constitute an Emergency Change.
Emergency Release	Minor changes to software in the Systems which are made available from the software vendor for security reasons or an imminent error.
Event	An occurrence within the Systems and within the scope of the Services as observed by HPE, or as a result of a Call that has relevance to either the Customer as the user of the Systems or HPE in providing these Services.
Incident	An Event within the Systems which results in an unplanned interruption or degradation of the functionality provided by the Systems, or that has not yet affected the level of functionality provided by the Systems (for example, failure of one disk from a mirror set).
Incident Resolution	Action taken to resolve an Incident and restore the affected functionality or to implement a Workaround.
Incident Resolution Time	The Incident Resolution Time is a target and is measured as the time taken for HPE to resolve an Incident, excluding the Service Level Objective/Agreement Exclusions set forth in Section 6.2 and 6.3, as well as any time attributable to customer or any third parties with whom HPE engages to work to resolve the Incident or time attributed to address any hardware or software related Incidents, regardless of vendor, dependent upon the underlying service agreement and related service level with the vendor. Resolution may depend on and include the implementation of resilience measures or configurations as verified by HPE in the Joint Verification phase. Any SLOs or SLAs do not apply if HPE is providing infrastructure monitoring only.
Major Change	Changes that have a medium risk factor and the potential for a significant impact upon service levels. These changes typically require extensive planning, scheduling, and activity coordination between multiple support groups.
Major Release	A significant upgrade to a product providing additional features or functionality. Typically an upgrade to a new version of the product (e.g. version 1 to 2), applied in a similar manner to a fresh installation and normally as part of an implementation project.
Minor Change	Changes that have a low risk factor (as defined in the Change Management process) and unlikely to impact service levels.
Minor Release	A sub-version number update to provide enhancements or defect fixes (e.g. version 1.2 to 1.3). Typically applied as a patch release and within the scope of the Change Management process.
Normal Change	RfCs that must follow the complete Change Management process.
Problem	A Problem is the unknown cause of one or more Incidents, often identified as a result of multiple similar incidents

Request for Change (RfC)	A request specifically and only for a change to the Systems that may lead to a change in the composition or configuration. Three categories of RfCs are distinguished: • Standard Change • Normal Change • Emergency Change An RfC is requested using the RfC form.
Response	A Response is when HPE contacts the Incident initiator or actively starts to work on the Incident.
Response Time	Response Time is a target and is measured as the time elapsed from when an Incident is first raised to when there is a response from HPE.
Standard Change	Predefined and pre-approved RfCs with a manageable risk, routine tasks, clearly specified and with standardized execution.
Standard Work Day	Monday through Friday 8:00 – 17:00, local time, excluding HPE Holidays
Supported Environment	The Customer Environment / Systems that are being managed as part of the GreenLake Management Service as listed in Exhibit B
Workaround	Reducing or eliminating the impact of an Incident for which a full resolution is not yet available

Exhibit E – Monitoring, Operating and Administration Tasks

1. NonStop Management

This section describes the activities that will be performed relating to NonStop Management services in the Supported Environment.

NonStop OS Services consist of the following activities.

Responsibility	Customer	HPE
Monitor health status and availability	I	A/R
Respond to critical incidents	I	A/R
Respond to critical security incidents reported by Customer	I	A/R
Report availability of OS	I	A/R
Monitor system performance (memory, processor)	C/I	A/R
Disk Space Management (Monitor & Report available disk capacity)	C/I	A/R
Disk maintenance (cleaning and defragmentation, scheduled tasks)	C/I	A/R
Address performance incidents	C/I	A/R
Check for new OS security patches	I	A/R
Check for new OS other patches/updates	I	A/R
Check for new OS versions	I	A/R
Troubleshooting file and folder access rights and granting permissions	C/I	A/R
Address critical Incidents within the scope of HPE's responsibilities	C/I	A/R
Create and maintain OS Image	C/I	A/R
Deploy or remove OS Image	C/I	A/R
Reboot OS	I	A/R
Add, remove, change OS user accounts	C/I	A/R
Configuration changes OS	C/I	A/R
Advise on new OS security patches	C/I	A/R
Implement new OS security patches	C/I	A/R
Advise on new OS patches/updates	C/I	A/R
Implement new OS patches/updates	C/I	A/R
Advise on new OS versions	C/I	A/R
Implement new OS versions	C/I	A/R
Configure Network CLIM	C/I	A/R

Legend: R = Responsible, A = Accountable, C = Consulted, I = Informed

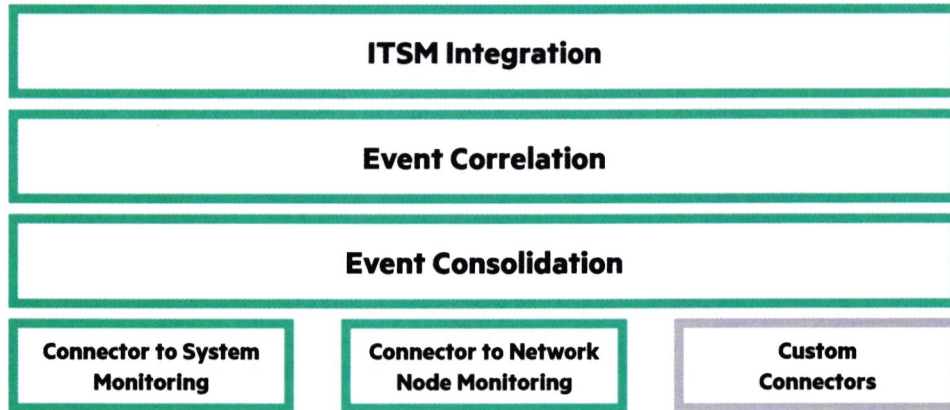NonStop Database Services consist of the following activities.

Responsibility	Customer	HPE
DB Backup - Full backup	I	A/R
DB Backup - Incremental	I	A/R
Check enough storage at local backup disk location	I	A/R
Check availability of enough storage for Data and Log file	I	A/R
Check the Audit log file space used is less than 85%	C/I	A/R
Check SQL server processes if any abnormal like Blocks, Dead locks etc	C/I	A/R
Creation of DB instance	C/I	A/R
Tablespace creation	C/I	A/R
Check high availability and/or disaster recovery process logs - Replication	I	A/R
DB Restoration	C/I	A/R

Legend: R = Responsible, A = Accountable, C = Consulted, I = Informed

Exhibit F - Tools and Connectivity

As an integrated part of the HPE GreenLake Management Services, HPE will provide a comprehensive suite of operations management tools (HPE Tools). The HPE Tools utilized by HPE are described below.

Tools

ITSM Integration

Event Correlation

Event Consolidation

Connector to System Monitoring	Connector to Network Node Monitoring	Custom Connectors

1.   ITSM Integration

"HPE ITSM Integration" is a comprehensive and fully integrated IT service desk suite that is designed to help the HPE operations team decrease the time it takes to resolve Incidents. ITIL-based best practices and a highly scalable service-oriented architecture aim to enable the HPE IT team to deploy consistent, integrated processes throughout the IT organization.

HPE ITSM Integration also helps to enable automation and integration of key IT processes such as Incident, Problem, and Change Management. All processes are linked and enhanced by Configuration Management. This integration helps to allow efficient communication between Customer and the HPE Operations team, which also includes real-time or history reports regarding tickets and ticket status. HPE will enable access for a specified number of users and will provide user accounts to allow such access. HPE grants Customer a limited license to use the HPE ITSM Integration tool during the term of the SOW and solely for the purposes of HPE's provision of the Services set forth herein. Customer agrees that the information available in the HPE ITSM integration tool is HPE Confidential Information. In addition, Customer will ensure access only by authorized employees for the purposes of provision of HPE-GMS pursuant to this SOW.

2.   Event Correlation / Event Consolidation

Event Correlation / Event Consolidation: Alerts generated from monitoring probes as well as other SNMP sources will be integrated and consolidated into a central console. This provides the HPE GreenLake Management Services agents with information to facilitate the processing of Events and start predefined procedures, such as opening an Incident.

3. System Monitoring Connectors

3.1. HPE System Monitoring / Connectors

HPE will deploy system/device monitoring software into the Supported Environment. This software provides continuous agent or agentless monitoring of Events within the environment and will generate alerts according to predefined threshold values and error conditions. Specific thresholds/error conditions and resulting actions to be taken will be agreed during service implementation.

3.2. System Monitoring and Management Tools Connectivity

This section describes the network connectivity requirements used for the implementation and ongoing operation of the Supported Environmant to enable the delivery of GreenLake Management Services.

The diagram below summarizes HPE's standard connectivity approach.
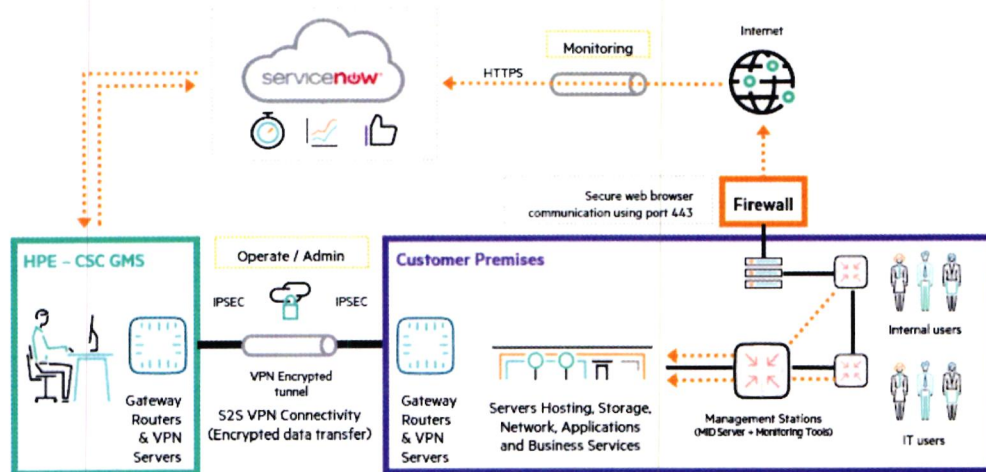
To provide for the delivery of HPE's GreenLake Management Services specific network connectivity is required to enable key activities and functions as described in Exhibit C5 - Tools and Connectivity.

4. Connectivity Options

4.1. Site to Site VPN Connection

- To enable HPE to implement remote operations, a site to site VPN is required which allows authorized HPE personnel connectivity to the HPE central management network and restricted access to the on-site HPE Tools.

- The VPN is terminated within a network compartment inside HPE's internal network. This network compartment is used by HPE staff to access customer networks while allowing for separation of the customer networks and the HPE corporate internal network. HPE limits access only to authorized personnel responsible for provision of the Services. ite VPN Connection.

4.2. Connectivity using HPE RDA Domino

- Remote Device Access (RDA) Domino is remote connectivity solution that allows HPE Support Specialists to connect from the HPE network to the Supported Environment on a customer's network for the purpose of problem diagnosis and troubleshooting as well as proactive support activities.

- The RDA connection type indicates how a tunnel-layer connection is formed between a customer device and an RDA Midway at HPE, as summarized in the picture below.
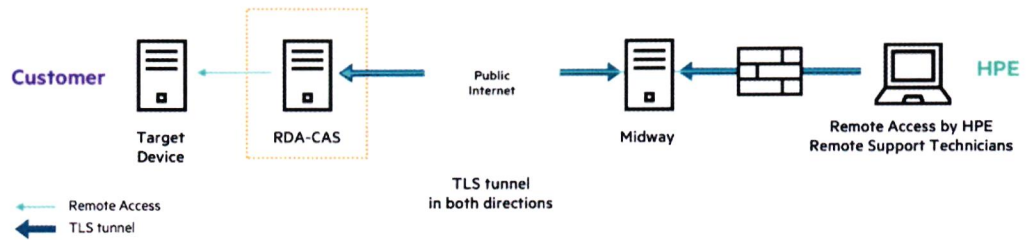
The Customer can choose the connectivity type from list below that is most appropriate for their situation. The available connection types are as follows:

Connection Initiation Type	Connection Methodology
1) Customer-Initiated TLS	The device initiates a connection to HPE, either directly or via a proxy server, over the port TCP / 443.
2) HPE-Initiated TLS	The customer allows HPE to connect to devic via TLS 1.2 over the port TCP / 2371. Transiting a NAT firewall is OK.
3) HPE-Initiated TLS over IPsec	HPE will establish an IPsec tunnel to the corporate IPsec router using parameters / credentials that the customer supplies. Through this tunnel, HPE uses a TLS 1.2 transport to provide support. IPsec through NAT is OK.
4) HPE-Initiated SSH	Allow HPE to connect to device via TLS 1.2 over the port TCP / 2371. Transiting a NAT firewall is OK.
5) HPE-Initiated SSH over IPsec	HPE will establish an IPsec tunnel to the corporate IPsec router using parameters / credentials that the user supplies. Through this tunnel, HPE will push an SSH connection to the device.

RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

H11 Number:	**PR2021-11713**
Requested Purchase:	Nonstop Refesh 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 Tems and Conditions:

Business Needs Addressed:	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. 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. 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.
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:	
	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

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: _Jim Arnet_	Date: 1/5/21
Denial Explanation:		

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

Recommended: Yes	By: _Jim Arnet_	Date: 1/5/21
Denial Explanation:		

RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

H11 Number:	**PR2021-11712**
Requested Purchase:	Nonstop Refesh 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:	Is this a Multi Year Contract?: False Length of Contract: Start Date: End Date: Special Tems and Conditions:
Business Needs Addressed:	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. 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. 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.
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:	
	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

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: _(signature)_	Date: 1/5/21
Denial Explanation:		

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

Recommended: Yes	By: _(signature)_	Date: 1/5/21
Denial Explanation:		

Date: August 16, 2023

From: Claudia Preciado-Arroyo, Deputy Director Admin. Services

To: Board of Supervisors

Via: Lisa McConnell, Sheriff's Communications Captain

Subject: Sole Source Procurement for **Hewlett-Packard Enterprises (HPE) Hardware and Software Management Services, Maintenance and Support**

The below information is provided in support of my Department requesting approval for a sole or single source.

1. **Supplier being requested:** Hewlett Packard Enterprise

2. **Vendor ID:** ___134397___

3. ☐ **Single Source**   ☒ **Sole Source**

4. **Have you previously requested <u>and</u> received approval for a sole or single source request for this vendor for your department?**

    ☒ **Yes**   ☐ **No**
    SSJ# <u>20-123</u>

    SSJ #20-123 was approved via MO#3.44 on 4-26-2022 by the Board for the HPE Non-Stop hardware and software upgrade project as referenced below in section 7.

    4a. Was the request approved for a different project?

    ☐ Yes   ☒ No

5. **Supply/Service being requested:**
    Hewlett-Packard Enterprises (HPE) will provide design, transition and implementations services, remote monitoring, management, systems operation and support, and administration services for the Sheriff's Computer Aided Dispatch (CAD) system operating hardware and software which supports the emergency 9-1-1 call infrastructure comprised of HPE NonStop hardware solution at both primary and back-up locations.

    The HPE GreenLake Management Services agreement consists of the following activities:
    *   **Monitoring**: Basic monitoring, health checks, report generation, escalation of events.

- **Operation**: Standard remediation, incident management, change management, backup and restore.
- **Administration**: Root cause analysis, problem management, performance, capacity and availability management, System Provisioning, and Installation.
- **Advise and Optimize**: Context-specific recommendations for improvement of the environment to better meet information technology (IT) and business needs.

6. **Unique features of the supply/service being requested from this supplier.**

The Sheriff's Department is in the process of addressing the critical state of the CAD system and in April of 2022, invested $823,000 to upgrade the HPE NonStop hardware and software to include resiliency of the CAD servers. The servers and software require ongoing maintenance to retain database reliability and optimal operating system performance. The hardware and operating software are proprietary to HPE NonStop systems and the warranty mandates that only HPE trained personnel can perform this maintenance. The HPE GreenLake Management Service agreement will enable HPE to remotely monitor and manage the systems and performing certain operational and administrative activities relating to NonStop technologies.

With the remote monitoring in place, this will assist the Sheriff's Department to:
- Analyze the functionality and performance of the severs in real time
- Address mission critical failures before they cause an outage
- Support the single staff member currently assigned to CAD system
- Allow that staff member to focus on other assigned duties.

7. **Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:**

The CAD system interfaces with many public safety applications and systems, allowing the organization to integrate critically with the Public Safety Enterprise Communication System (PSEC). Many partner county agencies rely on PSEC for radio and data communications and CAD for day-to-day operations and emergency response. The PSEC system is state-of-the-art technology and is maintained by a full-time staff, unlike the CAD system, which is aging and has a single staff member assigned. That staff member does not possess all the technical skills required to maintain the CAD software and associated hardware. The Sheriff's Department is requesting HPE GreenLake Management Services to assist in maintaining the infrastructure of our current CAD. Without this service, it could be detrimental to department operations in all bureaus, as our CAD is a county-wide used system.

The Department has been using HPE Nonstop computer systems since, and as a result, the Department has a long history and partnership with HPE for CAD support. The CAD application code uses the HPE Nonstop Platform's Fault-Tolerant Architecture, which provides maximum computer system uptime. The Sheriff's CAD application supports 9-1-1 calls, and the mission-critical nature of the CAD application is crucial for public and officer safety. This responsibility demands the maximum amount of computer system uptime, which the HPE NonStop environment/system is designed to provide. The loss of the CAD computer system would result in a direct delay in response to 9-1-1 calls being answered, locating addresses for citizens calling for service, and deputies dispatched to calls. The high volume of calls and deputies dispatched could not be managed efficiently without a computer system/CAD application.

8. **Period of Performance:**   From: 10/2023   to   10/2026
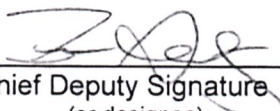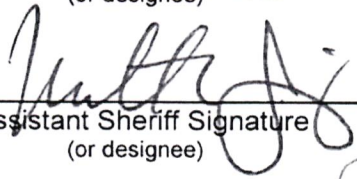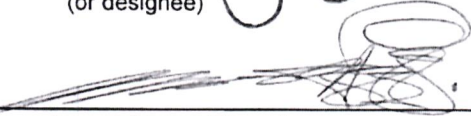(total number of years: 3)

Is this an annually renewable contract?   ☐ No   ☐ Yes
Is this a fixed-term agreement?   ☐ No   ■ Yes (36 Months)

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. 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 authority, Board approval must be obtained. *(Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)*

Description:	FY 23/24	FY 24/25	FY 25/26	Total
Ongoing Costs:				
Remote monitoring, support and maintenance	$176,958	$176,958	$176,958	
One-time Costs:				
Design, transition and implementations services	$44,351			
Total Costs	$221,309	$176.958	$176.958	**$575,225**

10. **Price Reasonableness:** The cost of these services is considered a reasonable expense compared to the catastrophic impact of a system failure for dispatch services for the County and to protect the monetary investment made through the upgrade project in 2022. This support will identify potential issues before escalating to a problem that may impact the overall system. The cost of $575,225 is a fixed cost over three years with no increases. In addition, HPE is giving the County National Association of State Procurement Officials (NASPO) pricing which is 20% off list cost for services. The recent purchase of upgraded hardware and software was the first step to having a reliable dispatch system to support critical law enforcement operations; this support is an additional layer of protection to ensure consistent functionality of the system for the security of the citizens of Riverside County.

11. **Projected Board of Supervisor Date:** September 12, 2023

Chief Deputy Signature (or designee)	James Armstrong — Print Name	8-17-23 — Date
Assistant Sheriff Signature (or designee)	MATTHEW JIMENEZ — Print Name	8-22-23 — Date
Department Head Signature (or designee)	Claudia Preciado-Arroyo — Print Name	8/23/2023 — Date

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The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve   **Approve with Condition/s**   **Disapprove**

Condition/s:

_____

_____

_____

_____

_____

Not to exceed:

☐ **One-time** $_____

☑ **Annual Amount** $_____ / per fiscal year through _____(date)
(If Annual Amount Varies each FY)
FY _23/24_ : $_ 221,309_
FY _24/25_ : $_ 176,958_
FY _25/26_ : $_ 176,958_
FY _____ : $_____
FY _____ : $_____

Meghan Hahn   8/23/23   24-058
_____
Purchasing Agent   **Date**   **Approval Number**
                                          (Reference on Purchasing Documents)