



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF



August 11, 2026

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE SOLE SOURCE AMENDMENT NUMBER FIVE
TO EXTEND CONTRACT NUMBER 78636 WITH LEGACY COMPUTER SERVICE
FOR HEWLETT PACKARD TANDEM NONSTOP
COMPUTER HARDWARE MAINTENANCE SERVICES
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval and execution of Sole Source Amendment Number Five (Amendment) to extend Contract Number 78636 (Contract) with Legacy Computer Service (LCS) for continued Hewlett Packard (HP) Tandem NonStop computer hardware maintenance services (Services).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to sign the attached Amendment to the Contract with LCS to: (1) extend the term of the Contract for one year, from September 8, 2026, through September 7, 2027, with two additional one-year option periods, and (2) increase the Contract Sum by \$509,481 for a total Contract Sum not to exceed \$1,505,304 for the term of the Contract.

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

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— Since 1850 —

2. Delegate authority to the Sheriff, or his authorized designee, to (1) execute one or more of the extension options provided it is in the best interest of the County; and (2) terminate the Contract, either in whole or in part, by provision of a ten-day written notice provided it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Contract allows for the provision of Services for HP's Tandem NonStop computer hardware that supports the Department's Mobile Digital Communication System (MDCS). The Department's legacy Computer Aided Dispatch (CAD) system, which has been in use since 1989, is a subsystem of the MDCS and reduces audible voice traffic on the Department's radio system by dispatching routine calls-for-service via typed messages read by deputies from the mobile digital computer screens installed in patrol cars. The HP Tandem NonStop computer hardware, which hosts the Department's legacy CAD system, is critical to the operation and business needs of the Department. It contains all the records of the Department's actions related to 911 calls for service.

On May 2, 2023, the Department released a Request for Proposals for a replacement CAD system. On June 3, 2025, the Board approved the CAD replacement contract with Hitech Systems, Inc., dba Pulsiam. The Department anticipates the implementation of the replacement CAD system to be completed by the end of 2027.

The Contract expires on September 7, 2026. Approval of the recommended actions will allow the Department to continue providing public safety services to County residents 24 hours per day, 7 days a week, while also working to implement the replacement system.

Implementation of Strategic Plan Goals

The recommended actions support the County Strategic Plan's North Star 3: Realize tomorrow's government today; Focus Area Goal F: Flexible and Efficient Infrastructure: Use lessons learned from the recent pandemic to implement flexible and efficient administrative, technological, and physical infrastructures to meet the needs of our constituents; Strategy II. Modernize Infrastructure: Evaluate our current IT infrastructure and capital projects, and address identified needs to replace or modernize legacy/obsolete infrastructure and to leverage technological advancements that increase visibility, accessibility, and ease of use for residents.

FISCAL IMPACT/FINANCING

The cost for the proposed Amendment is \$509,481, which will increase the total Contract Sum to \$1,505,304. Funding has been identified in the Department's operating budget. The Department is responsible for ensuring it has adequate funding in its operating budget prior to requesting and approving Services under the Contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On January 28, 2026, pursuant to Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter into negotiations for a Sole Source Amendment to extend the term of the Contract.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined that this recommended action does not include any new IT items that would necessitate a formal written CIO Analysis.

The Amendment has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure the continuation of the mission critical Services for the Department's HP Tandem NonStop computer hardware that hosts the Department's legacy CAD system, supporting 911 dispatch calls to the Department's patrol vehicles.

CONCLUSION

Upon Board approval, please return one adopted copy of this Board letter and Amendment to the Department's Contracts Unit.

Sincerely,



ROBERT G. LUNA
SHERIFF

Reviewed by:



PETER LOO
CHIEF INFORMATION OFFICER

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TO
CONTRACT NUMBER 78636
FOR HP TANDEM NONSTOP COMPUTER HARDWARE
MAINTENANCE SERVICES**

This Amendment Number Five (hereinafter "Amendment") to Contract Number 78636 (hereinafter "Contract") is entered into by and between the County of Los Angeles (hereinafter "County") and Legacy Computer Service (hereinafter "Contractor") and effective as of September 8, 2026.

- A. WHEREAS, on March 8, 2017, County and Contractor entered into the Contract to provide Maintenance Services, as defined in the Contract, for the Los Angeles County Sheriff's Department (Department); and
- B. WHEREAS, on March 8, 2017, the Board of Supervisors delegated authority to the Sheriff to execute amendments to the Contract to align the Contract with County needs, including extending its term; and
- C. WHEREAS, the Contract had an Initial Term, as defined in the Contract, with two (2) additional one-year terms and one (1) additional six-month term (Extended Term); and
- D. WHEREAS, on March 2, 2020, County and Contractor entered into Amendment Number One to the Contract to, among other things, exercise the first one-year Extended Term from March 8, 2020, through and including March 7, 2021; and
- E. WHEREAS, on February 4, 2021, County and Contractor entered into Amendment Number Two to the Contract to, among other things, exercise the second one-year Extended Term from March 8, 2021, through and including March 7, 2022; and
- F. WHEREAS, on September 28, 2021, County and Contractor entered into Amendment Number Three to the Contract to, among other things, exercise the final six-month Extended Term from March 8, 2022, through and including September 7, 2022; and
- G. WHEREAS, on June 28, 2022, the County and Contractor entered into Amendment Number Four to the Contract to, among other things, extend the term of the Contract for two years from September 8, 2022, through and including September 7, 2024, with two additional one-year option terms, both of which were automatically exercised by the County; and
- H. WHEREAS, the Contract currently expires on September 7, 2026; and

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- I. WHEREAS, the County and Contractor agree to (1) extend the term of the Contract for an additional one-year period, from September 8, 2026, through and including September 7, 2027, with an option to extend for two additional one-year periods; (2) increase the Contract Sum by \$509,481 increasing the total Contract amount from \$995,823 to \$1,505,304; (3) update County-mandated provisions regarding Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law, Waivers of Subrogation, Nondiscrimination and Affirmative Action, Public Records Act, Termination for Convenience, Survival, Compliance with Fair Chance Employment Practices, Injury and Illness Prevention Program, and Campaign Contribution Prohibition Following Final Decision in Contract Processing; (4) add the County-mandated provision regarding Unresolved Disallowed Costs; (5) delete the County-mandated provision regarding Notice to Employees Regarding the Safely Surrendered Baby Law; (6) update Exhibit B (Equipment Maintenance Price List and Hourly Rates) to the Contract; and (7) delete Exhibit H (Safely Surrendered Baby Law) and Attachment 1 to Exhibit B (Equipment Maintenance Price List and Hourly Rates) to the Contract.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the County and Contractor hereby agree to amend the Contract as follows:

1. Paragraph 4 (Term of Contract) of the Contract is deleted in its entirety and replaced as follows to extend the term of the Contract through and including September 7, 2027:

4. TERM OF CONTRACT

- 4.1 The term of this Contract will commence March 8, 2017, and will terminate on September 7, 2027, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 At the end of the term, the County may, at its sole option, extend this Contract for up to two additional one-year terms (Extended Term), subject to, among others, the County's right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of this Contract providing for early termination of this Contract by the County. If the County elects not to exercise its option to extend at

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the end of the Term, the remaining option(s) will lapse. Each such option period will be exercised at the sole discretion of the County, as authorized by the County's Board of Supervisors (Board) in accordance with Paragraph 8 (Change Notices and Amendments) to this Contract.

4.3 Contractor must notify the County when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to County's Project Director, with a copy to County's Project Manager, at the address set forth in Exhibit D (County's Administration).

4.4 The County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option.

2. Paragraph 5.1 only of Paragraph 5 (Contract Sum) of the Contract is deleted in its entirety and replaced as follows to update the Contract Sum:

5.1 The Contract Sum under this Contract will be the maximum total monetary amount payable by the County to Contractor for all goods, Services and other work provided by Contractor, inclusive of all parts, taxes and other expenses for the Term and any and all Extended Terms, is and will not exceed \$1,505,304 during the Term of this Contract, as further detailed in Exhibit B (Equipment Maintenance Price List and Hourly Rates) to this Contract. No out-of-pocket fees, costs or expenses will be reimbursed by the County to Contractor under this Contract. There is no guarantee that the entire Contract Sum amount will be paid to Contractor under this Contract.

3. Paragraph 19 (Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision:

**19. CONTRACTOR'S ACKNOWLEDGEMENT AND NOTICE TO ITS
EMPLOYEES OF THE SAFELY SURRENDERED BABY LAW**

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor must

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notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, a Fact Sheet regarding the Safely Surrendered Baby Law, its implementation in the County, and information on where and how to safely surrender a baby. Additionally, Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law Poster" (available in English/Spanish/Chinese/Korean) in a prominent position at Contractor's place of business. Contractor must also encourage its subcontractors, if any, to post this poster in a prominent position in subcontractor's place of business.

Contractor, and its subcontractor(s), can access posters and other program material at babysafela.org.

4. Paragraph 31.3.5 (Waivers of Subrogation) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision:

31.3.5 WAIVERS OF SUBROGATION

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against the County under all the Required Insurance for any loss arising from or relating to this Contract. Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effectuate such waiver.

5. Paragraph 34.7 only of Paragraph 34 (Nondiscrimination of Affirmative Action) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision:

34.7 If the County finds that any provisions of Paragraph 34 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Civil Rights Department or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or state anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Contract.

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6. Paragraph 43 (Public Records Act) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision:

43. PUBLIC RECORDS ACT

- 43.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 45 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as any documents which were required to be submitted in response to the HP Tandem NonStop Computer Hardware Maintenance Services solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records except for those documents determined to be non-disclosable or exempt pursuant to California Government Code sections 7921.000 et seq. and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 43.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.
7. Paragraph 50.1 only of Paragraph 50 (Termination for Convenience) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision:
- 50.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, at its sole discretion, to be in its best interest. Termination of work hereunder will be effectuated by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten Days after the notice is sent.

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8. Paragraph 68 (Survival) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision:

68. SURVIVAL

The provisions in the following Paragraphs will survive the expiration or termination of this Contract for any reason:

- 6.4 Approval of Work
- 12 Compliance with Applicable Laws
- 24 Employment Eligibility Verification
- 26 Fair Labor Standards
- 28 Governing Law, Jurisdiction, and Venue
- 30 Indemnification
- 31 Insurance
- 33 Standard of Services
- 41 Confidentiality
- 43 Public Records Act
- 56 Validity
- 61 Property Rights
- 63 Intellectual Property Indemnification
- 66 Warranties
- 67 Effect of Termination
- 68 Survival
- 72 Prohibition from Participation in Future Solicitation(s)
- 75 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

9. Paragraph 70 (Compliance with Fair Chance Employment Practices) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision:

70. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code

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Section 12952 and [Chapter 8.300 of the Los Angeles County Code \(Fair Chance Ordinance for Employers\)](#). Contractor's violation of this Paragraph 70 may constitute a material breach of this Contract. In the event of such material breach, the County may, at its sole discretion, terminate this Contract.

10. Paragraph 74 (Injury and Illness Prevention Program) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision:

74. INJURY AND ILLNESS PREVENTION PROGRAM

Contractor is required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

11. Paragraph 75 (Campaign Contribution Prohibition Following Final Decision in Contract Processing) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision:

75. CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING

Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors, are prohibited from making a contribution of more than \$500 to a County officer for 12 months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this Paragraph 75, may be a material breach of this Contract as determined at the sole discretion of the County.

12. Paragraph 76 (Unresolved Disallowed Costs) is added to the Contract as follows to add the County-mandated provision:

76. UNRESOLVED DISALLOWED COSTS

Contractor must not invoice the County for disallowed costs under this Contract. Correspondingly, Contractor must not have unresolved disallowed costs in excess of \$100,000 that have been confirmed as

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disallowed costs by the contracting County department and remain unpaid for a period of six months or more from the date of an Auditor-Controller (A-C) Report. Unless such disallowed costs are the subject of current good faith negotiations, as determined at the sole discretion of the County, non-compliance by Contractor regarding this provision will constitute a material breach of this Contract and may result in termination for default, in addition to any other remedies available to the County. Further, if Contractor has been determined to have unresolved disallowed costs in excess of \$100,000 for longer than six months since the date of the A-C Report, they will be disqualified from future County solicitations unless such disallowed costs are the subject of good faith negotiations to resolve the disallowed costs, at the sole discretion of the County, or have been resolved.

13. Paragraph 39 (Notice to Employees Regarding the Safely Surrendered Law) of the Contract is deleted in its entirety.
14. Exhibit B (Equipment Maintenance Price List and Hourly Rates) to the Contract is deleted in its entirety and replaced with the amended and restated Exhibit B (Equipment Maintenance Price List and Hourly Rates), attached hereto, to update the pricing schedule in accordance with the term extension.
15. Exhibit H (Safely Surrendered Baby Law) to the Contract is deleted in its entirety.
16. Attachment 1 to Exhibit B (Equipment Maintenance Price List and Hourly Rates) previously added under Amendment Number Four to the Contract is deleted in its entirety to correct a clerical error.
17. Except as expressly provided in this Amendment, all other provisions, terms, and conditions of the Contract will remain the same and in full force and effect.
18. Contractor represents and warrants that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives on the dates written below.

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

Date: _____

LEGACY COMPUTER SERVICE

Signed: Michael McGuire
Michael McGuire (May 7, 2026 11:17:06 PDT)

Printed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: Cammy C. DuPont
CAMMY C. DuPONT
Principal Deputy County Counsel

Digitally signed by Cammy C. DuPont
Date: 2026.05.05 11:39:40 -07'00'

EXHIBIT B EQUIPMENT MAINTENANCE PRICE LIST AND HOURLY RATES

AMENDED AND RESTATED UNDER AMENDMENT NO. 5

Effective from 09-08-2026 through 09-07-2027, Plus Two One-Year Extended Terms

No.	Model (1)	Description (1)	Quantity (1)	Monthly Cost Per Item	Monthly Total Cost
1	1493	K2000 cpu w/ 128meg memory	6	\$ 98.00	\$ 588.00
2	1943	K20000 cpu w/ 256meg memory	16	\$ 269.50	\$ 4,312.00
3	3214	Controller, tape	2	\$ 22.75	\$ 45.50
4	3216	Controller, fiber optic, 519x tape	4	\$ 29.75	\$ 119.00
5	3219	Disk controller for 455 Module	12	\$ 29.75	\$ 357.00
6	3601	Controller, line printer/universal interface	2	\$ 22.75	\$ 45.50
7	3605	Communications controller, 4 line	29	\$ 29.75	\$ 862.75
8	3606-1	Communications controller, 16 lines, async	19	\$ 29.75	\$ 565.25
9	3615-0	Controller, ethernet	17	\$ 29.75	\$ 505.75
10	3615-1	Controller, ethernet	2	\$ 29.75	\$ 59.50
11	4240	Disk drive 1038mb	2	\$ 29.75	\$ 59.50
12	4250	Disk drive 2gb	8	\$ 29.75	\$ 238.00
13	4260	Disk drive 4gb	12	\$ 29.75	\$ 357.00
14	455Mod8	Disk module 8 bays	6	\$ 29.75	\$ 178.50
15	4571S	Disk drive 4gb	24	\$ 29.75	\$ 714.00
16	5145	4mm DAT desktop tape unit	1	\$ 61.25	\$ 61.25
17	5165-1	SCSI BIC, External, MFC	3	\$ 24.50	\$ 73.50
18	5175	Tape drive, 1600/6250 bpi, modular	1	\$ 98.00	\$ 98.00
19	5190ACL	Tape subsystem, cartridge in mosaic	5	\$ 281.75	\$ 1,408.75
20	5194	Tape unit, T16	1	\$ 281.75	\$ 281.75
21	55N049	Host serial interface	4	\$ 12.25	\$ 49.00
22	6526A	Console terminal, OSP, 14"	5	\$ 49.00	\$ 245.00
23	6712-8	Torusnet, K20000	4	\$ 257.25	\$ 1,029.00
24	7270	Base cabinet dual power supplies	3	\$ 85.75	\$ 257.25
25	7272	K2000, expansion cabinet	4	\$ 85.75	\$ 343.00
26	7907-4	Cabinet, Multichannel I/O, 4 channel	2	\$ 306.25	\$ 612.50
27	7912	Base system cabinet, K20000	1	\$ 85.75	\$ 85.75
28	7913	Expansion system cabinet, K20000	7	\$ 85.75	\$ 600.25

Total Monthly Cost**\$ 14,152.25**

- (1) Equipment List, Department Sites, Quantity and all associated cost are subject to change based on additions and/or deletions as described in Paragraph 8 of the Contract.
- (2) Equipment is located at various locations throughout the County of Los Angeles. See Attachment 1 (Equipment Listed by System and Department Site) to Exhibit A which details the address and equipment assigned to each location.

EXHIBIT B EQUIPMENT MAINTENANCE PRICE LIST AND HOURLY RATES

AMENDED AND RESTATED UNDER AMENDMENT NO. 5

HOURLY RATES	
Rate Category	Hourly Rate
<u>Business Hours</u>	\$75
Monday through Friday, excluding County-observed holidays	
9:00 a.m. to 5:00 p.m. (Pacific Time)	
<u>Outside Business Hours (Overtime)</u>	\$125

SOLE SOURCE CHECKLIST

Department Name: _____

- ☐ New Sole Source Contract
- ☐ Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Rene' Phillips

Chief Executive Office

Date

**QUESTIONNAIRE FOR SOLE SOURCE AMENDMENT TO CONTRACT NUMBER 78636 FOR HEWLETT PACKARD
NONSTOP COMPUTER HARDWARE MAINTENANCE SERVICES WITH
LEGACY COMPUTER SERVICE**

It is the policy of the County, to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions which when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

NOTE: Please refer to Procedure P-3700 of the ISD Purchasing Policies on Procedures Manual.

**DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION MUST INCLUDE RESPONSES TO THE FOLLOWING
QUESTIONS:**

1. What is being requested?

A Sole Source amendment to extend the Contract with Legacy Computer Service to provide maintenance service for the hardware and operating system (OS) that are used to run the Department's Computer Aided Dispatch (CAD) system.

Hardware: Tandem NonStop Himalaya servers (No longer supported by the manufacturer)
OS Software: Guardian OS (No longer supported by the manufacturer)

2. Why is the product needed – how will it be used?

N/A. Maintenance service is needed for the 29-plus-year-old hardware and OS that is no longer supported by the manufacturer.

3. Is this "brand" of product the only one that meets the user's requirements? If yes, what is unique about the product?

N/A. This is a maintenance service agreement.

4. Have other products/vendors been considered? If yes, which products/vendors have been considered and how did they fail to meet the user's requirements?

Yes, the contract was secured via an open competitive solicitation. The vendors that did respond did not meet the minimum requirements needed to properly service the 29-plus-year-old equipment and OS and/or their pricing was prohibitive.

5. Will purchase of this product avoid other costs, e.g. data conversion, etc? Or will it incur additional cost, e.g. training, conversion, etc?

N/A

6. Is the product proprietary or is it available from various dealers? Have you verified this?

N/A. The contract was secured via an open competitive solicitation for maintenance services.

7. Reasonableness of Price. Does the County obtain a percentage discount or special discount not available to the private sector?

Pricing was obtained via an open competitive bidding process. The pricing obtained is compatible with other private and government entity pricing.

8. What is the dollar value of existing equipment and the Purchase Order No. for the existing equipment?

N/A