

FORM APPROVED COUNTY COUNSEL
BY: *H. P. Keeler* 10/12/10
DATE: MARSHAL VICTOR

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

528



FROM: OASIS

SUBMITTAL DATE:
October 18, 2010

SUBJECT: Approval of amendment to renew client service and license agreements for use of Talent Technology Corp., Resume Mirror Software for an additional five year period.

RECOMMENDED MOTION: That the Board of Supervisors:

- (1) Authorize the Purchasing Agent to renew the client service agreement with Talent Technology Corporation for an additional five years for the use of Resume Mirror Extraction Enterprise (EM) software as a sole source acquisition; and
- (2) Authorize the Purchasing Agent to renew the software license agreement with Talent Technology Corporation for an additional five years for the use of Resume Mirror Search Enterprise (SE) software as a sole source acquisition.

Departmental Concurrence

Michael Dearman

MICHAEL DEARMAN, Director
OASIS

FINANCIAL DATA

| | | | |
|-------------------------------|-----------|-------------------------|----------|
| Current F.Y. Total Cost: | \$ 64,890 | In Current Year Budget: | Yes |
| Current F.Y. Net County Cost: | \$ 0 | Budget Adjustment: | No |
| Annual Net County Cost: | \$ 0 | For Fiscal Year: | FY 10/11 |

| | | |
|---|----------------------------------|--------------------------|
| SOURCE OF FUNDS: OASIS HRMS Internal Service Fund Rates. | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| | Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION:

APPROVE

BY: *Serena Chow*
Serena Chow

County Executive Office Signature

Dept't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 3.19 of 4/3/2007 | **District:** ALL | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.36

Approval of amendment to renew client service and license agreements for use of Talent Technology Corp., Resume Mirror Software for an additional five year period.

October 13, 2010

Page 2

BACKGROUND:

On April 3, 2007 the Board approved the sole-source purchase of a three-year operating license of Talent Technology Resume Mirror EM and SE by OASIS as part of larger project to modernize the Human Resources Department's recruiting and job applicant tracking functions. The software operating licenses of the Resume Mirror system are now due for renewal. This software license renewal is necessary in order for Human Resources to continue to deploy and use the Resume Mirror system.

Talent Technology Resume Mirror is the only commercial product that fully integrates with the County's PeopleSoft employee and payroll system for resume processing, applicant tracking and job candidate requisitioning. All other resume system vendors require customized interface programming to be added in order to provide data transfer with PeopleSoft, thus resulting in additional, and expensive, programming and maintenance costs.

PRICE REASONABLENESS: Talent Technology Corporation has applied the full volume discount available for State and Local government customers to obtain the current pricing.

Talent Technology Corporation is the vendor for Resume Mirror EM and SE software products and licenses, and is the sole provider for Resume Mirror EM and SE software products. Resume Mirror EM and SE are only available through Talent Technology Corporation's direct sales channels. Talent Technology Corporation does not offer its products for sale or distribution through a reseller network.



Agreement Amendment

This Amendment (the "Amendment") to the **EAM Client Services Agreement** dated April 6th, 2007 (the "Agreement") is effective this 6th day of April, 2010 between **Talent Technology Corporation ("TTC")**, a corporation having its head office at 300 – 10991 Shellbridge Way, Richmond, British Columbia, Canada V6X 3C6 and **County of Riverside ("Client")**, who may be contacted as follows:

Client's Address: 7898 Mission Grove Parkway S, Building B, Suite 200

City, State/Prov, Zip/Postal Code: Riverside CA 92508-6000

The parties agree as follows:

AMENDMENT. The Agreement is amended as follows.

Client agrees to renew the Agreement for an additional five (5) year term starting April 6th, 2010 to April 5, 2015. Schedule A – Client Services Summary is replaced with a new Schedule A – Client Services Summary, as shown on page 2 of this Amendment.

SCHEDULES. The parties acknowledge and agree that the Agreement as amended by any prior executed Amendments, except as expressly modified herein shall be deemed to form an integral part of this Amendment.

ENTIRE AGREEMENT. This Amendment including the Agreement and any prior executed Amendments constitute the entire agreement of the parties and supersedes all prior correspondence, representations, warranties, proposals, negotiations, understandings and agreements of the parties, oral or written. Any change must be in writing and signed by both parties. If Client issues a purchase order in respect of this Amendment, Client acknowledges that such purchase order is solely for the convenience of Client's purchasing system and does not in any way modify or add to this Amendment or the rights or obligations of TTC or the Client.

COUNTERPARTS AND EXECUTION BY FACSIMILE OR ELECTRONIC TRANSMISSION. This Amendment may be executed in any number of counterparts (either originally, by facsimile or electronic transmission), each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

EXECUTION. In witness whereof the parties, intending to be legally bound by the provisions of this Amendment, have caused this Amendment to be executed by their respective duly authorized representatives as of the date set forth above.

CLIENT

TALENT TECHNOLOGY CORPORATION

by its authorized signatory:

by its authorized signatory:

(Signature)

(Signature)

Name:

Name:

Title:

Title:

Schedule A – Client Services Summary

| CLIENT INFORMATION | | | |
|--|---|--------------------------------|---|
| Client Contact Name: | Michael Dearman | Sales Rep: | Kara Daugharty |
| Email | madearma@co.riverside.ca.us | Phone: | (951) 358-6207 |
| Email Address for electronic delivery of Software | | Fax: | |
| Billing Address: City, State/Prov, Zip/Postal Code: | 7898 Mission Grove Parkway S, Building B, Suite 200 Riverside CA 92508-6000 | Billing Phone: | (951) 358-6207 |
| Billing Contact: | Michael Dearman | Billing Fax: | |
| Billing Email: | madearma@co.riverside.ca.us | | |
| CONTRACTED LICENSE AND SERVICES | | | |
| Initial Service Period (months) | 60 | Last Day of Initial Term: | April 5, 2015 |
| Payment Terms: | Annual in advance | Currency: | <input checked="" type="checkbox"/> US\$ <input type="checkbox"/> CAD\$ <input type="checkbox"/> Other: _____ |
| | | Client ERP System and Version: | PeopleSoft TAM 9.0 |
| DESCRIPTION | Price per Year | # of Years | EXTENDED PRICE |
| Resume Mirror Extraction Enterprise (previously known as Enterprise Applicant Manager) with unlimited number of Transactions per year. | \$36,890.00 | 5 | \$184,450.00 |
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| Implementation Services: | | | n/a |
| Other Fees: | | | n/a |
| TOTAL PRICE EXCLUDING TAXES (Taxes, if applicable, will be added to invoices) | | | \$184,450.00 |
| PAYMENT SCHEDULE FOR INITIAL SERVICE PERIOD | | | |
| DUE DATE (MM/DD/YY) | DESCRIPTION | AMOUNT | |
| 4/6/2010 | Resume Mirror Extraction Enterprise Annual License Fee (Service Period: 4/6/2010 to 4/5/2011) | \$36,890.00 | |
| 4/6/2011 | Resume Mirror Extraction Enterprise Annual License Fee (Service Period: 4/6/2011 to 4/5/2012) | \$36,890.00 | |
| 4/6/2012 | Resume Mirror Extraction Enterprise Annual License Fee (Service Period: 4/6/2012 to 4/5/2013) | \$36,890.00 | |
| 4/6/2013 | Resume Mirror Extraction Enterprise Annual License Fee (Service Period: 4/6/2013 to 4/5/2014) | \$36,890.00 | |
| 4/6/2014 | Resume Mirror Extraction Enterprise Annual License Fee (Service Period: 4/6/2014 to 4/5/2015) | \$36,890.00 | |
| | | | |
| | | | |
| TOTAL AMOUNT DUE EXCLUDING TAXES | | | \$184,450.00 |



Agreement Amendment

This Amendment (the "Amendment") to the eHR License Agreement dated April 6th, 2007 (the "Agreement") is effective this 6th day of April, 2010 between **Talent Technology Corporation ("TTC")**, a corporation having its head office at 300 – 10991 Shellbridge Way, Richmond, British Columbia, Canada V6X 3C6 and **County of Riverside ("Client")**, who may be contacted as follows:

Client's Address: 7898 Mission Grove Parkway S, Building B, Suite 200

City, State/Prov, Zip/Postal Code: Riverside CA 92508-6000

The parties agree as follows:

AMENDMENT. The Agreement is amended as follows.

Client agrees to renew the Agreement for an additional five (5) year term starting April 6th, 2010 to April 5, 2015. Schedule A – Client Services Summary is replaced with a new Schedule A – Client Services Summary, as shown on page 2 of this Amendment.

SCHEDULES. The parties acknowledge and agree that the Agreement as amended by any prior executed Amendments, except as expressly modified herein shall be deemed to form an integral part of this Amendment.

ENTIRE AGREEMENT. This Amendment including the Agreement and any prior executed Amendments constitute the entire agreement of the parties and supersedes all prior correspondence, representations, warranties, proposals, negotiations, understandings and agreements of the parties, oral or written. Any change must be in writing and signed by both parties. If Client issues a purchase order in respect of this Amendment, Client acknowledges that such purchase order is solely for the convenience of Client's purchasing system and does not in any way modify or add to this Amendment or the rights or obligations of TTC or the Client.

COUNTERPARTS AND EXECUTION BY FACSIMILE OR ELECTRONIC TRANSMISSION. This Amendment may be executed in any number of counterparts (either originally, by facsimile or electronic transmission), each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

EXECUTION. In witness whereof the parties, intending to be legally bound by the provisions of this Amendment, have caused this Amendment to be executed by their respective duly authorized representatives as of the date set forth above.

CLIENT

TALENT TECHNOLOGY CORPORATION

by its authorized signatory:

by its authorized signatory:

(Signature)

(Signature)

Name:

Name:

Title:

Title:

FORM APPROVED COUNTY COUNSEL

BY: Marshall Victor 10/26/10
MARSHALL VICTOR DATE

Schedule A – Client Services Summary

| CLIENT INFORMATION | | | |
|--|---|--------------------------------|--|
| Client Contact Name: | Michael Dearman | Sales Rep: | Kara Daugharty |
| Email | madearma@co.riverside.ca.us | Phone: | (951) 358-6207 |
| Email Address for electronic delivery of Software | | Fax: | |
| Billing Address: City, State/Prov, Zip/Postal Code: | 7898 Mission Grove Parkway S, Building B, Suite 200 Riverside CA 92508-6000 | Billing Phone: | (951) 358-6207 |
| Billing Contact: | Michael Dearman | Billing Fax: | |
| Billing Email: | madearma@co.riverside.ca.us | | |
| CONTRACTED LICENSE AND SERVICES | | | |
| Initial Service Period (months) | 60 | Last Day of Initial Term: | April 5, 2015 |
| Payment Terms: | Annual in advance | Currency: | <input checked="" type="checkbox"/> US\$ <input type="checkbox"/> CAD\$ Other: _____ |
| | | Client ERP System and Version: | PeopleSoft TAM 9.0 |
| DESCRIPTION | Price per Year | # of Years | EXTENDED PRICE |
| Resume Mirror Search Enterprise (previously known as eHR) with two (2) servers And a Database Record Capacity of 250,0000 DB Records | \$28,000.00 | 5 | \$140,000.00 |
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| Implementation Services: | | | n/a |
| Other Fees: | | | n/a |
| TOTAL PRICE EXCLUDING TAXES (Taxes, if applicable, will be added to invoices) | | | \$140,000.00 |
| PAYMENT SCHEDULE FOR INITIAL SERVICE PERIOD | | | |
| DUE DATE (MM/DD/YY) | DESCRIPTION | AMOUNT | |
| 4/6/2010 | Resume Mirror Search Enterprise Annual License Fee (Service Period: 4/6/2010 to 4/5/2011) | \$28,000.00 | |
| 4/6/2011 | Resume Mirror Search Enterprise Annual License Fee (Service Period: 4/6/2011 to 4/5/2012) | \$28,000.00 | |
| 4/6/2012 | Resume Mirror Search Enterprise Annual License Fee (Service Period: 4/6/2012 to 4/5/2013) | \$28,000.00 | |
| 4/6/2013 | Resume Mirror Search Enterprise Annual License Fee (Service Period: 4/6/2013 to 4/5/2014) | \$28,000.00 | |
| 4/6/2014 | Resume Mirror Search Enterprise Annual License Fee (Service Period: 4/6/2014 to 4/5/2015) | \$28,000.00 | |
| | | | |
| | | | |
| TOTAL AMOUNT DUE EXCLUDING TAXES | | | \$140,000.00 |

Date: October 18, 2010

From: Michael Dearman Department/Agency: OASIS

To: Board of Supervisors

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

Supply/Service being requested: Licensing renewal for Resume Mirror EM/SE Software

Supplier being requested: Talent Technology Corporation

Alternative suppliers that can or might be able to provide supply/service: After comprehensive research and analysis of available applications, no other vendor offers direct integration into the County's existing PeopleSoft Talent Acquisition Manager System.

Extent of market search conducted: After comprehensive research and analysis of available applications, an RFP was conducted in 2006 which resulted in the acquisition of Resume Mirror EM/SE software from Talent Technology Corporation. Resume Mirror EM/SE are the only products that permit resume processing, applicant tracking and job candidate requisitioning integration with PeopleSoft. All other resume system vendors require customized interface programming to be added in order to provide data transfer with PeopleSoft, thus resulting in additional, and expensive, programming and maintenance costs.

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide: Resume Mirror EM/SE are the only products that permit resume processing, applicant tracking and job candidate requisitioning integration with PeopleSoft. All other resume system vendors require customized interface programming to be added in order to provide data transfer with PeopleSoft, thus resulting in additional, and expensive, programming and maintenance costs.

Reasons why my department requires these unique features and what benefit will accrue to the county: The Human Resource Department requires advanced search technology to complement the new Talent Acquisition Manager Enterprise resource planning application.

Price Reasonableness: \$64,890, the pricing has been reduced.

Does moving forward on this product or service further obligate the county to future similar contractual arrangements? No

Michael Dearman

10/18/2010

Department Head Signature

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

M. J. [Signature]

10/18/2010

Purchasing Agent

Date

