

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 4/1/15

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

618



FROM: Riverside County Information Technology (RCIT)

SUBMITTAL DATE:
 March 31, 2015

SUBJECT: Approval of the Contract Amendment for Assessment and Strategic Planning Services with Gartner Inc. All Districts [\$400,000], RCIT Operating Budget

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the professional agreement with Gartner, Inc., in the amount of \$150,000 for Phase One and \$250,000 for Phase Two of consulting services; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No 459.4 to sign an amendment for execution of Phase Two, based on the approval of the CIO and the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement.

BACKGROUND:

Summary

Gartner has for many years provided Riverside County with information and access to technical experts; these have supported our internal analysis of new technology, standards, and architecture. Gartner also offers strategic planning services – a 2010 engagement provided RCIT with a business effectiveness survey and detailed benchmark analysis, which RCIT used to initiate its county-wide consolidation effort.

(continued on page 2)

Christopher Hans

Christopher Hans
 Interim Chief Information Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 150,000	\$ 250,000	400,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

SOURCE OF FUNDS: RCIT Operating Fund	Budget Adjustment: No
	For Fiscal Year: 14/15

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *Jennifer L. Sargent*
 Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District: All

Agenda Number:

3-15

Teresa Summers
 PURCHASING &
 FLEET SERVICES
 Lisa Brandl, Director
 4/2/15
 Departmental Concurrence

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the Contract Amendment for Assessment and Strategic Planning Services with
Gartner Inc. All Districts [\$400,000] RCIT Operating Budget**

DATE: March 31, 2015

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

This long term relationship has created a good foundation for additional assessment and strategic planning. RCIT now seeks further support as it creates an action plan to complete its county-wide consolidation and a strategic plan to prepare for the next three to five years.

RCIT, together with Gartner, proposes a two-phased approach. The objectives of the first phase include: 1) revisiting, documenting and communicating the expected (and achieved benefits) of the consolidation initiative; 2) conducting a "health check" of the consolidation initiative; identifying strengths and weaknesses of current service delivery and creating a plan of action for the next steps; 3) validating the benefits of consolidation efforts to date; 4) identifying challenges and mitigation measures; and 5) developing an action plan to address imminent needs and capitalize on improvement opportunities that are easy to achieve. The first phase will cost \$150,000 and will take approximately two months. All phase-one reports and recommendations will be complete and reviewed by RCIT before the second phase of work begins.

During the second phase, RCIT, together with Gartner, will develop an RCIT strategic plan with defined initiatives and a roadmap to success. This effort will take into account the following: 1) current and future business demand and drivers; 2) current RCIT skills and staffing; and 3) governance, RCIT's operating model and technology capabilities. The second phase will cost \$250,000 and will take approximately three months.

SUPPLEMENTAL:

Additional Fiscal Information:

The contract includes specific milestones and valued deliverables that must be complete before progress payments will be processed.

Phase-two quotes are valid for 60 days after completion and acceptance of phase-one deliverables by the County. This time period will allow staff to thoroughly analyze the phase-one results and recommendations before committing to new work.

Contract History and Price Reasonableness:

In the fall of 2003, the County of Ventura on behalf of the California County Information Services Directors Association (CCISDA), released a Request for Proposal for industry research firms. This was done in an effort to achieve better volume pricing through a consolidating government-purchasing vehicle. RCIT will continue to utilize the volume discount pricing via the awarded contract. The CCISDA award provides up to a 65 percent discount off of the retail prices for the Gartner services.

PROFESSIONAL SERVICE AGREEMENT

for

IT STRATGIC PLANNING SERVICES

between

COUNTY OF RIVERSIDE

and

GARTNER INC.



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This Agreement, made and entered into this ____ day of April 2015, by and between Gartner Inc., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A-1, A-2, and A-3 Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect until all CONTRACTOR services or related matters have been completed. CONTRACTOR shall commence performance for Phase I services upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The COUNTY may at its option extend the Agreement for CONTRACTOR's Phase 2 services, which will commence only upon written notification from the COUNTY Chief Information Officer. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$150,000 for Phase 1 services and \$250,000 for Phase 2 services, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or

beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable).

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR. COUNTY shall pay the invoice within thirty (30) days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Information Technology
3450 14th Street
Riverside, CA 92501
Attn: Accounts Payable

a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (ITARC-91890-001-06/16); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered according to the milestone payment Schedule in Exhibit B, Payment Provisions.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond the then current fiscal year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be terminated for the convenience of the COUNTY.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. Either Party may, upon giving ten (10) business days' written notice identifying specifically the basis for such notice, terminate this Agreement for breach of a material term or condition of this Agreement, provided the other party shall not have cured such breach within the ten (10) business day cure period.

5.2 COUNTY may terminate this Agreement for its convenience upon thirty (30) calendar day's written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to payment of all fees incurred prior to the effective date of such termination. All provisions of this Agreement which are by their nature intended to survive the expiration or termination of this Agreement for breach and/or COUNTY's convenience shall survive such expiration or termination.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any Deliverables which, the COUNTY has paid for.

5.4 In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.5 CONTRACTOR is not debarred from the System for Award Management (SAM). If the Agreement is federally or State funded, CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR

Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

6.1 Subject to payment of fees specified in the applicable SOW, Contractor grants to County ownership of any Deliverable originally created for and submitted to County. Contractor shall retain sole and exclusive ownership of its preexisting tools, methodologies, questionnaires, responses, and proprietary research and/or any data generated in the course of performing the consulting services, together with all intellectual property rights therein (collectively, the "Gartner Materials"). Contractor grants to County a perpetual, non-exclusive, royalty-free license to use and to disclose during the course of its internal business operations any Gartner Materials embodied in a Deliverable.

6.2 Nothing contained in this Agreement shall preclude Contractor from rendering services to others or developing work products that are competitive with, or functionally comparable to, the consulting services performed. Contractor shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the consulting services, provided that Contractor shall not use or disclose any of County's confidential information, as defined below.

6.3 With respect to benchmarking Services performed by Contractor (if any), County acknowledges that (i) the contents of the Benchmarking Report (as defined in the applicable Statement of Work) and other deliverables are based upon information which is proprietary to Contractor and contained in Contractor's proprietary database, (ii) the contents of the database belong to Contractor solely, (iii) County's data will become part of the database, (iv) Contractor will code any presentation of County's data to preserve County's anonymity, and (v) the database will be used by Contractor in future consulting and benchmarking engagements.

6.4 County shall retain its rights in any proprietary material that County supplies to Contractor. If County provides Contractor with materials owned or controlled by County or with use of, or access to, such materials, County grants to Contractor all rights and licenses that are necessary for Contractor to fulfill its obligations under each Statement of Work for consulting services.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY

representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate

agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination

of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term “privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Information Technology
3450 14th Street
Riverside, CA 9250
Attn: PCS

CONTRACTOR

Gartner Inc.
56 Top Gallant Road
Stamford, CT 60902

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from and against any third party claims, demands, loss, damage or expenses (including reasonable attorney's fees and court costs) relating to bodily injury or death of any

person or damage to real and/or tangible personal property directly caused by the negligence or willful misconduct of the Contractor its personnel, or agents during the course of the Services under this Agreement.

21.2 Intellectual Property Indemnity – Upon notification of a claim against the County alleging any Contractor provided Deliverable infringe a copyright, patent, trade secret or other intellectual property right of any third party, Contractor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the County. Contractor will not indemnify the County however, if the claim of infringement is caused by (1) County's misuse or modification of the Deliverable; (2) County's failure to use corrections or enhancements made available by Contractor; (3) County's use of the Deliverable in combination with any product or opinion is likely to be, held to be infringing, Contractor shall at its expense and option either: (a) procure the right for County to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing, or (d) direct the return of the Deliverable and refund to County the fees paid for such Deliverable.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's

limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with an ACCORD certificate as proof of insurance. Additionally the CONTRACTOR shall employ commercial reasonable methods to advise the County of any Contractor decision to make any material change in its corporate insurance coverage thirty (30) days in advance of any proposed change.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance in regards to CONTRACTORS actions only.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. Limitation of Liability

Neither party shall be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages. Except for liability for personal injury or death or for damage to property caused by the negligence or willful misconduct of Contractor or its employees, Contractor's total liability arising out of this Agreement and the provision of the Services shall be limited to the fee paid by the County under this agreement.

24. Acceptance

Absent specific language in a SOW to the contrary, all Deliverables provided by Contractor to the County shall be deemed to be accepted within 30 days of receipt by the County unless Contractor receives written notice of non-acceptance within 30 days after delivery. Any notice of non-acceptance must state in reasonable detail how the Deliverables did not conform to the Statement of Work and Contractor shall use

its reasonable business efforts to correct any deficiencies in the Deliverables so that they conform to the Statement of Work.

25. Warranty

Gartner warrants that its Services will be performed in a professional and workmanlike manner. Unless otherwise agreed in an SOW, Gartner agrees to re-perform any Services not in compliance with this warranty brought to its attention in writing within thirty (30) days after those Services are performed. Additionally, Gartner warrants that its Deliverables which are original content shall materially conform to the relevant contract specifications upon delivery to Client. Gartner agrees to correct any such Deliverable not in compliance with this warranty brought to its attention in writing within 30 days after delivery of such Deliverable to Client. THIS SECTION IS GARTNER'S ONLY EXPRESS WARRANTY CONCERNING THE SERVICES, ANY DELIVERABLES AND ANY WORK PRODUCT, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT OR OTHERWISE.

26. No 3rd Party Beneficiaries

This Agreement is for the benefit of the parties only. None of the provisions of this Agreement are for the benefit of, or enforceable by, any third party. It is the intention of Contractor and County that no third party shall have the right to (i) rely on the consulting services provided by Contractor or (ii) seek to impose liability on Contractor as a result of the consulting services or any Deliverables furnished by Contractor to County.

27. General

27.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

27.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any

terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

27.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

27.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

27.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

27.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

27.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

27.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

27.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

27.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

27.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

27.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

Board of Supervisors
4080 Lemon Street
Riverside, CA 92501

CONTRACTOR:

Gartner Inc.
4501 North Fairfax Drive – 8th Floor
Arlington, VA 22203

Signature: _____

Signature: _____

Marion Ashley
Chairman of the Board of Supervisors
County of Riverside County
April ____, 2015

Phillip A. Cummings
Sr. Director

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis DATE 4/2/15

EXHIBIT A -1

PHASE 1

SCOPE OF SERVICE

- 1.0 CONTRACTOR to conduct a current state assessment that provides expertise and reliable, fact-based information on the state of the consolidation efforts with the intent to achieve alignment between Riverside County Information Technology (RCIT) and its business partners on strategic goals for the COUNTY's technology needs.
- 2.0 COUNTY Information Technology Environment: The COUNTY of Riverside is located in Southern California and borders with Orange County, San Diego County, Imperial County and San Bernardino County as well as with the State of Arizona. With a population of 2.2 million and its size of over 7,200 square miles, Riverside is one of California's largest Counties (ranked #4 both by population and size). Despite the recent downturn, Riverside County belongs to the fastest growing Counties in the State and forecasters predict that by 2020 the population of Riverside County may reach more than 4 million.
 - 2.1 Additional information about the COUNTY can be found at www.co.riverside.ca.us.
 - 2.2 In an effort to reduce cost and improve IT services to County departments, the County Board of Supervisors (Board) and County Executive Officer (CEO) directed RCIT in 2012 to review and then implement a Consolidation of Technology Services for 26 departments. The Project is on-going and nearing completion of the Phase 1, which is the consolidation of staff and services. The project has two more phases: Phase 2 – Infrastructure (end June 2015) and Phase 3 Applications (end June 2017).
 - 2.2.1 While the consolidation appears to have achieved at least some of the envisioned cost savings, user satisfaction seems to have decreased and RCIT is struggling to meet all its demands and commitments with the current staffing and skills available.
 - 2.3 In addition to the Consolidation effort, RCIT has experienced leadership turnover, increased demand from business stakeholders to take on large enterprise projects (e.g. EHR, PeopleSoft upgrade, etc.) and other challenges over the past years.
- 3.0 As the consolidation effort reaches its midpoint, Riverside County has asked CONTRACTOR to provide expertise and reliable, fact based information on the state of the consolidation effort and to achieve alignment between RCIT and its business partners on strategic goals for the County's technology needs.
 - 3.1 Phase 1: Assess RCIT IT Service Delivery Maturity and develop an Action Plan for the next 3 – 6 months
 - 3.1.1 Re-visit, clearly document and communicate the expected (and achieved benefits) of the consolidation initiative
 - 3.1.2 Conduct a "Health Check" of the consolidation initiative, identify strengths and weaknesses of current service delivery and create a plan of action for next steps
 - 3.1.3 Validate the benefits of consolidation efforts to date
 - 3.1.4 Identify challenges and mitigation measures

3.1.5 Develop an Action Plan to address imminent needs and capitalize on “low hanging” improvement opportunities

3.2 Phase 2: Develop an IT Strategic Plan with defined initiatives and roadmap taking into account the following:

3.2.1 Current and future business demand and drivers

3.2.2 Current RCIT skills and staffing

3.2.3 Governance, IT operating model and technology capabilities

This two phased approach will allow RCIT to quickly address the current “consolidation fatigue” while setting the foundation for a sustainable, long term approach to manage the strategic IT needs of The County.

At the sole discretion of the County, Phase 2 can be augmented with additional in-depth benchmarking services including Detailed Skills Assessment, IT Business Effectiveness Survey and Detailed Benchmark Analysis of RCIT and additional departments (at the same level of detail as the 2010 engagement).

4.0 PHASE 1 – PROCESS MATURITY ASSESSMENT AND SHORT TERM ACTION PLAN

The CONTRACTOR is to assess the current state and develop a short term action plan.

4.1 STEP 1 ACTIVITIES – PROJECT INITIATION

<p>Objective:</p> <ul style="list-style-type: none"> • Position the engagement for success through Engagement Planning and Kick-off activities • Work with RCIT to set the foundation for a successful engagement that is delivered on time, within budget and meets RCIT’s objectives. • Initiate data collection and document review tasks. <p>Activities performed by CONTRACTOR:</p> <ul style="list-style-type: none"> • Review relevant documentation prior to the Engagement Readiness Assessment • Develop Engagement Readiness Assessment and Planning Presentation • Develop draft Kickoff Presentation • Facilitate Engagement Readiness Assessment and Planning sessions • Develop Engagement Work Plan and Schedule • Develop Engagement Readiness 	<p>Deliverable(s):</p> <ul style="list-style-type: none"> • Status Reports (ongoing) • Engagement Kickoff Presentation in MS PowerPoint Format • Final Engagement Work Plan and Schedule in MS Project Format <p>Time frame:</p> <ul style="list-style-type: none"> • Week 1 <p>Assumptions</p> <ul style="list-style-type: none"> • Riverside County will provide all necessary documents for review during week 1
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<p>Assessment Findings and Action Items Report</p> <ul style="list-style-type: none"> • Update draft Kickoff Presentation <p>Riverside County responsibilities:</p> <ul style="list-style-type: none"> • Identify a dedicated Project Manager • Provide requested documentation to CONTRACTOR • Schedule meeting with Riverside County Participants • Provide Meeting Facilities • Actively participate in Readiness Assessment and Project Planning meetings • Review the draft Kickoff Presentation and provide feedback • Review the draft Engagement Work Plan and Schedule and provide comments/suggestions for revision • Confirm key milestone dates 	
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4.2 STEP 2 ACTIVITIES – FACT FINDING

<p>Objective:</p> <p>Review IT process documentation and conduct interviews to collect information necessary for the analysis and findings report.</p> <p>Activities performed by CONTRACTOR:</p> <ul style="list-style-type: none"> • Conduct Interview Sessions and Document Findings • Administer IT Process Maturity Survey and Analyze Results for Consistency • Identify Peer Group(s) for Comparison <p>Riverside County responsibilities:</p> <ul style="list-style-type: none"> • Provide facilities for the meeting and schedule the participants 	<p>Deliverable(s):</p> <ul style="list-style-type: none"> • Interview Findings and Themes • IT Process Survey in either MS Excel Format or Web based <p>Time frame:</p> <ul style="list-style-type: none"> • Weeks 1-3 <p>Assumptions</p> <ul style="list-style-type: none"> • CONTRACTOR will conduct 6 – 10 days of individual or group interviews with business unit executives from all 27 departments and RCIT leadership over a period of two to three weeks. In addition, CONTRACTOR will conduct interviews with the 7 IT
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<ul style="list-style-type: none"> Identify the resources that will be available for this project and confirm their commitment 	<p>departments not yet consolidated</p>
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4.3 STEP 3 ACTIVITIES – CONDUCT ASSESSMENT

<p>Objective: Analyze the findings from the Data Gathering phase, conduct assessment and develop Findings and Recommendation report.</p> <p>Activities performed by CONTRACTOR:</p> <ul style="list-style-type: none"> Assess and Analyze Survey Results Assess and Analyze Process Documentation and Artifacts Document Findings and Recommendations <p>Riverside County responsibilities:</p> <ul style="list-style-type: none"> Provide facilities for the meeting and schedule the participants Identify the resources that will be available for this project and confirm their commitment 	<p>Deliverable(s): Initial Findings and Recommendation Report</p> <ul style="list-style-type: none"> Initial Findings and Recommendations Report <p>Time frame:</p> <ul style="list-style-type: none"> Weeks 4-6 <p>Assumptions</p> <ul style="list-style-type: none"> County staff will complete the Customer Satisfaction Survey
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4.4 STEP 4 ACTIVITIES – INITIAL FINDINGS AND RECOMMENDATION PRESENTATION

<p>Objective:</p> <ul style="list-style-type: none"> Based on the findings, articulate a short term Findings and Recommendations Report including an Action Plan on how to address the most pertinent issues. Develop Executive Presentation materials for presentation key County stakeholders (Business, IT and Executive management). 	<p>Deliverable(s):</p> <ul style="list-style-type: none"> 3 – 6 month Action Plan for RCIT Executive Briefing – a summary version of the findings from the Customer Satisfaction Survey and Action Plan. <p>Time frame:</p> <ul style="list-style-type: none"> Weeks 6-7
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<p>Activities performed by CONTRACTOR:</p> <ul style="list-style-type: none"> • Develop an Action plan for RCIT to address the most important issues and challenges • Articulate findings from Health Check and Customer Satisfaction Survey in an executive briefing report • Where appropriate, compare current findings with CONTRACTOR benchmark and customer satisfaction survey conducted in 2012 • Develop Initial Findings and Recommendations Workshop Presentation Materials and Handouts • Conduct Initial Findings and Recommendations Workshop <p>Riverside County responsibilities:</p> <ul style="list-style-type: none"> • Provide facilities for the meeting and schedule the participants • Identify the resources that will be available for this project and confirm their commitment • Schedule Riverside County participants meetings • Review and approve CONTRACTOR Deliverables 	
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4.5 STEP 5 ACTIVITIES – FINAL REPORT

<p>Objective: Finalize and Present Findings</p> <p>Activities performed by CONTRACTOR:</p> <ul style="list-style-type: none"> • Develop Final Findings Report Workshop Presentation Materials and Handouts 	<p>Deliverable(s):</p> <ul style="list-style-type: none"> • Final Assessment Report Findings and Recommendations <p>Time frame:</p> <ul style="list-style-type: none"> • Week 8
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<ul style="list-style-type: none">• Conduct Final Findings Report Workshop <p>Riverside County responsibilities:</p> <ul style="list-style-type: none">• Provide facilities for the meeting and schedule the participants• Identify the resources that will be available for this project and confirm their commitment• Review and approve CONTRACTOR Deliverables	
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EXHIBIT A-2

PHASE 2

SCOPE OF SERVICE

1.0 PHASE 2 - IT STRATEGIC PLAN DEVELOPMENT. During this Phase, the CONTRACTOR is to develop a future needs analysis / vision statement for the next three-to-five years that includes the business goals / vision, IT imperatives and linkage to business goals / vision, and strategic objectives and IT requirements.

1.1 STEP 1 ACTIVITIES – PROJECT INITIATION

<p>Objective:</p> <p>Work closely with RCIT to set the foundation for a successful engagement that is delivered on time, within budget and meets RCIT's objectives. Initiate data collection and document review tasks.</p> <p>Activities performed by CONTRACTOR:</p> <ul style="list-style-type: none">• CONTRACTOR will hold a kickoff meeting with RCIT to ensure understanding of the project objectives, scope, schedule, and milestones, roles, responsibilities and required resources for CONTRACTOR and RCIT. CONTRACTOR will also discuss anticipated risks and mitigation plans, based on lessons learned from past experience. CONTRACTOR will gather any relevant background material from RCIT.• Project management kick-off focusing on:• Project logistics/ participants• Initial document request• Identify interview candidates• Initial on-site/ interview schedule request• CONTRACTOR review of initial relevant documentation including	<p>Deliverable(s):</p> <ul style="list-style-type: none">• Status Reports (ongoing)• Project kick off deck including:• Project Scope and Objectives• Project Schedule• Project Organization, Roles and Responsibilities• Work Plan• Deliverables List• Communication Plan• Risk Management <p>Time frame:</p> <ul style="list-style-type: none">• Week 1 <p>Assumptions</p> <ul style="list-style-type: none">• PM kickoff conducted via teleconference• Executive kickoff conducted on-site• Riverside County will provide all necessary documents for review during week 1
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<p>strategic plans and department metrics (as available)</p> <ul style="list-style-type: none"> • Provide Riverside County with an orientation of data gathering necessary for the Skills and IT Budget Assessments as well as IT Customer Satisfaction Survey if Riverside County intends to include these options in the scope of work. • On-site executive/ stakeholder project kick-off <p>Riverside County responsibilities:</p> <ul style="list-style-type: none"> • Identify a dedicated Project Manager • Provide requested documentation to CONTRACTOR • Schedule meeting with Riverside County Participants • Provide Meeting Facilities 	
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1.2STEP 2 ACTIVITIES – UNDERSTAND BUSINESS DEMAND (FUTURE NEEDS ANALYSIS)

<p>Objective:</p> <ul style="list-style-type: none"> • Develop an understanding of the business strategy and imperatives. Understand business context in sufficient detail to determine role and requirements for IT. • Identify the Key Business Imperatives the IT Roadmap must support • Identify Guiding Principles if appropriate. <p>Activities performed by CONTRACTOR:</p> <ul style="list-style-type: none"> • Conduct primary interviews with business executives and IT leadership; identify and document key imperatives and goals 	<p>Deliverable(s):</p> <ul style="list-style-type: none"> • Vision Statement for the next three to five years, including: • Business Goals/ Vision • IT imperatives and linkage to Business Goals / Vision • Strategic Objectives and IT Requirements <p>Time frame:</p> <ul style="list-style-type: none"> • Weeks 2-4 <p>Assumptions</p> <ul style="list-style-type: none"> • CONTRACTOR will conduct 6 – 10 days of individual or group interviews
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<ul style="list-style-type: none"> • Review existing documentation, including results from internal IT review, existing technology plans, overviews of major projects within RCIT, architecture diagrams, and other relevant documentation provided by Riverside County • Conduct follow-up interviews with IT departments that have not been consolidated yet. <p>Riverside County responsibilities:</p> <ul style="list-style-type: none"> • Provide relevant background documentation • Review findings and help refine; provide relevant context to assure accuracy of interpretation • Schedule participants for interviews and meetings, provide facilities 	<p>with business unit executives from all 27 departments and RCIT leadership over a period of two to three weeks. In addition, CONTRACTOR will conduct interviews with the 7 IT departments not yet consolidated</p>
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1.3 STEP 3 ACTIVITIES –

<p>Objective:</p> <ul style="list-style-type: none"> • Assess the gap between IT and IT capabilities with Riverside County’s strategic objectives to develop a clear understanding of needs. <p>Activities performed by CONTRACTOR:</p> <ul style="list-style-type: none"> • Document business and IT imperatives, IT vision, and IT operating principles • Review/ refine existing IT vision and draft operating principles • Document the linkages between the IT imperatives and business goals • Conduct Findings Workshop to review initial findings, clarify the Key 	<p>Deliverable(s):</p> <ul style="list-style-type: none"> • Documented Guiding Principles (if applicable) • Documented Initial Findings <p>Time frame:</p> <ul style="list-style-type: none"> • Weeks 4-6 <p>Assumptions</p> <ul style="list-style-type: none"> • CONTRACTOR will conduct one on-site (1) Findings Workshop
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<p>Business Imperatives and confirm CONTRACTOR’s understanding of the strategic context and current state.</p> <p>Riverside County responsibilities:</p> <ul style="list-style-type: none"> • Provide relevant background documentation • Review findings and help refine; provide relevant context to assure accuracy of interpretation • Schedule participants for interviews and meetings, provide facilities 	
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1.4STEP 4 ACTIVITIES – ASSESS CAPABILITIES AND PROGRESS ON CURRENT IT INITIATIVES

<p>Objective:</p> <ul style="list-style-type: none"> • Assess the IT capabilities in people, process and technology in order to assess the gaps to meet Riverside County’s strategic objectives. This task includes an assessment of both IT architecture and service delivery. <p>Activities performed by CONTRACTOR:</p> <ul style="list-style-type: none"> • Conduct survey for IT Key Metric Data related to staffing and spending figures • Develop draft assessment that evaluates Riverside County’s current people, processes and technology and identify potential improvements • The assessment of people will evaluate if any key roles are not filled and validate that all key functions are addressed by the appropriate staff resources • Conduct a half-day Strategy Workshop to review, validate and refine assessment results. • Conduct a Skills Assessment survey – 	<p>Deliverable(s):</p> <ul style="list-style-type: none"> • IT Key Metrics Cost Comparison • Gap Analysis of Individual Business and IT Functions • Detailed Skills Assessment (optional) • IT Business Effectiveness Survey (optional) <p>Time frame:</p> <ul style="list-style-type: none"> • Weeks 4-8 <p>Assumptions</p> <ul style="list-style-type: none"> • CONTRACTOR will conduct one (1) half-day IT Strategy Workshop (combined for all work streams).
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<p>this solution will cover a detailed role-by-role competency assessment compared to equivalent IT resources from peer organizations</p> <ul style="list-style-type: none"> • Conduct the IT Business Effectiveness Survey – this solution includes a survey tool with an analytical assessment output that captures the effectiveness/alignment of IT with the organizations’ business unit requirements and provide provides a benchmark to define the meaning of survey scores • Conduct an IT Customer Satisfaction Survey - this solution includes a survey tool with an analytical assessment output that captures end users’ satisfaction with IT services and support, and provides a benchmark to define the meaning of survey scores <p>Riverside County responsibilities:</p> <ul style="list-style-type: none"> • Schedule Riverside County participants for workshop, ensure attendance • Complete surveys in a timely manner 	
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1.5STEP 5 ACTIVITIES – DETERMINE REQUIRED ACTIONS

<p>Objective:</p> <ul style="list-style-type: none"> • Aggregate individual Improvement Opportunities into strategic initiatives and clarify the high-level details of each initiative. <p>Activities performed by CONTRACTOR:</p> <ul style="list-style-type: none"> • Develop “Improvement Scenarios” that aggregate individual improvement opportunities into strategic initiatives. • Clarify the key details of each initiative including objectives, scope, high-level 	<p>Deliverable(s):</p> <ul style="list-style-type: none"> • Improvement Scenarios • Clarifies how Project Concepts will be bundled for execution. • Combines Project Concepts that provide the same business benefit or should logically be implemented together • High-Level Enterprise Architecture • A diagram that explains the major technical components and integration approach (i.e., “City Plan”)
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<p>plan and estimated cost.</p> <ul style="list-style-type: none"> • Develop a high-level architecture (“City Plan”) that explains the major components in the future-state environment. • Prioritize the initiatives and validate the order with Riverside County • Conduct an Implementation Planning Workshop to review, validate and refine the draft implementation plan. <p>Riverside County responsibilities:</p> <ul style="list-style-type: none"> • Participate in Implementation Planning Workshop 	<ul style="list-style-type: none"> • Mini Charters • Document objectives, scope, high-level plan, roles and responsibilities, benefits, cost and risk of individual initiatives that will be undertaken to implement the future-state vision <p>Time frame:</p> <ul style="list-style-type: none"> • Weeks 7 – 9 <p>Assumptions</p> <ul style="list-style-type: none"> • Architecture assessment will focus on developing high-level diagram that outlines the major components needed to capture the future environment • CONTRACTOR will conduct one (1) on-site presentation to review the recommendations
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1.6 STEPS 6 &7 ACTIVITIES – DEVELOP ROADMAP AND EXECUTIVE BRIEFING

<p>Objective:</p> <ul style="list-style-type: none"> • Articulate an agreed upon IT roadmap that enables the business strategy and communicate summary findings and proposed plan to key business and IT stakeholders. • Compile findings and recommendations in a succinct, actionable IT Strategic Plan document that includes mini charters of key IT initiatives • Help build consensus for the final report and recommendations. • Create a briefing documents for presentation to Riverside County’s Board of Directors, Business and 	<p>Deliverable(s):</p> <ul style="list-style-type: none"> • Final Report that explains the overall result including Key Business Imperatives, Current State Assessment, Improvement Plan, Improvement Roadmap and Next Steps. The report will also include appendices with information from the prior workshops. This includes an assessment of current IT initiatives and recommendations for continuation and mini-charters that explains the details of roadmap initiatives. • Executive Briefing – a summary version of the final report.
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<p>Executive management</p> <p>Activities performed by CONTRACTOR:</p> <ul style="list-style-type: none">• Summarize recommendation into a three to five year plan/ roadmap• Clarifies how Project Concepts will be bundled for execution based on similar business benefits or logically sequencing• Develop Executive Briefing document• Deliver Executive Briefing to Executives and other key stakeholders• Riverside County responsibilities:• Schedule Riverside County participants for interviews and meetings• Review and approve CONTRACTOR Deliverables	<p>Time frame:</p> <ul style="list-style-type: none">• Weeks 10 – 12 <p>Assumptions</p> <ul style="list-style-type: none">• Final briefing to RCIT will be conducted on-site and will include all relevant components of the final report for each work stream• As needed, CONTRACTOR will conduct additional briefings to the Technology Steering and Oversight Committee (TSOC)
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EXHIBIT A-3

ASSUMPTIONS FOR ALL SERVICES

The deliverables, schedule and pricing in this proposal are based on the following assumptions:

- Riverside County Participation
 - Riverside County will designate a project manager to act as the primary point of contact for this project. The Riverside County project manager will be expected to work closely with the CONTRACTOR employees as needed and will: (a) approve project priorities, detailed task plans and schedules; (b) facilitate the scheduling of CONTRACTOR interviews with appropriate client personnel; (c) notify CONTRACTOR in writing of any project or performance issues; and (d) assist in resolving project issues that may arise.
 - The work effort described in this proposal assumes that Riverside County personnel are available to assist in the project as defined in this Proposal. In the event that Riverside County personnel are not available, a change of scope may be necessary.
 - Riverside County will review and approve documents within five business days. If no formal approval or rejection is received within that time, the deliverable is considered to be accepted by Riverside County.
 - Riverside County is to schedule Riverside County resources for project activities and provide meeting facilities as necessary.
 - Riverside County personnel will be made available per the final project schedule
- Data Collection
 - The due diligence (as-is) data are reasonably available via interviews and documentation review.
 - Riverside County will provide timely access to all appropriate personnel to be interviewed. These personnel will have the ability to provide data necessary to complete this project, answer questions, provide existing documentation and attend working sessions.
 - Project pricing assumes that CONTRACTOR will conduct up to 30 executive takeholder and up to 10 IT stakeholder interviews over a period of 2 to 3 weeks and that Riverside County will arrange all sessions with Riverside County personnel.
 - All data collection and interviews/workshops will take place via telephone or in person at location as described in this proposal and/or as agreed to at the project kickoff.
- Key Personnel
 - The availability of key personnel provided in this proposal depends on the project start date. If the proposed individuals are not available on the desired start date, we

will work with Riverside County to identify alternative personnel with appropriate skills and background.

- Place of Performance
 - With the exception of on-site meetings and workshops, CONTRACTOR work will be performed at CONTRACTOR locations.
 - Office space, telephones and access to the open Internet will be made available to CONTRACTOR staff at Riverside County locations for on-site project time.
 - CONTRACTOR will have access to printing/copying services at Riverside County locations.
- Deliverables and Changes to Scope
 - Any requests for additional information (beyond the details described in the tasks above) that are made by Riverside County will be considered a change in scope for this engagement and will be handled accordingly.
 - All deliverables will be developed using Microsoft PowerPoint.
 - The scope of this engagement is defined by this Statement of Work. All Riverside County requests for changes to the SOW must be in writing and must set forth with specificity the requested changes. As soon as practicable, CONTRACTOR shall advise Riverside County of the cost and schedule implications of the requested changes and any other necessary details to allow both parties to decide whether to proceed with the requested changes. The parties shall agree in writing upon any requested changes prior to CONTRACTOR commencing work.
 - As used herein, “changes” are defined as work activities or work products not originally planned for or specifically defined by this SOW. By way of example and not limitation, changes include the following:
 - Any activities not specifically set forth in this SOW
 - Providing or developing any deliverables not specifically set forth in this SOW
 - Any change in the respective responsibilities of CONTRACTOR and Riverside County set forth in this SOW, including any reallocation or any changes in engagement or project manager staffing
 - Any rework of completed activities or accepted deliverables
 - Any investigative work to determine the cost or other impact of changes requested by Riverside County.
 - Any additional work caused by a change in the assumptions set forth in this SOW.
 - Any delays in deliverable caused by a modification to the acceptance criteria set forth in this SOW.
 - Any changes requiring additional research analyst time or changes to research analyst resources.

EXHIBIT B

PAYMENT PROVISIONS

Consultant Deliverables – PHASE 1 Maturity Assessment and Action Plan	Cost
Milestone 1 – Project Initiation	\$15,000
Milestone 2 – Fact Finding	\$40,000
Milestone 3 – Assessment, including: <ul style="list-style-type: none">• Customer Satisfaction Survey• IT Service Delivery Maturity Assessment	\$50,000
Milestone Steps 4 and 5– Initial Findings Report and Final Report, including: <ul style="list-style-type: none">• Short Term Action Plan	\$45,000
Total	\$150,000

Consultant Deliverables PHASE 2 – IT STRATEGIC PLAN (OPTIONAL)	Cost
Milestone 1 – Project Initiation	\$15,000
Milestone 2 – Understand Business Demand, including: <ul style="list-style-type: none">• Future Needs Analysis• County Business Requirements	\$60,000
Milestone 3 – Determine IT Direction, including: <ul style="list-style-type: none">• IT Imperatives• IT Vision	\$50,000
Milestone 4 – Assess Capabilities, including: <ul style="list-style-type: none">• IT Key Metrics comparison• Capabilities Assessment Workshop	\$45,000
Milestone 5 – Determine Required Actions, including: <ul style="list-style-type: none">• Improvement Scenarios• Information Technology Initiatives	\$55,000
Milestone 6 & 7 – Develop Roadmap and Executive Briefing, including: <ul style="list-style-type: none">• IT Strategic Plan• Implementation Roadmap• Executive Briefing	\$25,000
Total	\$250,000

Phase 2 quotes are valid for 60 days after completion and acceptance of Phase 1 deliverables by the County.