

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

801



FROM: Riverside County Information Technology

SUBMITTAL DATE:
August 18, 2015

SUBJECT: Approve and Execute the Agreement with Graviton Consulting Services, Inc., for PeopleSoft Financial Management System AP Workflow and 1099 Reporting Implementation: All Districts [\$126,960 - 10000-110100000-521640].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the agreement with Graviton Consulting Services, Inc., for PeopleSoft Financial Management System AP Workflow and 1099 Reporting Implementations Services in the total aggregate amount of \$110,400 for six months, and;
2. Approve a 15% (\$16,560) contingency for unknown discoveries after performance of fit gap analysis and authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding, to sign amendments that do not change the substantive terms of the agreement, as approved by County Counsel.

BACKGROUND:

Summary
(Continued on page 2)

Steve Reneker
Chief Information Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 126,960	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 126,960	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: 10000-110100000-521640
Budget Adjustment: No
For Fiscal Year: 15/16

C.E.O. RECOMMENDATION: APPROVE
 BY:
 County Executive Office Signature Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

PURCHASING & FLEET SERVICES: Lisa Brandl, Director
 FORM APPROVED COUNTY COUNSEL: JAMES E. BROWN, DATE: 8/15/15
 Departmental Concurrence

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

Prev. Agn. Ref.: | **District:** All | **Agenda Number:**

3-96

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approve and Execute the Agreement with Graviton Consulting Services for PeopleSoft
Financial Management System AP Workflow and 1099 Reporting Implementation. All Districts.**

[\$126,960 – 10000-110100000-521640]

DATE: August 18, 2015

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

In 2001, the County replaced its aging financial management information system with the PeopleSoft Financial Management system, an automated fiscal and procurement tool.

Financial constraints at the time of system purchase prevented purchase of all of the desired functionality. One element that was omitted was 1099 reporting software. To provide for this required reporting, the County implemented a shadow system known as Tax Port, which provided a temporary, lower cost solution. The annual Tax Port support renewal, in the amount of \$19,000, is coming due, so the department recommends implementing the PeopleSoft solution in lieu of the Tax Port renewal. In addition to the renewal cost, RCIT would save approximately \$23,280 on internal staff who support the Tax Port system and the Auditor-Controller's Office and DPSS together would save approximately \$77,750 for staff responsible for reconciling Tax Port with the PeopleSoft vendor database and ensuring accuracy in the transfer of data between the two systems. These efforts would be completely eliminated through migration to the PeopleSoft 1099 reporting solution.

Another element excluded from the purchase was the accounts payable workflow functionality. Implementing this capability now would provide cost savings through an automated approvals process, including notification via email or task list of pending items, electronic signature and integration with other modules, for example asset management and the purchase order system. Currently, these are manual, multi-step processes; automating them will enable faster payments to vendors and increase staff productivity/streamline duties.

The responsive and responsible bidder is Graviton Consulting Services, with a cost of \$110,400 for implementation of both the 1099 reporting and automated accounts payable functionality, broken down as \$82,800 for 1099 reporting and \$27,600 for accounts payable workflow functionality. The vendor anticipates completing this work within six months.

In Fiscal Year 14/15, the Executive Office identified these systems as priorities and set-aside funds for these two improvements (budgeted in FY 15/16—10000-1100100000-521640, Maintenance-software). No additional costs are associated with purchase or implementation; however, \$16,560 is recommended for project contingency, bringing the total implementation cost to \$126,960, almost fully off-set by \$120,030 estimated savings for the 1099 reporting element, alone.

Impact on Residents and Businesses

There is no negative impact on residents.

Contract History and Price Reasonableness

County Purchasing issued RFP #ITARC-330 and the notification was sent to over 237 companies. Through this competitive bid process, six (6) bids were received ranging from \$102,600 to \$886,400. The proposals were reviewed by an evaluation team consisting of personnel from the Auditor Controller and RCIT. The evaluation team reviewed and scored each proposal based on the bidder's overall responsiveness to the RFP's technical requirements covering the scope of service, resources, and overall cost. The top three bidders that scored high on technical requirement were CherryRoad Technologies, GNC Consulting, and Graviton Consulting Services, Inc. As a result, these three bidders were given the opportunity to submit their Best and Final Offer (BAFO) to the County, ranging from \$110,400 to \$474,560. The evaluation committee recommends the award to Graviton Consulting Services, Inc., as the most responsive/responsible bidder for the total aggregate amount of \$110,400.

Attachment:

Agreement with Graviton Consulting Services, Inc.

PROFESSIONAL SERVICE AGREEMENT

for

PEOPLESOFT FINANCIAL MANAGEMENT SYSTEM SERVICES INCLUDING:

ACCOUNTS PAYABLE WORKFLOW IMPLEMENTATION SERVICES

AND

1099 REPORTING FUNCTIONALITY IMPLEMENTATION

between

COUNTY OF RIVERSIDE

and

GRAVITON CONSULTING SERVICES, INC.



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance	3
3. Compensation	3
4. Alteration or Changes to the Agreement	5
5. Termination.....	5
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor	6
8. Inspection of Service: Quality Control/Assurance	7
9. Independent Contractor/Employment Eligibility.....	7
10. Subcontract for Work or Services.....	9
11. Disputes	9
12. Licensing and Permits	9
13. Use by Other Political Entities.....	10
14. Non-Discrimination	10
15. Records and Documents	10
16. Confidentiality	10
17. Administration/Contract Liaison	11
18. Notices	11
19. Force Majeure.....	11
20. EDD Reporting Requirements	11
21. Hold Harmless/Indemnification.....	12
22. Insurance	13
23. General	15
Exhibit A-Scope of Service and Payment Provision	18
Exhibit B – Payment Provisions	29

This Agreement, made and entered into this 18th day of August, 2015, by and between Graviton Consulting Services, 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 specified in Exhibit A, consisting of ten (10) pages, at the all-inclusive price as outlined in Exhibit B, consisting of one (1) page, the terms of which are incorporated into this Agreement.

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, the terms of which are incorporated into this Agreement. CONTRACTOR is not to perform services or provide products outside of the Agreement, without the written consent of the COUNTY.

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 continues in effect through February 28, 2016, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. 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. Maximum payments by COUNTY to CONTRACTOR shall not exceed a total fixed cost of one hundred ten thousand four hundred dollars (\$110,400) including all expenses to complete the scope of service specified in Exhibit A. 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 term of this Agreement (If applicable).

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working 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

Attn: Account Payable

3450 14th Street

Riverside, CA 92501

- 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-91800-001-12/16); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

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 June 30 of each calendar 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 deemed terminated, have no further force, and effect.

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. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 CONTRACTOR may terminate this Agreement without cause upon 180 days written notice served upon the COUNTY stating the intent and effective date of termination. CONTRACTOR will return funds to COUNTY on a pro-rata basis, if applicable.

5.3 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.4 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 materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.5 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.6 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.7 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.

5.8 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 The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

6.2 Notwithstanding the foregoing, CONTRACTOR shall retain ownership of all knowledge, techniques, procedures, routines, templates and methods which have been developed by CONTRACTOR in its regular course of business and not for specific use in performance of this Contract, and used in the provision of services (“Contractor Tools”). CONTRACTOR shall grant the COUNTY, upon full payment, a perpetual, irrevocable, non-assignable, non-exclusive license to all Contractor Tools that CONTRACTOR embeds in or provides with any work product or that are otherwise used in connection with the 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 during business hours with reasonable advance notice. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The parties 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; information or data which is not subject to public disclosure; operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement. Such information shall not be disclosed to any third party without the other party's prior written consent, except as permitted under this Agreement or required by law.

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

Purchasing and Fleet Services
 Attn: Rick Hai
 2980 Washington Street
 Riverside, CA 92504

CONTRACTOR

Graviton Consulting Services, Inc.
 Attn: Vineet Srivastava
 8950 Cal Center Drive, Suite 255
 Sacramento, CA 95826

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. Upon receipt of notice of failure or delay in performance caused by the foregoing, performance time shall be considered extended for a period of time equivalent to the time lost as a result of any such delay.

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 any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

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. With respect 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 per occurrence and \$2,000,000 annual aggregate. 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 either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto

evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

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. General

23.1 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.

23.2 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.

23.3 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.

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

23.5 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.

23.6 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.

23.7 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.

23.8 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.

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

23.10 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).

23.11 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.

23.12 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:

CONTRACTOR:

Signature: _____

Signature:  _____
Vineet Srivastava (Aug 3, 2015)

Print Name: Marion Ashley

Print Name: Vineet Srivastava

Title: Chairman, Board of Supervisors

Title: President

Dated: _____

Dated: Aug 3, 2015

FORM APPROVED COUNTY COUNSEL
BY:  _____
NEAL R. KIPNIS DATE

Exhibit A Scope of Service

1.0 Background

This project (“project”) will implement Accounts Payable (AP) Workflow in PeopleSoft Financial Management System (FMS) 9.1 Maintenance Pack 13 (or current release) and implement 1099 reporting for calendar year 2016 using delivered FMS 9.1 and People Tool 8.54 1099 reporting capabilities.

The project will include Fit/Gap analysis, configurations, customizations, interfaces and reports, as needed. It will also include assessment and implementation of desired capabilities and improvements made available in FMS 9.1 and People Tool 8.54.

1.2 Purpose of Statement of Work

- 1.2.1 The services and product covered in this agreement is the PeopleSoft Financial Management System (FMS) 9.1 AP Workflow and 1099 Reporting Implementation Project which will be executed at the Riverside County Information Technology (RCIT) location at 3450 14th Street, Riverside, CA or as otherwise specified herein.
- 1.2.2 The scope of work (SOW) included consists of an implementation timeline, Fit/Gap analysis, design, retrofits, development, testing, cutover to final production move, sign off upon completed deliverables, and transfer of knowledge to COUNTY.
- 1.2.3 Transfer of knowledge includes the dissemination of information by CONTRACTOR to Riverside COUNTY functional and technical staff as it relates to FMS 9.1 AP Workflow and 1099 reporting, application configuration, integration tools, and maintenance of the new system by means of hands-on training, formalized meetings, and relevant documentation.

1.3 Job Titles:

- 1.3.1 **Project Management** – This generally includes those tasks and deliverables that address planning as well as monitoring and controlling processes. Project Management deliverables are generally the responsibility of the project managers.
- 1.3.2 **Application Upgrade** – This includes tasks and deliverables associated with the actual physical upgrade of the COUNTY’s database from the current version to the upgraded version.
- 1.3.3 **Functional** – This includes those tasks associated with the identification of requirements and all testing aspects for the upgrade. Functional deliverables are most often the responsibility of the CONTRACTOR functional application and COUNTY functional experts.
- 1.3.4 **Development** – This includes those tasks associated with the retrofit of technical development such as interfaces, customizations, and reports so that these elements continue to function in the upgraded version of the software. Development deliverables are typically the responsibility of the CONTRACTOR technical developers and COUNTY technical staff.

1.3.5 System Administration – This includes those tasks and deliverables that support the retrofit and upgrading of the PeopleSoft portal, security, and workflow. System Administration deliverables are generally the responsibility of the assigned CONTRACTOR technical staff and COUNTY designated technical staff.

1.3.6 Infrastructure – This includes those tasks and deliverables required to successfully upgrade the computing architecture including hardware, software, database, and network components. Infrastructure deliverables are most often the responsibility of the assigned CONTRACTOR system architect and database administrator or COUNTY infrastructure specialists.

2.0 CONTRACTOR Responsibilities

CONTRACTOR's Project Manager will work in conjunction with the COUNTY's Project Manager and be responsible to provide the following:

2.1 Planning

- a. Project kick-off call agenda & notes
- b. Project kick-off call facilitation
- c. Identify project team and define roles and responsibilities
- d. Resource scheduling
- e. Project Work Breakdown Structure

2.2 Execution

- a. Product tracking if applicable
- b. Project status call agenda and notes
- c. Weekly project status call facilitation
- d. Weekly project status report to include:
 - 1) Resource allocation
 - 2) Project milestones
 - 3) Issues / Risks / Escalations
 - 4) Project Team Priorities

2.3 Monitoring

- a. Project deliverable review
- b. Scope management
- c. Document project change requests
- d. Timeline
- e. Project performance
- f. Risk
- g. In scope and out of scope issues

2.4 Closing

- a. Project closure and acceptance processing to include:
 - 1) Knowledge transfer with a complete system documentation review to the COUNTY. Transfer of knowledge includes the dissemination of information by CONTRACTOR to the COUNTY technical staff as it relates to system installation, configuration, operation, management, and maintenance of the new system by means of hands-on training, formalized meetings, and relevant documentation.
 - 2) Document lessons learned.

2.5 AP Workflow:

- 2.5.1 Contractor shall provide consulting services to implement Accounts Payable (AP) Workflow in PeopleSoft Financial Management System (FMS) 9.1 Maintenance Pack 13 (or current release).
- 2.5.2 Perform a Fit/Gap Analysis and present its finding to COUNTY.
- 2.5.3 Perform design, configuration, development, and testing of new workflow.
- 2.5.4 Create Design Documentation for AP Workflow implementation that will detail steps to complete the project.

2.6 1099 Reporting:

- 2.6.1 Contractor shall provide consulting services to implement 1099 reporting in PeopleSoft Financial Management System (FMS) 9.1 Maintenance Pack 13 (or current release).
- 2.6.2 Perform Fit/Gap analysis and provide business process recommendations.
- 2.6.3 Participate and assist COUNTY with testing.

3.0 During the term of this project, the scope of services that the Contractor will provide are Accounts Payable (AP) workflow and 1099 reporting functionality implementations. CONTRACTOR will execute both requirements of this project in six different phases. The tables below provide detail list of deliverables in each phase:

3.1 Phase 1

Phase	Activity	Responsibility	Deliverables
Project Planning & Assessment	Project Initiation and Kick-Off	CONTRACTOR, COUNTY	<ul style="list-style-type: none"> • Project kickoff • Detailed project plan
	Project Planning	CONTRACTOR, COUNTY	
	Risk & Mitigation Planning	CONTRACTOR, COUNTY	
	Technical Infrastructure planning	CONTRACTOR, COUNTY	
	As-Is Process Study	CONTRACTOR, COUNTY	

3.2 Phase 2

Phase	Activity	Responsibility	Deliverables
Design	Fit-Gap sessions & fit-gap analysis documents	CONTRACTOR	<ul style="list-style-type: none"> Fit-Gap analysis document Data conversion plan
	Prepare To-Be documents	CONTRACTOR	
	Prepare list of customizations	CONTRACTOR	
	Sign-off on Fit-Gap & To-Be documents	COUNTY	
	Finalize Data conversion Strategy	CONTRACTOR	

3.3 Phase 3

Phase	Activity	Responsibility	Deliverables
Build	System build and design	CONTRACTOR	<ul style="list-style-type: none"> Configuration Design Documents Functional and Technical Design Document
	Development	CONTRACTOR	

3.4 Phase 4

Phase	Activity	Responsibility	Deliverables
Testing & Training	Unit Testing	CONTRACTOR	<ul style="list-style-type: none"> Unit test scripts UAT Test Results Deployment Plan Document Technical knowledge transfer documents (including routine maintenance & updates)
	System and Integration testing	CONTRACTOR / COUNTY	
	User Acceptance Testing (UAT)	CONTRACTOR / COUNTY	
	Sign-off UAT	COUNTY	
	Core user group training & knowledge transfer	CONTRACTOR / COUNTY	

3.5 Phase 5

Phase	Activity	Responsibility	Deliverables
Deployment	Go-live migration of code and configuration	CONTRACTOR/ COUNTY	• Go Live
	Data Conversion and Validation	CONTRACTOR / COUNTY	• Conversion Data Validation Report

3.6 Phase 6

Phase	Activity	Responsibility	Deliverables
Post Production Support	Technical and functional support for post go live issues	CONTRACTOR	• Issue Resolution

4.0 **Timeline and Resources**

In a collaborative effort, the COUNTY and CONTRACTOR will complete a FMS 9.1 AP Workflow and 1099 Reporting Implementations through this initiative. This timeline will be updated at the end of the Fit/Gap sessions to incorporate new module implementations and any needed updates.

4.1 AP Workflow Implementation

**County of Riverside - AP Workflow
Project Plan – Overview**

Tasks/ Milestones	Sep 2015	Oct 2015	Nov 2015	Resources	Hours
Project Initiation	➔			Gravton Project Manager	20
Fit/Gap	➔			Gravton Developer	80
Build Phase		➔		Gravton Functional Consultant	60
System Testing		➔		County's Functional Staff	80*
User Acceptance Testing			➔	County's Technical Staff	40
Training, Knowledge Transfer			➔		
FSCM Go-Live			➔		
Support			➔		

- County's Functional staff's time will be spent on attending requirement gathering meetings, reviewing the Functional design document, testing and knowledge transfer
- County's Technical staff's time will be spent on reviewing the Technical design document, testing and knowledge transfer

4.2 1099 Reporting Implementation

**County of Riverside - 1099 Reporting Implementation
Project Plan – Overview**

Tasks/ Milestones	Sep 2015	Oct 2015	Nov 2015	Dec 2015	Jan 2016
Project Initiation	➔				
Fit/Gap	➔				
Build Phase		➔			
System Testing			➔		
User Acceptance Testing				➔	
Training, Knowledge Transfer				➔	
FSCM Go-Live					➔
Support					➔

Resources	Hours
Graviton Project Manager	60
Graviton Developer	220
Graviton Functional Consultant	280
County's Functional Staff	260*
County's Technical Staff	120*

- County's Functional staff's time will be spent on attending requirement gathering meetings, reviewing the Functional design document, testing and knowledge transfer
- County's Technical staff's time will be spent on reviewing the Technical design document, testing and knowledge transfer

6.0 Staffing Requirement

6.1 COUNTY Resources:

- 6.1.1 Project Manager
- 6.1.2 Functional Staff
- 6.1.3 Technical Staff
- 6.1.4 Stakeholder Staff

6.2 CONTRACTOR Resources:

CONTRACTOR is assigning the following key individuals to the project:

- 6.2.1 Jay Proffitt – Project Manager
- 6.2.2 Vineet Srivastava – Technical Consultant
- 6.2.3 Amey Sathe – Functional Lead

The COUNTY has the right to review resource resumes and conduct interviews prior to start of work. The removal of any CONTRACTOR resource will be a joint decision between the COUNTY and CONTRACTOR. In the event of such a removal, as agreed to by both parties, there will be a two week transition period with the new resource before the current resource leaves, without additional cost to the COUNTY.

7.0 Quality Assurance

CONTRACTOR Project Manager will ensure that the Project objectives are being met and that the approach is refined whenever necessary. The following tools will be utilized for this purpose:

7.1 Weekly status meetings and project reviews

- 7.2 Weekly status reports and resource reviews
- 7.3 A Work Breakdown Structure (WBS) to serve as a basis for the detailed Project Plan
- 7.4 The Project Plan, developed in Microsoft Project
- 7.5 A clearly defined organizational structure

Project risks will be jointly monitored and mitigated by the joint project management team.

8.0 Project Reporting

The objective of project reporting is to communicate and review status, inform the team of upcoming events and milestones, and to identify and review project issues. Specifics on project reporting will be provided in the Project Standards and Procedures deliverable created during the Initiation Stage of the project.

9.0 Document Standards

CONTRACTOR and COUNTY project management teams will jointly develop document standards that will be used for all deliverables. Identification of documentation standards will include physical elements of the deliverables as well as the procedure for developing, updating, distributing, and archiving the documentation.

9.1 Project Control Documents

Project control documents are those documents established early in the Project that will provide the Project Team with a road map for completing the Project.

9.2 Statement of Work

The Statement of Work document is an attachment to the contract. The Statement of Work outlines the project scope, approach, protocols, timeline, and resources. The document serves as a guide for the project team.

The Statement of Work will only be amended following an agreement by both the COUNTY and CONTRACTOR that a key project variable should be changed, such as project scope, approach, protocols, timeline, or resources.

9.3 Project Scope Document

The project scope document is completed at the conclusion of the Planning and Analysis stage. This document incorporates the findings and recommendations based on Fit/Gap decisions, interfaces, reports and customization decisions. The project scope document also validates project tasks, timelines, approach, and assumptions.

The project scope document will further define and detail the scope of the project and upon its approval the project team will use this document as the basis for determining scope for the remainder of the project. Although major changes are not expected at this point, should changes in scope be necessary that have a material impact on schedule, cost, or resources, a change request will be created.

9.4 Updated Project Plan

The updated project plan lists all project tasks required to achieve the goals identified in the Statement of Work. The COUNTY and CONTRACTOR tasks, deliverables, and resources are included in the plan. The timeline and resources required to complete the tasks are

identified, and the dependencies between tasks are listed. The updated project plan is revised on a weekly basis as a means of tracking the team's progress relative to each project task. CONTRACTOR Project Manager is responsible for completing the weekly updates to the project plan. CONTRACTOR and COUNTY project management teams will jointly develop recommendations on ways to collect information needed for project plan updates.

10.0 Issues and Risks

The project team will utilize the Implementation Tracker Tool to track both issues and risks.

10.1 Issue and Risk Definition

An issue is defined as any realized concern, problem, or item impacting the project timeline, resources, or scope of work. Issues may be related to the application technology, business process, COUNTY policy, organizational structure, etc. Unrealized concerns, items, and potential problems are categorized as risks to the project which will be jointly monitored and mitigated by both the COUNTY project manager and CONTRACTOR project manager.

10.2 Issue and Risk Tracking

Upon identification of project issues and risks, team members are responsible for adding the issue or risk to the Implementation Tracker Tool. Both the COUNTY project manager and CONTRACTOR project manager will review issues and risks on a regular weekly basis during Project team meetings. CONTRACTOR project manager and the COUNTY project manager will collaboratively assign a priority to each issue and identify the individual(s) responsible for facilitating its resolution. During the critical stages of the project, both the COUNTY project manager and CONTRACTOR project manager will review the issues and risks on a daily basis.

11.0 Project Team Meetings

As part of the project standards and procedures deliverable, CONTRACTOR project manager and the COUNTY project manager will jointly determine specific resource meeting responsibilities and procedures. This will include project team, project manager, and individual team members meetings.

11.1 Weekly Project Status Meetings

Weekly project status meeting will be held involving team members from both the COUNTY and CONTRACTOR. These meetings will be facilitated by CONTRACTOR project manager and will allow the leads for each functional and technical area to communicate progress achieved in meeting milestones and raise issues that need to be addressed.

11.2 Project Manager Meetings

CONTRACTOR and COUNTY project managers meet on an as needed basis to discuss project tasks, timelines, issues, and risks.

11.3 Individual Functional / Technical Team Meetings

Functional and technical project team members will conduct on-going meetings throughout the project. Each CONTRACTOR team lead will facilitate the meetings by arranging dates, times, and locations. During the weekly project status meetings, each CONTRACTOR team lead will report the results of the earlier meetings to the project team.

12.0 Standard Assumptions

- 12.1 All documentation and materials will be developed in English. Only electronic copies will be delivered to the COUNTY. Any reproduction or printed hard copies are the responsibility of the COUNTY.
- 12.2 The COUNTY will provide CONTRACTOR with office space for work on-site, with access to telephones, printers, copiers, and the internet. CONTRACTOR will provide their own laptops for the project. All laptops need to have all of the appropriate software loaded, access to PeopleSoft and the COUNTY's email system. In addition, the laptops will be configured to be accessed remotely.
- 12.3 The COUNTY will provide full access to facilities necessary for the project. This includes full access to buildings and systems during and after normal business hours. No weekend or holiday access will be provided without prior arrangements by the COUNTY. CONTRACTOR will utilize VPN to access the system on weekends and holidays, if necessary.
- 12.4 The COUNTY will adhere to delivered functionality by changing business processes or utilizing workarounds when bridging any gaps, wherever possible. If gaps cannot be resolved without a modification, a change order procedure will be executed to determine if there is any effect on project timeframes and/or project costs.
- 12.5 The COUNTY will provide access to subject matter experts (SMEs). Selected SMEs will have the requisite authority to make decisions regarding module configuration, training curriculum, and materials content in their area of responsibility.
- 12.6 Members of the COUNTY's team will attend appropriate project team meetings to remain abreast of the system status, changes, and issues. This will help ensure that project scope changes, unexpected costs, delays, and schedule changes are avoided.
- 12.7 The COUNTY will provide classrooms for training and will take responsibility for ensuring that networked computers in the classrooms function properly. The COUNTY will also provide computer projection devices in each room and access to the training system.
- 12.8 The COUNTY's appointed resources are responsible for PeopleSoft security design and development with guidance from CONTRACTOR's project manager, technical lead, and/or module lead as necessary.
- 12.9 The COUNTY will dedicate resources charged with setting up/changing security as necessary for the successful completion of this project. CONTRACTOR resources will offer direction and guidance as necessary.
- 12.10 CONTRACTOR is not responsible for costs associated with PeopleSoft certification of the databases.
- 12.11 The COUNTY assumes the Fit/Gaps will be conducted for each of the in-scope process listed above during the beginning of the project.
- 12.12 CONTRACTOR will conduct Fit/Gaps in the initial phase of the project and provide the strategy for the overall implementation phase of the project, including conversions, workflows, retrofits, and configurations.
- 12.13 CONTRACTOR will provide the COUNTY business process owners advice and guidance on setup and deployment of existing modules and associated business processes.

- 12.14 CONTRACTOR will lead the COUNTY through the functional fit/gaps.
- 12.15 CONTRACTOR will provide resources consisting of Subject Matter Experts (skilled resources familiar with PeopleSoft FMS 9.1 and People Tools 8.54) (SME's) to provide guidance for business process development, to configure new functionality that replaces previously modified objects in PeopleSoft, perform thorough testing, and knowledge transfer.
- 12.16 All work will be performed at an agreed upon time between the COUNTY and CONTRACTOR.
- 12.17 Projected Start Date: The project is estimated to begin immediately upon execution of the agreement by both parties.
- 12.18 CONTRACTOR shall provide sufficient qualified resources to perform the full scope of services identified in this agreement.
- 12.19 Where CONTRACTOR has allocated resources for onsite project work, that work shall be performed at any one or more of the following COUNTY office locations (Monday – Friday).
- 12.19.1 Primary Work Locations:
- a) Project Management Activities, Meetings, Installation, Rollouts
 - b) Riverside County Innovation Center
3450 14th Street
Riverside, CA 92501
- 12.19.2 The list set forth above describes existing COUNTY offices. The COUNTY may add, close or relocate any COUNTY office and will notify CONTRACTOR of these changes in advance.
- 12.20 Contractor will utilize a Deliverable Expectation Document (DED) process to clarify mutual understanding of the desired content and format of each deliverable, in advance. This will ease the COUNTY deliverable review process, facilitate timely acceptance, and minimize project delays.
- 12.21 COUNTY will be responsible for data cleansing (if any) Contractor will assist the COUNTY in performing these tasks.
- 12.22 CONTRACTOR will deliver training guide, however, end user training is outside the scope of this proposal.
- 12.23 While present at COUNTY offices, all CONTRACTOR personnel or vendors shall abide by all COUNTY rules and regulations applicable to visitors at COUNTY offices and shall comply with the reasonable requests of COUNTY safety or security personnel.

13.0 The COUNTY Information Security Program

It is the policy of the COUNTY to protect COUNTY information in accordance with all applicable laws, governmental regulations and accepted best practices to minimize information security risk and verify the right information is available to the right people at the right time. To achieve this goal, the County Board of Supervisors authorizes the County Information Security Officer (CISO) to develop and maintain the COUNTY Information Security Program and requires all COUNTY departments to comply. CONTRACTOR is also required to comply with the COUNTY Information Security Program.

- A. The following information shall be provided by the COUNTY, and CONTRACTOR shall comply with the COUNTY Information Security Program:
- 1) The County Board of Supervisors Information Security Policy A-58 (Attachment A58)
 - 2) The COUNTY Information Security Program Framework. The Program Framework defines the program's Vision, Mission, and Roles and Responsibilities
 - 3) The COUNTY Information Security Risk Management Methodology. The Information Security Risk Management Methodology defines the processes for assessing, accepting, and mitigating information security risk.
 - 4) The County Information Security Standards. The Information Security Standards define the specific controls and processes required to mitigate information security risks.
 - 5) The County Information Security Specifications
 - 6) The County Information Security Office forms
- B. Mobile device users must authenticate just as normal endpoints would.
- C. All mobile device authenticated communications must be encrypted with, at a minimum, Secure Sockets Layer (SSL) or Transport Layer Security (TLS) with a bit length of 2048 bits or higher.
- D. CONTRACTOR and the COUNTY will jointly manage the overall project via a mutually agreed upon methodology.

**Exhibit B
Payment Provisions**

Line	Description	Cost	Hours Required
1	AP Workflow Implementation Services	\$27,600	160
2	1099 Reporting functionality Implementation Services	\$82,800	560
	Total fixed cost, including all expenses to complete the scope of service specified in Exhibit A.	\$110,400	
Additional work not specified in Exhibit A will be bill at the following all-inclusive hourly rates. Any additional work required will be by written approval by the County.			
	All Inclusive Hourly Rates	Hourly Rate	
1	Project Manager	\$175	80
2	Functional Consultant	\$160	340
3	Technical Consultant	\$140	300
4	QA Executive	\$100	
5	PM/1099 Functionality Lead	\$160	
6	AWE Functionality Lead	\$160	
7	Technical Lead	\$160	

Invoices will be billed per completion of the following phases and will be paid upon approval of COUNTY Project Manager in accordance with section 3 “Compensation” of this Agreement. CONTRACTOR may combine multiple completed phases on one invoice.

Line	Project Phase	Payments
1	Phase 1 in accordance with section 3.1 of Exhibit A	\$18,400
2	Phase 2 in accordance with section 3.2 of Exhibit A	\$18,400
3	Phase 3 in accordance with section 3.3 of Exhibit A	\$18,400
4	Phase 4 in accordance with section 3.4 of Exhibit A	\$18,400
5	Phase 5 in accordance with section 3.5 of Exhibit A	\$18,400
6	Phase 6 in accordance with section 3.6 of Exhibit A	\$18,400