

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

821



FROM: Economic Development Agency

SUBMITTAL DATE:

February 15, 2012

SUBJECT: Professional Services Contract with Tribridge for Software Development Services

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the professional services agreement with Tribridge for \$71,720;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise change orders for additional services exceeding the original time line of July 1, 2012, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed 10% of the original awarded amount of \$71,720; and

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 71,720	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 71,720	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: EDA/Facilities Management Administration Operating Budget	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY:
Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone and Benoit
Nays: None
Absent: Ashley
Date: February 28, 2012
xc: EDA, Auditor, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

3.27

Prev. Agn. Ref.:

District: ALL

Agenda Number:

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: 2/15/12
 DATE: 2-15-12
 PURCHASING: ANITA C. WILLIS
 DATE: 2-15-12
 PURCHASING:

Dept's Recomm.:
 Consent
 Policy
 Per Exec. Ofc.:
 Consent
 Policy

RECOMMENDED MOTION: (continued)

3. Direct the Clerk of the Board to return 4 original signed agreements.

BACKGROUND:

In an effort to find cost savings in accordance with the Safeguard County of Riverside Against Preventable Expenses (S.C.R.A.P.E.) program, Economic Development Agency (EDA) has sought to replace the current TRIRIGA system which costs the County in excess of \$500,000 a year to maintain with a more supportable and affordable system built on Microsoft Dynamics CRM 2011, which is part of the current Microsoft Enterprise Agreement.

TRIRIGA was purchased in 2011 by IBM Corporation and the licensing model has changed with increases to operating costs significantly over prior years. As well, IBM's roadmap for TRIRIGA indicates it will be merged with their asset-management software, *Maximo* in 2013 and then completely change to an entirely new product. This major change would require increased training costs and extended learning curves at a time when funding is at its lowest.

TRIRIGA is used by EDA as an integrated workplace management solution. It is used as the primary system for tracking the maintenance division's work requests, preventative maintenance schedules, purchase requests, timesheet and labor tracking for reporting into the PeopleSoft system used by OASIS. In addition, the project management office of EDA uses TRIRIGA for tracking all facets of county building projects, including expenditures and historical documentation. EDA's real estate division uses TRIRIGA as its system of record for all county building and land assets, including space management and plan tracking. Accounting & finance uses the system for area allocations, purchase requisitions, Form 5 approvals, vendor management, billing, reports, and data verification in PeopleSoft. Human resources and financial systems used by the county (used for small project requests).

In reviewing the proposal from Tribridge, all needs were met or exceeded. Tribridge is a Gold-certified Microsoft Partner and has extensive background in public-sector projects for the North Carolina Department of Crime Control and Illinois Department of Corrections as examples of their work to date.

Microsoft xRM is a platform which integrates seamlessly with the Microsoft Office Suite, using Outlook as its interface to greatly reduce the learning curve over other standalone software. It integrates tightly with SharePoint which is used heavily throughout EDA as its intranet and extranet. The Department of Public Social Services (DPSS) and Riverside County Information Technology (RCIT) have adopted Microsoft Dynamics as their platform of choice for software development.

(Continued)

PRICE REASONABLENESS:

On December 1, 2011, County Purchasing issued a Request for Proposal (RFP) for professional services to design a Computer-Aided Facilities Management system built on Microsoft Dynamics. The system would interface with PeopleSoft for accurate data collection and reporting. A mandatory Bidders' Conference was conducted on December 14, 2011, in which 5 firms were present. At the close of the bid on January 4, 2012, only one bid submitted by Tribridge, was received for \$71,720 with calls made by County Purchasing of the non-respondents. These firms stated they did not have the expertise working with TRIRIGA data which needed to be ported to the new system; therefore, based upon County Purchasing's policies and procedures, the proposed agreement constitutes a sole source agreement. The evaluation committee determined that Tribridge would provide the County with a computer-aided facilities management system built on Microsoft Dynamics at \$71,720.

The County's Purchasing Department concurs with this request.

Date: January 24, 2012

From: Robert Field, Assistant CEO - EDA Department/Agency: EDA

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Sole Source Procurement Request for Professional Services to Develop Facilities Maintenance module in Microsoft Dynamics xRM

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

Supply/Service being requested: Professional Services to Develop Facilities Maintenance module in Microsoft Dynamics xRM

- 1. Supplier being requested:** Tribridge
- 2. Alternative suppliers that can or might be able to provide supply/service:** Other firms exist, such as Madrona Solutions, Info Strat, CMC-America, and Neudesic. These firms chose not to submit to the RFP issued except for Tribridge
- 3. Extent of market search conducted:** Advertised an RFP for two (2) weeks to secure services. 5 attended the mandatory Bidders' Conference, but four (4) declined to bid, citing lack of experience with TRIRIGA.
- 4. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** The firm Tribridge has the ability to convert current TRIRIGA system to Microsoft Dynamics xRM platform which is available as part of the county's Enterprise Agreement with Microsoft. This firm has the familiarity with TRIRIGA in order to migrate the data into the new system.
- 5. Reasons why my department requires these unique features and what benefit will accrue to the county:** Currently EDA pays in excess of \$500,000 a year to maintain TRIRIGA. The cost of Microsoft Dynamics xRM is significantly less and is integrated into the Microsoft Office Suite so it's more familiar to operate. The development time on applications is faster since it is built on Microsoft standard architecture.
- 6. Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** On December 1, 2011, EDA in conjunction with County Purchasing released an RFP for professional services to design a Computer-Aided Facilities Management system built on Microsoft Dynamics. The system would interface with PeopleSoft for accurate data collection and reporting. A mandatory Bidders' Conference was conducted on December 14, 2011 in which 5 firms were present. At the close of the bid on January 4, 2012 only one bid, submitted by Tribridge, was received for \$71,720.00 with calls made by County Purchasing of the non-respondents. These firms stated they did not feel they had the expertise working with TRIRIGA data which needed to be ported to the new system.

7. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).

No, internal Application Development and Web Development staff shall be trained in the process to maintain and build upon the processes put into place by Tribridge.

8. Period of Performance:

The contract has a specified end date of June 30, 2012, totaling \$71,720.00. The new Facilities Maintenance module will be in place by July 1, 2012.

Jose Brandl

2/1/12

Department Head Signature

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 71,720

One time

Annual Amount through 6-30-2012

Mark De

2-14-12

12-388

Purchasing Agent

Date

Approval Number
(Reference on Purchasing Documents)

SERVICE AGREEMENT

for

xRM MIGRATION SERVICES

between

COUNTY OF RIVERSIDE

and

TRIBRIDGE HOLDINGS LLC



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This Agreement, made and entered into this 25th day of January 2012, by and between Tribridge Holdings LLC , (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY, 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, Scope of Services, consisting of four (4) pages at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) page, Exhibit C, Flow Charts, consisting of eight (8) pages, and Exhibit D, Table Structures and Relational Entities, consisting of seven (7) pages. COUNTY acknowledges that CONTRACTOR'S performance is dependent upon the timely and effective satisfaction of COUNTY's deliverables, as well as the timely decisions and approvals, upon which CONTRACTOR shall rely. To the extent that there is a material delay in COUNTY's making necessary decisions or performing its responsibilities, delivery schedule of the project may be impacted.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately 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. CONTRACTOR does not warrant and shall not be responsible for the performance of any third-party vendor's (e.g., Microsoft, etc.) products or services.

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 shall not perform services or provide products to the county outside the scope of services of this 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 through February 2013. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

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 (\$75,000) seventy-five thousand dollars, for this one-time procurement 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 shall be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) shall automatically be extended to the COUNTY. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases shall be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas Software Services and Microsoft) and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

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 (30) days for a prompt payment discount of 0 % or thirty (30) working days (no prompt payment discount 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 (per milestones noted in Exhibit A, Item 1.10) by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Economic Development Agency
Attn: Accounts Payable - EDA-IT
3133 Mission Inn Avenue
Riverside, CA 92507-4199

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; building number and location address of site where services are rendered, Blanket Purchase order number, 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 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 to endanger performance and does not promptly cure such failure after receiving notice of such failure from the COUNTY, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

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

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 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.

5.6 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

COUNTY acknowledges that CONTRACTOR has developed ideas, designs, methods, specifications, know-how, techniques, documentation and other pre-existing intellectual property, which are not in the public domain and which are and shall remain CONTRACTOR's proprietary information and intellectual property (collectively, the "Utilities"). The Utilities and any non-COUNTY-specific intellectual property made, developed, conceived or reduced to practice as a result of or while performing services hereunder (collectively: "Generic Enhancements"), and all right, title and interest and intellectual property rights thereto, shall be owned solely by CONTRACTOR. The CONTRACTOR agrees that except for Utilities and General Enhancements, 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; and may be used by the COUNTY for any purpose 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.

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 upon reasonable notice. 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 CONTRACTOR.

9. Independent Contractor

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.

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 a court of competent jurisdiction. 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 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 particular 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

Economic Development Agency
3403 10th Street, Suite 500
Riverside, CA 92501
ATTN: Kevin Dunlap, Information Technology Officer
Office: (951) 955-3171
KDunlap@rivcoeda.org

CONTRACTOR

Tribridge Holdings LLC
4830 West Kennedy Blvd, Suite 890
Tampa, FL 33609
ATTN: Josh Jaquish, Director
Office: (813) 287-8887
Josh.Jaquish@Tribridge.com

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 any liability 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 whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. 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 their sole cost, have the right to use counsel of their 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.

21.2 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.

21.3 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.

21.4 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

21.5 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to

obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

21.6 In no event will CONTRACTOR's liability arising out of or in any manner connected with or relating to this Agreement exceed, in the aggregate, the total fees paid to the CONTRACTOR by the COUNTY under this Agreement.

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.

22.2 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.

22.3 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.

22.4 Vehicle Liability: If vehicles or mobile equipment are 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.

22.5 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 shall declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$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 to do so on its behalf 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:

Signature: _____

Print Name: John Tavaglione

Title: Chairman, Board of Supervisors

Dated: FEB 28 2012

ATTEST:
By _____
KECIA HARPER-HEM, Clerk
DEPUTY

CONTRACTOR:

Signature: _____

Print Name: Josh Jaquish

Title: Director Public Sector

Dated: 1/31/12

FORM APPROVED COUNTY COUNSEL

BY: ANITA C. WILLIS DATE 2-7-12

**EXHIBIT A
SCOPE OF SERVICE**

1.0 SCOPE OF SERVICE

1.1 CONTRACTOR development shall include:

1. COUNTY Entities
 - a. Locations (Properties, Land, Building, Floor, Spaces)
 - b. Geographies (County, Cities)
 - c. County Employees
 - d. Vendors/Service Providers
 - e. Work Tasks
 - f. Maintenance Zones
 - g. Project Codes

2. Data Relationships
 - a. Organization Structure
 - b. Craft Groups
 - c. Location Areas

3. Workflow
4. Notifications
5. Reporting
6. Interfaces
 - a. It is the intent for COUNTY to use an ODBC connector to the PeopleSoft data
 - b. As an alternative, tables shall be populated from spreadsheets pulled from PeopleSoft on a regular interval

7. Self-Service
8. Data Conversion
9. Technical Training
 - a. Installation of Dynamics xRM
 - 1) Outlook Client
 - 2) Web Client
 - 3) Mobile Client
 - b. Microsoft Dynamics xRM Processes (workflows and dialogs)
 - c. Report Wizard
 - d. Dashboard Management
 - e. Advanced Find Query Tool
 - f. Administration
 - 1) Security Roles and User Maintenance
 - 2) Teams

3) Field Level Security

- g. Microsoft Dynamics xRM Customization Tool
- h. Customizations of Forms & Views (add a field to the database, add a value to a pick list, change a label name, add/ change a view, etc.)

- 10. Auditing
- 11. Duplicate Detection Rules
- 12. Mail Merge Templates
- 13. Mobile Express

- 1.2 CONTRACTOR shall implement the web client to allow COUNTY users to access the system via the internet. Additionally, the Dynamics xRM for Outlook client shall be implemented to allow users to work from within Outlook.
- 1.3 The CONTRACTOR must have extensive background in Microsoft Dynamics xRM 2011 and familiarity with TRIRIGA structures in order to migrate and populate the Dynamics xRM system.
- 1.4 The following list outlines the functionality provided with the purchase of Microsoft Dynamics xRM software. A subset of the product functionality shall be implemented as defined within the scope of this project. Additional product functionality may be rolled out during a future phase.

Microsoft Dynamics xRM

Function
<i>Core Functionality</i>
Account & Contact Management
Activity Management
Dynamics xRM for Outlook Client
Email Templates
Notes & Attachments
Dashboards
Document Management (SharePoint Integration)
List Management
<i>Service</i>
Case Management & Routing
Service Queues
Knowledge Base Management
Service Activities

- 1.5 CONTRACTOR shall:
 - 1. Have Public Sector expertise
 - 2. Engage team members to be U.S.-based (not offshore)
 - 3. Preferred team members to be W2 employees (not subcontractors)
 - a) Experience with the complete Microsoft solution stack - Dynamics, MOSS, .Net Development, and Infrastructure
 - 4. Mandatory Competencies
 - a) Customer Relationship Management

- b) Portals and Collaboration
- 5. CONTRACTOR Competencies to include:
 - a) Server Platform
 - b) Web Development
 - c) Identity and Security
 - d) Software Development
- 6. Evidence of Microsoft's recognition of partner's capabilities
- 7. Dedicated support structure and team
 - a) Full 24x7 support availability
- 8. Training program around the specific solution
- 9. Infrastructure expertise – bandwidth optimization, server setup, virtualization, etc.
- 10. Networking expertise
- 11. Experience with:
 - a) Microsoft CRM Software Developer Toolkit
 - b) Experience building complex workflows
 - c) Business Process and Integration
 - d) Custom Development: Application, Smart Client and Web;
 - e) Microsoft BizTalk Certification
 - f) SQL DBA certified
 - g) SSRS experience and skills
 - h) .NET experience including use of web services
 - i) Legacy System Integration Expertise

- 1.6 Migration of data from TRIRIGA to Microsoft Dynamics xRM shall be needed to capture all the current data in use from TRIRIGA and PeopleSoft. Be sure to list any additional software needed for data migration. This software, if selected, shall be purchased separately by the County of Riverside through an awarded firm for software.

- 1.7 **CONTRACTOR shall:**
 - 1. Install Microsoft Dynamics xRM (Production and Development Environment)
 - 2. Provide functional design documentation
 - 3. Provide data conversion plan & execution
 - 4. Provide integration plan & execution
 - 5. Provide configured application & workflow
 - 6. Provide custom report specifications & development
 - 7. Provide training materials and train users
 - 8. Provide technical training and knowledge transfer
 - 9. Provide Live System
 - 10. Provide weekly status reports
 - 11. Provide issues & resolution log – (SharePoint Site)
 - 12. Provide project work plan and calendar
 - 13. Provide testing (system, user acceptance, and performance testing)
 - 14. Provide a Disaster Recovery Plan
 - 15. Install Microsoft Server 2008 NOS & Database

- 1.8 **COUNTY shall provide:**
 - 1. Hardware provided
 - 2. Project Manager & Internal Project Oversight

3. Project Room/Workspace
4. Business Reference Materials & Sample Forms
5. Sample Reports & Report Specifications
6. Participation in Functional Design Sessions
7. Data Conversion Planning & Validation
8. Integration Planning & Validation
9. Sign-off on Functional Design & Reports
10. Sign-off on Data Conversion Plan
11. Sign-off on Integration Plan
12. Training Materials & User Training
13. Participation in Technical Training

1.9 Work location and hours:

The work location and hours shall be on County facilities with a location and hours to be determined at time of award as well as remotely from CONTRACTOR'S office locations.

1.10 Phases / Milestones:

1. Payment schedule based on the Phases / Milestones noted below:

1.1 Planning

- a) Documentation
- b) Define project phases
- c) Define business processes
- d) Define customer needs
- e) Define lessons learned
- f) Define direction based on customer requirements
- g) Define goals/objectives
- h) Business requirements developed by division

1.2 Design/Development

- a) Define plan for data conversion
- b) Define plan for customer experience
- c) Detail design document
- d) Collaborative development

1.3 Deployment

- a) Testing
- b) Quality assurance
- c) Phased by division
- d) Installation

1.4 Training

1.5 Support

1.11 Exhibits C & D Flowcharts

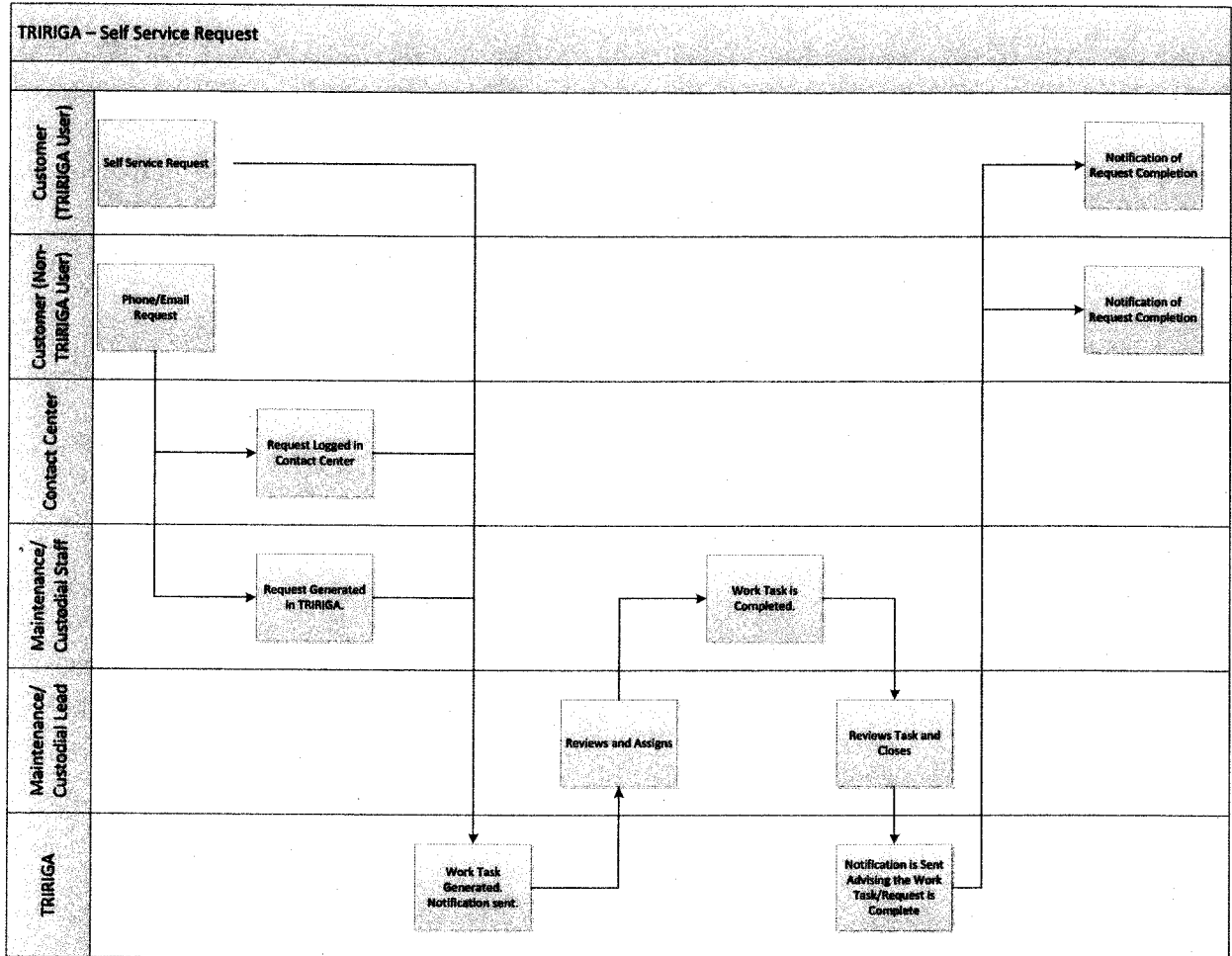
These flowcharts express the processes for each task and event in the Maintenance modules tracked in the current TRIRIGA system. These examples show the complexity of procedures and processes.

EXHIBIT B
PAYMENT PROVISIONS

Phases No.	Description	Number of Hours to Complete	Deliverable Cost
1.1	Planning		
1.2	Design /Development		
1.3	Deployment		
1.4	Training		
1.5	Support		
TOTAL	All costs above must include travel and expenses as only associated with this project. Total:		\$71,720

EXHIBIT C FLOWCHARTS

- An overview of the request process is shown below.

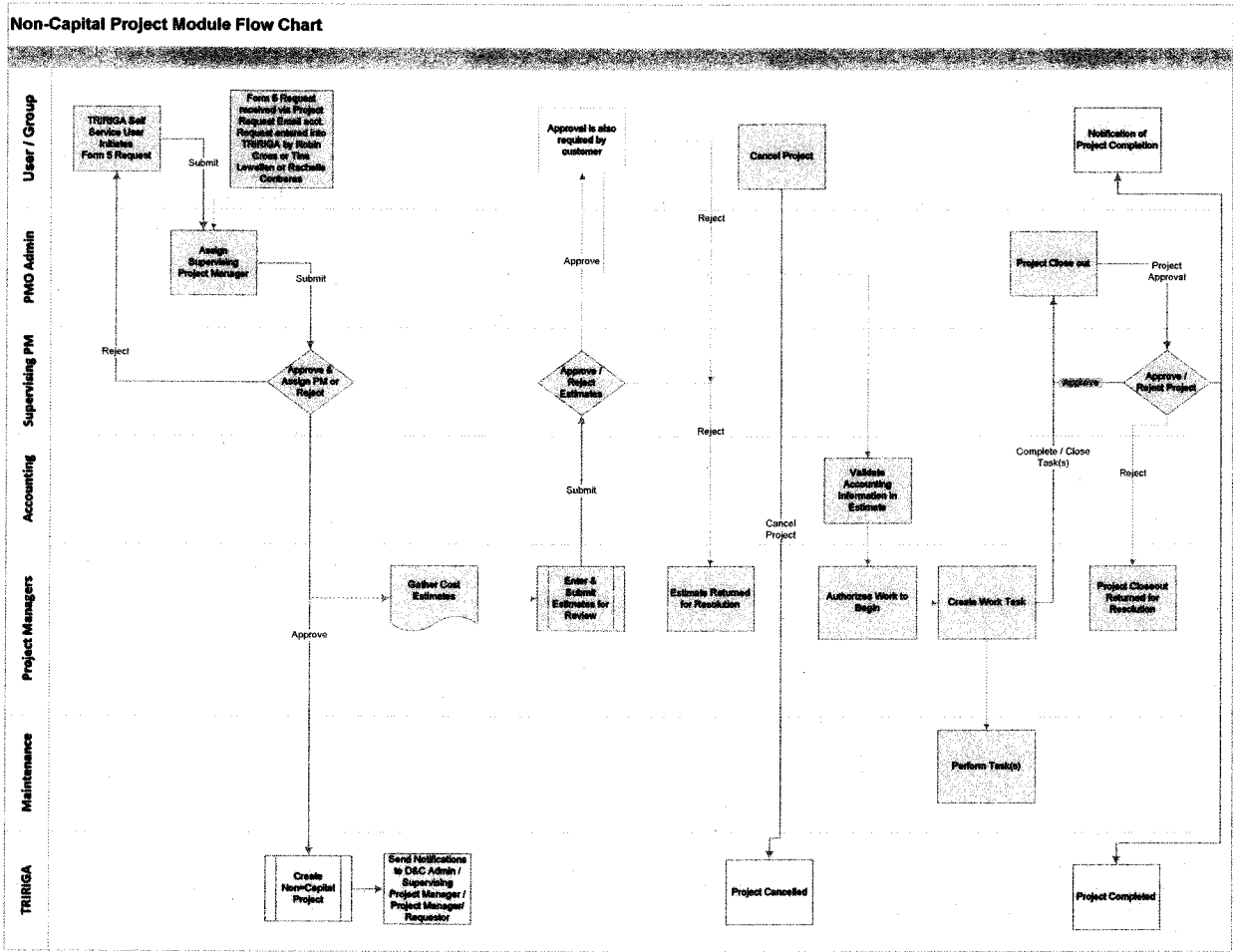


1.2 The above diagram shows the process flow of the service request as it currently functions in TRIRIGA. The left column represents functional roles. It should be noted that the diagram is a very high level, as-is representation of the process.

Exhibit C (cont')

Non-Capital Project/Form 5

- 1. All Self Service users have the ability to submit a request for a Non Capital Project (also known as a Form 5).
- The process flow for the Form 5 is shown below.

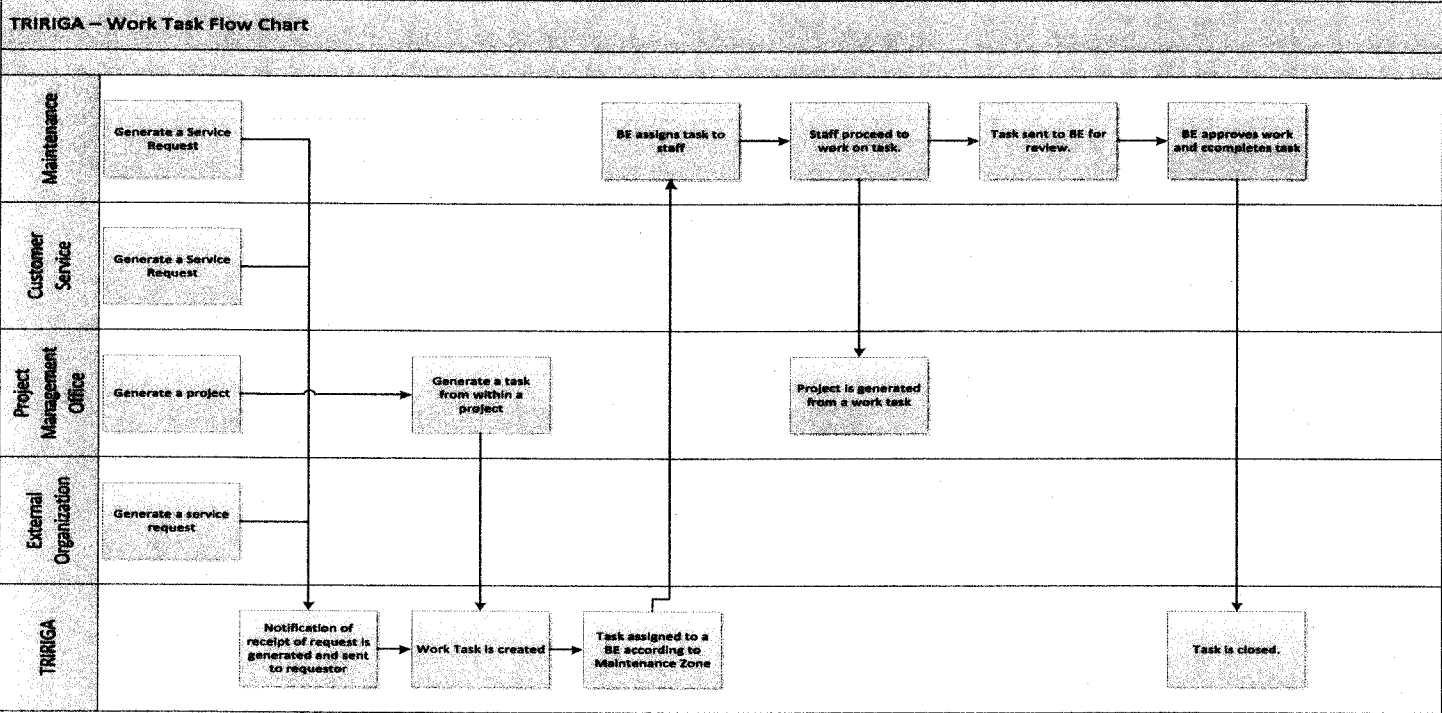


The above diagram shows the process flow of a non-capital project as it currently functions in TRIRIGA. The left column represents functional roles. It should be noted that the diagram is a very high level, as-is representation of the process.

Exhibit C (cont')

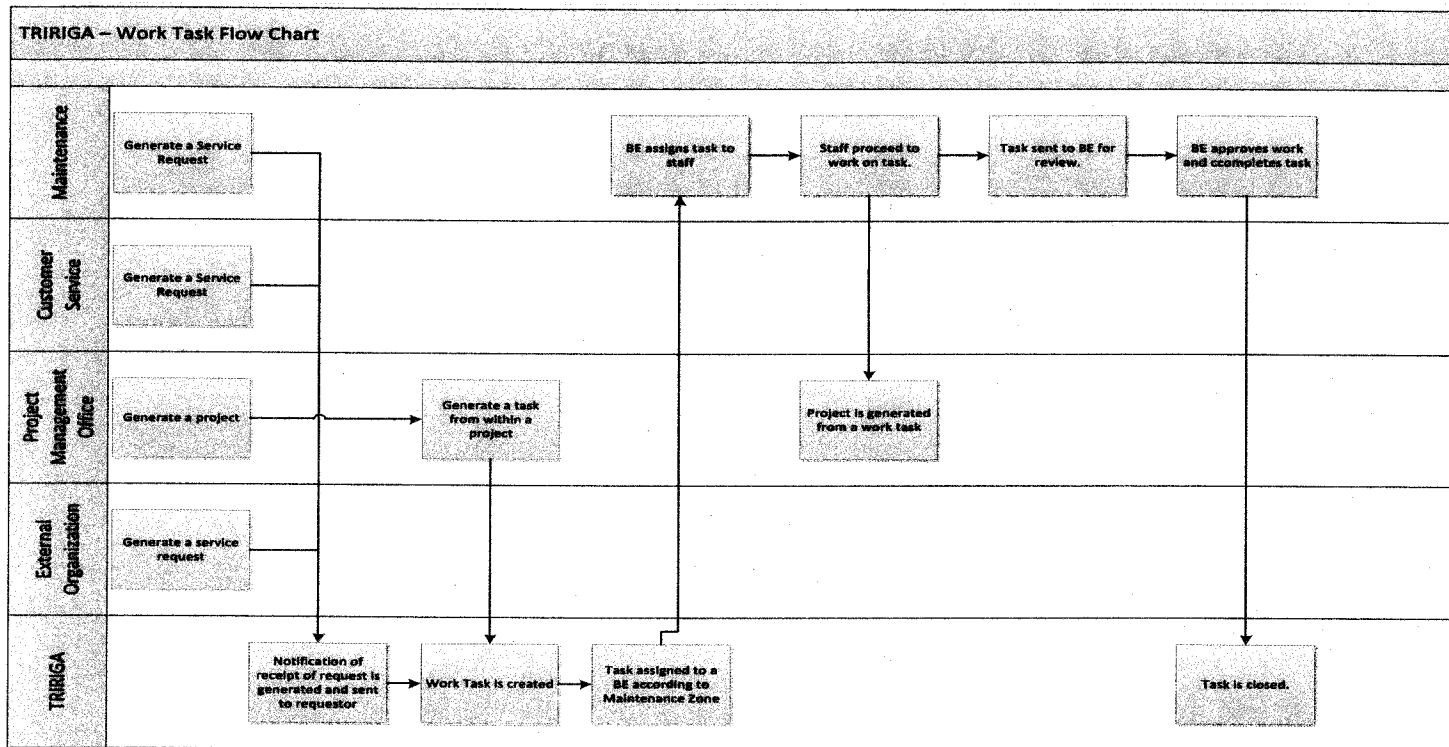
1.3 Work Task

- Work tasks can be generated in one of the following ways:
 - Independently
 - Charged against the building
 - Service Request
 - Charged against the building
 - Non Capital Project
 - Charged against the project
 - Capital Project
 - Charged against the building
 - Preventive Maintenance
 - Charged against a building or a project
- Work tasks are typically routed to the Building Engineer first and then assigned to a staff member according to work load.
- The current life cycle of a work task is represented as follows
 - 1) Draft
 - 2) Review in Progress
 - 3) Issued (Assigned)
 - Completed
- An overview of the process flow for the work task is shown below.



KEY DATA NECESSARY TO INITIATE ANY OF THE ABOVE PROCESSES:
 PEOPLE, BUILDINGS, ORGANIZATIONS/HIERARCHY/WORKGROUPS

Exhibit C (cont')



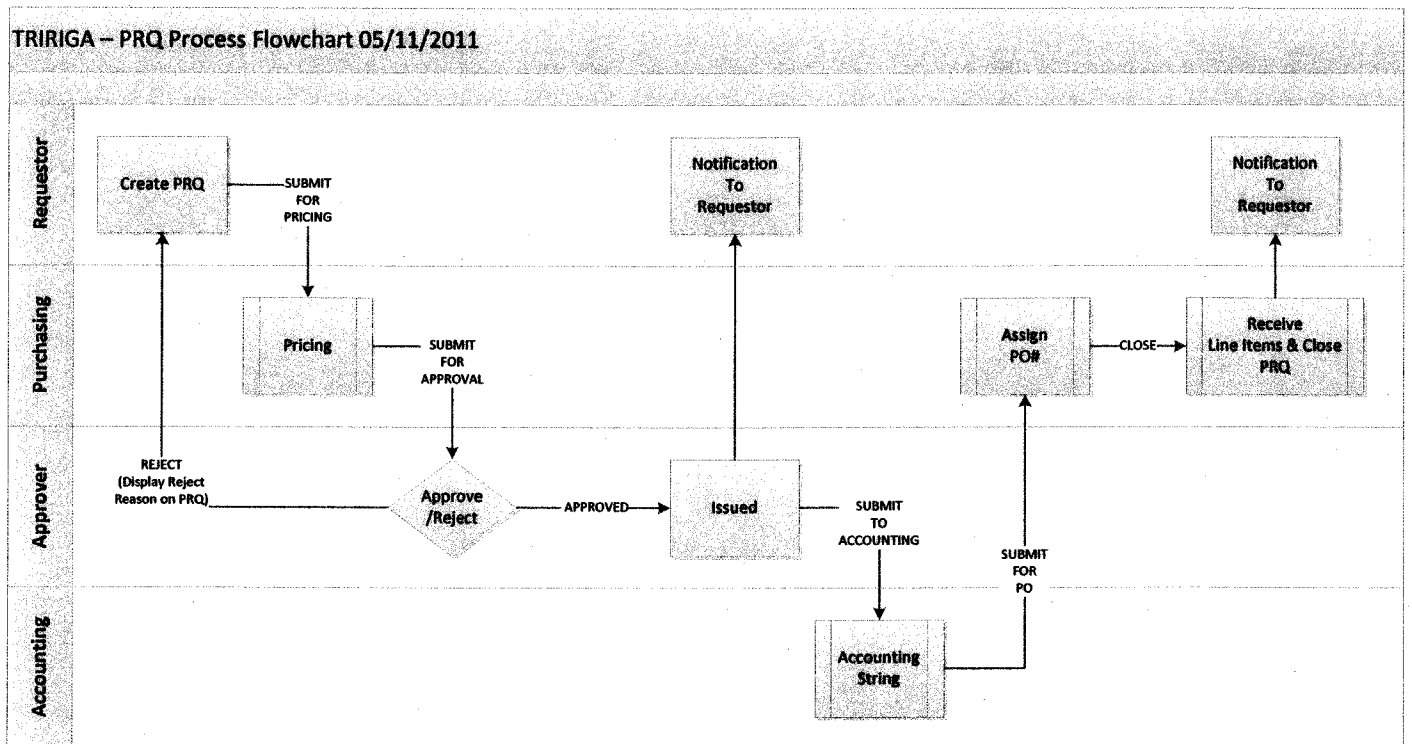
KEY DATA NECESSARY TO INITIATE ANY OF THE ABOVE PROCESSES:
 PEOPLE, BUILDINGS, ORGANIZATIONS/HIERARCHY/WORKGROUPS

The above diagram shows the process flow of a work task as it currently functions in TRIRIGA. The left column represents functional roles. It should be noted that the diagram is a very high level, as-is representation of the process

Exhibit C (cont')

1.4 Procurement/PRQ

- A PRQ can be generated in one of the following ways:
 - a) Work Task
 - b) Independently
- The process flow for the PRQ is shown below:



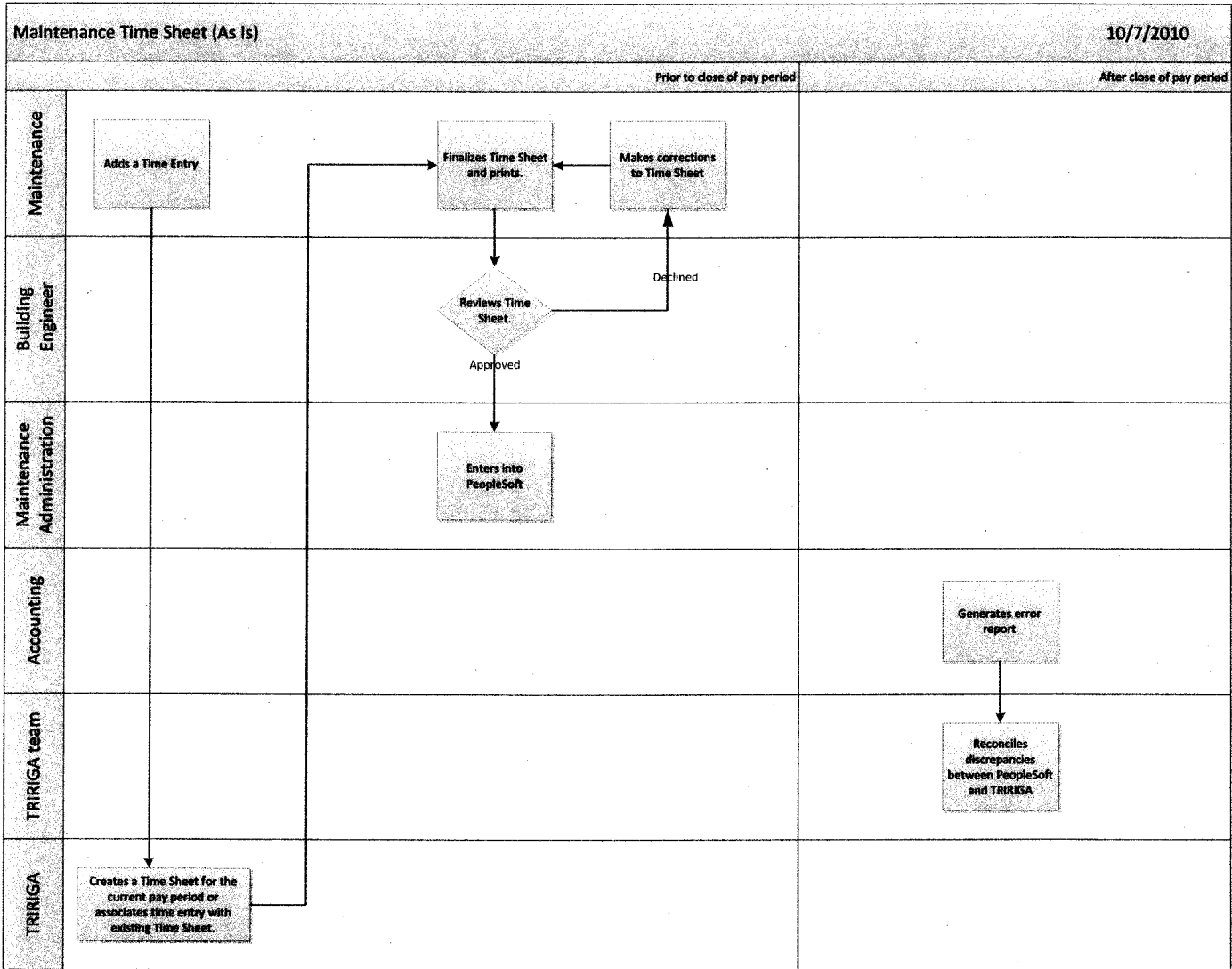
The above diagram shows the process flow of a purchase requisition as it currently functions in TRIRIGA. The left column represents functional roles. It should be noted that the diagram is a very high level, as-is representation of the process

Exhibit C (cont')

1.5 Time Entry

1. All maintenance staff use TRIRIGA to enter their time on a daily basis.
2. At the end of the pay period, TRIRIGA generates a time sheet for each user.
3. Time sheets are then sent to administrative staff for entry into PeopleSoft.
4. There are two ways for users to add time.
 - a) Time against a work task – Quick Add
 - o Administrative time

- The process flow for time entry is shown below.



The above diagram shows the process flow of a maintenance user’s time entry as it currently functions in TRIRIGA. The left column represents functional roles. It should be noted that the diagram is a very high level, as-is representation of the process.

Exhibit C (cont')

1.6 Reports

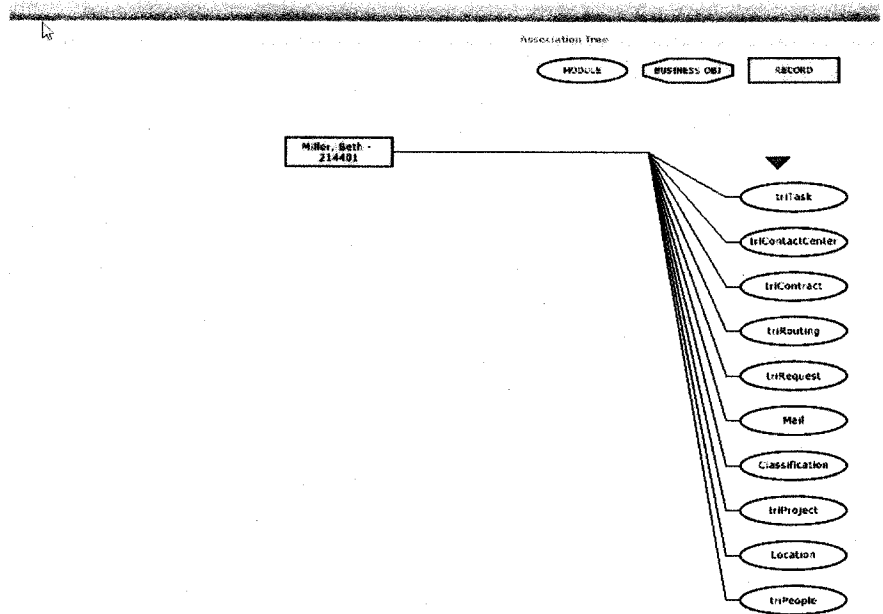
- Maintenance users have access to a number of reports:
 - a) All Work Tasks
 - b) My Work Tasks
 - c) My Organizations Work Tasks
 - d) All Service Requests
 - e) All Facilities Projects
 - f) All Work Groups with Team Members

EXHIBIT D

DEFINED TABLE STRUCTURE AND RELATIONAL ENTITIES

The following examples show the associations each entity in TRIRIGA has with other objects within the system. Use these as a reference to developing scope and sequence plans.

Employee Record Page One



Page Two

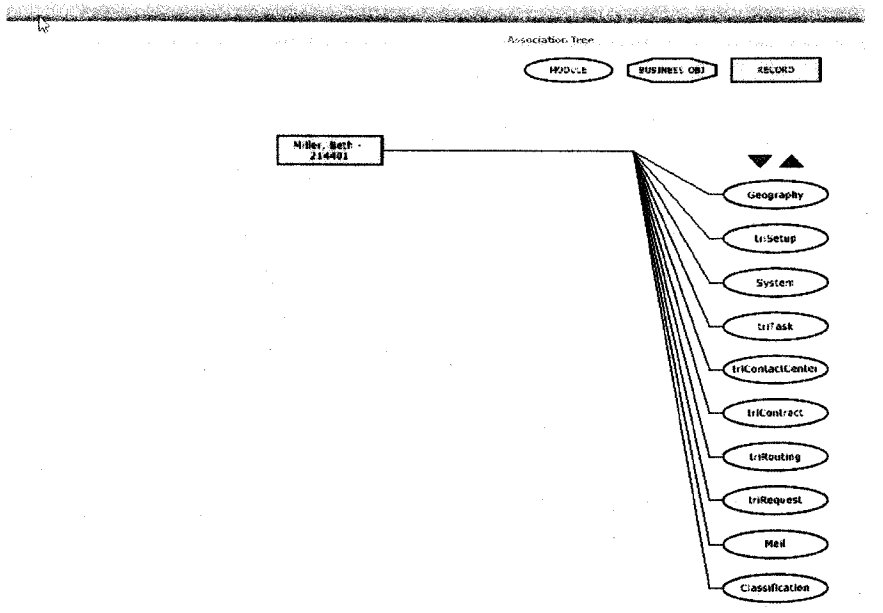
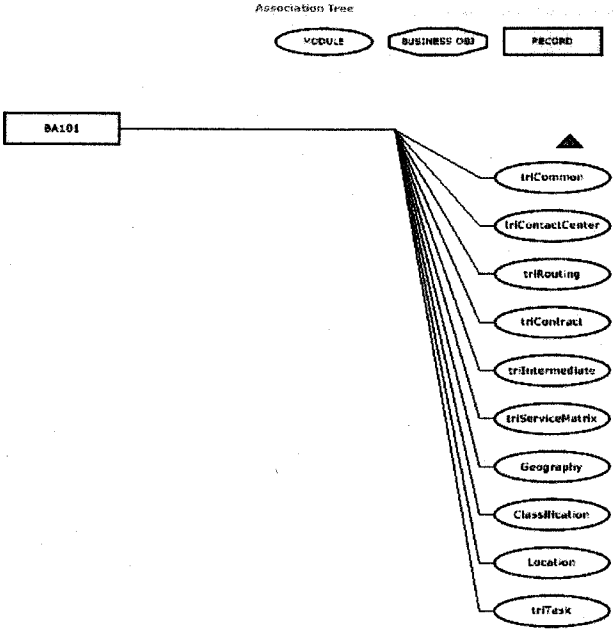


EXHIBIT D (CONT')

**Building
Page One**



Page Two

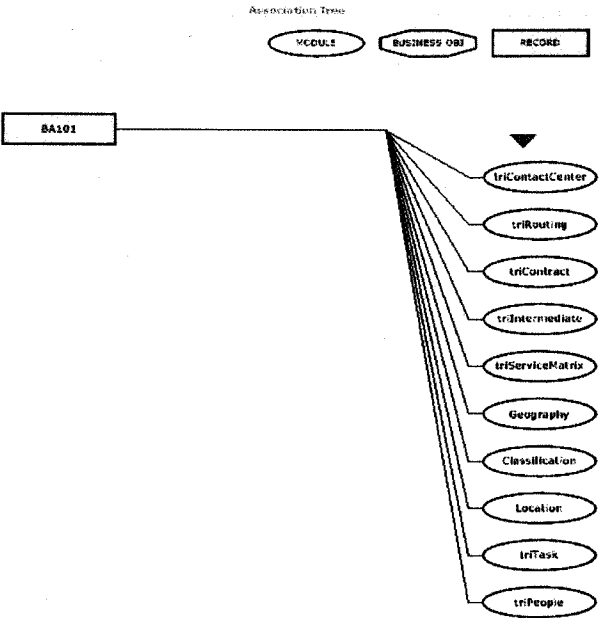
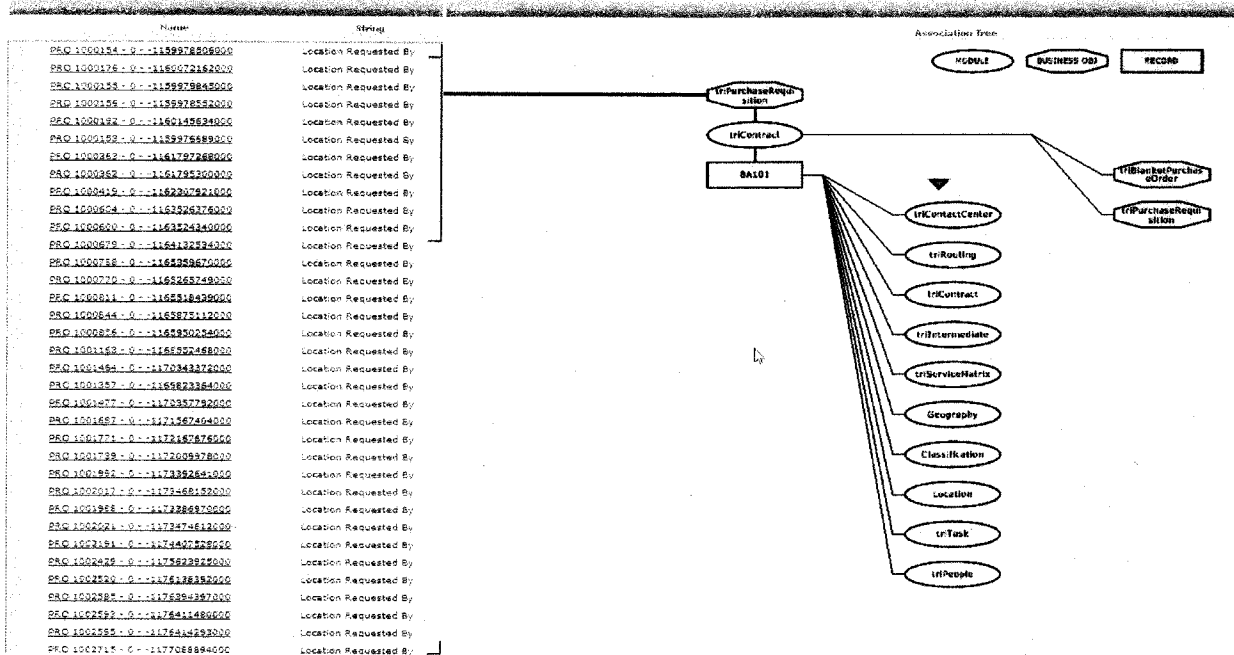


EXHIBIT D (CONT')

Example of associations of Purchase Requisitions to the Building record:



Work Task

Work Task as associated to status:

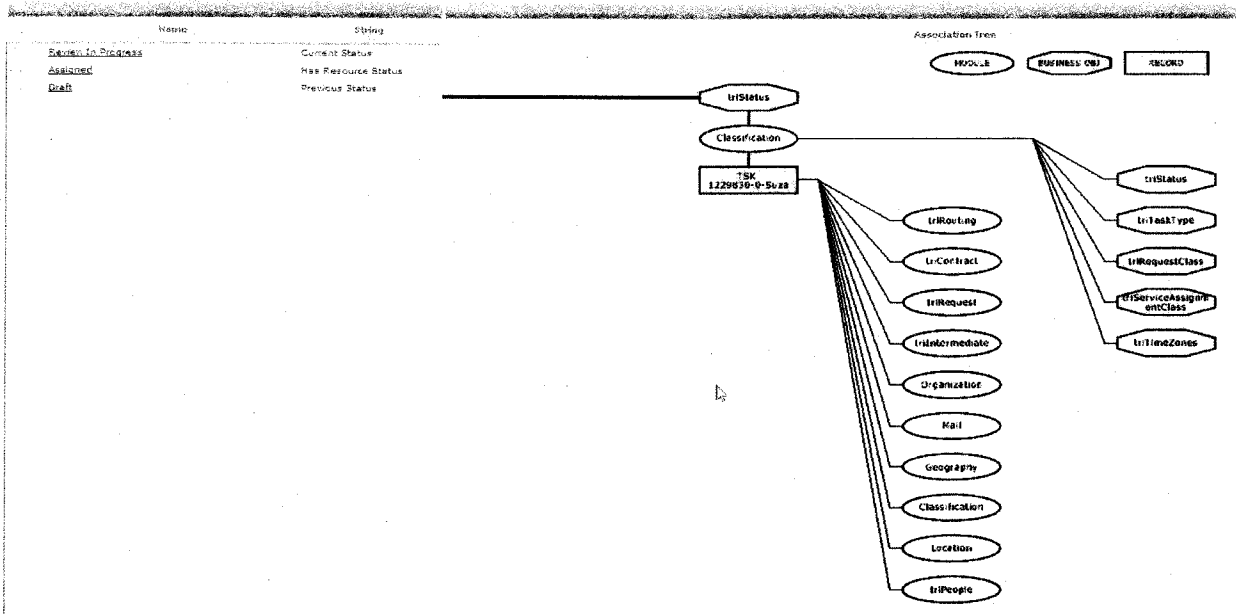
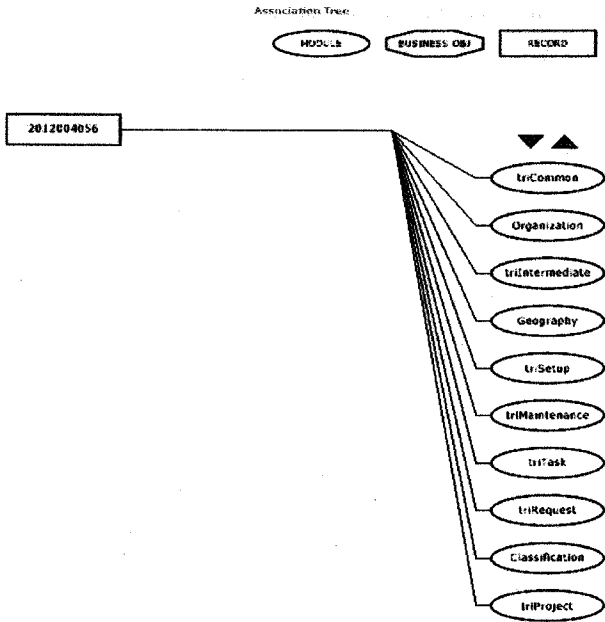


EXHIBIT D (CONT')

Page Two



Page Three

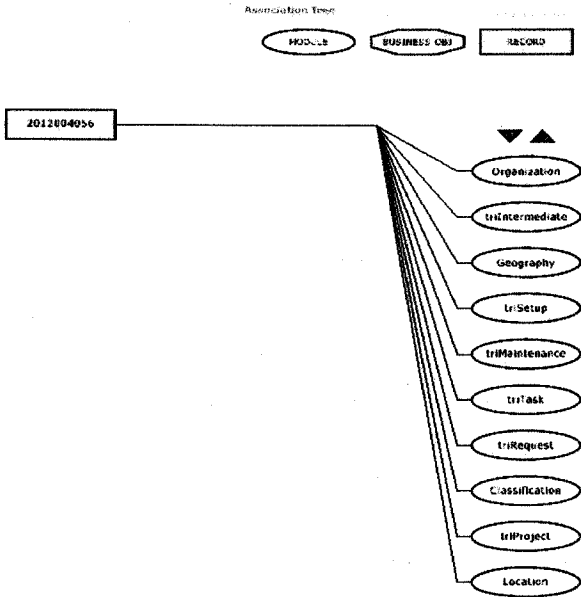
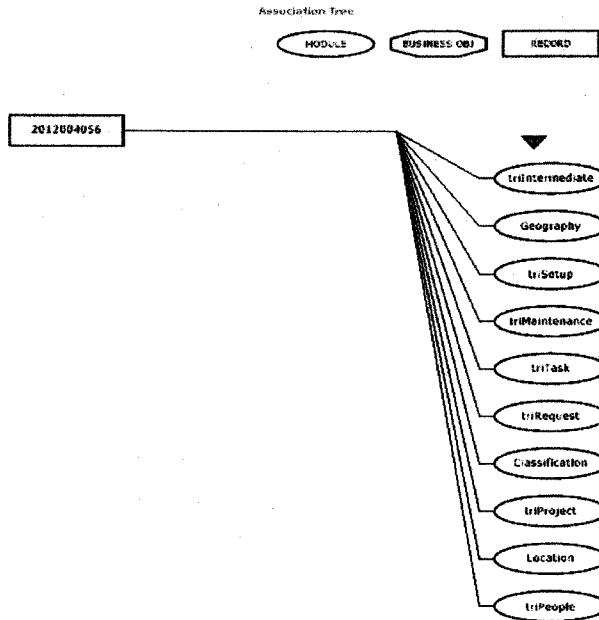


EXHIBIT D (CONT')

Page Four



Non-Capital Project as associated to classifications and with the business object association of project code:

