

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
11.4
(ID # 4316)

MEETING DATE:
Tuesday, May 23, 2017

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Sole Source Purchase of License and Professional Services for Upgrade of Superior, LLC Sungard IFAS Project Cost Accounting System to ONESolution, All Districts. [\$99,430]; District Funds 100%

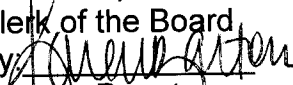
RECOMMENDED MOTION: That the Board of Supervisors:
Approve the sole source purchase of the license and related professional services for the upgrade of the District's Superior, LLC Sungard IFAS project cost accounting system to ONESolution [\$98,800], with a one-time additional maintenance cost [\$630].

ACTION:

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: May 23, 2017
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|---|-----------------------------|--------------------------|-------------------------------------|---------------------|
| COST | \$94,930 | \$4,500 | \$99,430 | \$0 |
| NET COUNTY COST | \$0 | \$0 | \$0 | \$0 |
| SOURCE OF FUNDS: 48080 947320 523840 Data Processing Computer Equipment – Software | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 16/17-17/18 | |

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary

The District is upgrading its existing Superior, LLC, Version 7.9.12 Sungard IFAS project cost accounting system to Version 16.2/17 ONESolution since Superior, LLC no longer develops new features nor corrects software defects for the Sungard IFAS version. For continued software support and to make use of additional features and the improved system performance ONESolution provides, the District needs to upgrade its current software version to the latest ONESolution Version 16.2/17.

This is a sole source purchase because Sungard IFAS and ONESolution software is proprietary to Superior, LLC. No other supplier provides the necessary upgrades, license renewals and technical support for the system.

Additionally, the Sungard IFAS system is central to the District project cost accounting operations and has been in use for over 25 years. It facilitates the District's project cost accounting needs by enabling the District to record revenue and expenditure/expense transactions at various project levels, generate project reports in detail or summary by project level or segment, allocate overhead and reimbursement costs to various District funds at a project level, maintain legacy project transactional data, and meet the Governmental Accounting Standards Board (GASB) reporting and audit requirements for District infrastructure projects and cooperatively funded projects with counties, cities, other local agencies, and state and federal governments.

Pursuant to Board Policy H-11, the District's Form H-11 Request #PR2017-05279 to purchase license and professional services for its upgrade of the Sungard IFAS project cost accounting system was approved by the Technology Standards & Oversight Committee (TSOC) Wednesday, May 3, 2017.

Impact on Residents and Businesses

N/A

SUPPLEMENTAL:

Additional Fiscal Information

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**


Funds for the Sungard IFAS project accounting software system upgrade are included in the District's Data Processing Budget for Fiscal Year 2016-2017 and Fiscal Year 2017-2018.

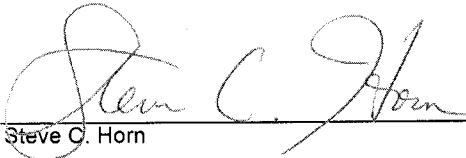
Contract History and Price Reasonableness

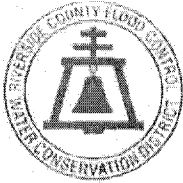
Superior, LLC Sungard IFAS associated software and maintenance costs have not risen over 5% in the past five (5) years. The total cost to the District for this upgrade is less than \$100,000. This is substantially less than the cost to implement a new project cost accounting system which would range in price anywhere between \$100,000 and \$500,000.

ATTACHMENTS:

County of Riverside, Purchasing and Fleet Department Sole Source Justification Form


Lisa Brandl, Director of Purchasing and Fleet Services 5/10/2017


Steve C. Horn 5/15/2017



M E M O R A N D U M

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

DATE: May 8, 2017

TO: Riverside County Purchasing Agent
VIA: Marilyn Weisenberg
FROM: Jason E. Uhley, General Manager-Chief Engineer
RE: Sole Source Procurement of License and Professional Services for Upgrade of Superior, LLC Sungard IFAS Project Cost Accounting System to ONESolution

The below information is provided in support of the District requesting approval for a sole source.

- 1. Supplier being requested:** Superior, LLC
- 2. Vendor ID:** In process
- 3. Supply/Service being requested:** Upgrade of District's Superior, LLC Sungard IFAS project cost accounting system to ONESolution.
- 4. Alternative suppliers that can or might be able to provide supply/service and extent of market search conducted:** None, the Sungard IFAS and ONESolution software is proprietary to Superior, LLC.
- 5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide (if proprietary software or machinery, hardware, please provide a supporting letter from the manufacturer):** The Sungard IFAS and ONESolution software is proprietary to Superior, LLC. See attached email documentation.
- 6. Reasons why my department requires these unique features and what benefit will accrue to the county:** The District is upgrading its existing Superior, LLC, Version 7.9.12 Sungard IFAS project cost accounting system to Version 16.2/17 ONESolution since Superior, LLC no longer develops new features nor corrects software defects for the Sungard IFAS version. For continued software support and to make use of additional features and the improved system performance ONESolution provides, the District needs to upgrade its current software version to the latest ONESolution Version 16.2/17.

Additionally, the Sungard IFAS system is central to the District project cost accounting operations and has been in use for over 25 years. It facilitates the District's project cost accounting needs by enabling the District to record revenue and expenditure/expense transactions at various project levels, generate project reports in detail or summary by project level or segment, allocate overhead and reimbursement costs to various District funds at a project level, maintain legacy project transactional data, and meet the Governmental Accounting Standards Board (GASB) reporting and audit requirements for District infrastructure projects and cooperatively funded projects with counties, cities, other local agencies, and state and federal governments.

Pursuant to Board Policy H-11, the District's Form H-11 Request #PR2017-05279 to purchase license and professional services for its upgrade of the Sungard IFAS project cost accounting system was approved by the Technology Standards & Oversight Committee (TSOC) Wednesday, May 3, 2017

MEMORANDUM

May 8, 2017

TO: Riverside County Purchasing Agent
RE: Sole Source Procurement of License and Professional Services for Upgrade of Superior, LLC Sungard IFAS Project Cost Accounting System to ONESolution

7. Period of Performance: From: 5/23/2017 to 6/30/2018 (Work done with Fiscal Year 16/17)

Is this an annually renewable contract? [X] No [] Yes
Is this a fixed-term agreement: [] No [X] Yes

8. Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

Table with 4 columns: Description, FY17, FY18, Total. Rows include License/Professional (\$94,300), Travel (As Needed) (\$4,500), Maintenance (\$630), and Total Costs (\$99,430).

9. Price Reasonableness: Superior, LLC Sungard IFAS associated software and maintenance costs have not risen over 5% in the past five (5) years. The total cost to the District for this upgrade is less than \$100,000. This is substantially less than the cost to implement a new project cost accounting system which would range in price anywhere between \$100,000 and \$500,000.

10. Projected Board of Supervisor Date (if applicable): May 23, 2017

Department Head Signature: [Signature] Print Name: ROBERT J. CULLEN Date: 8 May 2017

Purchasing Department Comments:

Approve [X] in Purchase #8 Disapprove []
Not to exceed: \$ [blank] One time Annual Amount through June 30, 2018 (Date)
Purchasing Agent: Lisa Beaudt Date: 5/10/17 Approval Number: 17-235 94,930.00

17-235 A 4,500

Attachment

JR:mcv
P8\212513

From: Neil Campbell (Lake Mary) [<mailto:Neil.Campbell@superion.com>]
Sent: Friday, May 05, 2017 4:15 PM
To: Rey, Jeanine <jrey@RIVCO.ORG>
Cc: James Nelson (Lake Mary) <James.Nelson@superion.com>; Royce Lain (Lake Mary) <Royce.Lain@superion.com>
Subject: ONESolution Applications are proprietary software and Superion is the sole provider

Ms. Rey,

This correspondence is intended to confirm that the ONESolution Software Applications are proprietary software solely provided by Superion LLC. Superion is the sole owner support of all ONESolution Brand Software and has the full power and authority to grant the right to license it without the consent of any other person or entity.

Sincerely,

Neil Campbell



Neil Campbell • Sr. Director of Sales – Public Administration
1000 Business Center Dr, Lake Mary FL 32746
m. 206.920.8168 • neil.campbell@sungardps.com



Add-On Quote

Quote Prepared By:

Jim Nelson
 1000 Business Center Dr
 Lake Mary, FL 32746
 Phone: (407) 304-3866 Fax:
 Email: james.nelson@superion.com

Quote Prepared For:

Jeanine Rey, Finance Director
 Riverside County Flood Control District
 1995 Market Street
 Riverside, CA 92501
 (951) 955-1264

| Quote | Date | Valid Until |
|------------|------------|-------------|
| Q-00025304 | 03/09/2017 | 05/31/2017 |

Third Party License Fees

| Product Code | Product Name | Quantity | Ext Price | Maintenance |
|--------------|---|----------------|-------------------|-----------------|
| OS-EC-IF | ONESolution Enterprise Core SQL to SQL-IFAS | 1.00 | 3,940.00 | 630.40 |
| | | Totals: | \$3,940.00 | \$630.40 |

Professional Services

Services

| Product Code | Product Name | Proj Mgmt | Installation | Tech Svcs | Training | Impl Svcs | Consulting | Development | Total Services |
|----------------------|--|----------------|--------------------|--------------------|----------|-----------|--------------------|--------------------|--------------------|
| BICORE-Test | Cognos BI: Test Server | | 1,400.00 | - | - | - | - | - | 1,400.00 |
| BPR-OS-FIN-HR | ONESolution Finance & Human Resources BPR | 2,880.00 | - | - | - | - | 20,250.00 | - | 23,130.00 |
| OS-UPG-7.9-SQL-FIN-P | ONESolution 7.9 SQL to SQL Migration-ONESolution Current Version Upgrade-Finance & HR/PY | 19,200.00 | 28,000.00 | - | - | - | - | 12,800.00 | 60,000.00 |
| PS-HFS-COGNOS | HFS Upgrade of Cognos from 10.2.2 to V11 PROC (No Charge) | - | - | - | - | - | - | - | - |
| PS-HFS-COGNOS | HFS Upgrade of Cognos from 10.2.2 to V11 TEST (No Charge) | - | - | - | - | - | - | - | - |
| PS-IN | V16.2 to V17 Upgrade of TEST - Installation | - | 2,800.00 | - | - | - | - | - | 2,800.00 |
| PS-PM | V16.2 to V17 Upgrade of TEST - Project Mgt. | 1,280.00 | - | - | - | - | - | - | 1,280.00 |
| PS-WU | Weekend Uplift | - | 1,750.00 | - | - | - | - | - | 1,750.00 |
| | | Totals: | \$23,360.00 | \$33,950.00 | - | - | \$20,250.00 | \$12,800.00 | \$90,360.00 |

Travel & Living

Services

| Product Code | Product Name | Quantity | Ext Price |
|--------------|--|----------------|-------------------|
| TL | Superion Travel & Living Expenses Estimate | 1 | 4,500.00 |
| | | Totals: | \$4,500.00 |

Product & Services

Professional Services: \$90,360.00

Superion, LLC

Page 1 of 5

| | | |
|---|----------------------------------|-------------|
| | Third Party License Fees: | \$3,940.00 |
| | Subtotal: | \$94,300.00 |
| Travel & Living Estimate | | |
| Travel and living expenses are an estimate. Actual expenses will be charged per our travel policy. | | |
| | | \$4,500.00 |
| | Total: | \$98,800.00 |
| | Third Party Maintenance: | \$630.40 |

Product Notes

BPR-OS-FIN-HR: Recommended for all SunGard IFAS to ONESolution migrations. SunGard's Business Process Review (BPR) is a collaborative event that entails onsite interviews between/among a Sr. SunGard assigned Consultant(s) and key end-users and stakeholders of the software. It is a "System Optimization Project" that focuses on how end-users and key stakeholders can benefit from software, workflow etc. configuration setting "tweaks", additional consulting and/or training, 3rd Party integration, workflow improvement, additional SunGard modules etc. The outcome of the BPR is a written report containing recommendations for consideration, prioritization of recommendations and impact to the organization of implementing recommendations.

Remote Project Management includes 12 hours for ONESolution Finance (OS-FIN) and 12 hours for ONESolution Human Resources/Payroll (OS-HR-PY):

Schedule Pre- BPR (Business Process Review) call(s) which will include SunGard's Remote Project Manager, SunGard's Consultant(s), Customer's assigned Project Manager, & key Staff

- Introductions
- Goals and Expectations of the BPR visit(s)
- Scheduling BPR Engagement
- Drive Follow-Up Discussions post BPR
- Schedule internal call with BPR consultant(s) and Project Consultant(s) to review BPR
- Schedule customer with BPR consultant(s) and Project Consultant(s) to review BPR. The report will be reviewed with Customer and Consultants to clarify recommendations and any questions.
- Creates post BPR Meeting Agendas
- Takes detailed report from Consulting Resources and helps build recommendations summary and ROI
- Works with Consultants and CSE to build cost estimates for implementing recommendations

Consulting includes 60 hours for ONESolution Finance (OS-FIN) and 60 hours for ONESolution Human Resources/Payroll (OS-HR-PY) and could be two different consultants:

ONESolution Finance (OS-FIN) consultant will spend an estimated 25 hours on-site doing the review with customer staff, spend an estimated 30 hours completing the BPR document and findings after the on-site review, and consultant will use the remaining 5 hours for follow up

ONESolution Human Resources/Payroll (OS-HR-PY) consultant will spend an estimated 25 hours on-site doing the review with customer staff, spend an estimated 30 hours completing the BPR document and findings after the on-site review, and consultant will use the remaining 5 hours for follow up

Consultant(s) will complete the draft BPR document within an estimated 30-45 days after the on-site review, this time has to be scheduled ahead of time and may not always be possible due to schedules

The BPR findings document will include the following information:

- Customer and SunGard Public Sector will agree on areas that need to be improved upon and reviewed
- Narrative description of customers current areas that can benefit from software, workflow and other configuration setting "tweaks", additional consulting and/or training, 3rd Party integration, workflow improvement, and additional SunGard modules etc.

-Description of how that process can be changed to take advantage of software functionality or other tools
-An executive summary and spreadsheet which will include information about the estimated ROI and level of effort for changing business processes based on SunGard's recommendations

As part of follow up, consultant will complete a 1 hour conference call with the customer to review the initial draft BPR report, update the draft BPR based on conference call and customer feedback within 14 days, and will complete a final 1 hour conference call to review the final BPR report, if needed

PS-HFS-COGNOS: ONESolution Cognos Hassle Free Support includes:

- 8 Hours of remote upgrade support for 1 (Prod or Test) Environment per Maintenance year
- Pre-install call (1) with the installer assigned to the project
- Scheduling Team will work with the client and installation team to schedule the upgrade
- All services will be conducted from a remote location and not at client's site
- Does not include ONESolution Hassle Free Support (PS-HFS)
- Any items requested that are not listed as part of the services or beyond the hours on the contract would be an additional cost.

TL: Travel and living expenses are an estimate. Actual expenses will be charged per Superior's travel policy.

Comments:

This budget proposal is for a two-step migration from IFAS V7.9.12 SQL to ONESolution V17. As an interim step, Riverside County Flood will upgrade to V16.2 in a Pre-Production environment to test & verify this version. When V17 is in general release, client will upgrade Pre-Production from V16.2 to V17 and test. Once V17 Pre-Production testing is complete, client will migrate V7.9.12 PROD to V17 PROD.

Services for upgrading from V16.2 to V17 services are estimates

Riverside already owns and utilizes V10.2.2 of Cognos BI so credits are applied for that component for license and maintenance. However, Cognos does not reside as an instance against the TEST server so services to implement Cognos 10.2.2 against the TEST Server are included and will initially be installed as an instance of V16.2 ONESolution.

Services for Migration to V16.2:

- Business Process Review (BPR) Financials and HR/Payroll (Also see quote Q-00025305)
 - o Project Mgt 18/Hrs
 - o Consulting 90/Hrs

Install and Initial Data Migration-40/hrs

Post Installation Verification-40/hrs

SA/DBA Training-8/hrs

Mock Data Roll-24/hrs

Final Data Roll and Go Live-24/hrs

Test Account Creation-24/hrs

*Installation Total-160/hrs

Workflow/Report Dev Asst.-40/hrs

Review of Custom-24/hrs

*Development Total -64/hrs

Project Management-120/hrs

Install Cognos BI 10.2.2 on District provided server against ONESolution TEST Instance – 8/Hrs
HFS Upgrade of Cognos from 10.2.2 to V11 TEST (No Charge)
HFS Upgrade of Cognos from 10.2.2 to V11 PROD (No Charge)
V16.2 to V17 Upgrade of TEST – Installation – 16/Hrs
V16.2 to V17 Upgrade of TEST – Proj Mgt – 8/Hrs
Non-Business Hrs Upgrade of PROD to V17- Flat Fee \$1,750

Superion will invoice travel & Living Expenses at actual for the Business Process Review (BPR) for Financials and Human Resources/Payroll in compliance with our travel policy. The \$4,500 estimate for 2 Trips (one three-day visit for Financials, and one three-day visit for HR/Payroll is a not-to-exceed budget amt.). While normally the BPR's are conducted onsite for two-or-three days for each area, Superion can consider conducting the BPR's remotely.

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:

License, Project Planning, Project Management, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Project Management Fees will be invoiced as one combined fee. Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, all other Professional Services and Travel & Living expenses are due monthly, as such services are delivered. Additional services, if requested will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by Superion in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

Superion Application Annual Support: Customer is committed to the initial term of Agreement and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then prevailing rate. Except for the second term of support for which Superion is committed, subsequent terms will renew automatically until such time a party receives written notice from the other party thirty (30) days prior to the expiration of the then current term. Notification of non renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by Superion will renew automatically at then-prevailing rates until such time Superion receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

Additional Terms:

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by Superior and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the Superior Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which Superior delivers, F.O.B. Superior's place of shipment, the Component Systems to Customer.

The Superior application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by Superior to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). Superior makes no representation as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, Superior reserves the right to adjust this proposal to reflect those changes.

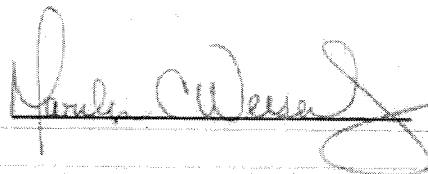
Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to Superior at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to Superior's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Riverside County Flood Control District

Authorized Signature:



Date: 5.8.2017

Printed Name: Marilyn C Weisenberg

Superior, LLC

Page 5 of 5