

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



ITEM  
3.115  
(ID # 4846)

MEETING DATE:

Tuesday, August 29, 2017

FROM : TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:  
Approval of a Five Year Agreement with Cascade Software Systems without seeking competitive bids to Provide Project Based Cost Accounting Modules, compatible with PeopleSoft Financials, to meet State of California audit requirements when reconciling the Transportation Road Fund and Approval of Budget Adjustment in the amount of \$561,735. All Districts; [\$981,012 Total]; Gas Tax 100%. (4/5ths Vote Required)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Agreement with Cascade Software Systems without seeking competitive bids for a license and acquisition of WIN-CAMS (Windows Cost Accounting Management System) software at \$624,150 (Schedule F of contract) as well as four years' maintenance, including optional modules/custom reports (Schedule G of Contract) as needed at \$356,862, for a total cost of \$981,012; and
2. Authorize the Purchasing Agent, based on the availability of fiscal funding and as approved by County Counsel, to approve purchases of other necessary services or products up to an additional 15% contingency above \$981,012 and sign amendments that do not change the substantive terms of the agreement; and
3. Approve and direct the Auditor-Controller to make budget adjustments increasing appropriations and use of committed/assigned fund balance in the amount of \$561,735 for Operations Budget as shown on Schedule A.

**ACTION:** 4/5 Vote Required, Policy, H-11

Juan O. Perez, Director of Transportation & Land Management 7/12/2017

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Washington, Perez and Ashley  
Nays: None  
Absent: Tavaglione  
Date: August 29, 2017  
xc: TLMA-Transp., Purchasing, Auditor

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

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

| <b>FINANCIAL DATA</b>                | <b>Current Fiscal Year:</b> | <b>Next Fiscal Year:</b> | <b>Total Cost:</b>                    | <b>Ongoing Cost</b> |
|--------------------------------------|-----------------------------|--------------------------|---------------------------------------|---------------------|
| <b>COST</b>                          | \$561,735                   | \$62,415                 | \$981,012                             | \$0                 |
| <b>NET COUNTY COST</b>               | \$0                         | \$0                      | \$0                                   | \$0                 |
| <b>SOURCE OF FUNDS:</b> Gas Tax 100% |                             |                          | <b>Budget Adjustment:</b> Yes         |                     |
|                                      |                             |                          | <b>For Fiscal Year:</b> 17/18 – 21/22 |                     |

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Transportation Department annually administers gas tax expenditures that exceed \$40 million, which will increase over the coming years. In addition, the department administers an additionally \$40 to \$60 million annually in Federal funds. These funds collectively are used to fund hundreds of Transportation projects in Riverside County. It is critical to have a project cost accounting system that can meet auditing requirements for State and Federal funds, and which allows us to effectively and efficiently manage project costs.

In our latest State Road Fund Audit, Transportation received a finding that the Auditors were not able to properly reconcile the County's General Ledger with the Project Costing ledger. WIN-CAMS will provide the means to reconcile and generate the schedules used in the State Road Report which is the document that is required for the release of the County of Riverside's share of Gas Taxes.

The Transportation Department requests to enter into an agreement with Cascade Software Systems to be used for a countywide WIN-CAMS license, with Project-Based Cost Accounting modules that are designed to specifically meet the requirements of the State Road Report, and State Auditors.

Forty-three of California's fifty-eight counties utilize WIN-CAMS for their gas tax accounting. WIN-CAMS will not replace PeopleSoft, but provide a more detailed project accounting ledger, that will interface with PeopleSoft. This system is also compatible with the proposed Workday cost accounting system that the County is migrating to, which has been confirmed by the WIN-CAMS and Workday vendors as well as RCIT.

County Counsel has approved the Agreement as to form.

**Impact on Residents and Businesses**

This Project Based Cost Accounting software will assist the Transportation Department in administering State and Federal Transportation funds to support the Department's primary functions of maintaining safe roads, expanding infrastructure, and enhancing mobility in Riverside County. It will significantly improve our ability to account for project level expenditures that meet State audit requirements.

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

**SUPPLEMENTAL**

**Additional Fiscal Information**

| <b>WIN-CAMS</b>                                    | <b>Cost</b>      |
|----------------------------------------------------|------------------|
| One-time Installation Costs                        | \$624,150        |
| Maintenance and Upgrades over 4-year period        | \$206,862        |
| Optional/Additional Modules and Custom Programming | <u>\$150,000</u> |
| Total                                              | \$981,012        |

Acquisition and Implementation costs will be spread over 2 fiscal years – see Exhibit F  
Maintenance, Upgrades, and potential additional modules and/or custom programming - see Exhibit G

Subsequent to the H-11 estimated cost, the county moved forward with implementation of Workday. There will be additional minimal costs to interface WIN-CAMS with Workday. The final total of the software to be paid to WIN-CAMS is \$624,150 from \$593,150. The remaining amount in the H-11 is for RCIT costs, which can be absorbed in the department's budget.

It was expected that a significant amount of the costs would occur in FY 16/17 and was budgeted for last year. Since this is now moving forward at the beginning of FY 17/18, a budget adjustment is required.

**Contract History and Price Reasonableness**

County Purchasing released a Request for Information (RFI) ITARC-409, soliciting information on behalf of the Transportation and Land Management Agency's Transportation Department. The RFI was advertised on the Public Purchase website. A total of five vendors came to present their products. After careful consideration, no other vendor could as effectively meet the detailed needs required for compliance with the State Road Report. To TLMA's knowledge, there is no other commercially available software program that meets the State Controller's requirements without modification and extensive customized programming.

The Department obtained information on the cost of implementation of WIN-CAMS in other counties and found the proposal from WIN-CAMS to be reasonable and comparable to the costs of implementations in other entities. The proposal was received and approved by the Technology Standards Oversight Committee (TSOC) on February 1, 2017.

**ATTACHMENTS**

**ATTACHMENT A. BUDGET ADJUSTMENT**

**ATTACHMENT B. Agreement**

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

ATTACHMENT C. Sole Source Form

ATTACHMENT F. WIN-CAMS Implementation Costs

ATTACHMENTG. Estimated Costs for WIN-CAMS Maintenance, Upgrades, Optional  
Additional Modules and Custom Programming



Tina Grande, Principal Management Analyst

8/7/2017



Misley Wang

7/14/2017



Lisa Brandt

7/13/2017



Gregory V. Priapros, Director County Counsel

7/13/2017

**SCHEDULE A: BUDGET ADJUSTMENT FY 17-18**

**Increase Appropriations:**

|                         |                      |           |
|-------------------------|----------------------|-----------|
| 20000-3130100000-546280 | Capitalized Software | \$561,735 |
|-------------------------|----------------------|-----------|

**Decrease committed/assigned Fund Balance:**

|                         |                          |           |
|-------------------------|--------------------------|-----------|
| 20000-3130100000-321101 | Restricted Program Money | \$561,735 |
|-------------------------|--------------------------|-----------|

## Exhibit F- WIN-CAMS Implementation Costs

| Fiscal Year  |                                                      |                                                                                                                                                                                                                                                                  |                   |
|--------------|------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| FY 17/18     | Project Initiation,<br>Implementation and<br>Testing | In-depth analysis of county current practices, requirements, system design and development of implementation plan. Installation and testing of all required modules, development and testing of interfaces with PeopleSoft, staff training, parallel processing. | \$ 561,735        |
| FY 18/19     | Go-Live                                              | System Go-Live and release of retention.                                                                                                                                                                                                                         | \$ 62,415         |
| <b>Total</b> |                                                      |                                                                                                                                                                                                                                                                  | <b>\$ 624,150</b> |

## Exhibit G

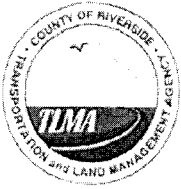
### Estimated Costs for WIN-CAMS Maintenance, Upgrades, Optional Additional Modules and Custom Programming

| Fiscal Year  | Required Maintenance and Upgrades on Original Modules | Optional Additional Modules, Custom Programming and Related Maintenance | Total Costs Years 2-5 |
|--------------|-------------------------------------------------------|-------------------------------------------------------------------------|-----------------------|
| FY 18/19     | 43,700                                                |                                                                         | 43,700                |
| FY 19/20     | 53,314                                                | 30,000                                                                  | 83,314                |
| FY 20/21     | 54,380                                                | 60,000                                                                  | 114,380               |
| FY 21/22     | 55,468                                                | 60,000                                                                  | 115,468               |
| <b>Total</b> | <b>206,862</b>                                        | <b>150,000</b>                                                          | <b>356,862</b>        |

Only the required maintenance and upgrades to the software are guaranteed in the contract. All optional modules and custom programming are on an as-needed basis, dependent upon Transportation's needs and budget.

Maintenance costs are subject to a COLA based on the CPI for the prior year, above estimates assume a CPI of 2%.

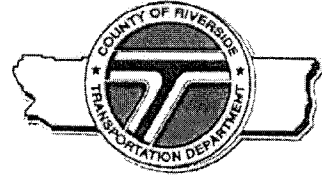
The optional modules and custom programming may not occur in the years depicted above, Transportation may request development and installation of modules and reports as needs arise over the contract period. Optional modules purchased will be subject to a maintenance fee of 15% of the module cost annually. The optional module categories include A) Estimates, Bids, Contracts Module B) Roads Management module C) Bridges Management Module D) Sign Shop Module E) Storm Sewer Module



Juan C. Perez, P.E., T.E.  
Transportation and Land  
Management Agency Director

# COUNTY OF RIVERSIDE

## TRANSPORTATION AND LAND MANAGEMENT AGENCY



Patricia Romo, P.E.  
Director of Transportation

### Transportation Department

Date: June 20, 2017

From: Juan C. Perez, Director, TLMA

To: Board of Supervisors/Purchasing Agent

Via: Norma Larson - 951-955-2783, nlarson@rivco.org

Subject: Sole Source Procurement; Request for Cascade Software System - WIN-CAMS  
The below information is provided in support of my Department requesting approval for a sole source

1. **Supplier being requested: Cascade Software Systems**  
P O BOX 10723  
Eugene OR 97440-2724
2. Vendor ID: 0000201063
3. Supply/Service being requested: **Cascade Software Systems WIN-CAMS Cost Accounting Management System**, cost accounting modules designed to specifically meet the requirements of the California State Road Report and State Auditors, which will integrate into PeopleSoft and any other existing County system or future County systems as needed. It does not replace the county's financial system but rather provides a more detailed Project Cost ledger for State reporting purposes that interfaces with the County financial system.
4. Alternative suppliers that can or might be able to provide supply/service and extent of market search conducted: We reviewed submittals from Crowe Horwath (MS Dynamics AX), Sungard (One Solution) and Tyler (Munis) as well as Cascade. After vendor presentations and careful consideration, no other vendor could meet the needs of the State Road Report with delivered functionality.
5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide: WIN-CAMS is designed specifically for Transportation entities to support accounting and reporting for the California State Road Report in conformance with the Uniform System of Accounts, which is the necessary report to ensure that the County receives its share of Gas Tax funding. **Forty-three of California's fifty-eight counties currently use WIN-CAMS in one or more of their departments.** WIN-CAMS provides the schedules and reporting features required by the State Auditors, and is the software recommended by the State Auditors. To TLMA's knowledge, there is no other commercially available software program that meets the State Controller's requirements without modification and extensive customized programming.



6. Reasons why my department requires these unique features and what benefit will accrue to the county:

TLMA – Transportation requires WIN-CAMS to ensure accurate and required reporting for preparation and audit of the State Road Report. The Road Report must be compiled, reported, and periodically audited to receive our County share of Gas Tax – averaging about \$40,000,000 annually. In our last Road Fund audit there was a finding that the State auditors were unable to properly reconcile the general ledger to the project costing system, and the recommendation was made to obtain a project cost system that would support that reconciliation. WIN-CAMS greatly simplifies the complicated tasks of managing a Transportation department involving processing time and crew sheets, posting costs at the project, phase, and funding source levels, reconciling to the General Ledger, and billing for reimbursable work funded by multiple funding sources – State, Federal, and local entities.

7. Period of Performance: From: 7/1/2017 to 6/30/22

Is this an annually renewable contract?  No  Yes  
 Is this a fixed-term agreement:  No  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.

*Future years costs are estimated, actual costs are subject to an annual COLA adjustment as well as an annual WIN-CAMS system upgrade fee. Hardware and RCIT staff time for ongoing hardware support are not included below, they will be charged as part of RCIT's ongoing support charges.*

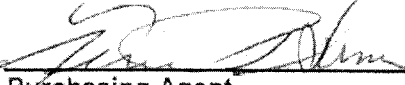
| Description:                                              | FY17/18 | FY18/19 | FY19/20 | FY20/21 | FY21/22 | Total   |
|-----------------------------------------------------------|---------|---------|---------|---------|---------|---------|
| One-time Costs:                                           |         |         |         |         |         |         |
| <i>Implementation</i>                                     | 561,735 | 62,415  |         |         |         | 624,150 |
| Ongoing Costs:                                            |         |         |         |         |         |         |
| <i>Maintenance and Upgrade on Original Modules</i>        |         | 43,700  | 53,314  | 54,380  | 55,468  | 206,862 |
| <i>Optional Additional Modules and Custom Programming</i> |         |         | 30,000  | 60,000  | 60,000  | 150,000 |
| Total Costs                                               | 561,735 | 106,115 | 83,314  | 114,380 | 115,468 | 981,012 |

9. Price Reasonableness: *The cost as quoted is quite reasonable to ensure a revenue stream of \$40,000,000 annually. Because Win-Cams is specifically designed to provide as delivered functionality the accounting and reports required by the State Auditors, and is to our knowledge the only software system that is specifically designed for this purpose, any other system would require expensive modifications to achieve the same goals. The Department obtained information on the cost of implementation of WIN-CAMS in other counties and found the proposal from WIN-CAMS to be reasonable and comparable to the costs of implementations in other entities. The proposal was received and approved by the Technology Standards Oversight Committee (TSOC) on February 1, 2017.*

10. Projected Board of Supervisor Date (if applicable): July 25, 2017  
(Form 11s must accompany the sole source request for Purchasing Agent approval.)

  
Department Head Signature (or designee)      Juan C. Perez      7/11/17  
Print Name      Date

Purchasing Department Comments:

Approve      Approve with Condition/s      Disapprove  
Not to exceed: \$ Per Table      One time      Annual Amount through 6/30/22  
10 #8      (Date)  
      7/12/17      18-023  
Purchasing Agent      Date      Approval Number  
(Reference on Purchasing Documents)

List Attachments:

Exhibit F – WIN-CAMS Implementation Costs

Exhibit G – Estimated Costs for WIN-CAMS Maintenance, Upgrades, Optional Additional Modules and Custom Programming

Exhibit F– WIN-CAMS Implementation Costs

| Fiscal Year  |                                                |                                                                                                                                                                                                                                                                  |                   |
|--------------|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
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| FY 18/19     | Go-Live                                        | System Go-Live and release of retention.                                                                                                                                                                                                                         | \$ 62,415         |
| <b>Total</b> |                                                |                                                                                                                                                                                                                                                                  | <b>\$ 624,150</b> |

## Exhibit G

### Estimated Costs for WIN-CAMS Maintenance, Upgrades, Optional Additional Modules and Custom Programming

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|--------------|-------------------------------------------------------|-------------------------------------------------------------------------|-----------------------|
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| FY 20/21     | 54,380                                                | 60,000                                                                  | 114,380               |
| FY 21/22     | 55,468                                                | 60,000                                                                  | 115,468               |
| <b>Total</b> | <b>206,862</b>                                        | <b>150,000</b>                                                          | <b>356,862</b>        |

Only the required maintenance and upgrades to the software are guaranteed in the contract. All optional modules and custom programming are on an as-needed basis, dependent upon Transportation's needs and budget.

Maintenance costs are subject to a COLA based on the CPI for the prior year, above estimates assume a CPI of 2%.

The optional modules and custom programming may not occur in the years depicted above, Transportation may request development and installation of modules and reports as needs arise over the contract period. Optional modules purchased will be subject to a maintenance fee of 15% of the module cost annually. The optional module categories include A) Estimates, Bids, Contracts Module B) Roads Management module C) Bridges Management Module D) Sign Shop Module E) Storm Sewer Module



# RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

|                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |                           |                                 |                         |                                          |                   |
|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------------|---------------------------------|-------------------------|------------------------------------------|-------------------|
| <b>RII Number:</b>                                                                                      | PR2017-05105                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |                           |                                 |                         |                                          |                   |
| <b>Requested Purchase:</b>                                                                              | WIN-CAMS COST ACCOUNTING MANAGEMENT SYSTEM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |                           |                                 |                         |                                          |                   |
| <b>Department/Agency:</b>                                                                               | Transportation and Land Management                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |                           |                                 |                         |                                          |                   |
| <b>Primary Contact/Phone:</b>                                                                           | Norma Larson                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |                           | <b>Alternate Contact/Phone:</b> |                         |                                          |                   |
| <b>Purchase Request Type:</b>                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |                           |                                 |                         |                                          |                   |
| <b>Describe Requested Purchase:</b>                                                                     | Cascade Software Systems Win-Cams Cost Accounting Management System, a cost accounting system designed to specifically meet the Reporting and Reconciliation requirements of the California State Road Report and State Auditors. This is not an ERP or replacement for PeopleSoft, rather a subsidiary system for Project Costs that will upload to (and in some cases, download from) PeopleSoft or any future ERP utilized by the County. Win-Cams is currently in use by 43 of the 58 counties in the State of California.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |                           |                                 |                         |                                          |                   |
| <b>Terms:</b>                                                                                           | Is this a Multi Year Contract?: False<br>Length of Contract:<br>Start Date:<br>End Date:<br>Special Terms and Conditions:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |                           |                                 |                         |                                          |                   |
| <b>Business Needs Addressed:</b>                                                                        | Win-Cams will allow us to process, track, and report on project level expenditures and revenues in the manner required by the state auditors -- including the use of a reconciliations ledger. Our most recent Road Fund audit generated an Audit Finding because our project level cost accounting could not be properly reconciled with the County's General Ledger (GL) costs. Manual efforts at reconciliation, while closing the gap, still retained a significant level of variance that was unacceptable to the State. Win-Cams generates an accurate and completely automated reconciliation between project costing (PC) and GL, and allows us to track, and if necessary, allocate the difference between PC and GL. In addition, Win-Cams also auto-delivers the reports that are required to build the State Road Report, which is prepared annually and is required for the Gas Tax funding that the department relies on to perform our primary function -- maintaining the county's roads and bridges. |                               |                           |                                 |                         |                                          |                   |
| <b>Are there other county systems that provide the same functionality?</b>                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |                           |                                 |                         |                                          | No                |
| <b>Business Criticality:</b>                                                                            | Run the Business                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |                           |                                 |                         |                                          |                   |
| <b>Business Impact:</b>                                                                                 | Support Current Operations, Reduce Expenses, Improve Customer Service, Improve Operational Efficiencies                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |                           |                                 |                         |                                          |                   |
| <b>Current Cost Itemization (Include all the year 1 cost)</b>                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |                           |                                 |                         |                                          |                   |
| <b>Item Description</b>                                                                                 | <b>Purchase Type</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Vendor</b>                 | <b>Quantity</b>           | <b>Unit Cost</b>                | <b>Sub_Total</b>        | <b>Item Tax</b>                          | <b>Total Cost</b> |
| WIN-CAMS COST ACCOUNTING MANAGEMENT SYSTEM                                                              | Equipment - New                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Unknown                       | 1                         | \$662,621.00                    | \$662,621.00            |                                          | \$662,621.00      |
| <b>Annual Costs</b>                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |                           |                                 |                         |                                          |                   |
| <b>Item Description</b>                                                                                 | <b>Payment Type</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Terms (In Years)</b>       | <b>Payment amount</b>     | <b>Total Annual Payments</b>    |                         |                                          |                   |
| <b>Accounting String</b><br>To be completed for pass-thru purchases that will be processed by RCIT Only |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |                           |                                 |                         |                                          |                   |
| <b>%Billed</b>                                                                                          | <b>Accounts (6 digits)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Dept.ID (6 -10 digits)</b> | <b>Program (5 digits)</b> | <b>Class (5 digits)</b>         | <b>Grant (9 digits)</b> | <b>Customer Project Code (10 digits)</b> |                   |
| <b>Department Head Signature:</b> unknown<br>(or Authorized designee)                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |                           |                                 | <b>Date:</b>            |                                          |                   |
| <b>RCIT Review (Standard purchases and renewals &lt; \$25000) - Administrative Review Status</b>        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |                           |                                 |                         |                                          |                   |
| <b>Recommended:</b>                                                                                     | <b>By:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |                           | <b>Date:</b>                    |                         |                                          |                   |
| <b>Denial Explanation:</b>                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |                           |                                 |                         |                                          |                   |



# RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

|                                                                                                       |                     |                      |
|-------------------------------------------------------------------------------------------------------|---------------------|----------------------|
| <b>ACIO Review (Non standard purchases and renewals between \$0K and \$100K) - ACIO Review Status</b> |                     |                      |
| Recommended:                                                                                          | BY:                 | Date:                |
| Denial Explanation:                                                                                   |                     |                      |
| <b>CIO Review (Purchases and renewals &gt;\$100K) CIO Review Status</b>                               |                     |                      |
| Recommended: <i>Yes</i>                                                                               | By: <i>A. Lewis</i> | Date: <i>1/30/17</i> |
| Denial Explanation:                                                                                   |                     |                      |
| <b>TSOC Review (Purchases and renewals &gt;\$100K) TSOC Review Status</b>                             |                     |                      |
| Recommended: <i>Yes</i>                                                                               | By: <i>A. Lewis</i> | Date: <i>2/1/17</i>  |
| Denial Explanation:                                                                                   |                     |                      |

AGREEMENT  
FOR  
FINAL DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE  
COST ACCOUNTING MANAGEMENT SYSTEM (WIN-CAMS)

FORM APPROVED COUNTY COUNSEL

BY:   
NEAL R. KIPNIS

DATE 7/13/17

AUG 29 2017 3.115

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**EXHIBIT A - CONTRACT LINE ITEMS (CLINS) SCHEDULE & COSTS**

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**EXHIBIT C - ACCEPTANCE PROCEDURE**

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**EXHIBIT E - HARDWARE /SOFTWARE ENVIRONMENT DIAGRAM**

**EXHIBIT F - ACQUISITION AND IMPLEMENTATION COST SCHEDULE**

**EXHIBIT G - MAINTENANCE/UPGRADE AND OPTIONAL COSTS SCHEDULE**

AGREEMENT

FOR

FINAL DESIGN, DEVELOPMENT AND IMPLEMENTATION  
COST ACCOUNTING MANAGEMENT SYSTEM (WIN-CAMS)

1. INTRODUCTION

THIS AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017, is between COUNTY of Riverside, a political subdivision of the State of California, referred to as "COUNTY", having its principal office at Riverside, California, and Cascade Software Systems, Inc., an Oregon corporation, hereinafter referred to as "CONTRACTOR", having its principal place of business at 911 Country Club Road, Suite 320, Eugene, Oregon.

2. WITNESSETH

WHEREAS, the COUNTY desires a computerized Project Cost Accounting System to interface with PeopleSoft Financials and HRMS, and desires to obtain professional services to perform the final design, development and implementation of said system; and

WHEREAS, the CONTRACTOR has demonstrated expertise in the area of computerized project cost accounting systems for county governments; and

WHEREAS, the CONTRACTOR has expertise in project direction and control, project management, information systems design and development; and

WHEREAS, the CONTRACTOR has demonstrated its ability to provide such services, having provided the COUNTY with a preliminary requirements analysis of said system; and

WHEREAS, when such software is implemented it will enhance the ability of Riverside County Transportation and Land Management Agency to manage projects and provide detailed cost accounting information consistent with State and COUNTY audit requirements; and

NOW, THEREFORE, in consideration of the mutual understandings herein contained, COUNTY and CONTRACTOR agree as follows:

3. MUTUAL ASSENT

Pursuant to all applicable areas of the Laws of the State of California, COUNTY hereby engages CONTRACTOR and CONTRACTOR hereby promises to provide certain final design, program development and training and system implementation as specified herein and according to the terms and conditions contained herein.

### 3.1. Effective Date and Content

Regardless of any other date that may appear elsewhere, the effective date of this contract is the date specified in Section 1, Introduction, above. This Agreement consists of the terms and conditions herein and Exhibits A through G, which are herewith incorporated and made part of this agreement as though set out at length herein:

| <u>Exhibit</u> | <u>Document Description</u>                     |
|----------------|-------------------------------------------------|
| A              | Contract Line Items (CLINs), Cost & Schedule    |
| B              | Statement of Work                               |
| C              | Acceptance Procedure                            |
| D              | Maintenance Agreement                           |
| E              | Hardware/Software Diagram                       |
| F              | Acquisition/Implementation Cost Schedule        |
| G              | Maintenance/Upgrade and Optional Costs Schedule |

### 3.2. Cost

The total contract price shall not exceed \$ 624,150.00, not including the cost for maintenance and CAMS system services as stated in Exhibit D.

### 3.3. Term

The term of this Agreement will expire upon the latest date specified in Exhibit A or amendments thereto, not including the maintenance and CAMS system services as stated in Exhibit D.

### 3.4. Order of Precedence

In the event of any conflict, the controlling document shall be determined by the following order of precedence:

- 0 The body of this Agreement and its amendments, if any.
- 0 The Exhibits and their amendments, if any.

### **3.5. Performance Effort**

CONTRACTOR agrees to perform the effort described in each CLIN in Exhibit A to meet the Requirements in Exhibit B and the Acceptance criteria in Exhibit C. All work performed by CONTRACTOR shall be of high professional quality. CONTRACTOR warrants and represents that all personnel provided shall be highly qualified for the work for which they are assigned.

### **3.6. Schedule**

The CONTRACTOR agrees to complete each CLIN according to the performance period and delivery date specified in Exhibit A.

### **3.7. Deliverables**

The CONTRACTOR is to provide appropriately skilled personnel and other resources necessary to perform the work described in Exhibit B in accordance with professional standards and to meet the requirements of the acceptance procedure Exhibit C.

## **4. COMPENSATION**

The CONTRACTOR shall be compensated for each CLIN separately, the lowest level of severability being a CLIN. All CLINs will be compensated as Fixed Price, provided COUNTY determines that CLIN satisfactorily meets its needs.

### **4.1. Compensation - Fixed Price**

For each CLIN identified in Exhibit A, COUNTY shall pay CONTRACTOR at the rate equal to the total CLIN cost specified in Exhibit A.

### **4.2. Invoices and Prompt Payment Due**

Payment will be made to CONTRACTOR within thirty (30) days after COUNTY receipt of a valid invoice in a format approved by the COUNTY covering the CLINs in Exhibit A. CONTRACTOR shall submit invoices based upon implementation milestones. For any work billed on an hourly basis, invoices shall be submitted no more frequently than once a month as agreed by the parties.

### **4.3. Lack of Funding**

In the event that COUNTY's Board of Supervisors does not appropriate funds needed to make payments under this agreement beyond COUNTY's then current fiscal period, COUNTY shall not be required to make such payments and this Agreement shall be terminated as of the end of the last fiscal period for which funds were appropriated.

#### **4.4. Maintenance Agreement**

The cost and payment timing for maintenance and CAMS services are as stated in Exhibit D.

### **5. CHANGES**

#### **Routine Changes**

With respect to a given CLIN, COUNTY may at any time request routine changes to this CLIN and the CONTRACTOR will diligently proceed with the work as modified. COUNTY will **NOT** incur additional costs for routine changes. Routine changes are program modifications that do not functionally change the general scope of this CLIN.

#### **Major Change Authorizations**

With respect to a given CLIN, COUNTY may at any time requests major changes to the general scope of this CLIN and the CONTRACTOR will submit a written response with cost estimates and a project schedule impact statement. The CONTRACTOR will accept a major change only if CONTRACTOR receives COUNTY's written change authorization. The CONTRACTOR shall not accept verbal major change authorizations. COUNTY will **NOT** be obligated to reimburse, pay or compensate CONTRACTOR for (i) labor or costs incurred in excess of the Fixed Price funding limit specified in Exhibit A for each CLIN or for (ii) labor or materials expenses incurred if major change work is performed under verbal authorization.

### **6. REPORTING**

#### **6.1. Periodic Status Reports and Format**

CONTRACTOR will submit to COUNTY status reports representing the progress toward completion.

1. The original contract costs.
2. Current period and cumulative cost for each CLIN.
3. Forecast of cost required to complete.
4. Statement of problems and corrective actions taken.
5. Statement of concerns perceived by CONTRACTOR to be threats to timely completion.

## **7. FACILITIES**

### **7.1. Primary Work Locations and Information**

Necessary access to appropriate COUNTY personnel, production computers and information, workspace will be provided by COUNTY at COUNTY expense.

### **7.2. Offset For Other COUNTY Supplied Resources**

If CONTRACTOR requests the use of other COUNTY facilities, such costs are subject to appropriate offset against any invoice submitted by CONTRACTOR. If an offset is not claimed by COUNTY upon payment of the monthly invoice it is waived.

## **8. INDEPENDENT CONTRACTOR**

For all times under this Agreement, the CONTRACTOR's relationship to COUNTY is that of an independent contractor. For purposes of this Agreement, personnel retained by CONTRACTOR shall, at all times and under all circumstances, be considered either an employee or an agent of CONTRACTOR. Under no circumstances shall CONTRACTOR's personnel be considered borrowed employees without prior written authorization of COUNTY.

## **9. ACCEPTANCE**

COUNTY shall have thirty (30) working days after delivery of a CLIN in which to consider acceptance and notify CONTRACTOR of any deficiency in the CLIN. COUNTY will accomplish acceptance by using applicable procedures in Exhibit C to insure that all deliverables in the CLIN conform to the requirements of Exhibit B. COUNTY will promptly notify CONTRACTOR of any deficiency allowing reasonable time to cure same. At no time shall such cure period exceed the time specified in the Termination of Agreement Section of this Agreement, Section 21. COUNTY is not obligated to accept a CLIN until all deficiencies identified in the thirty day acceptance period have been cured. If COUNTY has not notified CONTRACTOR of deficiency, COUNTY shall be deemed to have accepted the CLIN on the thirty-first (31st) working day from the date of delivery.

The delivery date is defined as the day CONTRACTOR has provided to COUNTY all of the deliverable items for the CLIN as described in Exhibit B.

## **10. CONFIDENTIAL INFORMATION**

### **10.1. Non-disclosure and Limited Use**

CONTRACTOR acknowledges that it will gain access to confidential data and information by reason of

this Agreement, and CONTRACTOR further acknowledges that irreparable harm to COUNTY can be occasioned by disclosure of that data and information. CONTRACTOR warrants that it shall treat all data, information, sensitive forms, records and documents which come into its possession, or to which it gains access, under this Agreement, as strictly confidential and proprietary to COUNTY. CONTRACTOR shall exercise a standard of care to protect said data, information, sensitive forms, records and documents that is at least as high as that used by CONTRACTOR to protect its own confidential and proprietary data. CONTRACTOR shall not use said data, information or other information except for COUNTY business.

### **10.2. Confidentiality Extends Beyond Performance**

Upon completion of this Agreement, the provisions of this section 10 shall continue to survive.

### **10.3. Security Compliance**

CONTRACTOR agrees that it and its personnel shall at all times comply with all security standards, practices, and procedures which COUNTY may from time to time establish with respect to information and materials which come into CONTRACTOR's possession, or to which CONTRACTOR gains access, under this Agreement. CONTRACTOR further agrees that it and its personnel shall at all times comply with all Federal, State and local laws and regulations respecting confidentiality of the records and data which come into CONTRACTOR's possession, or to which CONTRACTOR gains access, under this Agreement. CONTRACTOR shall take all necessary and appropriate measures to assure that its personnel comply with the requirements of this Section. COUNTY may ask CONTRACTOR to require its employees to sign binding agreements acknowledging such compliance.

## **11. PROPRIETARY RIGHTS IN WORK PRODUCT**

### **11.1. Existing Program**

CONTRACTOR and COUNTY shall retain title to respective proprietary computer programs owned at the commencement of this Agreement, including program modifications and enhancements to such programs; and each party shall be without rights, title, or interest in or to such programs owned by the other party, except as is expressly set forth in this Agreement or by separate written agreement between the parties.

With respect to the Software, COUNTY end users will have the right to access and use such software from any COUNTY business location to carry out COUNTY functions on behalf of the COUNTY. COUNTY may make copies of the software for backup and archival purposes, and run copies of the software in non-production environments for testing or training, provided Cascade's copyright and/or proprietary legends are reproduced on each copy.

### **11.2. New Program**

CONTRACTOR shall retain title to newly developed proprietary computer programs including program modifications and enhancements to such programs.



### **11.3. CONTRACTOR's Right to Develop Similar Programs**

This agreement shall not preclude CONTRACTOR from developing and marketing systems, programs, data or materials developed at CONTRACTOR's sole expense similar to those systems, programs, data or material originated for COUNTY under this Agreement.

### **11.4. Rights of Termination**

Upon termination or expiration of this Agreement, CONTRACTOR shall immediately deliver to COUNTY all COUNTY-owned programs and related documentation. In addition, CONTRACTOR grants to COUNTY a perpetual, royalty-free, non-exclusive, irrevocable, and non-transferable license to use, solely for COUNTY purposes any CONTRACTOR-owned programs, including system software, utilized by CONTRACTOR in performance of this Agreement.

### **11.5. Rights Extend Beyond Performance**

Upon completion of this Agreement, the provisions of this section 11 shall continue to survive.

### **12. CONTRACTOR's Right to Assign Personnel**

COUNTY must approve the CONTRACTOR's personnel assignments and may request changes in said assignments with reasonable cause. CONTRACTOR will promptly honor such requests.

### **13. FORCE MAJEURE**

CONTRACTOR shall not be held responsible for delays in performing services as a result of acts beyond its control and without its fault or negligence, including, but not limited to acts of God or public enemies, acts of state or local governments or public agencies, utility or telecommunication delays or failures, accidents not resulting from CONTRACTOR's negligence, fire, flood, storms, epidemics, strikes, lockouts, industrial disturbances, war, rebellion or civil strife, or failure of COUNTY to provide requested data reasonably required to perform CONTRACTOR's assigned task(s) where such failure was not caused in whole or in part by CONTRACTOR. In the event of a delay attributable to the foregoing, the time for performance of work hereunder shall be extended for a period of time equal to the delay.

**14. ASSIGNMENT**

This Agreement and the rights and obligations hereunder are not assignable or delegable by either party without prior written consent of the other party. Any such assignment or delegation is **VOID**.

**15. CONTROLLING LAW**

**15.1. Laws of California Control**

The terms and conditions of this Agreement and all its Exhibits and rights and duties hereunder shall be governed by and construed in accordance with the laws of the State of California. Any legal action related to this Agreement shall be filed in the Superior Court or the U.S. District Court located in Riverside, California.

**15.2. Rules of Interpretation**

No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

**16. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement and understanding between COUNTY and CONTRACTOR, and there are no other agreements, representations, warranties or understandings between COUNTY and CONTRACTOR with respect to the work hereunder.

**17. CAPTIONS AND PARAGRAPH HEADINGS**

Captions and paragraph headings used herein are for convenience only and are not a part of the Agreement and shall not be used in construing same.

**18. WAIVER**

No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of COUNTY to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

**19. VALIDITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

**20. COMPLIANCE WITH LAWS**

**20.1. CONTRACTOR to Comply With All Laws**

The Contractor agrees to comply with all applicable Federal, State, and local Laws, Rules, Regulations, or Ordinances; and all provisions required thereby to be included herein, are hereby incorporated by reference.

**20.2. Indemnification - General**

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its officers, agents and employees, from any and all claims or losses accruing or resulting to any and all contractors, vendors, suppliers, employees, or any other persons, firms, corporations, or entities for the furnishing or supplying of work, services, equipment, software, materials and supplies in connection with the indemnitor's performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, corporation, or other entity, for personal injuries or property damage resulting or arising from, or as a consequence of, the acts or omissions to act of the indemnitor, or its officers, agents or employees, in connection with the indemnitor's performance of this Agreement. CONTRACTOR shall act in an independent capacity and not as officer, employee or agent of COUNTY.

COUNTY shall indemnify, defend and hold CONTRACTOR, its partners, employees, agents, shareholders, representatives and affiliates harmless from any claim, loss, cost, damage, demand, expense and liability, including reasonable attorney's fees, to the extent resulting from any intentional or negligent act of omission of the County of Riverside, its officers, agents or employees relating to this Agreement.

**20.3. Indemnification - Intellectual Property**

CONTRACTOR shall indemnify and hold COUNTY, its agents and employees harmless from any loss, damage or liability for infringement of any United States patent right, copyright, trade secret or any other proprietary right with respect to the use of the items delivered hereunder, provided CONTRACTOR is promptly notified in writing of any suit or claim against COUNTY and provided further that COUNTY permits CONTRACTOR to defend, compromise or settle the same and gives CONTRACTOR all available information, assistance and authority to enable CONTRACTOR to do so. CONTRACTOR's indemnity as to use shall not apply to any infringement arising out of use in combination with other items where such infringement would not have occurred in normal use.

## 21. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party hereto by written notice in the event the other party fails to perform its obligations under this Agreement, and such default is not cured within thirty (30) days after receipt of such written notice.

## 22. TERMINATION OF A CLIN

Any CLIN identified in Exhibit A may be terminated in whole or in part, by COUNTY upon written notice to CONTRACTOR, whenever, for any reason, COUNTY shall determine that such termination is in its best interest. Such notice to be effective must be in writing and rendered to CONTRACTOR at least two (2) weeks prior to the date of termination, during which period CONTRACTOR will endeavor to reduce appropriate costs prior to termination.

Upon receipt of such written notice of termination, CONTRACTOR shall, within thirty (30) days after the date of termination, file a payment claim with COUNTY which shall include an invoice for all work performed and all charges incurred under the CLIN to date of termination.

Upon receipt of payment of COUNTY's final invoice and termination claim, payable within thirty (30) days, CONTRACTOR shall turn over to COUNTY all completed programs, reports, data, diagrams, and other materials generated during the performance of the terminated CLIN.

## 23. INSURANCE

### 23.1. Worker's Compensation Compliance

The CONTRACTOR shall maintain Worker's Compensation Insurance providing full statutory coverage. The Worker's Compensation Policy shall contain the following endorsement:

Provide that the insurance may not be cancelled or reduced without thirty (30) days prior written notice to COUNTY.

### 23.2. General Liability Insurance

The CONTRACTOR shall maintain General Liability Insurance covering bodily injury and property damage liability in an amount of not less than One Million Dollars (\$1,000,000.00). The insurance shall cover claims and action for bodily injury, accidental death and property damage and may be in the form of a combined single limits policy. The General Liability Insurance Policy shall contain the following endorsements:

The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages.  
(Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.)

Provide that the insurance may not be cancelled or reduced without thirty (30) days prior written notice to COUNTY.

### **23.3. Professional Liability Insurance**

The CONTRACTOR shall maintain Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) aggregate.

### **23.4. Automobile Insurance**

The CONTRACTOR shall maintain Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence (general) and Five Hundred Thousand Dollars (\$500,000) per occurrence (property).

### **23.5. Certificate of Insurance**

Prior to CONTRACTOR's performance pursuant to this Agreement, CONTRACTOR shall file with COUNTY, certificates which will confirm that the above described insurance is in effect.

### **23.6. Term**

The Worker's Compensation Insurance and General Liability Insurance and Endorsements shall be maintained by the CONTRACTOR for the period from execution of this Agreement until completion or termination of this Agreement.

## **24. INSPECTIONS**

All work under this Agreement shall be subject to inspection by COUNTY to the extent practicable at any reasonable time and place, including the period of design or processing. Any inspection by COUNTY shall be performed in such a manner as not to unduly delay the work.

## **25. RISK OF LOSS**

All work, including data, while in the possession of the CONTRACTOR is the responsibility of the CONTRACTOR to protect from loss, damage or destruction. After delivery of any work and/or data to COUNTY, it shall become the responsibility of COUNTY to protect same from loss, damage or destruction.

**26. REMEDIES NOT EXCLUSIVE**

The remedies for breach set forth in this Agreement are cumulative as to one another and as to any others provided by law, rather than exclusive; and the expression of certain remedies in this Agreement does not preclude resort by either party to any other remedies provide by law.

**27. NEWS AND INFORMATION RELEASE**

CONTRACTOR agrees that it will not issue any news release in connection with either the award of this Agreement, or any subsequent amendment of or effort under this Agreement, without first obtaining review and approval of said news release from COUNTY through the Contract Administrator identified below. COUNTY will not unreasonably withhold this approval.

**28. NOTICES**

Any notice required to be given pursuant to the terms and provisions of this contract shall be in writing and shall be sent first-class to the following addresses:

CONTRACTOR: Mr. Aad F. Alkemade, President  
Cascade Software Systems, Inc.  
Post Office Box 10723  
Eugene, OR 97440

COUNTY: County of Riverside  
TLMA - Transportation Department  
Ms. Norma Larson  
4080 Lemon Street, 8th Floor  
Riverside, CA 92501

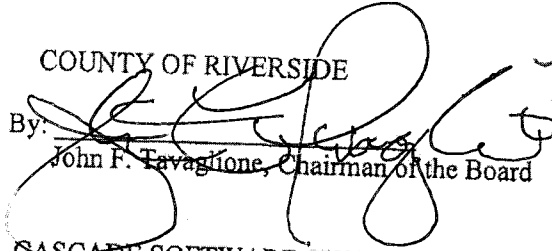
**29. MAINTENANCE AGREEMENT**

The Agreement for Maintenance and System Services for CAMS – Cost Accounting Management System is attached as Exhibit D and incorporated into this Agreement. The start date stated in the Agreement for Maintenance and System Services is intended to correspond with the expected system production start date listed in the Statement of Work (Exhibit B), and will be contingent upon the successful installation and acceptance of WIN-CAMS by the County.

30. SIGNATURES

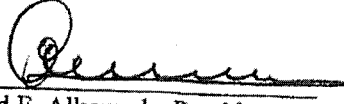
IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement on the date and year set forth above.

Date: AUG 29 2017

COUNTY OF RIVERSIDE  
By:   
John F. Favaglione, Chairman of the Board

CASCADE SOFTWARE SYSTEMS, INC.

Date: 7/11/2017

By:   
Aad F. Alkemade, President

FORM APPROVED COUNTY COUNSEL  
BY:  DATE: 7/23/17


ATTEST:  
KECIA HARRER-IHEM, Clerk  
By:   
DEPUTY

EXHIBIT A

CONTRACT LINE ITEMS (CLINS) SCHEDULE & COSTS

|                                                    | START<br>DAYS* | END<br>DAYS* | COST          |
|----------------------------------------------------|----------------|--------------|---------------|
| <u>FIXED PRICE</u>                                 |                |              |               |
| CLIN1: WIN-CAMS Cost Accounting Management Modules | 30             | 480          | \$ 624,150.00 |
| CONTRACT FIXED PRICE                               |                |              | \$ 624,150.00 |

\* Number of days after the contract is signed. This schedule is intended to represent the maximum number of calendar days anticipated for each activity. Contractor may at his discretion provide deliverables in less than the number of days allowed. Contractor must have a representative present upon go-live to resolve any issues that may arise.

Payment Schedule

25% of CAMS Contract amount due thirty (30) days after the effective date of this contract as defined and described by Section 1;

20% upon final system definition/strategy after in-depth onsite review of County system and business practices, and demonstration of relevant modules, as well as provision of design documents and other reference materials as needed.

20% upon installation of online deliverables and training in the use of the system.

25% of CAMS Contract amount due thirty (30) days upon implementation of all deliverable reports, batch procedures, and completion and testing of interfaces with external systems (PeopleSoft) as defined and described by the Statement of Work in Exhibit .

10% of CAMS Contract amount due thirty (30) days upon successful completion of the Acceptance Procedure as defined and described by Exhibit C.



## EXHIBIT B

### COST ACCOUNTING MANAGEMENT SYSTEM

#### STATEMENT OF WORK

##### I. OVERVIEW

Within 60 days of final contract approval, Cascade will submit a project implementation plan/timeline, using Cascade's standard implementation methodology, for County's review and approval. Further, Cascade and County will jointly develop a software testing scheme for user acceptance testing.

##### County Responsibilities:

COUNTY shall make available communications equipment, at COUNTY expense, in both a production and a test environment that will permit Cascade to have remote access to COUNTY's WIN-CAMS system via a VPN or equivalent security protocol. Any authorized Cascade users must sign and agree to COUNTY remote access policies and comply with any security protocols regarding remote access.

##### SQL Server

Operating System Microsoft Windows 2012

Database Microsoft SQL Server 2012

Host Processor: Intel® Xeon® E5-2660 (8 core, 2.20 GHz, 20 MB)

Memory 16GB RAM

1000mbps Ethernet NIC

SAN Drive Space: C = 80 GB (OS) (100GB?)

D = 100 GB (SQL files)

F = 200 (DB and Data Files, and Reserved disk space)

G = 200 (DB Logfiles and Backups)

COUNTY shall install and maintain a program to protect the computer system and software from Malware that may from time-to-time be transmitted or downloaded. COUNTY shall protect the security of the system and prohibit unauthorized access to the system. See Exhibit E for Hardware and Software Exhibit Diagram.

##### Cascade Responsibilities:

The delivery of written work product (such as training materials, project reports and updates) and other deliverables, including but not limited to the software, shall occur in digital formats as attachments via electronic mail or shall be made available by Cascade for COUNTY to download

using standard network file transfer protocol (FTP) or other mutually agreed-upon electronic means.

Cascade will continue to safeguard the software source code with the backup/storage procedure currently in place; that is: daily backup at Cascade's office, copy of backup transported offsite and rotated weekly, and a third copy in a bank safety deposit box rotated quarterly. In the event of a circumstance in which Cascade can no longer provide future support for the software, a copy of the source code will be made available to COUNTY.

The following is a description of the work Contractor is to perform and the deliverables Contractor will provide for each CLIN.

The statement of work will serve as a key reference document during the acceptance phase (Exhibit C) of each CLIN.

## II. WORK STATEMENT FOR EACH CLIN

### 1. CLINI: Cost Accounting Management System (CAMS)

Cascade Software Systems, Inc. implements the Cost Accounting modules listed below and provides training in the modules to meet Riverside County Transportation and Land Management Agency's accounting requirements:

#### 1. Applied Charges (Timecards)

- a. Processing of all employees' (or crews) daily / weekly / bi-weekly or monthly time records: computes labor charges using Applied Labor rates, with cost distribution options that include:
  - i. Activity Codes: type of work person performed;
  - ii. Project No (with optional Phase No): track costs by Project No;
  - iii. Road No: track costs by Road No;
  - iv. Route No: combination of Road Nos; WIN-CAMS automatically spreads the cost over the various Road Nos that make up the Route;
  - v. Service Request No;
  - vi. Vehicle No / Repair Order No: for Mechanic's time entry;
- b. Data entry options include a daily Timecard as well as a Pay Period Timecard screen;
- c. Automatic Overhead calculations using flexible Overhead rates;
- d. Processing of Equipment Usage charges using flexible, multiple Equipment Usage rates;
- e. Processing of Material Charges;
- f. Employee File with all pertinent Employee information incl. history of Job Assignments and Pay Scales, Leave Accrual balances (Sick, Vacation, etc.), etc.
- g. Payroll Submittal Report
- h. Timecard Form
- i. Electronic interface with County's 's PeopleSoft Payroll / H.R. system:
  - i. Timecards Export

- ii. Employees Import
  - iii. Leave Balances Import
- 2. Direct Charges (A/P)
  - a. Vendor File for all recurring Vendors;
  - b. P.O. and Contracts: management of all departmental P.O.'s and Contracts;
  - c. Vendor Invoices:
    - i. Provides same multiple cost distribution options as those listed above under Timecards. Invoices may be "divided" into any number of detail lines specifying different Project Nos, Vehicle Nos, Road Nos, G/L Account Nos, etc.
    - ii. Interface with Inventory Modules for stock receipt processing;
    - iii. Creation of Auditor / Controller payment forms / reports (Voucher Forms);
    - iv. Small Works & Consultants
  - d. Journals
    - i. Cost Distribution options;
    - ii. Optional creation of Auditor / Controller payment forms / reports (Journal Forms);
  - e. Electronic interface with County's 's PeopleSoft Financial system:
    - i. A/P Invoices Import
    - ii. Journals Import & Export
- 3. Accounts Receivable (A/R)
  - a. Client Master File with summary Charges and Credits totals, as well as an option to display detailed charges and credit transactions;
  - b. Invoices: charges for goods and services rendered by the department; may be automatically created by reimbursable Project billing option; special Invoice Forms;
  - c. Payments: client payment and other miscellaneous revenue transactions;
  - d. Debit / Credit Memos;
  - e. Ageing and Client Status reports;
- 4. Cash Receipts (C/R)
  - a. Daily Log for efficient data entry of multiple payments; daily log report for reconciliation and data verification;
  - b. Cash Receipts for detailed distribution of revenue transactions to Clients, Invoices and Revenue Account Nos;
  - c. Forms: custom Cash Receipt Form and Auditor Deposit Form;
  - d. Integration with all A/R modules;
  - e. Electronic interface with County's 's PeopleSoft Financial system:
    - i. Revenues Deposits Export
- 5. Cost Center Ledger
  - a. Road Fund Ledger with adaptable Chart of Accounts for preparation of Annual State Road Fund Report;
  - b. Tracks Applied Charges and Direct Charges and provides feedback on Applied Variances (Labor, Equipment, Overhead and Materials);
  - c. Can also be used for Non-Road Funds cost tracking;
- 6. Project Ledger

- a. Provides budgeting capabilities by Project;
  - b. Tracks all expenditures for each Project;
  - c. Tracks all revenues for each Project;
  - d. Projects may be "linked" to a Road, Route, Bridge or Facility for costs pass-through;
  - e. Master Projects: combine multiple Projects into a summary view;
  - f. Performs automated billing procedures for Reimbursable Projects;
  - g. Capital Projects: produces Annual Construction Program and 6-Year Construction Program reports;
7. Budget Expenditures Ledger
- a. Budget Expenditures Ledger (formatted for Riverside County) that:
    - i. Provides budgeting capabilities by BARS Account No;
    - ii. Tracks all appropriations, encumbrances and expenditures for each Object Account No;
    - iii. Intended to be used as a departmental financial ledger and as a means to reconcile to the Auditor / Controller's Office Financial System (G/L);
8. Budget Revenues Ledger
- a. Budget Revenues Ledger (formatted for Riverside County) that:
    - i. Provides budgeting capabilities by BARS Account No;
    - ii. Tracks all estimated revenues and actual revenues for each Object Account No;
    - iii. Intended to be used as a departmental financial ledger and as a means to reconcile to the Auditor / Controller's Office Financial System (G/L);
9. Road Materials Inventory
- a. Track current inventory levels at Average Unit Cost;
  - b. Track and maintain records on all Purchases, Issues (Usage) and Adjustments;
  - c. Cost Distribution options for all Issue transactions;
  - d. Surcharge Options;
10. Vehicles and Equipment (Accounting Version)
- a. Vehicle Master File that track all pertinent Vehicle information such as Vehicle No, Make & Model, License No, Serial No, etc.
  - b. Provides multiple Equipment Usage Rates to Timecards module;
11. California State Road Reports Module
- a. Creation of the following annual Road Report Schedules:
    - i. Variance Distribution Report
    - ii. Road Purpose Expenditures
    - iii. Construction Report: Summary and Detail
    - iv. Summary of Maintenance
    - v. Budget Revenues for Road Report
    - vi. Reimbursable Projects Report

WIN-CAMS is a suite of client-server, Windows application modules that provides Online Help, includes screen / hardcopy report print options, supports keyboard equivalents for all mouse clicks, features user-defined report sort orders and user-selected report selection parameters.

WIN-CAMS reporting capabilities shall comply substantially with COUNTY's requirements to

extract data within the same range of parameters of our current reports; that is, by date range, project, activity, project type, fund source, invoice, account, vendor.

**Project Time Schedule**

The expected WIN-CAMS project schedule is as follows:

|                                                |                     |
|------------------------------------------------|---------------------|
| Project Initiation                             | 07/01/17            |
| System Implementation, Development & Training  | 07/01/17 – 03/30/18 |
| Parallel Processing, System Testing and Review | 04/01/18 – 06/30/18 |
| Production                                     | 07/01/18            |

**Cost**

**WIN-CAMS Implementation Proposal – Core Modules**

|                                                          |           |
|----------------------------------------------------------|-----------|
| Applied Charges (Timecards)                              | \$40,000  |
| Direct Charges (A/P)                                     | 35,000    |
| Accounts Receivable (A/R)                                | 10,000    |
| Cash Receipts                                            | 7,500     |
| Cost Center Ledger                                       | 35,000    |
| Project Ledger                                           | 40,000    |
| Budget Expenditures Ledger                               | 15,000    |
| Budget Revenues Ledger                                   | 10,000    |
| Road Materials Inventory                                 | 15,000    |
| Vehicles & Equipment (Accounting Version)                | 7,500     |
| Road Reports Module                                      | 35,000    |
| WIN-CAMS 4.5 License Fees                                | \$250,000 |
| WIN-CAMS Installation (Remote) / Data Base Configuration | 6,500     |
| Project Management                                       | 24,800    |
| Custom Programming and Support                           | 193,750   |
| - Timecards Export (Interface with PeopleSoft & Workday) |           |
| - Employees Import (Interface with PeopleSoft & Workday) |           |
| - Leave Balances Import (Interface with PeopleSoft)      |           |
| - A/P Invoices Import (Interface with PeopleSoft)        |           |
| - Journals Import & Export (Interface with PeopleSoft)   |           |
| - Revenues Export (Interface with PeopleSoft)            |           |

Riverside County will only be charged for those Interfaces actually developed / implemented at Transportation & Land Management Agency

**Forms**

|                                                                                                      |           |
|------------------------------------------------------------------------------------------------------|-----------|
| Forms - Support Programming                                                                          |           |
| Custom Reports with design documents                                                                 |           |
| Dash Boards                                                                                          |           |
| Data Conversions (Current & Historical)                                                              | 24,800    |
| Onsite Training /Support Time (not to exceed 60 days onsite time)                                    | 76,800    |
| Travel Expenses & Per Diem lump-sum, not to exceed, based on Riverside County reimbursement policies | 47,500    |
| Total Cost Estimate                                                                                  | \$624,150 |

**Optional Modules (Not included in Acquisition Cost above):**

County may wish to acquire these additional modules in future years as needed and budgeted. Should these modules be purchased during the period of the maintenance contract, Cascade will make them available at the cost below:

|                                                       |        |
|-------------------------------------------------------|--------|
| Engineering: Estimates, Bids & Contracts              | 30,000 |
| Roads Module                                          | 40,000 |
| - Web & Mobile                                        | 25,000 |
| Bridges Module                                        | 10,000 |
| Sign Shop Module: Signs, Pavement Markers & Stripings | 25,000 |
| Storm Sewer Module                                    | 30,000 |

## EXHIBIT C

### ACCEPTANCE PROCEDURE

The CLINs identified in Exhibit A will be subject to the following acceptance procedure. The procedure is intended to ensure that the deliverables for each CLIN are complete, conform to the statement of work (Exhibit B) and conform to professional standards.

Upon completion of a CLIN, Contractor will deliver to the Transportation and Land Management Agency's Contract Administrator all relevant materials to support the deliverables for that CLIN. The Contract Administrator will distribute this documentation to the interested parties and schedule an internal critical review.

County will make written requests to correct errors and omissions discovered in a critical review. Such request must be completed by Contractor and accepted by the County Contract Administrator prior to acceptance of the CLIN. Depending on the number or complexity of the request, the COUNTY may schedule a subsequent critical review.

When COUNTY has accepted a CLIN, the County Contract Administrator will notify CONTRACTOR in writing.

**EXHIBIT D**

**MAINTENANCE AGREEMENT**

A G R E E M E N T for MAINTENANCE AND SYSTEM SERVICES

for

CAMS - COST ACCOUNTING MANAGEMENT SYSTEM

between

Cascade Software Systems, Inc.  
P.O. Box 10723  
911 Country Club Road, Suite 320  
Eugene, OR 97401  
(CONTRACTOR)

County of Riverside  
TLMA - Transportation  
4080 Lemon Street, 8<sup>th</sup> Floor  
Riverside, CA 92501  
(COUNTY)

This agreement is made with an effective date of the successful installation and acceptance of WIN-CAMS by the County of Riverside; by and between the County of Riverside, a political subdivision of the State of California, located at Riverside, California, (hereinafter referred to as the "COUNTY"), and Cascade Software Systems, Inc., an Oregon corporation, having its principal place of business at 911 Country Club Road, Suite 320, Eugene, Oregon, 97401 (hereinafter referred to as "CONTRACTOR").

WHEREAS, COUNTY desires to engage CONTRACTOR to provide both Accounting Software Maintenance and System Support Services by reason of CONTRACTOR's qualifications, experience, and facilities for doing the type of work herein contemplated; and CONTRACTOR has offered to provide the required Accounting Software and Support System Services on the terms set forth herein.

NOW, THEREFORE, COUNTY and CONTRACTOR, for good and valuable consideration, and in consideration of the premises and representations set forth herein, do hereby enter into this Agreement which specifies the terms and conditions by which COUNTY shall procure services from CONTRACTOR for support of the COUNTY Cost Accounting Management System (CAMS).

**Section 1**

**DEFINITIONS**

1.1 "CAMS" shall mean the Cost Accounting Management System developed by the CONTRACTOR for the Riverside County Transportation and Land Management Agency.



1.2 "Confidential Information" shall mean private information of COUNTY personnel files or other files which if disclosed to a third party could result in a compromise of the interests of the COUNTY or its personnel.

1.3 "CONTRACTOR" shall mean Cascade Software Systems, Inc.

1.4 "COUNTY" shall mean the County of Riverside.

1.5 "Minor Problem" shall mean any programming defect, error, failure, bug, any other malfunction in CAMS or any training problem that prevents it from operating in conformance with original System Specifications and which, if not corrected within thirty (30) working days, will cause COUNTY to incur additional costs or work not previously anticipated.

1.6 "Major Problem" shall mean any programming defect, error, failure, bug, any other malfunction in CAMS or any training problem that prevents it from operating in conformance with original System Specifications and which, if not corrected within forty-eight (48) hours, excluding weekends and holidays, will cause COUNTY to incur additional costs or work not previously anticipated.

## Section 2

### SCOPE OF WORK

#### 2.1 Nature of Work

The work covered by this Agreement includes, but is not limited to, technical systems analysis, program development, preparation, unit and systems testing, data communications, project consultation, documentation, training, and status reporting for CAMS.

#### 2.2 CAMS Maintenance

CONTRACTOR shall provide CAMS Maintenance as follows:

##### 2.2.1 Introduction

CONTRACTOR will maintain the now current version of the CAMS plus any and all Contractor revisions and modifications implemented with COUNTY approval. During the term of this Agreement, CONTRACTOR will correct any programming or design defects, errors, failures, bugs, and any and all other malfunctions or any training problems in CAMS that prevents it from operating in conformance with the original System Specifications.

##### 2.2.2 Notification and Determination of Problem Magnitude

COUNTY will notify CONTRACTOR of any problem with CAMS that prevents it from performing accordant to original System Specifications. A telephone call, fax message, or written notice from COUNTY Project Manager or designee shall serve as such notification. CONTRACTOR is to provide telephone response to such notification within forty-eight (48) hours. During CONTRACTOR telephone response, COUNTY Project Manager or designee, in consultation with CONTRACTOR, shall determine the magnitude of the problem and whether it falls under Subsection 1.5 ("Minor Problem") or 1.6 ("Major Problem").

##### 2.2.3 Performance Effort for Minor and Major Problem

CONTRACTOR will provide a resolution plan within forty-eight (48) normal business hours (8:00 a.m. - 5:00 p.m.), excluding weekends and holidays, of determination of problem magnitude. Resolution plan shall include CONTRACTOR's estimate of when and how problem will be resolved. If COUNTY Project Manager or designee agrees with CONTRACTOR's resolution plan, COUNTY Project Manager or designee shall provide verbal notice to CONTRACTOR of acceptance of resolution plan to be, optionally, followed by a written notice. Resolution plan shall provide for CONTRACTOR to remedy Minor Problem within thirty (30) days and major problems within forty-eight (48) hours.

### **2.3 CAMS System Services**

CONTRACTOR shall provide CAMS System Services, including program additions, modifications or other changes, as requested by COUNTY. All requests shall be in writing and shall define CONTRACTOR services requested. Such services shall include provisions for CONTRACTOR to add additional accounting functions, to remove software, or describe and document any and all CONTRACTOR installed improvements in CAMS. COUNTY and CONTRACTOR shall mutually agree in writing on a schedule and cost of such services, plus any annual maintenance costs resulting from such services.

### **2.4 Telephone Support**

COUNTY may during normal business hours (8:00 a.m. - 5:00 p.m.) of CONTRACTOR, obtain telephone consultation covering the use of CAMS. CONTRACTOR reserves the right to limit such non-billable telephone consultation to COUNTY to no more than one hour per week.

## **Section 3**

### **AMENDMENTS AND MODIFICATIONS**

Any changes to this Agreement requested either by COUNTY or CONTRACTOR may be effected if mutually agreed upon in writing by COUNTY's Project Manager and CONTRACTOR's Representative.

## **Section 4**

### **PAYMENTS**

#### **4.1 AMS Maintenance**

COUNTY shall pay to CONTRACTOR, subject to COUNTY receiving a valid annual invoice from CONTRACTOR, commencing on the effective date of this maintenance agreement, an annual fee for a total of \$ 43,700.00. Each year following the effective date, an annual System Upgrade fee of 20% of annual Maintenance Fee will be added.

In addition to application of the System Upgrade Fee, there shall be an annual COLA increase to the previous year's Maintenance Fee calculated by multiplying the previous year's fees by the cumulative percentage increase in the Consumer Price Index, All Urban Consumers for the U.S., during the previous year. Please refer to: <http://www.dir.ca.gov/dlsr/CPI/PresentCCPI.PDF> (All Urban Consumers / U.S. City Average column). Any optional modules purchased shall also be subject to an annual maintenance fee of 15% of the module's acquisition cost.

See Exhibit G for Maintenance Costs Schedule.

#### **4.2 CAMS Systems Services**

COUNTY shall pay CONTRACTOR for all services performed under Subsection 2.3 of this Agreement. Payment will be made upon receipt of valid invoice specifying the services provided, dates of services, labor hours required, and the rate per labor hour. System Services invoices shall be reviewed and approved by the designated Project Manager.

#### **4.3 CONTRACTOR Expenses**

COUNTY shall pay CONTRACTOR, subject to prior COUNTY approval, reasonable travel expenses for trips to Riverside County. Said travel expenses shall be billed on a monthly basis and will be based on Riverside County reimbursement policies.

#### **4.4 Invoices and Prompt Payment Due**

Payment will be made to CONTRACTOR within thirty (30) days after COUNTY receipt: of a valid annual invoice for CAMS Maintenance; or, of a valid invoice for CAMS System Services; or, a valid invoice for CAMS Expenses. Invoices shall be sent to:

County of Riverside  
TLMA - Transportation  
4080 Lemon Street, 8<sup>th</sup> Floor  
Riverside, CA 92501

### **Section 5**

#### **PROJECT MANAGEMENT AND REPORTING**

##### **5.1 COUNTY Project Manager**

Upon execution of this Agreement, COUNTY shall appoint the Transportation and Land Management Agency's Administrative Services Officer as the Project Manager. The Contractor shall appoint Aad F. Alkemade as the Contractors' Project Manager. The Contractors' Project Manager shall not be changed without the prior written consent of the County.

### **Section 6**

#### **TERM AND TERMINATION**

6.1 This Agreement shall commence on the date first written above and shall continue for four years thereafter. CONTRACTOR will submit a written renewal notice to COUNTY with updated Rates for Subsection 4.1 "CAMS Maintenance" not later than 60 days prior to the anniversary date.

6.2 Either party may terminate this Agreement upon the occurrence of a material breach hereof by the other party, which material breach has not been cured within thirty (30) working days after receipt of written notice thereof by the breaching party from the other. COUNTY shall have the option to terminate this agreement up to 30 days prior to the anniversary date each year.

### **Section 7**

#### **INDEMNIFICATION AND LIABILITY**

7.1 If any claim is asserted or action or proceeding is brought against the COUNTY which alleges that all or any part of CAMS Maintenance and CAMS System Services made or supplied by CONTRACTOR, for the COUNTY's use thereof, infringes or misappropriates any United States copyright or patent, or any trade secret, contract, license, grant or other proprietary right, the COUNTY shall give CONTRACTOR prompt written notice thereof. CONTRACTOR shall defend any such claim or action with counsel of the COUNTY's choice and at CONTRACTOR's expense and shall indemnify the COUNTY for any costs, including reasonable attorney's fees, and damages actually incurred by the COUNTY in connection therewith.

7.2 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request, defend the

COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement.

#### **Section 8**

##### **INSURANCE**

8.1 CONTRACTOR, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement:

8.2 Comprehensive General Liability Insurance policy (the "Policy") in the face insurable amount of no less than one million dollars (\$1,000,000.00), covering any and all possible insurable claims which can or may arise from this Agreement, including, but not limited to, infringements and trade secret claims, breach of warranty claims, breach of contract claims, third-party claims, inability to perform and force majeure, bodily injury, accidental death and property damage and similar matters, and may be in the form of a combined single limit policy.

8.3 Workers Compensation insurance in accordance with the State of California Labor Code.

#### **Section 9**

##### **SECURITY COMPLIANCE**

9.1 CONTRACTOR shall not disclose or use any COUNTY Confidential Information provided by COUNTY except as required in and by the terms of this Agreement. CONTRACTOR shall safeguard any COUNTY property used during the duration of this agreement.

9.2 CONTRACTOR and COUNTY shall take all reasonable precautions to prevent such disclosure or use of any such Confidential Information.

9.3 Within seven (7) days of expiration or termination of this Agreement, as provided herein, CONTRACTOR shall return to the COUNTY at the address given, all Confidential Information, or property, embodied in written, magnetic or other form and any other property belonging to the COUNTY.

#### **Section 10**

##### **ENTIRE AGREEMENT**

10.1 This agreement constitutes the entire understanding of the parties hereto and supersedes any and all prior or contemporaneous representations or agreements, whether written or oral, between the parties, and cannot be changed or modified unless in writing and signed by all parties hereto.

#### **Section 11**

##### **ENFORCEMENT**

11.1 This Agreement shall be interpreted and construed in accordance with the laws of the State of California and all clauses, including "Whereas" and "Definitions", shall be given operative effect.

#### **Section 12**

##### **INDEPENDENT CONTRACTOR**

In performance of the work, duties, and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an independent capacity and not as an officer or agent of the COUNTY.

**Section 13**

**WAIVER**

No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have so waived or consented. Failure of COUNTY to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof.

**Section 14**

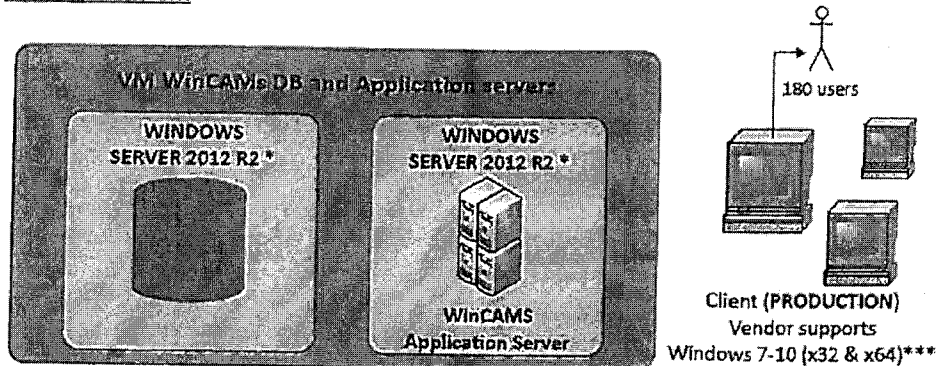
**SEVERABILITY**

If any part of this Agreement is found to be in violation of any law or is found to be otherwise legally defective, this Agreement shall be construed and interpreted without reference to any such part.

## EXHIBIT E

### Hardware and Software Environment Diagram WinCAMS application (on-premise client/server)

#### SOFTWARE DESIGN:

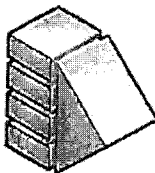


\* OS - Vendor recommends Windows 2012 R2 Server (they also currently support Windows 2008 and 2016 servers as well)

\*\*MSSQL - Vendor recommends MSSQL 2016 standard and express as the best MSSQL platforms (they also currently support MSOL 2012 and 2014)

\*\*\* Client - WinCAMS requires at least 4 GB of ram and 1 modern CPU (bare minimum). If we run Terminal Services configuration, vendor indicates can run with very thin client but will not officially support anything less than 2 GB of ram for any workstation configuration

#### HARDWARE DESIGN:



Microsoft Terminal Services  
(or Citrix shared app) \*\*\*\*

\*\*\*\* Server - Vendor recommends a minimum of a quad core processor and 16 GB of ram (more ram is needed if we are planning on accessing the server with a lot more workstations)

Note, we would also need a similar configuration for TEST environment (4-5 users) for the Software and Hardware design. So, we are needing 2 virtual servers: one for PRODUCTION and one for TEST environments. The rates quoted in the H11 are using the unpublished FY 17/18 rate of \$773.57 per server/per month. So the annual cost would be 18,566/yr for 2 virtual servers. The assumption is we do not need to purchase any additional physical servers.

EXHIBIT F

*WIN-CAMS Implementation Costs*

| Fiscal Year  |                                                |                                                                                                                                                                                                                                                                  |                   |
|--------------|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| FY 17/18     | Project Initiation, Implementation and Testing | In-depth analysis of county current practices, requirements, system design and development of implementation plan. Installation and testing of all required modules, development and testing of interfaces with PeopleSoft, staff training, parallel processing. | \$ 561,735        |
| FY 18/19     | Go-Live                                        | System Go-Live and release of retention.                                                                                                                                                                                                                         | \$ 62,415         |
| <b>Total</b> |                                                |                                                                                                                                                                                                                                                                  | <b>\$ 624,150</b> |

**EXHIBIT G**

***Estimated Costs for WIN-CAMS Maintenance, Upgrades, Optional Additional Modules and Custom Programming***

| <b>Fiscal Year</b> | <b>Required Maintenance and Upgrades on Original Modules</b> | <b>Optional Additional Modules, Custom Programming and Related Maintenance</b> | <b>Total Costs Years 2-5</b> |
|--------------------|--------------------------------------------------------------|--------------------------------------------------------------------------------|------------------------------|
| FY 18/19           | 43,700                                                       |                                                                                | 43,700                       |
| FY 19/20           | 53,314                                                       | 30,000                                                                         | 83,314                       |
| FY 20/21           | 54,380                                                       | 60,000                                                                         | 114,380                      |
| FY 21/22           | 55,468                                                       | 60,000                                                                         | 115,468                      |
| <b>Total</b>       | <b>206,862</b>                                               | <b>150,000</b>                                                                 | <b>356,862</b>               |

Only the required maintenance and upgrades to the software are guaranteed in the contract. All optional modules and custom programming are on an as-needed basis, dependent upon Transportation's needs and budget. Maintenance costs are subject to a COLA based on the CPI for the prior year, above estimates assume a CPI of 2%

The optional modules and custom programming may not occur in the years depicted above, Transportation may request development and installation of modules and reports as needs arise over the contract period. Optional modules purchased will be subject to a maintenance fee of 15% of the module cost annually.