

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



**ITEM**  
3.7  
(ID # 5716)

**MEETING DATE:**

Tuesday, November 14, 2017

**FROM :** ASSESSOR-COUNTY-CLERK-RECORDER:

**SUBJECT:** ASSESSOR-COUNTY CLERK-RECORDER: Approve and execute the Agreement with Wave Technology Solutions Group for software maintenance and support of the Enterprise Content Management System for up to five (5) years, All Districts. [Total Cost \$882,797.93 - Department Funds (100%)]

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

1. Approve and execute the Agreement with Wave Technology Solutions Group for software maintenance and support of the Enterprise Content Management System for \$882,797.93 for five (5) years; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: sign amendments that do not change the substantive terms of the Agreement; and sign amendments to the compensation provisions that do not exceed 5% annually.

**ACTION:** Policy


  
Peter Aldana, Assessor-County-Clerk Recorder 10/30/2017

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: November 14, 2017  
xc: ACR, Purchasing

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>	\$ 157,334.30	\$ 168,313.46	\$ 882,797.93	\$ 0
<b>NET COUNTY COST</b>				
<b>SOURCE OF FUNDS: Department Funds</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	2017/18

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

**BACKGROUND:**

**Summary**

On July 17, 2007, the Board of Supervisors approved Agenda Item Number 3.6 authorizing the procurement of an Enterprise Content Management System.

On July 2, 2012, the Board approved Agenda Item Number 3.6 approving the Agreement with Wave Technology Solutions Group Enhanced Software Maintenance Support for the Enterprise Content Management System (ECMS) for the period August 7, 2012 to August 6, 2013, with the option to renew for four additional one-year periods, renewable in one-year increments.

ACR currently uses Documentum as its Enterprise Content Management System. The Clerk Recorder system, EagleRecorder, integrates with Documentum to store Recorded Documents, Vital Records, and Clerk Documents. The County of Riverside Enterprise Solutions for Property Taxation (CREST) project will be using the system to capture and store all electronic images of documents in connection with the Thompson Reuters application. Also, the Procurement and Accounting Tracking System (PATs) utilizes the system for the workflow application and for the capture and storage of electronic images.

**Impact on Residents and Businesses**

ACR requires timely maintenance and support of the Department's systems to ensure that the operational goals and objectives of serving the citizens of Riverside County are met in a timely manner.

**Additional Fiscal Information**

The total contract amount through August 6, 2018 is not to exceed \$157,334.30.

<b>Description:</b>	<b>FY 17-18</b>	<b>FY 18-19</b>	<b>FY 17-18</b>	<b>FY 17-18</b>	<b>FY 17-18</b>	<b>Total</b>
Maintenance and Support	\$157,344.30	\$168,313.46	\$176,731.21	\$185,566.03	\$194,842.93	\$882,797.93

**Contract History and Price Reasonableness**

In August of 2017, Purchasing released a Request for Quote (RFQ), RFQ ASARC-121, to seek competitive bids for the Enterprise Content Management System software maintenance and

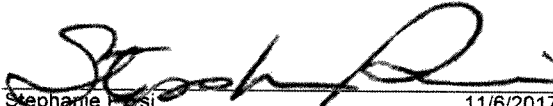

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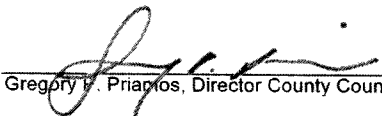
support for up to five years. The RFQ was released via PublicPurchase.com and advertised on the County Purchasing website. A total of forty-six vendors accessed the RFQ on PublicPurchase.com; a total of two bids were received. Wave Technology Solutions Group submitted the lowest bid in the amount of \$157,344.30 for the first year; the quoted total for five years is \$882,797.93 with the contingency that the cost shall not exceed 5% annually. Based on the requirements of the RFQ, the contract was awarded to Wave Technology Solutions Group as lowest responsive and responsible bidder.

In compliance with Board Policy H-11 (Acquisition and Management of Information Systems and Services), the Riverside County Technology Standards & Oversight Committee reviewed and recommended the approval of this proposed information technology acquisition on June 8, 2017.

**ATTACHMENTS:**

Agreement between County of Riverside and Wave Technology Solutions Group  
Approved RCIT H-11 - PR2017-05566

 Stephanie Pasi	11/6/2017	 Tina Grande, Principal Management Analyst	10/30/2017
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 Gregory V. Priamos, Director County Counsel	11/1/2017
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# RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

<b>H11 Number:</b>	PR2017-05566		
<b>Requested Purchase:</b>	ECMS Software Suite - Documentum & Captiva Maintenance Renewal		
<b>Department/Agency:</b>	Assessor-County Clerk-Recorder		
<b>Primary Contact/Phone:</b>	Diana Hubble/951-486-7218	<b>Alternate Contact/Phone:</b>	
<b>Purchase Request Type:</b>			
<b>Describe Requested Purchase:</b>	Renewal of Maintenance Support for Enterprise Content Management Systems (ECMS) Software Suite (Documentum & Input Accel Captiva) with Wave Technology Solutions Group. The coverage period is from 8/7/2017 - 8/6/2022. This will be the beginning of a new multi 5 year agreement		

<b>Terms:</b>	Is this a Multi Year Contract?: True
	Length of Contract: 5
	Start Date: 8/7/2017
	End Date: 8/6/2022 12:00:00 AM
<p>Special Terms and Conditions: Financial: Financial: We could lose revenue and be subject to fines and legal sanctions without a process to deal with Social Security Number redaction. Operational: We are required by law to redact Social Security Numbers from recorded documents. Customer: Customers can request us to remove their Social Security Number from their documents and without the ECMS we would be unable to fulfill their request.</p>	

<b>Business Needs Addressed:</b>	Documentum and Input Accel Captiva are part of the Enterprise Content Management System used by ACR to prepare and store the daily recording of official document images. ACR uses the Enterprise Content Management System (ECMS) to redact Social Security numbers from digital images of recorded documents. The CREST project will be using the system to store all electronic images of documents in connection with the Manatron application. Also the new Clerk Recorder application (CARDS) will be utilizing the ECMS to store all document images in a secure and trusted system.
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<b>Are there other county systems that provide the same functionality?</b>	No
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<b>Business Criticality:</b>	Run the Business
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<b>Business Impact:</b>	Support Current Operations, Reduce Expenses, Improve Customer Service, Improve Operational Efficiencies
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**Current Cost Itemization (Include all the year 1 cost)**

Item Description	Purchase Type	Vendor	Quantity	Unit Cost	Sub_Total	Item Tax	Total Cost
ECMS Software Suite - Documentum & Captiva Renewal	Software - Renewal	Vendor 1	1	\$160,000.00	\$160,000.00		\$160,000.00

**Annual Costs**

Item Description	Payment Type	Terms (In Years)	Payment amount	Total Annual Payments
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**Accounting String**  
To be completed for pass-thru purchases that will be processed by RCIT Only

%Billed	Accounts (6 digits)	Dept.ID (6 -10 digits)	Program (5 digits)	Class (5 digits)	Grant (9 digits)	Customer Project Code (10 digits)
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<b>Department Head Signature:</b> Kan Wang (or Authorized designee)	Date: 5/16/2017 3:22 PM
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**RCIT Review (Standard purchases and renewals < \$25000) - Administrative Review Status**

Recommended: <input checked="" type="checkbox"/>	By:	Date:
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Denial Explanation:
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# RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

## ACIO Review (Non standard purchases and renewals between \$0K and \$100K) - ACIO Review Status

Recommended: YES BY: A. [Signature] Date: 5/22/2017

Denial Explanation:

## CIO Review (Purchases and renewals >\$100K) CIO Review Status

Recommended: yes BY: [Signature] Date: 5/30/17

Denial Explanation:

## TSOC Review (Purchases and renewals >\$100K) TSOC Review Status

Recommended: yes BY: [Signature] Date: 6/8/17

Denial Explanation:

## REQUEST FOR QUOTE # ASARC-121

### Enterprise Content Management System



By:  
Barbara Culhan – Buyer 1  
Assessor-County Clerk-Recorder  
6221 Box Springs Blvd.  
Riverside, CA 92507-0918  
Telephone: (951) 486-7116  
Email: [bculhan@asrclkrec.com](mailto:bculhan@asrclkrec.com)

Ines Mark, Sr. Procurement Contract Specialist  
Riverside County Purchasing & Fleet Services  
2980 Washington Street  
Riverside, CA 92504-4647  
Telephone: (951) 955-4937  
Email: [imark@co.riverside.ca.us](mailto:imark@co.riverside.ca.us)

NIGP Code(s): 92045

**INSTRUCTIONS TO BIDDERS**

1. **Vendor Registration** – Vendor Registration is a two-step process vendor registration; first step is to register your company on the County’s website to receive purchase orders and payments, and the second step is a 3rd party website, Public Purchase, for bidding opportunities
2. **First Step- County of Riverside Purchasing website** - Unless stated elsewhere in this document, vendors may participate in the bidding process; however, the County does encourage all bidders to register online at <http://www.purchasing.co.riverside.ca.us/Vendorsregistrationmaintenance.aspx>. If awarded a contract, bidder must be registered with the County of Riverside within five days of announced award. This will avoid delays in the purchasing and payment process.
3. **Second Step-Public Purchase** - Public Purchase is a 3rd party web based e-Procurement service provider utilized by the County of Riverside for RFQ’s and RFP’s. It will take only minutes to register and it is free. For future bidding opportunities please also register online at: <https://www.publicpurchase.com/gems/register/vendor/register>. For all RFQ’s Riverside County’s Purchasing website will post a notification on its website, and will provide a direct link to PublicPurchase.com.
4. **Format** - Use the electronic format provided by PublicPurchase.com. If submitting more than one bid, separate the bid documents.
5. **Pricing/Delivery/Terms/Tax** - All pricing shall be quoted F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax, which is a separate line item. The County reserves the right to designate method of freight. The County pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
6. **Other Terms and Conditions** - The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the Purchasing website at [www.Purchasing.co.riverside.ca.us](http://www.Purchasing.co.riverside.ca.us). or by contacting Riverside County Purchasing at the number shown above and requesting a copy emailed.
7. **Period of Firm Pricing** - Unless stated otherwise elsewhere in this document, prices shall be firm for 90 days after the closing date, and prior to an award being made.
8. **Specification/Changes** – Wherever the County requests a brand name, and if the County asks for an "or equal" it shall be considered as part of the specification. Therefore, when the County’ requests "Or Equal", Bidder may quote another service, make or model, and shall submit the proposed "Or Equal" and attach applicable specifications and/or brochures. If no service, make or model is stipulated, Bidder is to propose product/services that meet Fit, Form or Function of the specifications delineated in this procurement. Variations in manufacturers, design, etc., may be acceptable, bidders are encouraged to offer them as alternatives; however, the County reserves the right to reject those alternatives as nonresponsive.
9. **Recycled Material** - Wherever possible, the County of Riverside is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the County reserves the right to reject those alternatives as nonresponsive.
10. **Method of Award** - The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
11. **Return of Bid/Closing Date/Return to** - The bidder’s response shall be submitted electronically to [PublicPurchase.com](http://PublicPurchase.com) by 1:30 PM Pacific Time on the closing date listed above. Bid responses not received by County Purchasing by the closing date and time indicated above will not be accepted. The County will not be responsible for and will not accept late bids due to slow internet connection, or incomplete transmissions. If the bidder cannot upload their bid, delivery of the bid response is accepted at Purchasing and Fleet Services, 2980 Washington St., Riverside, CA 92504, on or before 1:30 PM PT.
12. **Local Preference** - The County of Riverside has adopted a local preference program for those businesses located within the County of Riverside. A five percent (5%) price preference may be applied to the total bid price during evaluation of the bid responses. If the overall low responsible and responsive business is a non local vendor, the low local vendor who is within five percent (5%) of that overall low bidder may, where applicable, be offered the opportunity to meet the overall low bidder’s price and will receive the award. To qualify as a local business, the business must meet all criteria delineated in the Local Preference Affidavit 116-260 and submit the form with their bid. If Bidder fails to provide a completed Local Business Qualification Affidavit form 116-260 with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Application of this local preference may be waived if funding sources disallow it.  
or
13. **Veterans Incentive Purchasing Program** – The County of Riverside has implemented a Veteran Business and Veteran Qualified Business preference policy. Where applicable, a five percent (5%) preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from veteran owned business or veteran qualified business. A veteran business is one where at least 51% of the business is owned by an honorably discharged veteran. A veteran qualified business is one where at least 10% their workforce is honorably discharged veterans. If Bidder fails to provide a completed Veteran Qualified Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining the preference and it is the sole responsibility of the Bidder to identify the preference with each bid submittal. To qualify bidders must complete the Veteran Business/Veteran Qualified Affidavit, Form 116-261. This preference does not apply to all types of bids such as public works projects and some grant funded programs.
14. **Federal Exclusion List**- if the award is federal or State funded, the potential bidder must go to the following website (<https://www.sam.gov/portal/public/SAM>) and submit a printout with their proposal that verifies that the contractor is not listed on the Excluded Parties Listing System (EPLS) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). If awarded a contract, awarded vendor must notify the County immediately if debarred at any time during the contract period.

<b>Terms and Conditions Acknowledgement (Please Insert Vendor Company Name):</b>		
<b>IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ</b>		
√ APPENDIX "A"	√ EXHIBIT(A)	PLANS/DRAWINGS
√#116-260 Local Business Qualification Affidavit		√#116-261 Veterans Business Qualification Affidavit
<b>IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN</b>		
√ #116-200	General Conditions Product/Personal/Professional Services	√ #116-210 General Conditions Materials and/or Services
√ #116-230	General Conditions - Equipment	√#116-310 Boilerplate Contract
To access any of these General Conditions go to <a href="http://www.purchasing.co.riverside.ca.us">www.purchasing.co.riverside.ca.us</a> , located in Vendor link. If an addendum is issued for this procurement, it will be the vendor’s responsibility to retrieve all applicable addendum(s) from the Public Purchase website.		

**APPENDIX A**

**1.0 INFORMATION**

- 1.1 "Electronic or physical bid submission hereof is certification that the Bidder has read and understands the terms and conditions hereof, and that the Bidder's principal is fully bound and committed." All County terms and conditions are found at [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us). Bidders must acknowledge the applicable terms and conditions that are checked at the bottom of page two (2) and three (3) of this document and submit and upload with your bid submission.
- 1.2 PROMPT PAYMENT DISCOUNT \_\_\_\_% at \_\_\_\_ days from receipt of good or invoice, whichever is later. (Terms less than 20 days will be considered net) Cash discount shall be applied to grand total. Indicate prompt payment discount amount and terms.
- 1.3 Please Check: \_\_\_\_ Veteran(116-261) or \_\_\_\_ Local Business(116-260)—if either preference is checked, the submitter certifies that the above business meets all requirements as outlined in either form 116-260 or Form 116-261. If claiming the Local or Veterans Preference please submit the appropriate form along with your bid response. Both forms are included with as part of this bid document.
- 1.4 If Bidder experiences technical issues with the online bidding process, please contact Public Purchase's Vendor Support at [support@thepublicgroup.com](mailto:support@thepublicgroup.com). Please refer to Point 11 on page 2.
- 1.5 In the event of proven technical difficulties, Bidder must contact the Procurement Contract Specialist (PCS)/Buyer for further bid submission instructions a minimum of two (2) hours prior to bid close time of 1:30 PM PST, and alternative bid submissions will be accommodated.

**2.0 PURPOSE/BACKGROUND**

The County of Riverside Purchasing on behalf of Assessor-County Clerk-Recorder is soliciting quotations for Enterprise Content Management System products as detailed in this RFQ, Exhibit A, page 7.

ACR currently uses the Enterprise Content Management System (ECMS) to redact Social Security numbers from digital images of recorded documents. The CREST project will be using the system to store all electronic images of documents in connection with the Manatron application. Also the new Clerk Recorder application (CARDS) will be utilizing the ECMS to store all document images in a secure and trusted system.

All bidders' response must be submitted online by entering the total cost of support on the line item of the "Item Detail" section and uploading a detailed quote on this website.



3.0 TIMELINE	DATES:
1. RELEASE OF REQUEST FOR QUOTATION	6/13/2017
2. DEADLINE FOR SUBMISSION OF QUESTIONS Bidders must submit their questions online at PublicPurchase.com. All questions submitted are within the correct RFQ located on PublicPurchase.com.	<b>Must be submitted by:</b> <b>Date:6/20/2017</b> <b>Time: 1:30 PM Pacific Time</b>
3. DEADLINE FOR QUOTATION SUBMITTAL Bid results are posted on PublicPurchase.com	<b>6/27/2017</b> at 1:30 PM Pacific Time
4. TENTATIVE DATE FOR AWARDED CONTRACT	5-90 days, contingent upon lowest bidder meeting all of the bid specifications.

**4.0 PERIOD OF PERFORMANCE**

The period of performance shall be for five (5) year(s), with each year renewable in one-year increments, with the completion date of 8/06/2022, with no obligation by the County of Riverside to purchase any specified amount of goods or services.

**5.0 GENERAL REQUIREMENTS**

**Procedures for Submitting Quotations**

All quotations must be submitted in accordance with the standards and specifications contained within this Request for Quote (RFQ).

The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the quotation.

The County shall not pay any costs incurred or associated in the preparation of this or any quotation or for participation in the procurement process.

Quotes must be specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable quotation. Receipt of all addenda, if any, must be acknowledged in the quotation.

**Late quotations will not be accepted.** Postmarks will not be accepted in lieu of this requirement. Quotations submitted to any other County office will be rejected.

**6.0 METHOD OF AWARD (Specifications)**

Quotations will be evaluated based upon criteria determined to be appropriate by the County, which may include but are not necessarily limited to the following:

- a. Lowest overall purchase price
- b. Adherence to specifications as detailed in this RFQ
- c. Prompt payment discounts on 30 days or less
- d. Warranties
- e. All associated delivery costs
- f. Delivery date
- g. Product acceptability
- h. Service/Customer Support

County reserves the right of award in regard to any other factors the County determines to be appropriate.

**7.0 EVALUATION PROCESS**

All quotations will be given thorough review. All contacts during the review selection phase will be only through the Purchasing Department. Attempts by the Bidder to contact any other County representative may result in disqualification of the Bidder. The County recognizes that prices are only one of several criteria to be used in judging an offer, and the County is not legally bound to accept the lowest offer.

**8.0 INTERPRETATION OF RFQ**

The Contractor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFQ. If any Contractor planning to submit a quote finds discrepancies in or omissions from the RFQ, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFQ will be made only by written addendum and may be posted on the Purchasing website at [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us) and PublicPurchase.com. The County is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the County's purchasing website at [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us) and PublicPurchase.com.

**9.0 CANCELLATION OF PROCUREMENT PROCESS**

The County may cancel the procurement process at any time. All quotations become the property of the County. All information submitted in the quotation becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the quote, it must be clearly identified by the Bidder; otherwise, the Bidder agrees that all documents provided may be released to the public after bid award.

The County reserves the right to withdraw the Request for Quote (RFQ), to reject a specific quote for noncompliance within the RFQ provisions, or not award a bid at any time because of unforeseen circumstances or if it is determined to be in the best interest of the County.

**10.0 COMPENSATION**

The County shall pay the awarded bidder for equipment and services performed, after the equipment are installed and tested to the satisfaction of the County. Expenses incurred and compensation shall be paid in accordance with an invoice submitted to County by awarded bidder. The County shall pay the acceptable invoice within thirty-(30) working days from the date of receipt of the invoice, or the goods/services are received, whichever is later.

**11.0 BACK ORDERS**

The County will NOT accept:

Backorders   X    
Substitutions   X

## 12.0 DELIVERY

Delivery appointments **MUST** be made with the County of Riverside Assessor-County Clerk-Recorder Agency, 72 hours prior to scheduled delivery date. The contact person will be provided upon award of bid. The County will not be responsible for cost incurred due to shipments attempted during non-receiving hours or unscheduled deliveries. All delivery of products must be F.O.B. Destination. Delivery address:

Riverside County  
Assessor-County Clerk-Recorder  
2724 Gateway Drive, Riverside, CA  
Attention: Sean Adams  
Phone: 951-486-7031  
Between 8:00 AM to 4:00 PM Pacific Time

## 13.0 WARRANTY

Bidder shall provide a warranty that includes all parts and labor. Awarded Bidder shall handle all repairs/services of equipment(s) under warranty, manufacture warranty or Awarded Bidder's Company warranty. Awarded Bidder shall assume all responsibilities pertaining to shipping and handling of equipment that has to be sent back to the manufacture for repairs/services. In the event the equipment is beyond repair, a replacement of a brand new equipment of the same model or equivalent shall be provided by Awarded Bidder. REMANUFACTURED equipment is not accepted.

## 14.0 USE BY OTHER POLITICAL ENTITIES

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

## 15.0 CONFIDENTIALITY AND PROPRIETARY DATA

Subsequent to the County's evaluation, bids/proposals which were required to be submitted in response to the solicitation process become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary" the Vendor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. Where applicable, Federal regulations may take precedence over this language.

**"EXHIBIT "A"**

Line Item	EMC Model Number	Production Description	Qty	Renewal Coverage Start Date	Renewal Coverage Expiry Date
1.	456-102-275	CAPTIVA ATTENDED CLIENT	1	8/07/2017	8/06/2018
2.	456-102-279	CAPTIVA EXPORT FOR EMC – NC	1	8/07/2017	8/06/2018
3.	456-102-273	CAPTIVA SCANPLUS MODULE (STANDARD)	1	8/07/2017	8/06/2018
4.	456-102-265	CAPTIVA SERVER VOL + ADV RECOG + 100K PPY PERPETUAL	1	8/07/2017	8/06/2018
5.	456-102-262	CAPTIVA STD SERVER + ADV RECOG TEST/DRS 10K PPY	1	8/07/2017	8/06/2018
6.	AIS-MC	AUTHORING INTEGRATION SERVICES CORE	2	8/07/2017	8/06/2018
7.	BIZ-ACTVT- MON	BUSINESS ACTIVITY MONITOR MULTI-CORE	2	8/07/2017	8/06/2018
8.	CNTNT-SERVER	CONTENT SERVER ST	700	8/07/2017	8/06/2018
9.	456-010-843	DISPATCHER FOR IA CLASSIFICATION<9,125,000 PPY	1	8/07/2017	8/06/2018
10.	456-010-856	DISPATCHER FOR IA EXTRACTION <9,125,000 PPY	1	8/07/2017	8/06/2018
11.	456-010-898	DISPATCHER MANAGER CLIENT	1	8/07/2017	8/06/2018
12.	456-010-894	DISPATCHER VALIDATION MODULE (10 CLIENTS) WSTN	1	8/07/2017	8/06/2018
13.	DTS-1	DOCUMENT TRANSFORMATION SVCS CPU	2	8/07/2017	8/06/2018
19.	ADMNSTRTR	DOCUMENTUM ADMINISTRATOR ST	2	8/07/2017	8/06/2018
20.	DEVELOPST UDIO	DOCUMENTUM DEVELOPER STUDIO ST	2	8/07/2017	8/06/2018
21.	FORMS-BLDR	DOCUMENTUM FORMS BUILDER ST	1	8/07/2017	8/06/2018
22.	FORMS-USER	DOCUMENTUM FORMS USER ST	100	8/07/2017	8/06/2018
23.	456-011-323	EMC DOCUMENTUM EXPORT FOR INPUTACCEL	1	8/07/2017	8/06/2018
24.	456-011-324	EMC DOCUMENTUM EXPORT FOR INPUTACCEL-NOCHARGE	1	8/07/2017	8/06/2018
25.	456-011-248	INPUTACCEL SERVER-9,125,000 PPY	1	8/07/2017	8/06/2018
26.	456-011-400	INPUTACCEL SOFTWARE DEVELOPERS KIT	1	8/07/2017	8/06/2018

27.	456-011-303	INPUTACCEL STANDARD EXPORT BUNDLE-NO CHARGE	1	8/07/2017	8/06/2018
28.	456-011-285	INPUTACCEL UNIVERSAL CLIENTS – 10 PACK	2	8/07/2017	8/06/2018
29.	IDS-SRC-MC	INTERACTIVE DELIVERY SERVICES SOURCE CORE	2	8/07/2017	8/06/2018
30.	IDS-TAR-MC	INTERACTIVE DELIVERY SERVICES TARGET CORE	2	8/07/2017	8/06/2018
31.	DGTL-AST-MGR	MEDIA WORKSPACE/DIGITAL ASSET MANAGER ST	1	8/07/2017	8/06/2018
32.	MYD-OUTLOOK	MY DOCUMENTUM FOR MICROSOFT OUTLOOK	1	8/07/2017	8/06/2018
33.	BUS-PROC-ANLZ	PROCESS ANALYZER ST	2	8/07/2017	8/06/2018
34.	BUS-PROC-MGR	PROCESS BUILDER ST	2	8/07/2017	8/06/2018
35.	PRC-ENGSTD-MC	PROCESS ENGINE CORE	2	8/07/2017	8/06/2018
36.	BUS-PROC-S-MC	PROCESS INTEGRATOR CORE	2	8/07/2017	8/06/2018
37.	BUS-PROC-NAV	PROCESS NAVIGATOR ST	5	8/07/2017	8/06/2018
38.	REC-MGRADMIN	RECORDS MANAGER ADMIN ACCESS ST	2	8/07/2017	8/06/2018
39.	REC-MGR-EXT	RECORDS MANAGER CLIENT EXTENSION ST	50	8/07/2017	8/06/2018
40.	REC-MGR-COORD	RECORDS MANAGER COORDINATOR ST	5	8/07/2017	8/06/2018
41.	REPORTINGS VCS	REPORTING SERVICES INST	2	8/07/2017	8/06/2018
42.	RET-POL-SV-MC	RETENTION POLICY SERVICES CORE	2	8/07/2017	8/06/2018
43.	456-010-526	SCAN MODULE (LEVELS 1-3 ONLY)	15	8/07/2017	8/06/2018
44.	WP-PAGE-BUILD	WEB PUBLISHER PAGE BUILDER	10	8/07/2017	8/06/2018
45.	DCTM-WEB-PUB	WEB PUBLISHER ST	10	8/07/2017	8/06/2018
46.	WEBTOP-SEAT	WEBTOP CLIENT ST	550	8/07/2017	8/06/2018

**Local Business Qualification Affidavit**

The County of Riverside Local Business Preference may be applied to this Request for Proposal/Quotation. If you qualify for this preference, this form must be submitted along with each bidder's response to this RFP/Q. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. The County does not track local businesses that qualify for the 5% preference.

**Definition of Local Business**

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of Riverside County, authorized to perform business within the county, and in doing so, credit all sales tax from sales generated within Riverside County to the county, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A Riverside County business street address, shall be open and staffed during normal business hours and,
3. The business must establish proof that it has been located and doing business in Riverside County for at least six (6) months preceding its certification to the county as a local business.

Post office box numbers shall not suffice to establish status as a "local business. For the complete Board of Supervisors Policy (B-17 Disabled Veteran and Local Business Enterprises), please refer to the Riverside County Clerk of the Board website at <http://www.rivcocob.org/board-policies/>.

Additional supporting documentation that may be requested by the County to verify qualification includes:

1. A copy of their current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required for the political jurisdiction the business is located.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Length of time at this location: \_\_\_\_\_ Number of Company Employees at this address: \_\_\_\_\_

If less than 6 month, list previous

Riverside County location: \_\_\_\_\_

Business License # (where applicable): \_\_\_\_\_ Jurisdiction \_\_\_\_\_

Hours of Operation: \_\_\_\_\_

Primary function of this location (i.e., sales, distribution, production, corporate, etc):

\_\_\_\_\_

\_\_\_\_\_

Signature of Company Official \_\_\_\_\_

Date \_\_\_\_\_

Print Name, Title \_\_\_\_\_

**Submittal of false data will result in disqualification of local preference and/or doing business with the Riverside County.**

Form # 116-260 Rev 10/15

**Veteran Business and Veteran Qualified Business Affidavit**

The County of Riverside Veteran Business and Veteran Qualified Business Preference may be applied to this Request for Proposal/Quotation. If you qualify for this preference, please submit this form along with your response to this RFP/Q.

**Definition of Veteran Business and Veteran Qualified Business**

A **Veteran Business** shall mean a business that is at least fifty-one percent (51%) owned by one or more veterans.

A **Veteran Qualified Business** shall mean a business which can provide proof of their workforce containing no less than ten percent (10%) veterans.

Veterans as used in this policy means a person who has served or is currently serving in the U. S. armed services, reserves or active, and is serving honorably or has been honorably discharged.

Additional supporting documentation that may be requested by the County to verify qualification includes:

*Please check the category you are applying for:*

**Veteran Business:**

Company must be registered with Vet Biz at [www.vetbiz.gov/cve completed s.jpg](http://www.vetbiz.gov/cve_completed_s.jpg): This site provides verification information about Service-Disabled Veteran-Owned Small Businesses (SDVOSBs) and Veteran-Owned Small Businesses (VOSBs). Companies who want to participate in the County's Veterans Preference Program must be listed in this database in order to be eligible for veteran preferences.  
Company must submit DUNS # for website verification.

**Veteran Qualified Business:**

Company must submit payroll records that demonstrate that 10% of your workforce is comprised of veterans. DD214 Forms must be submitted for all employees claiming veteran status.

Business Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Total Number of Company Employees (where applicable): \_\_\_\_\_ Total Number of Veteran Employees: \_\_\_\_\_

DUNS # (where applicable): \_\_\_\_\_

Hours of Operation: \_\_\_\_\_

Signature of Company Official \_\_\_\_\_ Date \_\_\_\_\_

**Submittal of false data will result in disqualification of Veteran Preference and/or doing business with Riverside County.**

**SERVICE AGREEMENT**

for

**ENTERPRISE CONTENT MANAGEMENT SYSTEMS**

between

**COUNTY OF RIVERSIDE**

and

**WAVE TECHNOLOGY SOLUTIONS GROUP**



NOV 14 2017 3.7



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2017 NOV 14 AM 11:31  
RECEIVED RIVERSIDE COUNTY  
CLERK/BOARD OF SUPERVISORS

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between WAVE TECHNOLOGY SOLUTIONS GROUP, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

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

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

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

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

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through August 9, 2022, unless terminated earlier. CONTRACTOR shall commence performance upon the final signature of this Agreement and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred fifty-seven thousand three-hundred forty-four dollars and thirty cents (\$157,344.30) for the first year, one hundred sixty-eight thousand three-hundred thirteen dollars and forty-six cents (\$168,313.46) for year two, one hundred seventy-six

thousand seven-hundred thirty-one dollars and twenty-one cents (\$176,731.21) for year three, one hundred eighty-five thousand five-hundred sixty-six dollars and three cents (\$185,566.03) for year four, and one hundred ninety-four thousand eight-hundred forty-two dollars and ninety-three cents (194,842.93) for year five, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the cap of five (5) percent per year and shall be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

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

Riverside County Assessor-County Clerk-Recorder  
PO Box 751  
Riverside, CA 92502-0751

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (ASARC-96258-003-08/22); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered annually.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered annually. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

4. **Alteration or Changes to the Agreement**

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

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

5. **Termination**

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

5.2 COUNTY may, upon thirty (30) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

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

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

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

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

**5.6** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

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

**6. Ownership/Use of Contract Materials and Products**

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

**7. Conduct of Contractor**

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

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

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

**8. Inspection of Service; Quality Control/Assurance**

**8.1** All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall

have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

**8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

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

**9.2** CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state

statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**10. Subcontract for Work or Services**

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

**11. Disputes**

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

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

**12. Licensing and Permits**

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



California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

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

**14. Non-Discrimination**

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

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

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public

disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

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

**17. Administration/Contract Liaison**

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

**18. Notices**

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

**COUNTY OF RIVERSIDE**

County of Riverside  
Assessor-County Clerk-Recorder  
Attn: Anna Alivio  
PO Box 751  
Riverside, CA 92502-0751

**CONTRACTOR**

Wave Technology Solutions Group  
Attn: Amir Afzali  
320 Goddard Suite 100  
Irvine, CA 92618

County of Riverside  
Purchasing and Fleet Services  
Attn: Irene Maese  
2980 Washington Street  
Riverside, CA 92504

**19. Force Majeure**

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

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting

requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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

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

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

**22. Insurance**

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

**A. Workers' Compensation:**

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

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

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

**D. Professional Liability**

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

**E. General Insurance Provisions - All lines:**

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

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

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further,

said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

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

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

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

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

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

**23. General**

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

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

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

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

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

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

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

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event



that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

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

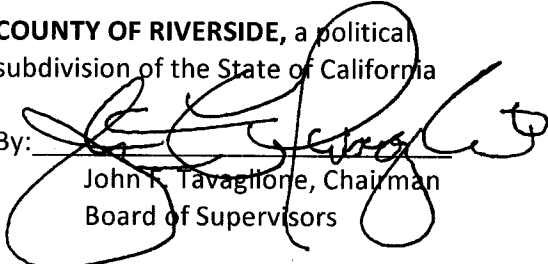
**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

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

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

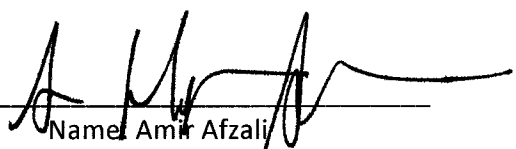
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By:   
John F. Tavaglione, Chairman  
Board of Supervisors

Dated: NOV 14 2017

WAVE TECHNOLOGY SOLUTIONS GROUP

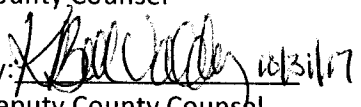
By:   
Name: Amir Afzali  
Title: Vice President

Dated: 10/30/17

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
Deputy County Counsel

## EXHIBIT A

### SCOPE OF SERVICE

The COUNTY's Assessor Clerk Recorder Information Technology (herein referred to as ACR-IT) requires the following scope for Enhanced Software Maintenance and Support Services be completed by WAVE TECHNOLOGY SOLUTIONS GROUP, (herein referred to as "CONTRACTOR") unless otherwise stated for the Enterprise Content Management System (ECMS).

ACR currently uses Documentum as its Enterprise Content Management System. The Clerk Recorder system, EagleRecorder, integrates with Documentum to store Recorded Documents, Vital Records, and Clerk Documents. The County of Riverside Enterprise Solutions for Property Taxation (CREST) project will be using the system to capture and store all electronic images of documents in connection with the Thompson Reuters application. Also, the Procurement and Accounting Tracking System (PATS) utilizes the system for the workflow application and for the capture and storage of electronic images.

#### 1.0 Scope

- 1.1. CONTRACTOR shall provide access to the online support portal twenty-four (24) hours per day, seven (7) days per week (24 x 7).
- 1.2. CONTRACTOR shall provide telephone support eight (8) hours per day, five (5) days per week (8 x 5).
- 1.3. CONTRACTOR shall provide next Business-Day Response for Software.
- 1.4. CONTRACTOR shall provide four (4) authorized technical client contracts per agreement.
- 1.5. CONTRACTOR shall provide service level objectives as defined in section 5.2 below.
- 1.6. CONTRACTOR shall provide the ACR-IT with access to software updates.

#### 2.0 COUNTY Roles and Responsibilities

- 2.1. ACR-IT shall provide the contract information for client technical representatives per support contract.
- 2.2. ACR-IT shall supply logon IDs as required
- 2.3. ACR-IT shall provide outgoing access to client's software environment for purposes of managing client's support cases.
- 2.4. ACR-IT shall engage technical support teams for all vendors and third parties as necessary.
- 2.5. ACR-IT shall allow access to appropriate client staff as required (including access to client personnel to support the relevant WAVE Support Engineers) on issues and tasks not directly stated in this Client Guide, but which have a direct impact on the successful completion of required tasks.
- 2.6. ACR-IT will review and comment on all Wave deliverables.
- 2.7. ACR-IT shall designate a lead client contact and prioritization mechanism to assist WAVE Support Engineer in resolving multiple requests for assistance.

### 3.0 Wave Support and Responsibilities

- 3.1. During the term of the annual support program, CONTRACTOR shall exercise commercially reasonable efforts to track cases through use of CONTRACTOR'S case tracking system, and correct any problem reported by Authorized Technical Contacts in the current, unmodified release of CONTRACTOR'S Content Management and Infrastructure Software support according to the case severity level.

The following responsibilities require WAVE Professional Services, except as noted regarding WAVE Infrastructure Software support solutions:

- 3.1.1 Installation. WAVE Support Engineers shall respond to installation questions and provide limited installation guidance. However, WAVE Support Engineers shall not guide clients step-by-step through installations or provide remote installation assistance for Infrastructure Software products that require scripting. Contact WAVE's Professional Services to request a bid for complete installation assistance.
- 3.1.2 Writing and debugging scripts.
- 3.1.3 Data recovery from corrupted media.
- 3.1.4 Bug resolution in unsupported product releases. See Product Release Types and Duration of Support for more details.
- 3.1.5 Questions on performance, consulting or extensive configuration. Additional telephone and onsite support services are available to meet these needs.
- 3.1.6 Case work outside purchased program's performance goals.

Note: Technical support is not structured to address questions on performance, consulting or extensive configuration questions. Additional consulting services are available separately through WAVE Professional Services.

### 4.0 Case Confirmation

- 4.1. CONTRACTOR Dispatch Agent shall confirm County's support coverage and the County contact's eligibility for support before opening a case. Contacts not previously authorized as eligible County Authorized Technical Contacts will be advised to seek the assistance of a previously designated County Authorized Technical Contact or will be allowed to open a "per-incident" case with a valid credit card.
- 4.2. Once coverage and the County Authorized Technical Contact are confirmed, the Contractor Dispatch Agent logs pertinent case information, asks the County Authorized Technical Contact to establish initial case severity level and routes the case, pertinent files and information to the appropriate support team. A confirmation email that includes the assigned case ID number is sent to the County Authorized Technical Contact.
- 4.3. For escalation needs, contact a member of Wave management team: ON-DUTY MANAGER (877) 977-WAVE, Support@wave-tsg.com

### 5.0 Case Severity Levels & Performance Goals

- 5.1 Various factors influence the ability to resolve problems. Some of these factors are outside of the Control of the CONTRACTOR. The following Service Level Objectives are intended to provide a frame work for setting mutual expectations rather than to serve as a guarantee regarding Content Management and Infrastructure Software resolution efforts.

5.2 Service Level Objectives Table

Severity	Definition	Enhanced Support	Attempt to provide relief Within
Severity 1 Critical	<ul style="list-style-type: none"> <li>Severe problem preventing workgroup from performing critical business functions.</li> <li>Production data corruption (data loss, data unavailable).</li> <li>Production System crash or hang.</li> <li>Production Systems significantly impacted.</li> <li>Production System and/or data is at high risk or potential loss or interruption.</li> <li>Production System workaround is required immediately.</li> </ul>	<p>1 Hour Remote Response</p> <p>2 Hours (after hours and weekend)</p>	<p>1 Day</p> <p>Continual Relief effort applied.</p>
Severity 2 High	<ul style="list-style-type: none"> <li>Client or workgroup able to perform job function, but performance of job function degraded to severity limited.</li> <li>Production system adversely impacted.</li> <li>Non-Production data corruption (data loss, data unavailable).</li> <li>Non Production System Crash or hang.</li> <li>Non- Production, and / or Data is at high risk at potential lass or interruption.</li> <li>Non-Production System workaround is required immediately.</li> <li>Development system(s) is inoperative.</li> </ul>	<p>4 Business Hours Remote Response</p>	<p>5 Business Days</p> <p>Continual Relief effort applied during normal business hours.</p>
Severity 3 Medium	<ul style="list-style-type: none"> <li>Client or workgroup performance of job function is largely unaffected.</li> <li>Production or development system has encountered a non-critical problem or defect and/or questions have arisen on product use.</li> </ul>	<p>8 Business Hours Remote Response</p>	<p>10 Business Days</p> <p>Relief effort applied during normal business hours.</p>
Severity 4 Request	<ul style="list-style-type: none"> <li>Minimal system impact; includes feature requests and other non-critical questions.</li> <li>No Client business impact.</li> <li>Requests for Enhancements.</li> </ul>	<p>24 Business Hours Remote Response</p>	<p>20 Business Days</p> <p>Relief effort applied as required.</p>

**EXHIBIT B  
PAYMENT PROVISIONS**

PART NUMBER	QTY	COVERAGE START DATE/ EXPIRY DATE	ANNUAL MAINTENANCE
456-102-262/Instance ID 83667333	1	8/07/2017 to 08/06/2018	\$68,020.83
Reinstatement fee	1	-	Waived
456-102-275/Instance ID 83667331	1	8/07/2017 to 08/06/2018	Included
456-102-279/Instance ID 83667332	1	8/07/2017 to 08/06/2018	Included
456-102-273/Instance ID 83667334	1	8/07/2017 to 08/06/2018	Included
456-104-902/Instance ID 135937261	1	8/07/2017 to 08/06/2018	Included
456-102-265/Instance ID 83667515	1	8/07/2017 to 08/06/2018	Included
456-102-262/Instance ID 134520241	1	8/07/2017 to 08/06/2018	Included
456-102-279/Instance ID 134520242	1	8/07/2017 to 08/06/2018	Included
457-100-444/Instance ID 103226211	1	8/07/2017 to 08/06/2018	Included
456-102-368/Instance ID 103226219	1	8/07/2017 to 08/06/2018	Included
456-102-275/Instance ID 103226212	40	8/07/2017 to 08/06/2018	Included
456-102-279/Instance ID 103226210	1	8/07/2017 to 08/06/2018	Included
456-102-274/Instance ID 103226216	4	8/07/2017 to 08/06/2018	Included
456-102-273/Instance ID 103226214	14	8/07/2017 to 08/06/2018	Included
456-102-272/Instance ID 103226218	1	8/07/2017 to 08/06/2018	Included
456-102-258/Instance ID 103226217	1	8/07/2017 to 08/06/2018	Included
456-102-367/Instance ID 103226213	1	8/07/2017 to 08/06/2018	Included
456-102-265/Instance ID 103226215	91	8/07/2017 to 08/06/2018	Included
BIZ-ACTVT-MON/Instance ID 69025587	2	8/07/2017 to 08/06/2018	\$75,873.00
Reinstatement fee	1	-	Waived
457-102-059/Instance ID 156475519	5	8/07/2017 to 08/06/2018	Included
457-102-059/Instance ID 156475520	50	8/07/2017 to 08/06/2018	Included
457-102-059/Instance ID 156475515	2	8/07/2017 to 08/06/2018	Included
CNTNT-SERVER/Instance ID 40198948	700	8/07/2017 TO 08/06/2018	Included
ADMNSTRTR/Instance ID 40198942	2	8/07/2017 to 08/06/2018	Included
DEVELOPSTUDIO/Instance ID 40198943	2	8/07/2017 to 08/06/2018	Included
FORMS-BLDR/Instance ID 40198941	1	8/07/2017 to 08/06/2018	Included
FORMS-USER/Instance ID 40198940	100	8/07/2017 to 08/06/2018	Included
IDS-SRC-MC/Instance ID 63561983	2	8/07/2017 to 08/06/2018	Included
IDS-TAR-MC/Instance ID 64548398	2	8/07/2017 to 08/06/2018	Included
DGTL-AST-MGR/Instance ID 40198934	1	8/07/2017 to 08/06/2018	Included
MYD-OUTLOOK/Instance ID 66639787	1	8/07/2017 to 08/06/2018	Included
BUS-PROC-MGR/Instance ID 40198947	2	8/07/2017 to 08/06/2018	Included
PRC-ENGSTD-MC/Instance ID 84029546	2	8/07/2017 to 08/06/2018	Included
BUS-PROC-SMC/Instance ID 84029167	2	8/07/2017 to 08/06/2018	Included
456-107-270/Instance ID 164027658	2	8/07/2017 to 08/06/2018	Included
WEBTOP-SEAT/Instance ID 40198938	550	8/07/2017 to 08/06/2018	Included
456-102-275/Instance ID 164065938	7	8/07/2017 to 08/06/2018	\$3,062.97

Reinstatement fee	1	-	Waived
456-102-273/Instance ID 164065940	7	8/07/2017 to 08/06/2018	\$953.93
456-103-717/Instance ID 164065944	1	8/07/2017 to 08/06/2018	\$340.68
456-111-594/Instance ID 170303344	25	8/07/2017 to 08/06/2018	Included
456-102-273/Instance ID 177049414	1	12/23/2017 to 08/06/2018	\$78.47
456-103-717/Instance ID 177049418	1	12/23/2017 to 08/06/2018	\$196.12
458-000-233/Instance ID 177049407	1	12/23/2017 to 08/06/2018	Included
456-102-275/Instance ID 177049423	1	12/23/2017 to 08/06/2018	\$251.90
456-102-279/Instance ID 177049413	1	12/23/2017 to 08/06/2018	Included
456-102-279/Instance ID 177049415	1	12/23/2017 to 08/06/2018	Included
458-000-235/Instance ID 177049406	1	12/23/2017 to 08/06/2018	\$188.28
456-102-279/Instance ID 177049412	1	12/23/2017 to 08/06/2018	Included
458-000-235/Instance ID 177049416	1	12/23/2017 to 08/06/2018	\$188.28
456-102-279/Instance ID 177384467	1	12/29/2017 to 08/06/2018	\$84.91
456-102-273/Instance ID 177384464	1	12/29/2017 to 08/06/2018	\$509.47
458-000-233/Instance ID 177384466	1	12/29/2017 to 08/06/2018	\$470.70
456-111-593/Instance ID 173256706	100	09/30/2017 to 08/06/2018	\$7,124.76
M-ESGSEP 502/Instance IE 40198938	1	8/07/2017 to 08/06/2018	\$0.00
M-ESGSEP 502/Unique# 87507-12335	1	8/07/2017 to 08/06/2018	\$0.00
M-ESGSEP-502	1	12/23/17 to 08/06/2018	\$0.00
M-ESGSEP-501/Instance ID 103226214	1	8/07/2017 to 08/06/2018	\$0.00
M-ESGSEP-502	1	8/07/2017 to 08/06/2018	\$0.00
M-ESGSEP-502	1	12/29/17 to 08/06/2018	\$0.00
			<b>\$157,344.30</b>

The Agreement allows for the optional annual maintenance and support costs for Year 2 through Year 5 with estimated annual renewal increases not to exceed 5% cap per year.

Year 2 FY 2018/2019	\$168,313.46
Year 3 FY 2019/2020	\$176,731.21
Year 4 FY 2020/2021	\$185,566.03
Year 5 FY 2021/2022	\$194,842.93

Estimated Total Optional Software Maintenance and Support Costs for Year 2 through Year 5 = \$725,453.63\*

\*Manufacturer may or may not impose an annual increase with the cap of 5% per year.