

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



ITEM
3.37
(ID # 9787)

MEETING DATE:

Tuesday, September 24, 2019

FROM : TLMA-TRANSPORTATION:

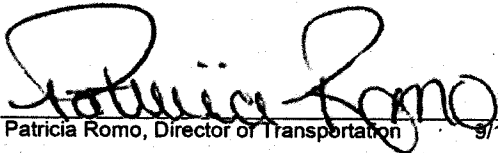
SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:

Approval of Amendment No. 1 to the Agreement for Final Design, Development, Implementation and Maintenance Cost Accounting Management System between the County of Riverside and Cascade Software Systems for Final Design, Development, Implementation and Maintenance of Cost Accounting Management System. All Districts. [\$270,873 Total - 100% Gas Tax]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment No. 1 to the Agreement for Final Design, Development, Implementation and Maintenance Cost Accounting Management System between the County of Riverside and Cascade Software Systems for Fiscal Years 19/20 – 21/22, and authorize the Chairman of the Board to execute the same; and
2. Direct the Clerk of the Board to retain one (1) copy of Amendment No. 1 and return two (2) copies of Amendment No. 1 to the Transportation and Land Management Agency for distribution.


ACTION: Policy, H-11


Patricia Romo, Director of Transportation 9/10/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: September 24, 2019
xc: Transp.

Kecia R. Harper
Clerk of the Board
By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 193,661	\$ 53,637	\$ 1,251,885	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax 100%. No General Funds will be used on this project.			Budget Adjustment: No	
			For Fiscal Year: 19/20 – 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On August 29, 2017, Agenda Item 3.115, the Board of Supervisors approved the Agreement for Final Design, Development, Implementation and Maintenance Cost Accounting Management System with Cascade Software Systems (“WINCAMS”) (the “Agreement”) to provide project based cost accounting modules, specifically to meet the requirements of the State Road Report, and State Auditors. The Agreement was in the amount of \$981,012 and has a period of performance through June 30, 2022. The WIN-CAMS system meets auditing requirements for State and Federal funds, and allows the Department to effectively and efficiently monitor and compile project costs.

Under the Agreement, WINCAMS is required to provide software that is capable of creating a detailed project accounting ledger that will interface with the County’s current financial system, Oasis/PeopleSoft, and provide the means to reconcile and generate the schedules used in the annual State Road Report.

The Transportation Improvement Program (“TIP”) is the County of Riverside’s (“County”) funding plan for Transportation Capital projects. The Transportation Department has approximately 175 active TIP projects utilizing over 55 various active fund sources. Typically, between \$175 million and \$200 million are programmed for a fiscal year. The current database used to manage the TIP is now several decades old and lacks software support and many of the common features that provide capabilities and efficiencies of use such as table lookups, directories, mouse-controlled icons, searches, and queries, and lacks the ability to provide real time data.

The proposed Amendment No. 1 to the Agreement will integrate TIP and Engineering modules into WIN-CAMS to produce a comprehensive modern system that will allow the Department to more easily and efficiently track real time costs, compare budgets to actuals, update existing projects, input new projects, and plan and monitor our capital project improvement program.

Impact on Citizens and Businesses

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

The proposed purchase and integration of the TIP module into the existing cost accounting system will enable the Department to streamline internal processes, use less paper, and allow employees to do their jobs more efficiently and effectively. Real time tracking of expenses will allow for better business decisions, increase the ability to identify projects that are falling behind, and quickly devise strategies to fix them. Effectively planning and programming future capital expenditures helps to ensure that the residents of Riverside County receive the best possible transportation network possible.

Contract History and Price Reasonableness

The cost as quoted is quite reasonable to properly plan and manage over \$150 million in capital project improvements annually. It would cost significantly more to purchase other software and have to pay for modifications to meet the needs that WINCAMS can provide as delivered functionality, or to create additional modifications in PeopleSoft to address the department's needs.

ATTACHMENTS:

Amendment No. 1 to the Agreement for Final Design, Development, Implementation and Maintenance Cost Accounting Management System
Attachment A-1: Contract Line Items Schedule & Costs
Attachment B-1: Statement of Work
Attachment D-1: Maintenance Agreement
Attachment F-1: WINCAMS Implementation Costs
Attachment G-1: Estimated Costs for Maintenance, Upgrades, and Custom Programming
TSOC Approval



Jason Farin, Senior Management Analyst

9/18/2019



Gregory V. Priamos, Director County Counsel

9/12/2019

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT FOR FINAL DESIGN, DEVELOPMENT,
IMPLEMENTATION AND MAINTENANCE COST ACCOUNTING MANAGEMENT
SYSTEM (WIN-CAMS)
WITH
CASCADE SOFTWARE SYSTEMS

Original Contract Term:	August 29, 2017 through June 30, 2022
Contract Term Extended To:	Not Applicable
Effective Date of Amendment:	September 10, 2019
Original Annual Maximum Contract Amount:	\$ 981,012.00
Amended Annual Maximum Contract Amount:	\$1,251,885.00
Contract ID:	TLARC-20810-00001-06/22

The First Amendment to the Agreement for Final Design, Development, Implementation, and Maintenance Cost Accounting Management System (WIN-CAMS) is entered into by and between the County of Riverside, a political subdivision of the State of California ("COUNTY") and Cascade Software Systems ("CONTRACTOR").

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into that Agreement for Final Design, Development, Implementation, and Maintenance Cost Accounting Management System (WIN-CAMS) on August 29, 2017 (the "Agreement"); and

WHEREAS, the parties now desire to amend the Agreement to expand the services provided by CONTRACTOR to include TIP (Transportation Improvement Program) integration with WIN-CAMS, as set forth in greater detail in Exhibit B-1 identified below.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. The foregoing recitals are true and correct.
2. Section 3 (Mutual Assent), subsection 3.2 (Cost) of the agreement is hereby amended by deleting subsection 3.2 in its entirety and replacing with the following: "3.2 Cost. The total contract price shall not exceed \$929,390.00, not including the cost for maintenance and CAMS system services as stated in Exhibit D-1".
3. Exhibit A (Contract Line Items Schedule & Costs) of the Agreement is deleted in its entirety and replaced with the attached Exhibit A-1.
4. Exhibit B (Statement of Work) of the Agreement is deleted in its entirety and replaced with the attached Exhibit B-1.
5. Exhibit D (Maintenance Agreement) of the Agreement is deleted in its entirety and replaced with the attached Exhibit D-1.

RFI# ITARC-409
BOS agenda 3.115 Tuesday, August 29, 2017
Form #116-311 Revision Date: 01/13/2016

Transportation Department, 4080 Lemon Street, 8th Floor, Riverside, CA 92501 – Telephone 951-955-6740

SEP 9 4 2019 3.37

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT FOR FINAL DESIGN, DEVELOPMENT,
IMPLEMENTATION AND MAINTENANCE COST ACCOUNTING MANAGEMENT
SYSTEM (WIN-CAMS)
WITH
CASCADE SOFTWARE SYSTEMS


6. Exhibit F (WIN-CAMS Implementation Costs) of the Agreement is deleted in its entirety and replaced with the attached Exhibit F-1.
7. Exhibit G (Estimated Costs for WIN-CAMS Maintenance, Upgrades, Optional Modules and Custom Programming) of the Agreement is deleted in its entirety and replaced with the attached Exhibit G-1.
8. All other terms and conditions of the Agreement not modified herein shall remain unchanged. The provisions of this amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.

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

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

VALSOFT CORPORATION INC.
dba Cascade Software Systems

By: 
Name: **KEVIN JEFFRIES**
Title: Chairman, Board of Supervisors

By: 
Name: Gaurav Goyal
Title: President

Dated: SEP 24 2019

Dated: 8/7/19

FORM APPROVED COUNTY COUNSEL

BY:  11 Sept 2019
DAVID M. McCARTHY DATE

ATTEST:

KECIA R. HARPER, Clerk

BY: 
DEPUTY

EXHIBIT A-1

CONTRACT LINE ITEMS (CLINS) SCHEDULE & COSTS

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

	START DAYS**	END DAYS**	COST
<u>FIXED PRICE</u>			
CLIN2: WIN-CAMS Roads, Bridges, Engineering, and Custom TIP Modules	30	480	<u>\$ 305,240.00</u>
CONTRACT FIXED PRICE			\$ 305,240.00

** Number of days after the amended 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 CLIN1s Contract amount due thirty (30) days after the effective date of the original contract, and 25% of CLIN2s Contract amount due thirty (30) days after the effective date of the first amendment to the contract, as defined and described by Section 1.

20% of each respective CLINs Contract amount due 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% of each respective CLINs Contract amount due upon installation of online deliverables and training in the use of the system.

25% of each respective CLINs Contract amount due within thirty (30) days upon implementation of all deliverable reports, batch procedures, and completion and testing of interfaces with external systems as defined and described by the Statement of Work in Exhibit B-1.

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

EXHIBIT B-1

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. CLIN1: Cost Accounting Management System (CAMS)

Cascade Software Systems 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 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 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.

2. CLIN2: Roads, Bridges, Engineering & Custom TIP (Transportation Improvement Program) Modules

Cascade Software Systems implements the Engineering, Roads, Bridges, and Custom TIP modules listed below and provides training in the modules to meet Riverside County Transportation and Land Management Agency's Planning, Programming, Engineering and TIP requirements:

1. Engineering Module

a. Engineers Estimates:

- i. Ability to create and import detailed Engineers Estimates (drafts and official);
- ii. Ability to assign a permanent Official Engineers Estimate;
- iii. Caltrans standard line item codes with standardized descriptions and units of measure updated quarterly at a minimum and combined with custom local line item codes;
- iv. Unit cost history tracking with mean averages, median averages, lows, highs, etc.;
- v. Estimates divided into contract, other direct, and indirect line items;
- vi. Imperial and metric measuring systems;
- vii. Allows for multiple phases (group of line items);
- viii. Ability to identify Funding Source(s) by line item or G/L account numbers;
- ix. Performs calculations for determining the DBE (Disadvantaged Business Enterprise) percentages required on Federal Projects;
- x. Basis for Bid Schedule;
- xi. Ability to link and store pertinent files.

b. Bid Schedule:

- i. Combine multiple Projects into one Bid Schedule;
- ii. Process bid addenda: modify existing line items, add new line items, etc.;
- iii. Capture all Contractors Responses for Bid Tabulation Tab;
- iv. Display and print bid tabulation;
- v. Identify and keep track of Plan Holders;
- vi. Ability to link and store pertinent files.

c. Contracts:

- i. Maintain detailed Contract information;
- ii. Award and creation of Contracts from winning bid response;
- iii. Allows for multiple Phases (group of line items);
- iv. Track Work Days;
- v. Weekly Statement of Working days report in the standard Department format;
- vi. Ability to identify Funding Source(s) by line item or G/L account numbers;
- vii. Ability to create A/P invoices for Contractor Pay Estimates in the standard Department format;
- viii. Compute and track Contract Retention and Contract Completion Percentages;
- ix. Process Contract Change Orders: modify existing line items and add new line items; print Change Order forms;
- x. Contract Daily Report in the standard Caltrans format;

- xi. Ability to link and store pertinent files.
- d. Construction Management:
 - i. Identify Project Design Engineer, Construction Engineer, Inspector, and other relevant internal project team personnel as well as external personnel and consultants;
 - ii. Tracking of pertinent dates and events (estimated and actual) such as Board Award date, funding deadlines, milestone accomplishments, etc.;
 - iii. Ability to link and store pertinent files;
 - iv. Creation of a Project Status Report;
 - v. Creation of a Project Advertising and Award Report.
- 2. Road Module
 - a. Restricted version for the purpose of deciphering imported Road Book Data;
 - b. Allows certain fields to auto-populate when setting up projects, such as road width, maintenance district, supervisorial district, road book page number, etc.
- 3. Bridge Module
 - a. Restricted version for the purpose of deciphering imported Road Book Data;
 - b. Allows certain fields to auto-populate when setting up projects, such as bridge width, maintenance district, supervisorial district, road book page number, etc.
- 4. Custom TIP (Transportation Improvement Program) Module
 - a. Integrate TIP functionality with existing CAMS Cost Accounting module by making the following system changes and enhancements:
 - i. Review current TIP data elements in order to remove, add, and modify to match new TIP database to current departmental requirements;
 - ii. Review report output options and update to reflect current departmental requirements;
 - iii. Add custom screen featuring relevant TIP Project detail information;
 - iv. Add custom screen to enter Project Funding Sources FY distribution on a single screen using FY data entry columns (similar to current screen);
 - v. Creation of an online Project Data Form to increase efficiency in the annual review & update process (currently done using spreadsheets and emails);
 - vi. Review feasibility of exporting new Projects information to PeopleSoft instead of vice versa (to eliminate double data entry);
 - vii. Integrate further with CAMS Project Ledger for reporting of budget, actual costs (posted) and pending actual costs (unposted) by project, fiscal year, phase, and funding source;
 - viii. Convert historical data for select projects and fiscal years.
 - b. Creation of sixteen (16) custom TIP reports per specified formats, layouts, and output options:
 - i. Supervisorial District Four Task Body Report;
 - ii. Index for Four Task Supervisorial Report;
 - iii. Supervisorial District Eight Task Body Report;
 - iv. Index for Eight Task Supervisorial Report;
 - v. Fund Sources Summaries by Supervisorial District;
 - vi. Comprehensive Summary by Supervisorial District;
 - vii. Funding Sources List;
 - viii. Lead Agencies List;

- ix. Actual Programmed Funds by Source;
 - x. Summary Programmed Funds by Source;
 - xi. Maintenance District Eight Task Body Report;
 - xii. Index for Eight Task Maintenance Report;
 - xiii. Multi-Year Fund Source Eight Task Body Report;
 - xiv. Fund Sources Totals Countywide Report;
 - xv. Index for Multi-Year Funding Source Report;
 - xvi. Individual Project Report.
5. Imports/Exports
- i. Export the Fund Tracking and TIP Tracking data files into a format acceptable for import into the Departments proprietary Project Tracking Database;
 - ii. Import Road Book data on a reliable, regular, and consistent basis.

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

CLIN1: Cost Accounting Management System (CAMS)

The expected 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

CLIN2: Roads, Bridges, Engineering & Custom TIP (Transportation Improvement Program) Modules

The expected project schedule is as follows:

Project Initiation	09/10/19
System Implementation, Development & Training	09/10/19 – 3/31/20
Parallel Processing, System Testing and Review	04/01/20 – 06/30/20
Production	07/01/20

Cost

CLIN1: Cost Accounting Management System Implementation – 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	<u>35,000</u>
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

**CLIN2: Roads, Bridges, Engineering & Custom TIP (Transportation Improvement Program)
System Implementation**

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

Core Modules

Engineering	20,000
Road (restricted version)	4,000
Bridge (restricted version)	1,500
TIP	<u>44,800</u>
Core Modules License Fees Total	\$70,300

Custom TIP Reports

Supervisory District Four Task Body Report	25,600
Index for Four Task Supervisory Report	3,200
Supervisory District Eight Task Body Report	16,000
Index for Eight Task Supervisory Report	3,200
Fund Sources Summaries by Supervisory District	6,400
Comprehensive Summary by Supervisory District	3,840
Funding Sources List	3,840
Lead Agencies List	3,840
Actual Programmed Funds by Source	12,800
Summary Programmed Funds by Source	3,840
Maintenance District Eight Task Body Report	12,800
Index for Eight Task Maintenance Report	3,200
Multi-Year Fund Source Eight Task Body Report	12,800
Fund Sources Totals Countywide Report	9,600
Index for Multi-Year Funding Source Report	3,200
Individual Project Report	<u>3,840</u>
TIP Reports Total	\$128,000

TIP Forms

Project Data Form	<u>1,600</u>
TIP Forms Total	\$1,600

Import/Exports

Import Road Book Data	3,840
Export Fund Tracking File	1,600
Export TIP Tracking File	<u>2,560</u>
Import/Exports Total	\$8,000

Miscellaneous

Project Management	19,200
Custom Programming and Support (as needed)	19,200
Data Conversions and Table Loading (Current & Historical)	12,400
Onsite Training /Support Time (not to exceed 22 days onsite time)	29,040
Travel Expenses & Per Diem lump-sum, not to exceed, based on Riverside County reimbursement policies	<u>17,500</u>
Miscellaneous Total	\$97,340

Total Cost Estimate	<u>\$305,240</u>
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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:

Roads Module (full license version)	40,000
- Web & Mobile	25,000
Bridges Module (full license version)	10,000
Sign Shop Module: Signs, Pavement Markers & Stripings	25,000
Storm Sewer Module	30,000

EXHIBIT D-1

MAINTENANCE AGREEMENT

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

for

CAMS - COST ACCOUNTING MANAGEMENT SYSTEM

between

Valsoft Corporation Inc.
dba Cascade Software Systems
7405 Transcanada Highway
Suite 100
Montreal, QC H4T 1Z2
(CONTRACTOR)

County of Riverside
TLMA - Transportation
4080 Lemon Street, 8th 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, a Quebec corporation, having its principal place of business at 7405 Transcanada Highway, suite 100, Montreal, Quebec H4T 1Z2 (hereinafter referred to as "CONTRACTOR").

WHEREAS, COUNTY desires to engage CONTRACTOR to provide both 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 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, for all purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Original Agreement.

1.1 "Original Agreement" shall mean Riverside County Board of Supervisors Agenda Item 3.115 of August 29, 2017.

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.

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.

2.2.4 Scope of Work

If CONTRACTOR is unable to repair CAMS that is hard down after three attempts, CONTRACTOR will replace the CAMS at no charge to COUNTY.

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 CAMS - Cost Accounting System 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.

4.2 CAMS - Transportation Improvement Program Maintenance

COUNTY shall pay to CONTRACTOR, subject to COUNTY receiving a valid annual invoice from CONTRACTOR, commencing on the effective date of this amended maintenance agreement, an annual fee for a total of \$18,945.00. 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/dlstr/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, 8th 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 Senior Accountant as the Project Manager. The Contractor shall appoint Ayren Spinner 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. All Actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and federal (if permitted by law and a Party elects to file an action in federal court) courts located in the County of Riverside, State of California.

Section 12

INDEPENDENT CONTRACTOR

12.1 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

13.1 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

14.1 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.

Section 15

COUNTERPARTS

15.1 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

EXHIBIT F-1

WINCAMS Implementation Costs

Fiscal Year	Contract	Service	Deliverables	Cost
17/18	Original	Cost Accounting System 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
18/19	Original	Cost Accounting System Go-Live.	System Go-Live and release of retention for Cost Accounting System.	\$62,415
19/20	Amendment #1	Transportation Improvement Program 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, and staff training. Development, installation and testing of all required modules, forms, reports, custom programming, and staff training.	\$274,716
20/21	Amendment #1	Transportation Improvement Program Go-Live.	System Go-Live and release of retention for Transportation Improvement Program.	\$30,524
Total				\$929,390

EXHIBIT G-1

Estimated Costs for WINCAMS Maintenance, Upgrades, Optional Additional Modules, and Custom Programming

Fiscal Year	Required Maintenance and Upgrades on Original Contract Modules and Custom Programming	Required Maintenance and Upgrades on Amendment #1 Modules and Custom Programming	Optional Additional Modules, Custom Programming, and Related Maintenance	Total Costs Years 2-5
18/19	\$43,700	\$0	\$0	\$43,700
19/20	\$53,314	\$18,945	\$20,000	\$92,259
20/21	\$54,380	\$23,113	\$15,000	\$92,493
21/22	\$55,468	\$23,575	\$15,000	\$94,043
Total	\$206,862	\$65,633	\$50,000	\$322,495

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.



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

H11 Number:	PR2019-08467		
Requested Purchase:	WIN-CAMS COST ACCOUNTING MANAGEMENT SYSTEM UPGRADES		
Department/Agency:	Transportation		
Primary Contact/Phone:	ANGELA KILGO	Alternate Contact/Phone:	
Purchase Request Type:			
Describe Requested Purchase:	Cascades WINCAMS Capital Project Modules will replace the County's thirty (30) year old Transportation Improvement Program database, and integrate with the Departments new Cost Accounting Management System purchased from Cascade Software Systems in 2017. The Cascade Software Systems WINCAMS Modules will provide the County's Transportation Department with sixteen (16) unique reports, and one (1) unique project data form completely customized from the ground up to meet the needs of TLMA – Transportation.		

Terms:	Is this a Multi Year Contract?: True Length of Contract: 4 Start Date: 5/1/2019 End Date: 6/30/2022 12:00:00 AM Special Terms and Conditions:
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Business Needs Addressed:	Cascade WINCAMS Capital Project Modules, a capital planning system designed and customized specifically to meet the capital planning needs of the Riverside County Transportation Department. The requested Cascade WINCAMS Modules will provide reports that will be used to publish the Departments annual Transportation Improvement Program (TIP) publication, and the project data form will be used as a tool for Project Managers to notify TIP staff of updated information as it becomes available, replacing the current method of dispersing this information via spreadsheets and emails. The upgraded WINCAM modules will replace the current database (nearly 30 years ago) which has diminished in reliability and efficacy over the years as staff experienced with the structure of the database have retired as well as the vast majority of RCIT staff either have no experience with or can no longer can support the database to this point.
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Are there other county systems that provide the same functionality?	No
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Business Criticality:	Run the Business, Grow the Business, Transform the Business
Business Impact:	Support Current Operations, Reduce Expenses, Improve Customer Service, Improve Operational Efficiencies

Current Cost itemization (Include all the year 1 cost)

Item Description	Purchase Type	Vendor	Quantity	Unit Cost	Sub_Total	Item Tax	Total Cost
Total WINCAM TIP and Engineering Module w/ Maint. Cost FY 18/19 - FY 21/22	Software - Upgrade	Cascade Software Systems	1	\$420,873.00	\$420,873.00		\$420,873.00

Annual Costs

Item Description	Payment Type	Terms (in Years)	Payment amount	Total Annual Payments
FY18/19 WINCAM TIP and Engineering Module w/ Maint. Cost	778340000	1.00	\$137,358.00	1
Subtotal Annual Costs:				\$137,358.00
FY19/20 WINCAM TIP and Engineering Module w/ Maint. Cost	778340000	1.00	\$166,303.00	1
Subtotal Annual Costs:				\$166,303.00
FY20/21 WINCAM TIP and Engineering Module w/ Maint Cost	778340000	1.00	\$73,637.00	1
Subtotal Annual Costs:				\$73,637.00
FY21/22 WINCAM TIP and Engineering Module w/ Maint Cost	778340000	1.00	\$43,575.00	1
Subtotal Annual Costs:				\$43,575.00



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

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)
Department Head or Authorized Designee Signature: Andrew Martin					Date: 4/1/2019 4:37 PM	

RCIT Review (Standard purchases and renewals < \$25000) - Administrative Review Status		
Recommended:	By:	Date:
Denial Explanation:		

ACIO Review - ACIO Review Status		
Recommended: YES	By: <i>[Signature]</i>	Date: 4/2/2019
Denial Explanation:		

CIO Review (Purchases and renewals >\$100K) CIO Review Status		
Recommended: Yes	By: <i>[Signature]</i>	Date: 4-2-19
Denial Explanation:		

TSOC Review (Purchases and renewals >\$100K) TSOC Review Status		
Recommended: YES	By: <i>[Signature]</i>	Date: 4/3/19
Denial Explanation:		