

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



**ITEM: 12.1  
(ID # 12724)**

**MEETING DATE:**

Tuesday, June 23, 2020

**FROM:** DEPARTMENT OF WASTE RESOURCES:

**SUBJECT:** DEPARTMENT OF WASTE RESOURCES: Approve the Letter of Engagement and Program Agreement with OpenText and Authorize the Purchasing Agent to Issue a Purchase Order without seeking competitive bids for a one-time upgrade of the Department's Document Management System and Imaging Software, and four (4) additional years of Managed Services and Software Maintenance and Support through December 31, 2024. All Districts. [Up to \$164,000 Annually, \$803,659 Total Cost - Department of Waste Resources Enterprise Funds 100%]

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

1. Approve the Letter of Engagement for services and compensation with OpenText for the one-time 'eDOCS DM Upgrade' without seeking competitive bids for a not-to-exceed amount of \$62,272 based on time and materials and authorize the Chairman of the Board to sign the Letter of Engagement on behalf of the County;
2. Approve the Program Agreement for services and compensation with OpenText for 'eDOCS Managed Services' without seeking competitive bids for \$65,000 for six (6) months, and option to renew for up to four (4) years through December 31, 2024 and authorize the Chairman of the Board to sign the Agreement on behalf of the County;
3. Authorize the Purchasing Agent to issue a Purchase Order to OpenText for the purchase of 'Image Crawler Standard' without seeking competitive bids for \$16,575 one-time; and
4. Authorize the Purchasing Agent to issue a Purchase Order to OpenText for ongoing maintenance and support for eDOCS DM and Image Crawler software without seeking competitive bids for up to \$34,000 annually for four (4) additional years through December 31, 2024.

**ACTION: Policy**

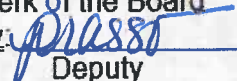
  
Hans Kemkamp, General Manager - Chief Engineer 6/9/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Washington, seconded by Supervisor Hewitt 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:** June 23, 2020  
**xc:** Waste Resources, Purchasing |

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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<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>	\$ 0	\$ 147,659.25	\$ 803,659.25	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Department of Waste Resources Enterprise Funds 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 20/21-24/25	

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

**BACKGROUND:**

**Summary**

OpenText eDOCS DM is a document management software application that creates a centralized repository and interface to manage, secure, and access documents. It integrates with familiar Microsoft applications to easily find and edit documents using automatically assigned document numbers and customizable security for individual documents ensuring all work products for specific projects are consolidated and integrated for optimal efficiency and productivity.

RCIT previously maintained the eDOCS system, but with deployment of the upgrade RCIT proposes the Department pay to have these services initially performed by OpenText, and the level of staffing needed will be re-addressed near the end of the 6-month managed services term.

Image Crawler is a third-party software application by DocsCorp for OpenText that finds and assesses image-based documents that need compression and a text layer and adds them to ensure every document is 100% searchable and reduces storage costs. It is fully automated and operates in the background with minimal staff intervention.

The County Technology Standards for Document Management are Documentum and Laserfiche. Documentum is a Content Management System also owned by OpenText, which does much of what eDOCS DM does and more, dealing with more complex content adapted more for a large enterprise, which the Department would not utilize to its fullest potential. Documentum is also more expensive and does not integrate as well with advanced imaging and engineering design application software the Department uses.

Laserfiche is used by the Department, but for long-term retention of infrequently changing information as part of regulatory compliance efforts. The Department explored discontinuing the use of eDOCS and solely using Laserfiche, but Laserfiche is not suited for collaborative use. The Department's primary concerns with Laserfiche for use as a document management system include versioning and controlling document access. Once versioning is turned on, versioning is out of the control of the user as it is automated based on hard saves and does not allow the control of each document version. In order to control access to a document,

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Laserfiche requires a user to have administrative rights. However, administrative rights within Laserfiche allows full control over all documents including the ability to remove access from other users and delete any documents. The Department views these as distinct roles and desires the ability to limit such powerful roles to very few users (administrators) while maintaining the ability to allow the document author to assign document access (read, write, edit access).

County Counsel has approved Agreements as to form.

H-11 Procurement Number: PR2020-10329 TSOC recommended on June 5, 2020.

**Impact on Residents and Businesses**

With easy organization and accessibility to documents at a lower cost than a more complex content management system, approval of this agenda item will help ensure timely service to residents and businesses.

**SUPPLEMENTAL:**

**Contract History and Price Reasonableness**

The Department has used eDOCS DM for the past 20 years. The eDOCS version we are currently running is from 2010, nearly ten (10) years old, and behind by 13 released upgrades. The cost for the upgrade, installation and managed services, and image crawler software is comparable with other similar software applications for the scale of the Department. See attached Sole Source Justification for more price reasonableness.

**Additional Fiscal Information**

FY 20/21 Costs	Description
\$62,272	<b><u>eDOCS DM Upgrade</u></b> which includes project management, current environment configuration and metadata integrity review, DM Infrastructure Design, Installation of eDOCS DM Core Server environment, Mindserver, InfoCenter, Office Add-ins, transfer of data from Pre-production to Production, Clone Production environment for testing, development, and patching validation activities, and installation on new servers and existing workstations.
\$65,000	<b><u>eDOCS Managed Services</u></b> 6-months
\$16,575	<b><u>Image Crawler Software</u></b> special tiered pricing for 101-300 users; regular list price \$25,000.50
\$3,812.25	<b><u>Image Crawler Maintenance &amp; Support</u></b> for first year

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**\$147,659.25**

**Total Current FY Costs**

Annual Costs	Description
\$130,000	<p><b><u>eDOCS Managed Services</u></b> \$65,000 per 6-months x2</p> <ul style="list-style-type: none"> <li>Proactive services engagement to manage eDOCS server environment (patch deployment, monitoring, incident resolution, updates, etc). Managed Services can be cancelled at the end of each 6 month term at no cost.</li> </ul>
\$29,000	<p><b><u>eDOCS DM Annual Support/Maintenance Fee</u></b> \$26,156.02 current year plus allowance for annual increase</p> <ul style="list-style-type: none"> <li>Routine support, bug fixes and updates. Includes certifying eDOCS works with new releases of platforms like Windows, Office, etc.</li> </ul>
\$5,000	<p><b><u>Image Crawler Maintenance &amp; Support</u></b> \$3,812.25 for first year plus allowance for annual increase</p>

**\$164,000**

**Total Annual Costs**

**ATTACHMENTS:**


**ATTACHMENT A. SOLE SOURCE JUSTIFICATION**

**ATTACHMENT B. eDOCS DM UPGRADE AGREEMENT** [Motion 1] for signature.

**ATTACHMENT C. MANAGED SERVICES AGREEMENT** [Motion 2] for signature.

**ATTACHMENT D. IMAGE CRAWLER SOFTWARE QUOTE** [Motion 3] within Purchasing Agent's authority. One-time software license purchase, and first year of maintenance and support that will be added to the ongoing maintenance and support.

**ATTACHMENT E. 2020 SOFTWARE MAINTENANCE/SUPPORT NOTICE** [Motion 4] for reference as the Department is requesting authorization to continue for 4 additional years.

  
Teresa Summers, Director of Purchasing 6/11/2020

  
Jason Farin, Principal Management Analyst 6/16/2020

  
Gregory V. Priapos, Director County Counsel 6/11/2020

# Letter of Engagement

**opentext™** | **eDOCS**

**For:**

**County of Riverside  
Sandra Green  
Assistant General Manager  
14310 Frederick Street  
Moreno Valley, CA 92553**

**For:**

**eDOCS DM Upgrade**

**Prepared by: Jay Louser**

**Reference: Riverside – eDOCS Upgrade 2020.03.13\_v4 Final.doc**

**Date of Issue: March 13, 2020**



**Letter of Engagement ("Agreement")**

**SERVICES AND COMPENSATION**

**BETWEEN**

**Open Text Inc. ("OT")**

**and**

**County of Riverside ("Customer")**

**for**

**eDOCS upgrade ("Project")**

## Introduction

This Agreement between OT and Customer is for the single services engagement described herein and is governed by the terms and conditions attached as Exhibit A. Pricing provided in this proposal will remain in effect through June 30, 2020. Prior to execution by both parties, OT reserves the right to make changes in specifications and other information contained in this document.

## High Level Objectives

Customer has requested OT Professional Services to assist in performing an upgrade of their current eDOCS Environment to eDOCS DM 16. Customer has reported some user issues which will be reviewed during the upgrade.

## Scope

The Project Scope and the associated services estimates are based upon OT services delivery of projects similar in nature. Detailed requirements specific to Customer, determined through the delivery of services, may result in changes to deliverables and/or estimates. Any change in the anticipated scope, tasks or deliverables will be mutually agreed upon by the parties in writing prior to initiating the change, following the Project Change Control Procedure described in this Agreement.

In consideration of the High-Level Objectives above, Customer will engage OT in this project with times estimates based on similar engagements. As further definition of Scope, the following in-scope activities ("In") are included in the Project and the following out-of-scope activities ("Out") are excluded from the Project:

1.	In	<p>Project Management:</p> <ul style="list-style-type: none"><li>• Creation of Work Breakdown Structure of tasks to be delivered by the OpenText project delivery team</li><li>• Inputs into the customer project plan development</li><li>• Resource scheduling and any rescheduling requirements</li><li>• Attendance to customer project meetings</li></ul>
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		<ul style="list-style-type: none"> <li>• Budget burn reporting</li> <li>• Weekly highlight reports to communicate status of delivery of the agreed OpenText deliverables</li> <li>• Change management for OpenText deliverables</li> </ul>
2.	In	<p>System Review</p> <ul style="list-style-type: none"> <li>• High-level eDOCS environment and configuration review</li> <li>• Review library configuration and metadata integrity</li> <li>• Provide recommendations on new architecture</li> <li>• Findings &amp; recommendation report</li> </ul>
3.	In	<p>Business Review</p> <ul style="list-style-type: none"> <li>• High-level review of known user issues and business use case information provided by Customer</li> <li>• Provide recommendations on best practice approaches and new DM features and implementation strategies to improve user experience and user adoption/satisfaction</li> <li>• Findings &amp; recommendation report</li> </ul>
4.	In	<p>DM Infrastructure Design:</p> <ul style="list-style-type: none"> <li>• System and Business findings report review</li> <li>• Provide recommendation on architecture based on analysis</li> </ul>
5.	In	<p>Installation of eDOCS DM Core Server environment in pre-production</p> <ul style="list-style-type: none"> <li>• eDOCS DM deployment on new servers as defined in the architecture recommendation</li> <li>• Copy of Production Database(s) and documents for testing</li> <li>• Upgrade pre-production configuration and implement new features per analysis and design recommendations</li> <li>• Installation and configuration of 2 eDOCS DM client workstations for testing and UAT</li> </ul>
6.	In	<p>Installation of eDOCS DM Mindserver (or SearchServer) Indexer environment in pre-production</p> <ul style="list-style-type: none"> <li>• eDOCS DM index solution deployment on new servers as defined in the architecture recommendation</li> <li>• Creation of index for testing</li> </ul>
7.	In	<p>Installation of eDOCS DM InfoCenter Web environment in pre-production</p> <ul style="list-style-type: none"> <li>• eDOCS DM InfoCenter Web deployment on new servers as defined in the architecture recommendation</li> <li>• Installation and configuration of the eDOCS DM InfoCenter for Office on 2 eDOCS DM client workstations for testing and UAT</li> </ul>

8.	In	<p>Installation of eDOCS DM InfoCenter Office Add-ins in pre-production</p> <ul style="list-style-type: none"> <li>eDOCS DM InfoCenter Office Add-ins deployment on 2 eDOCS DM client workstations for testing and UAT</li> </ul>
9.	In	<p>Upgrade Pre-production environment to Production</p> <ul style="list-style-type: none"> <li>Production Upgrade and Cut-over</li> <li>Dedicated Go-Live Support</li> <li>Client Deployment Assistance</li> <li>Clone Production environment to Dev for ongoing testing, patching and validation activities</li> </ul>
10.	Out	<ul style="list-style-type: none"> <li>Formal Training with supporting material</li> <li>Client Deployment</li> <li>Implementation of RM</li> </ul>

*\* If included in scope*





## Methodology & Deliverables

OT proposes the following approach for the Project, which entails several stages:

### System Review

**System Review Stage.** This stage consists of analysis of the existing DM infrastructure and maintenance centered around the library design, database and overall environment condition and fitness.

#### Tasks associated

- Review of library configuration and metadata integrity e.g. library parameters, application launch methods, profile forms, lookup tables.
- High level review of database health (e.g. configuration, size, and optimization parameters)
- Review of Windows server event logs.
- Review of DM Server logs.

#### Deliverables associated

- Document summarizing:
  - The results of the checks conducted
  - The analysis of the results based on the best practices to implement an eDOCS DM system
  - Recommendations for improvements / changes to be implemented to achieve optimal configuration

#### OT Resources associated

- eDOCS Lead Technical Consultant
- eDOCS Technical Consultant
- eDOCS Project Manager

### Business Review

**Business Review Stage.** This stage consists of a series of consultative and interactive sessions with project resources and key business subject-matter experts to identify and examine the current implementation and needs/plans for future short and long-term strategic objectives.

#### Tasks associated

- Review the current eDocs implementation by conducting user group interviews, use case review, "what's working/what's not" scenarios, identify gaps in current process and/or functionality
- Review new approaches to improve user experience and user adoption/satisfaction through the upgrade/new features; help improve the application's "ease of use"

#### Deliverables associated

- Document summarizing analysis and user review sessions and best practices recommendations for improvement based on identified business needs

#### OT Resources associated

- eDOCS Business Consultant
- eDOCS Project Manager

## Upgrade to DM 16

**Analysis and Design Stage.** This stage consists of a series of investigations and consultations to detail the requirements for the Project.

### Tasks associated

- Propose and document new architecture in consideration of system and business analysis conducted
- Define and document upgrade solution design in consideration of system and business analysis conducted
- Prepare Implementation Project Plan
- Review effort estimate

### Deliverables associated

- Project Plan
- Summary containing Architecture and Solution Design

### OT Resources associated

- eDOCS DM Technical Consultant
- eDOCS DM Project Manager

**Pre-Production Build Stage.** This stage consists of iterative cycles of software installation, configuration, testing, reconfiguration, and retesting. This is a pre-production installation of a new OS. The servers used in the pre-production stage will be moved into production for Go-Live.

### Prerequisites

- Windows Servers meeting publicly published configuration and prerequisites, which will be provided to Customer under separate cover.
- Test workstation(s) meeting publicly published configuration and prerequisites with Customer's current eDOCS DM configuration for testing against the upgraded back end.
- Test workstation(s) meeting publicly published configuration and prerequisites on which new client components and integrations will be installed.

### Assumptions

- OT to perform functional testing of the upgraded pre-production environment.
- Customer to perform user acceptance testing. UAT test plan provided by customer.

### Tasks associated with Pre-Production Build Stage

- Installation and configuration of eDOCS DM Server, eDOCS DM Indexer Server, and eDOCS DM Web Servers
- Copy of production Database(s) and documents for testing
- Installation of eDOCS DM Management Studio
- Profile form modification for 1 Primary, 1 Email and 1 Search forms (3) for compatibility
- Installation and configuration of 2 eDOCS DM client workstations for UAT
- Assist customer with automated deployment strategy for go-live client deployment
- Execution of functional testing and summary of results

### OT Resources associated with Pre-Production Build Stage

- eDOCS Technical Consultant
- eDOCS DM Project Manager

**User Acceptance Testing Stage.** This stage consists of iterative cycles of end-user test, configuration changes when needed, end-user test.

**Note:** This phase will have a fixed duration of 2 weeks (10 business days). During this period, OT supporting resource(s) will be scheduled for a fixed number of hours to ensure availability. Those scheduled hours will be billable regardless if the assigned resource has been contacted for support.

#### Tasks associated

- Ad hoc support during Customer-performed user acceptance testing. 8 hours will be pre-allocated for this task

#### OT Resources associated with User Acceptance Testing Stage

- eDOCS Technical Consultant
- eDOCS DM Project Manager

**Upgrade Stage.** This stage consists of upgrading the Production environment and porting any configuration changes performed in the pre-production environment to the Production environment.

#### Assumptions

- The pre-production environment will be "promoted" to become Customer's new production environment.
- Post deployment, the Production environment will be cloned to the Development environment based on the architecture and solution design

#### Tasks associated with Upgrade Stage

- Upgrade the Production databases
- Migrate configuration changes as per As-Built Document
- Switch the eDOCS DM clients to the promoted DM Servers
- Perform functional testing
- Provide support with new eDOCS DM client deployment
- Provide dedicated Go-Live Support
- Post Go-Live support of up to 8 hours until handover to Customer Support
- Refresh the Development environment with updated Production database and configuration according to the architecture and solution design

#### Deliverables associated with Upgrade Stage

- "As Built" documentation

#### OT Resources associated with Upgrade Stage

- eDOCS DM Technical Consultant
- eDOCS DM Project Manager

## OT Resources Profile

The Agreement requires OT to staff this Project with the following resources as needed. Customer resource assignments will be defined during the kick-off and initial planning phases of the project and will include similar resources to liaise on project activities during planning, upgrade and deployment phases.

ROLE	KEY ACTIVITIES & RESPONSIBILITIES
eDOCS Managing Consultant	<ul style="list-style-type: none"> <li>Resource in charge of the coordination of the project</li> <li>Function as the primary contact for this engagement</li> <li>Maintains and manages staffing at proper levels and assure they are performing as expected.</li> <li>Responsible for the activities of the consultants</li> <li>Communicates with the customer's team to address the commercial aspects of the engagement</li> </ul>
eDOCS Business Consultant	<ul style="list-style-type: none"> <li>Subject matter expert in all eDOCS related configuration task</li> </ul>
eDOCS Architect/ Developer	<ul style="list-style-type: none"> <li>Subject matter expert in all eDOCS related configuration task.</li> <li>Work closely with the customer's team leads during the engagement and with the customer's technical resources</li> </ul>
eDOCS Lead Technical Consultant	<ul style="list-style-type: none"> <li>Work under the direction of the eDOCS Managing Consultant on requirement definition, solution feature mapping, solution design, development, implementation, and system testing</li> </ul>

## Project Governance & Reporting

OT shall produce weekly Project reports for Customer Contact Person who shall review and approve these reports within 5 business days of receipt. Approval will be assumed if a response is not made within the 5-day period.

OT and Customer will hold regular meetings to govern and manage the Project:

### Project Kick-Off Meeting

- Description:** Meeting to formally initiate Project activities. Meeting agenda will include: Introduction of OT and Customer resources; Review of the High-Level Objectives, Scope and Methodology of the engagement; Presentations of OT Professional Services; Schedule of the next Project meeting.
- Frequency:** Occurs only once on a day and time agreed by both parties prior to any other Project activities.
- Participants:** Project Sponsors, Project Managers and OT Sales.

### Project weekly Meeting

- Description:** Discussion of Project tasks, status, issues, time & expense costs and invoicing as well as review the latest Project reports.
- Frequency:** Conference calls on day and time agreed by both parties.
- Participants:** Project Managers and key resources.

## Project Close-Out Meeting

- Description:** Meeting to formally conclude Project activities. Review the Project against the High-Level Objectives and the Scope. Discuss OT's recommended future engagements for Customer. Complete hand-over to OT Customer Support and close Project.
- Frequency:** Occurs only once on a day and time agreed by both parties after final Project delivery.
- Participants:** Project Sponsors and Project Managers.

## Services Assumptions

The following assumptions can affect the level of effort or period of performance required to complete the tasks identified within the Methodology and Deliverables Section of this Agreement.

1. Work will begin when the executed Agreement and the related purchase order, if one is required, have been received from Customer and at the earliest possible date at which OT and Customer resources are available or as otherwise agreed to. OT typically requires 5-7 weeks lead time to schedule its resources for an activity or task.
2. Customer will provide remote access for the PS resources into the customer's environment. This access is required for setup and configuration. The access can be limited to only the servers needed to perform the actions in the scope of this engagement.
3. OT and Customer agree to cooperate in good faith to complete the Services and Deliverables in a timely and professional manner. Customer understands and agrees that OT's ability to provide the Services and Deliverables is dependent upon the active participation of, and access to, the appropriate Customer resources as may be required by OT and assigned by Customer during the performance of this engagement.
4. Customer will have the necessary software licenses to perform Services included in this Agreement before beginning the project.
5. OT will only provide knowledge transfer as specifically mentioned in the Scope of this Agreement.
6. There are no deliverables beyond what is listed in this Agreement.
7. Customer will subscribe to the needed OT Software Maintenance Program to receive Software updates & upgrades that may be required for Services under this Agreement.
8. Customer will license or provide the appropriate hardware and 3rd party software necessary for the installation work specified in this Agreement. The hardware and software will be in place and available for use by OT according to the project plan. Customer will also provide either directly or through a third party, timely access to technical personnel with sufficient understanding of the technology, to allow a successful installation by OT.
9. OT Resources will be scheduled on a basis of an 8-hour day between the hours of 9am to 6pm (resource's time zone location or local time zone for alternative locations as described below), Monday to Friday, except public holidays ("Regular Business Hours").

10. All deliverables pertain specifically to eDOCS DM 16.3 ("Software"). The upgrade or downgrade to different versions is not included unless specified within the Scope of this Agreement.
11. Acceptance is based on OT completing the deliverables stated and acceptance is assumed 5 business days after work is performed unless Customer communicates any issues back to OT during this timeframe.
12. Work will occur at OT locations, or at alternate locations as mutually agreed to by OT and Customer. (Note: See Travel Expenses for all work outside OT facilities).
13. The language for all deliverables and communication will be English. Other languages may be used as agreed by both parties from time to time.
14. As applicable, all deliverables will be provided to Customer on OT's document templates under the following file format and the mediums: Microsoft Word, Microsoft Excel.
15. OT will provide resources as stated in the OT Resource Profile for this Project.
16. Other OT resources may be called upon, as mutually agreed upon by OT and Customer, for specific expertise and Customer acknowledges these services will be invoiced at the applicable rate as set forth in the OT Professional Services Standard Price List.
17. If OT and Customer agree to work outside Regular Business Hours, OT will apply a 50% surcharge (i.e. 150% normal rate) on weekdays with a minimum charge of 3 hours (2 hour of effort at 50% surcharge), and a 100% surcharge (i.e. 200% normal rate) on weekends and public holidays for with a minimum charge of 8 hours (4 hours of effort at 100% surcharge).
18. Customer and OT expressly agree that the Deliverables herein are not covered by any Upgrade Protection provided under a license agreement, a maintenance/support agreement, a cloud services/managed hosting services agreement a professional/consulting agreement or other previous agreement between OT and Customer. As such, OT offers no representation or warranty that the Deliverables herein will function after installation of a Software patch or Software update/upgrade.
19. Customer will be responsible for all backup and restoration processes to be performed on systems within their environment. Customer will be solely responsible for maintaining the data integrity of their systems and will maintain backups so as to have the ability to restore damaged and/or failed systems used in the course of the project, thereby minimizing loss of data caused by either system failure or error.
20. Customer will provide and configure fully functional environments for Software according to the applicable system requirements outlined by the Software's documentation.
21. All third-party software installation and configuration must be completed by Customer unless otherwise specified in this document.
22. The user acceptance testing phase will have a fixed duration of 2 weeks (10 business days). During this phase, OT supporting resource(s) will be scheduled for a fixed number of hours to ensure availability. Those scheduled hours will be billable regardless if the assigned resource has been contacted for support.
23. Any referenced or preprinted conditions on a Purchase Order that conflict with those of the Agreement or Change Request shall be rejected without written notice.
24. Order of Precedence: In the event of any conflict or inconsistency between the Agreements and/or a Change Request, the terms will prevail in this order, first those of the Change Request, then those of the Agreement.

## Project Scheduling & Cancellation Procedure

In the event a change in schedule or a cancellation is requested by Customer after the execution of this Agreement, the following terms and conditions will apply:

- Customer reserves the right to cancel this Agreement at any time with 15 business day's written notice to OT. Customer will pay for all hours worked and expenses incurred by OT or its subcontractors up to the point of cancellation. Upon cancellation, OT will hand over all work performed under this Agreement, in its current state.
- This engagement will include a mutually agreed upon resource schedule. Changes that occur at Customer's request within 15 business days of the scheduled work, and result in lost productivity to OT, will be invoiced to Customer in accordance with the resource schedule.

## Project Change Control Procedure

In the event a change in scope is requested during the delivery of this service, the following change control process will be used.

- A written description of the changes ("Change Request") will be prepared jointly by Customer and OT.
- The document will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms.
- The Change Request shall indicate the detailed cost and any impact of the change request upon the planned deliverables and their respective timelines.
- Both Customer and OT must sign the Change Request to authorize implementation of proposed changes.

The terms of a mutually agreed upon Change Request will prevail over those of this Agreement and any previous Change Request.

## OpenText Elite Program

In consideration for the Services Fees, Expenses & Payment Schedule, Customer agrees to join the OpenText Elite program and participates in the following activities:

- Publish an approved Press Release on successful deployment of OpenText solution.
- Publish an approved Success Story asset.
- Customer signs up as a reference for prospect, analyst & media calls (when available).
- Allow OT to use Customer Logo in corporate presentations and in social media to highlight published assets and program membership.
- Elite Program Information: <http://www.opentext.com/customer-stories/elite>

## Services Fees, Expenses & Payment Schedule

This is a Time and Materials engagement. Customer acknowledges that this is a non-binding estimate and agrees to pay the hours actually performed by OT. Invoices and payments for services rendered shall follow the requirements of the Terms and Conditions of this Agreement. Invoices shall be sent to the attention of Customer's Contact Person as specified under Contact Information.

Description	Standard Rate	Discount Rate	Estimated Efforts (hours)	Cost
Managing Consultant	\$300	\$256	32	\$8,192
eDOCS Technical Consultant	\$300	\$256	180	\$46,080
<b>Total Estimated Services Fees</b>				<b>\$54,272</b>
Travel Expense Allocation (~15%)				<b>\$8,000</b>
Other Expenses				<b>\$0</b>
<b>Total Estimated Services Fees and Estimated Expenses</b>				<b>\$62,272</b>

**Currency:** For this Agreement, the currency is: American Dollar.

**Travel Expenses:** Customer shall reimburse OT for reasonable and documented travel, lodging and meals directly associated with the performance of service under this Agreement.

**Taxes:** Customer is responsible for taxes associated with invoiced services unless Customer is tax exempt and has provided OT with a Tax Exemption Form.





## Contact Information



### OT Professional Services:

Jay Louser  
Title: Principal Strategy Consultant  
Phone: (415) 725-4041  
Email: [jlouser@opentext.com](mailto:jlouser@opentext.com)

Marc St-Pierre  
Title: RVP, Consulting Services  
Phone: (514) 448-0948 x 404  
Email: [mstpierr@opentext.com](mailto:mstpierr@opentext.com)

### OT Sales:

Bill Plunkett  
Title: Account Executive  
Phone: (619) 884-3811  
Email: [billp@opentext.com](mailto:billp@opentext.com)

### OT Contract Management:

Shared Services (Americas)  
275 Frank Tompa Drive  
Waterloo, ON N2L 0A1  
Fax: 1 (519) 888-0677  
Email: [sharedservices-ps-amer@opentext.com](mailto:sharedservices-ps-amer@opentext.com)

## County of Riverside

### Customer Contact Person:

Sandra Green  
Title: Assistant General Manager  
14310 Frederick Street  
Moreno Valley, California 92553  
Phone: (951) 486-3259  
Email: [sgreen@rivco.org](mailto:sgreen@rivco.org)

### Invoices to:

Margaret Herrero  
14310 Frederick Street  
Moreno Valley, CA 92553  
Phone: (951) 486-3200  
Email: [wasteaccountspayable@rivco.org](mailto:wasteaccountspayable@rivco.org)

## Acknowledgement and Agreement

### PURCHASE ORDER

(PLEASE CHECK THE APPROPRIATE BOX BELOW AND PROVIDE INFORMATION ABOUT YOUR PO)

- A purchase order # \_\_\_\_\_ has been provided to **Open Text Inc.** as of execution of this Agreement. Both parties agree that any standard purchase order terms and conditions shall not apply but only the terms and conditions of the OT Professional Services Agreement governing this Agreement.
- A purchase order will be issued within 30 days from the execution of this Agreement. Customer acknowledges that work will not begin until the purchase order is received by **Open Text Inc.** (See Services Assumptions). Both parties agree that any standard purchase order terms and conditions shall not apply but only the terms and conditions of the OT Professional Services Agreement governing this Agreement.
- Customer does not issue purchase orders.

# opentext™

- Customer does not require a purchase order for the Services ordered hereto. Open Text Inc. must include the following reference # \_\_\_\_\_ on its invoice.

## TAX INFORMATION

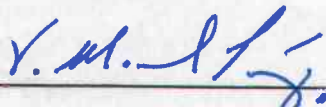
(PLEASE CHECK THE BOX BELOW IF TRUE)

- Customer is exempt and the Tax Exemption Form is provided to Open Text Inc. as of execution of this Agreement.


## Signature

OT and Customer hereby agree to the terms and conditions of this Agreement by having an authorized representative sign their name on the space provided below.

### County of Riverside

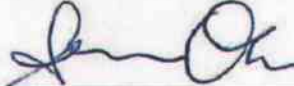
By:   
Print Name: V. MANUEL PEREZ  
Title: CHAIRMAN, BOARD OF SUPERVISORS  
Date: JUN 23 2020

### Open Text Inc.

By:   
Print Name: MARIE STIERME  
Title: RVP  
Date: June 5 / 2020

Note: Please make sure to fill the Purchase Order and Tax Information Sections above.

APPROVED AS TO FORM:  
Gregory P. Priamos, County Counsel

By:   
Susanna Oh  
Deputy County Counsel

## Exhibit A – OpenText Professional Services Terms and Conditions

### 1.0 Scope of Services

**1.1 Professional Services.** The terms of this Exhibit shall govern the professional services provided by OT to Customer (“Services”) as described in this Agreement (the “Agreement”).

**1.2 Change Orders.** The Agreement may be amended or modified by written supplementary change orders signed by both parties.

**1.3 Provision of Services.** The manner and means used by OT to perform the Services are in the sole discretion and control of OT. OT may make use of subcontractors to perform any of its obligations under this Agreement, but OT will remain responsible for the performance of its subcontractors.

**1.4 Customer Policies.** In advance of the relevant engagement, Customer shall provide OT with copies of any applicable Customer security or other policies. OT will not perform Services unless OT agrees to comply with such policies. OT will not be liable for any delays caused by time needed to review policies, or non-performance to the extent caused by OT inability to comply with policies.

**1.5 Schedules and Delivery Dates.** OT shall use commercially reasonable efforts to meet the schedules and delivery dates set forth in the Agreement, but does not guarantee completion by such dates.

**1.6 Licensing of OT Software.** Under this Agreement, OT is not providing or licensing to Customer any OT software programs or products, except for the deliverables specified in the Agreement. Customer may acquire licenses for other OT software products only under the terms of a separate software license agreement between the parties.

**1.7 Customer Cooperation.** Customer and OT shall cooperate in good faith to complete the Services in a timely and professional manner. Customer acknowledges that failure to adhere to schedules or complete tasks within Customer’s control, or failure to provide timely access to facilities, equipment, technology or complete and accurate information may delay completion of the Services and OT shall not be liable for any such delays or inability to complete the Services to the extent caused by Customer’s non-compliance with this section.

**1.8 Right to Perform Services for Others.** Subject to OT’s compliance with the confidentiality provisions stated herein, nothing in this Agreement shall restrict or limit OT from providing services which may be similar to the Services to any other entity in any industry.

### 2.0 Intellectual Property Rights and Ownership

**2.1 Intellectual Property Rights.** Each party will retain all ownership rights to its previously existing intellectual property (including but not limited to trademarks, copyrights, patent rights, trade secrets, confidential or proprietary information, techniques, methods, software, technology, plans, designs, and business processes). OT will own any work product created in connection with this Agreement, including software, documentation, training or educational materials, inventions, innovations and developments (“Work Product”), except that OT will gain no ownership rights in any of Customer’s previously existing intellectual property contained in the Work Product.

**2.2 License granted to Customer.** With respect to Work Product or OT-owned intellectual property provided under this Agreement, OT grants Customer a non-exclusive, non-transferable and non-assignable license for the sole purpose of allowing Customer to make use of the Services for its own internal business purposes in the manner contemplated in the Agreement. Such license is subject to Customer’s payment of all fees and expenses due under the Agreement.

### 3.0 Limited Warranty

**3.1 Limited Warranty.** OT warrants that the Services will be performed using reasonable skill and care consistent with generally accepted computer software industry practices (“Services Warranty”).

**3.2 DISCLAIMER.** OTHER THAN THE EXPRESS SERVICES WARRANTY SET OUT ABOVE, OT DISCLAIMS ALL OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES RELATED TO TITLE, COMPATIBILITY WITH SOFTWARE OR HARDWARE, NON-EXISTENCE OF ERRORS, NON-EXISTENCE OF VIRUSES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**3.3 Warranty Claims.** In order to receive warranty remedies under the Services Warranty, warranty claims must be reported by Customer to OT in writing within thirty (30) days of the delivery of the related Services. Any modification of the Services not authorized by OT will cause immediate termination of the Services Warranty with respect to the modified Services.

**3.4 Warranty Remedy.** Customer’s sole and exclusive remedy with respect to the Services Warranty will be that OT shall correct the breach of the Services Warranty within a commercially reasonable period of time. At OT’s discretion, OT may elect to instead issue a refund of the fees allocable to the portion of the Services which do not satisfy the Services Warranty.

### 4.0 Services Fees and Expenses

**4.1 Services Fees, Expenses and Applicable Taxes.** Customer agrees to pay OT: (a) the Services fees set forth in the Agreement (\$62,272.00) for the Services listed (OT will not be obligated to perform Services in excess of such fees absent such written consent from Customer) (“Services Fees”), (b) the travel, accommodation, lodging and out-of-pocket expenses reasonably incurred by OT in the course of providing the Services (“Expenses”), and (c) any applicable sales, use, consumption, goods and services, and value-added taxes imposed by the appropriate governments arising out of the provision of Services, except taxes imposed on OT’s income (“Applicable Taxes”).

**4.2 Invoicing and Payment.** Unless otherwise set forth in the Agreement, OT may invoice Customer in arrears on a monthly basis for Services Fees, Expenses incurred, and Applicable Taxes. All invoices issued under this Agreement shall be payable thirty (30) days from the date of invoice. Overdue amounts shall accrue interest at the lesser of two percent (2.0%) per month or the maximum amount permitted by law. OT may, at its option, suspend any ongoing work until any overdue account is brought current.

**4.3 Purchase Orders.** If Customer’s procedures require invoices be submitted against a purchase order, Customer will be responsible for issuing such purchase order prior to the commencement of the provision of the Services. The parties agree that any purchase order terms and conditions which purport to amend or modify terms of this Agreement, or which conflict with this Agreement, are rejected by OT and shall have no effect.

## 5.0 Term and Termination

**5.1 Term.** The term of this Agreement shall commence on the Effective Date and will continue until the engagement is completed or the Agreement is terminated in accordance with the terms herein.

**5.2 Termination for Default.** Either party may terminate this Agreement for default if the other party commits a material breach of the Agreement, provided (i) the non-breaching party provides the breaching party with written notice of breach and a thirty (30) day period to cure the breach ("Cure Period"), and (ii) the breaching party fails to cure each breach by the end of the Cure Period. Any termination of this Agreement shall be without prejudice to each right or remedy which the non-breaching party may possess against the breaching party under this Agreement, at law, in equity, or otherwise. Upon termination in accordance with this section, OT may immediately invoice Customer for all applicable Services Fees, Expenses incurred and Applicable Taxes related to the Services provided by OT up to the date of termination, and Customer shall pay such invoice in accordance with the payment terms of the Agreement.

**5.3 Termination without Cause.** Either party may terminate this Agreement without cause upon 30 days written notice served upon the other party stating the extent and effective date of termination.

**5.3 Surviving Sections.** The obligations of any party that have been incurred prior to the effective date of termination (including, without limitation, the obligations of Customer regarding payment of Services Fees, Expenses, and Applicable Taxes), and other provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement (including, without limitation, the Limitation of Liability sections of this Agreement), shall continue in full force and effect notwithstanding the expiration or termination of this Agreement and whether or not an invoice has been rendered with respect thereto.

## 6.0 Confidentiality

**6.1 Confidentiality.** By virtue of this Agreement, each party (a "Disclosing Party") may disclose to the other party (a "Receiving Party") information that is confidential and otherwise proprietary ("Confidential Information"). Subject to the exceptions listed below, Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential or confirmed as confidential in writing within thirty (30) days of disclosure, as well as deliverables, Work Product and any information that, due to the circumstances under which it is disclosed, a reasonable person would infer as confidential. Confidential Information does not include any information that: (a) is or becomes a part of the public domain through no act or omission of the Receiving Party; (b) was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party; or (c) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (d) is independently developed by the Receiving Party by employees or agents without access to the Disclosing Party's Confidential Information. Each party agrees, for the term of this Agreement and for five (5) years after its termination, to hold the other party's Confidential Information in strict confidence, not to disclose such Confidential Information to third parties (other than professional advisers who are bound by appropriate obligations of confidentiality) unless authorized to do so by the Disclosing Party, and not to use such Confidential Information for any purpose except as expressly permitted hereunder. Each party agrees to take reasonable steps to protect the other party's Confidential Information to ensure that such Confidential Information is not disclosed, distributed or used in violation of the provisions of this Agreement. The foregoing prohibition on disclosure of Confidential Information shall not apply to the extent Confidential Information is required to be disclosed by the Receiving Party as a matter of law or by order of a court or by a regulatory body, provided that the Receiving Party promptly notifies the Disclosing Party so that it may seek an appropriate protective order or waive compliance with this section.

## 7.0 Limitation of Liability

**7.1 DISCLAIMER OF DAMAGES / LOSSES.** IN NO EVENT SHALL OT BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING IN NEGLIGENCE) FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, NOR FOR LOSS OF PROFITS, LOSS OF REVENUE, INTERRUPTION OF BUSINESS, LOST OR DAMAGED DATA, OR COSTS OF REPROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF OT HAS BEEN ADVISED OF THE POSSIBILITY OF THE FOREGOING.

**7.2 LIMITATION OF LIABILITY.** IN NO EVENT SHALL OT'S LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT OF DOUBLE FEES PAID BY CUSTOMER UNDER THE AGREEMENT, BUT LIABILITY SHALL NOT BE LIMITED IN THE FOLLOWING EVENTS: 1) INDEMNIFICATION FOR INTELLECTUAL PROPERTY CLAIMS, 2) BREACH OF CONFIDENTIALITY, AND 3) WILLFUL AND/OR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE WHICH CAUSES DEATH, INJURY OR DAMAGE TO PROPERTY.

## 8.0 Miscellaneous Provisions

**8.1 Non-Solicitation.** Customer agrees that at any point during the term of the Agreement and for twelve (12) months thereafter, it will not, either directly or indirectly (for example, through a third party recruiter) solicit for employment or similar relationship, any employee or contractor of OT who has performed Services for Customer under the Agreement. The foregoing shall not apply if such individuals respond without Customer's encouragement to Customer's general recruitment activities including employment advertisements, job postings, or similar, provided they do not specifically target such individuals.

**8.2 Independent Contractors.** OT and Customer are independent contractors. Neither OT nor Customer shall have any authority to bind the other in any manner.

**8.3 Waiver.** No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver of any provision of this Agreement is binding on either party unless set out in a mutually signed written waiver.

**8.4 Governing Law.** This Agreement shall be governed by the laws of the State of California. If Customer or OT commence any litigation or proceeding against the other related to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys fees and court costs.

**8.5 Force Majeure.** Except for (i) payment obligations or (ii) any obligations relating to the protection of or restrictions applicable to the

other party's Confidential Information or intellectual property, neither party shall be liable to the other or in breach of this Agreement due to any failure or delay in performance of its obligations to the extent the failure or delay arises (and only for the duration that the affected party is precluded from performing) as a result of acts of God, fire, disaster, explosion, vandalism, storms, labor disputes or disruptions, epidemics, wars, national emergencies, civil disturbances, shortages of materials, actions or inactions of government authorities, terrorist acts, border delays, failures or interruptions of utilities or telecommunications equipment or services, system failures or any other cause that is beyond the reasonable control of that party.

**8.6 Severability.** Should any provision of this Agreement be deemed contrary to applicable law or unenforceable by any court of competent jurisdiction, the provision shall be considered severed from this Agreement but all remaining provisions shall continue in full force.

**8.7 Export Laws.** Services may be subject to export control laws or regulations, and Customer agrees to comply strictly with all such laws or regulations and acknowledges that it has the responsibility to obtain any licenses necessary to export, re-export, or import Services.

**8.8 Entire Agreement.** This Agreement sets forth the entire agreement between OT and Customer, and supersedes all prior related oral and written agreements and understandings between the parties with respect to the subject matter hereof.

**8.9 Notices.** Any notice under this Agreement must be given by a party in writing and is deemed effective when sent via FedEx or other commercial courier to the other party's address specified at the beginning of this Agreement, addressed to General Counsel or Chief Legal Officer. Notices with respect to Services should be sent to the contact persons listed in the Contact Information section of this Agreement.

# eDOCS Managed Services Program

**For:**

**County of Riverside  
Sandra Green  
Assistant General Manager  
14310 Frederick Street  
Moreno Valley, CA 92553**

**For:  
eDOCS Managed Services**

**Prepared by: Jay Louser  
Reference: Riverside - Managed Services 2020.03.13\_v4 Final.doc  
Date of Issue: March 13, 2020**

**Program Agreement**  
**SERVICES AND COMPENSATION**  
**BETWEEN**  
**Open Text Inc. ("OT")**  
**and**  
**County of Riverside ("Customer")**  
**for**  
**eDOCS PS Managed Services Program ("Project")**

This Agreement between OT and Customer is for the single services engagement described herein, and is governed by the terms and conditions attached as Exhibit A. Pricing provided in this proposal will remain in effect through June 30, 2020. Prior to execution by both parties, OT reserves the right to make changes in specifications and other information contained in this document.

## Introduction

eDOCS PS Managed Services is based on three principles:

**Proactive** – Provide access to a team of OT specialists who will proactively engage with Customer's internal teams to ensure that Customer maximizes the return on investment in OT technology.

**Preventative** – Provide ongoing monitoring and administrative services that utilize proprietary OT technology and are designed to ensure that Customer's OT systems are optimally configured.

**Personalized** – Ensure that OT's highly skilled and experienced consultants have an in-depth understanding of Customer's technical and business landscape. A Program Manager (PM) will be assigned to focus on Customer's success and who can orchestrate the appropriate response from OT regardless of the situation.

OT Managed Services consists of two main components: Managed Services Activities and Managed Services Professional Services Days.

## Managed Services Activities Scope Summary

### In Scope

The following table lists the activities associated with the Managed Services Activities for Customer. The schedule for these activities will be reviewed and defined with Customer at the start of the program.

Deliverable / Activity	Frequency	Scope IN or OUT
1. Monitor OT application logs and Microsoft Windows Event Logs	As needed	IN
2. Monitor the eDOCS application <ul style="list-style-type: none"> <li>a. eDOCS DM Desktop client interface</li> <li>b. eDOCS DM Servers (as listed above)</li> <li>c. eDOCS DM Index Servers (as listed above)</li> </ul>	Monthly	IN
3. Monitor disk-space usage <ul style="list-style-type: none"> <li>a. eDOCS DM Database Server</li> <li>b. eDOCS DM Document Server</li> <li>c. eDOCS DM Content Cache Server</li> <li>d. eDOCS DM Indexer Server</li> <li>e. eDOCS DM Servers</li> </ul>	Weekly	IN
4. Monitor Microsoft SQL Server for optimizations	Monthly	IN
5. Deploy Microsoft Update patches on all servers hosting components of the eDOCS DM installation	Monthly	IN
6. Escalation of issues to customer's IT team	Incident-based	IN
7. Resolve application issues resulting from an eDOCS DM or DM-related software bug or malfunction, including managing Support tickets and installation of hotfixes as required	Incident-based	IN
8. Provide email alerts to Customer on any issues	Incident-based	IN
9. Update eDOCS DM-related environment documentation	When environmental changes are applied	IN
10. Prepare a Managed Services Report including: <ul style="list-style-type: none"> <li>• Known Incident information</li> <li>• Checks performed and changes made for audit control</li> <li>• Summary and analysis of disk-space usage, including notification of new storage requirements</li> </ul>	Monthly	IN
11. Apply minor eDOCS DM software patches	Within 3 months of release	IN
12. Apply major eDOCS DM software version upgrades	Within 3 months of release	IN

### Out of Scope

The following actions are explicitly excluded from the scope of the Managed Services Activities, but can be performed using available Professional Services Days



Deliverable / Activity	Scope IN or OUT
<ol style="list-style-type: none"> <li>1. Initial production environment infrastructure build.</li> <li>2. Initial software installation and configuration (commonly addressed in a separate Project).</li> <li>3. Initial installation documentation ("as-built document").</li> <li>4. Configuration changes to OT software.</li> <li>5. Administration, configuration, or escalation/issue management of other infrastructure such as hardware, operating systems, relational database management systems, networking devices, and storage devices.</li> <li>6. System backup and recovery (built into cloud platform).               <ol style="list-style-type: none"> <li>a. Disaster recovery (built into cloud platform).</li> </ol> </li> <li>7. Monitoring, patching and upgrades of any environment outside of the production environment.</li> <li>8. DM Administrator operations. Examples include: (modifications to metadata, adding or editing eDOCS user, clients/matter or Document Types).</li> <li>9. Required SSL Certs and installation.</li> </ol>	OUT

## Customer Responsibilities

### Access

Customer is responsible to provide OT with appropriate and reasonable remote access to:

- All servers on which OT software is installed
- All servers acting as Document Servers for the eDOCS DM Library or Libraries
- All servers hosting the relational database management system hosting the eDOCS DM Library or Libraries
- At least one representative test workstation with Customer's current eDOCS DM client installation and access to test systems and data to allow testing of relevant integrations.

### Onsite Liaison

Customer must assign one or more resources to act as the Customer Representative to facilitate communication between Customer and OT. Customer Representatives should be eDOCS DM "super users" to ensure knowledge of the supported environment.

### Customer Resources

Customer will provide appropriate resources as may be required to achieve the activities requested.

### Software Versions

OT will advise Customer regarding software version compliance needs with the OT supported platforms matrix. In turn, Customer will advise OT of any current or planned software changes, such as Server, Desktop or SQL changes, that may require major patches or major release upgrades to the supported environment.

## Reporting issues

Customer environment issues will continue to be reported directly to Customer Support (via call, email or online ticket). The Customer Services Representative will determine whether the ticket is for a Managed Services customer and route the issue to the assigned PS Consultant to triage and resolve the issue. The PS Consultant will involve other support resources as needed to resolve the issue.

## Managed Services Professional Services Days Scope Summary

This Agreement includes an allocation of Professional Service days for use by Customer in relation to the tasks listed below.

### Benefits

Professional Services Days can be used by Customer to address issues not covered by the Managed Services activities. Examples include:

1. Changes to the current environment.
2. Enhancements.
3. Issues with customizations.
4. Preferential access to technical resources.

### Tasks

Customer may elect to request any activities that are not included in the Managed Services Activities Scope under the aegis of Managed Services Professional Services Days.

### Utilization

The number of Professional Services Days allocated by this Agreement is defined in the "Services Fees" section below.

A rate of 1 Professional Services Days for work per business day (8 hours during Regular Business Hours) applies. For work outside Regular Business Hours, the rate will be 1.5 Professional Services Days from Monday to Friday (excluding public holidays), and 2 Professional Services Days from Saturday to Sunday as well as any public holidays.

For work on a given day, OT will minimally deduct 0.25 Professional Service Days (that is, a 2-hour minimum charge) for services from OT location and OT 1 Professional Service Days (that is, an 8-hour minimum charge) for work at Customer location.

For standby availability for work, a rate of 0.5 Professional Services Days per 8-hour period will be applied.

If additional Professional Services days are required by Customer, they can be requested at the applicable rate as set forth in the OT Professional Services Standard Price List.

## Service Transition

At the initiation of the OT Managed Services Project, a one-time Service Transition activity will commence. This activity will include those services required to enable the OT team to begin to administer Customer's applications. During the Service Transition stage, OT will work with Customer and any existing service provider to ensure the transition has minimal impact on the users of the application.

The transition plan will include those tasks required to review the supported environments, identify any existing documentation and support processes, and complete the transfer of knowledge from Customer to OT as required to enable OT staff to provide the appropriate services for Customer's environments. The process may include meetings as necessary to allow OT to gather information about the Supported Environment.

The OT team will cooperate with any outgoing service provider to collect the necessary information and organize and document the information to make it available to the OT team.

## OT Resources Profile

The Agreement requires OT to staff this Project with the following resources for Managed Services and Professional Services Days activities.

eDOCS Managing Consultant:

- Resource in charge of the coordination of the project
- Maintains and manages staffing at proper levels and assure they are performing as expected
- Responsible for the activities of the consultants
- Communicates with the customer's team to address the commercial aspects of the engagement

eDOCS Lead Technical Consultant:

Subject matter expert in all eDOCS DM-related installation and configuration tasks

## Pricing Schedule

- ✓ (Included) Major eDOCS DM Software Upgrades
- ✓ (Included) Monthly deploy Microsoft Updates patches on all servers hosting components of the eDOCS DM installation

OT Managed Services programs are invoiced annually at the initiation of the Agreement. Invoices and payments for services rendered shall follow the requirements of the Terms and Conditions outlined within this proposal.

Description	Expiration	Invoice	Units	Total
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Managed Services for eDOCS DM (Semi-Annual Fee)	6 months from start of service	Upon Sign-off of Production Environment on the engagement	6 months	\$55,000
Professional Services Days	6 months from start of service	Upon Sign-off of Production Environment on the engagement	5 days	\$10,000
<b>Total Estimated Services Fees</b>				<b>\$65,000</b>

*The currency for the Agreement is US dollars.*

*All pricing is exclusive of applicable taxes.*

*Customer is responsible for taxes associated with invoiced services unless Customer is tax exempt and has provided OT with a Tax Exemption Form.*

*Additional Professional Services Days can be purchased at the rate of \$2,000 per day.*

**Travel Expenses:** *Customer shall reimburse OT for reasonable and documented travel, lodging, and meals directly associated with the performance of services under this Agreement.*

## Services Assumptions

1. This Optimize Managed Services Program is an additional program to the OT Software Maintenance Program.
2. Customer must be a subscriber, through the duration of this program, to the OT Software Maintenance Program.
3. This Agreement covers one production OT system with one set of users and associated database contents unless otherwise specified herein. Coverage for additional production OT systems being managed by the same Customer administration team can be included at an incremental cost.
4. The period of performance for this Agreement is as specified in the Pricing Schedule and begins as mutually agreed by OT and Customer.
5. An invoice will be produced upon commencement of this Agreement. Customer must make payment within 30 days of receipt of invoice.
6. Any preprinted terms and conditions on the front or back of any purchase order in conflict with the terms of this Agreement shall be rejected automatically without written notice.
7. Once signed, the terms and conditions herein shall form a binding agreement. The pricing set forth herein shall apply to the term and scope of work set forth in the agreement attached hereto. Any additional services requested by Customer shall require a separate agreement and be subject to OT's then-current price list.
8. Coverage under this Agreement is for standard business hours. For the purposes of this Agreement, a regular business week ("week") for support and administration is defined as 8 am EST Monday until 6 pm EST Friday.
9. Work will begin when the executed Agreement and the related purchase order, if one is required, have been received from Customer and at the earliest possible date at which OT and Customer resources are available or as otherwise agreed to. OT typically requires 3-5 weeks lead time to schedule its resources for an activity or task.

10. OT and Customer agree to cooperate in good faith to complete the Services and Deliverables in a timely and professional manner. Customer understands and agrees that OT's ability to provide the Services and Deliverables is dependent upon the active participation of, and access to, the appropriate Customer resources as may be required by OT and assigned by Customer during the performance of this engagement.
11. There are no deliverables beyond what is listed in this Agreement.
12. Work will occur at OT locations, or at alternate locations as mutually agreed to by OT and Customer. (Note: See Travel Expenses for all work outside OT facilities).
13. Customer will provide and configure fully functional environments for Software according to the applicable system requirements outlined by the Software's documentation.
14. OT will only provide knowledge transfer as specifically mentioned in the Scope of this Agreement.
15. The language for all deliverables and communication will be English. Other languages may be used as agreed by both parties from time to time.
16. Customer and OT expressly agree that the Deliverables herein will not be deposited in Escrow.
17. Customer understands and agrees that OT will not perform work beyond authorized efforts & expenses within each request. If additional effort or expenses are required to complete activities, tasks or deliverables on a task authorization, both Customer and OT will negotiate in good faith a Change Request.
18. Customer will be responsible for all backup and restoration processes to be performed on systems within their environment. Customer will be solely responsible for maintaining the data integrity of their systems and will maintain backups so as to have the ability to restore damaged and/or failed systems used in the course of the project, thereby minimizing loss of data caused by either system failure or error.
19. Customer will provide and configure fully functional unassisted VPN access to Instances covered by the Managed Services.
20. For the purposes of this Agreement, the parties expressly agree that this Agreement may not be terminated for convenience.
21. Introducing any OT, custom, or 3rd party software to the system without the specific involvement of OT will jeopardize OT's ability to provide Client an appropriately high level of support.
22. Any software and/or hardware provided by and installed by OT to assist with delivery of the services included in this program and not purchased by Customer must be removed and returned to OT upon termination of the program or related delivery component.
23. Customer will be responsible for desktop applications. The OT team will guide and advise on administration and support of OT desktop components if applicable.
24. Customer will be responsible for the infrastructure and third party components including hardware, network, operating systems, database, and other third party software. The OT consultant will guide and advise in these areas as it relates to the eDOCS deployment where reasonable and possible.
25. Customer is responsible for delivering help desk support to end users

26. Customer is responsible to provide OT with appropriate and reasonable access to:
- All servers on which OT software is installed
  - All servers acting as Document Servers for the eDOCS DM library or libraries
  - All servers hosting the relational database management system for the eDOCS DM library or libraries
  - At least one representative test workstation with Customer's current eDOCS DM client installation

## Renewal

1. The Managed Services Program may be renewed at the end of the contracted period. OT will send a renewal notice approximately 90 days prior to the end of the current term and Customer will pay OT as invoiced if renewal option is elected.
2. OT reserves the right to increase the Support fees in line with reasonable increased costs of service delivery on an annual basis after the initial contracted period.
3. If Customer does not wish to renew the Managed Service Program, Customer must notify OT in writing at least 60 days prior to the end of the then current subscription term.
4. If OT does not wish to renew the Managed Services Program, OT must notify Customer in writing at least 60 days prior to the anniversary of the date of subscription.



# Acknowledgement and Agreement

## PURCHASE ORDER

(PLEASE CHECK THE APPROPRIATE BOX BELOW AND PROVIDE INFORMATION ABOUT YOUR PO)

- A purchase order # \_\_\_\_\_ has been provided to OT as of execution of this Agreement.
- A purchase order will be issued within 30 days from the execution of this Agreement. Customer acknowledges that work will not begin until the purchase order is received by OT (See Services Assumptions).
- Customer does not issue purchase orders.
- Customer does not require a purchase order for the Services ordered hereto. OT must include the following reference # \_\_\_\_\_ on its invoice.

## TAX INFORMATION

(PLEASE CHECK THE BOX BELOW IF TRUE)

- Customer is exempt and the Tax Exemption Form is provided to OT as of execution of this Agreement.

## Signature

OT and Customer hereby agree to the terms and conditions of this Agreement by having an authorized representative sign their name on the space provided below.

County of Riverside

By: \_\_\_\_\_

Print Name: V. MANUEL PEREZ

Title: CHAIRMAN, BOARD OF SUPERVISORS

Date: JUN 28 2020

Open Text Inc.

By: \_\_\_\_\_

Print Name: MARC STIERME

Title: RVP

Date: June 5 / 2020

Note: Please make sure to fill the Purchase Order and Tax Information Sections above.

APPROVED AS TO FORM:  
Gregory P. Priamos, County Counsel

By: \_\_\_\_\_  
Susanna Oh  
Deputy County Counsel

ATTEST:  
KECIA R. HARPER, Clerk  
By: \_\_\_\_\_  
DEPUTY

## Exhibit A – OpenText Professional Services Terms and Conditions

1. As between the parties, Customer shall retain all ownership rights to any and all innovations, inventions or developments ("Innovations"), whether or not jointly conceived, and the intellectual property rights arising therefrom, that derive directly from the Customer's existing technology provided by Customer to OT during the term of this Agreement. As between the parties, OT shall retain all ownership rights to all other Innovations, whether or not jointly conceived, and all intellectual property rights arising therefrom, including, but not limited to, those Innovations that (i) derive from OT's proprietary information, materials and/or intellectual property rights, and/or (ii) relate to the business of OT. Customer shall have a royalty-free, non-exclusive license to use any OT-owned Innovations made during performance of the services hereunder to the extent necessary to permit Customer to use the services (such right does not include licenses to OT software).
2. OT will not be restricted in its ability to reassign OT personnel who have provided services hereunder to similar engagements for other clients and may use any ideas, concepts, know-how and expressions embodied within the work product.
3. OT warrants that services provided hereunder will be performed in a professional manner consistent with the quality of OT's performance of services for similarly situated customers. OT DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES ARE ERROR FREE, THAT ALL ERRORS WILL BE CORRECTED, WILL RUN ON ALL HARDWARE, OR IDENTIFIES ALL KNOWN VIRUSES. EXCEPT AS PROVIDED ABOVE, THE SERVICES, DELIVERABLES, MEDIA AND RELATED DOCUMENTATION ARE PROVIDED ON AN "AS IS" BASIS, AND OT DISCLAIMS ANY IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING. OT MAKES NO REPRESENTATION WITH RESPECT TO THE ADEQUACY OF THE SERVICES OR DELIVERABLES FOR ANY PARTICULAR PURPOSE OR WITH RESPECT TO ITS ADEQUACY TO PRODUCE ANY PARTICULAR RESULT. OT SHALL NOT BE LIABLE FOR LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT OR THE USE OF THE DELIVERABLES BY CUSTOMER.
4. In order to receive warranty remedies, deficiencies in the services must be reported to OT in writing within 30 days of completion of the deficient services. Customer shall not make any additions, deletions or modifications to the services or any deliverables except as specifically set forth in the documentation or as authorized in writing by OT. Unauthorized modification of the services or deliverables shall cause immediate termination of any applicable warranty as established above. CUSTOMER'S SOLE REMEDY SHALL BE TO HAVE THE DEFICIENCIES REMEDIED OR TO RECEIVE A REFUND OF THE PRO RATA AMOUNT OF THE FEES ALLOCABLE TO SUCH SERVICES, AT OPEN TEXT'S OPTION.
5. In no event shall OT's Liability under this Agreement exceed double amount of fees paid to it by Customer under this Agreement, but liability shall not be limited in the following events: 1) indemnification for intellectual property claims, 2) breach of confidentiality, and 3) willful and/or intentional misconduct or gross negligence which causes death, injury or damage to property. Neither party shall be liable for any special, incidental, or consequential damages.
6. OT and Customer agree to keep confidential and not disclose to any third parties any and all proprietary information of the other party, which is appropriately marked as "Confidential" or



"Proprietary". However, either party may make such a disclosure to its contractors who are working under this Letter of Engagement and who have signed an appropriate non-disclosure agreement.

7. During the term of the provision of Services hereunder and for a period of eighteen (18) months after completion thereof, Customer agrees that they will not, either directly or indirectly, solicit for employment (either direct or indirect) or such other similar relationship, any employee of OT or other person providing the services on behalf of OT.
8. This Agreement shall be governed by the substantive law of the State of California.



## Contact Information



### OT Professional Services:

Jay Louser

Title: Principal Strategy Consultant

Phone: (415) 725-4041

Email: [jlouser@opentext.com](mailto:jlouser@opentext.com)

Marc St-Pierre

Title: RVP, Consulting Services

Phone: (514) 448-0948 x 404

Email: [mstpierr@opentext.com](mailto:mstpierr@opentext.com)

### OT Sales:

Bill Plunkett

Title: Account Executive

Phone: (619) 848-3811

Email: [billp@opentext.com](mailto:billp@opentext.com)

### OT Contract Management:

Shared Services (Americas)

275 Frank Tompa Drive

Waterloo, ON N2L 0A1

Fax: 1 (519) 888-0677

Email: [sharedservices-ps-amer@opentext.com](mailto:sharedservices-ps-amer@opentext.com)

## County of Riverside

### Customer Contact Person:

Sandra Green

Title: Assistant General Manager

14310 Frederick Street

Moreno Valley, CA 92553

Phone: (951) 486-3259

Email: [sgreen@rivco.org](mailto:sgreen@rivco.org)

### Invoices to:

Margaret Herrero

14310 Frederick Street

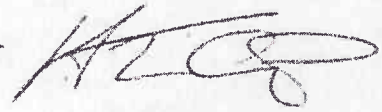
Moreno Valley, CA 92553

Phone: (951) 486-3200

Email: [wasteaccountspayable@rivco.org](mailto:wasteaccountspayable@rivco.org)

Hans W. Kernkamp, General Manager-Chief Engineer

Date: May 29, 2020  
From: Mr. Hans Kernkamp, General Manager-Chief Engineer  
To: Purchasing Agent  
Via: Precious Carter, Procurement Contract Specialist  
Subject: Sole Source Procurement; Request for Upgrade to version DM 16 of OpenText "eDOCS DM" Document Management Software and include Managed Services and add-on software and support of Image Crawler automatic text recognition software



The below information is provided in support of my Department requesting approval for a sole source.

1. **Supplier being requested:** Open Text, Inc.
2. **Vendor ID:** 0000097434
3.  Single Source                       Sole Source
4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?**  
 Yes                                       No

SSJ# RIVCOPro Requisition No. 127257018 for CY20-24: 15-045 for FY15-19: 14-043 for FY14; and 12-535 for FY13

- 4a. **Was the request approved for a different project?**  
 Yes                                       No
5. **Supply/Service being requested:** 1) 'eDOCS DM Upgrade' includes project management, current environment configuration and metadata integrity review, DM Infrastructure Design, Installation of eDOCS DM Core Server environment, Mindserver, InfoCenter, Office Add-ins, transfer of data from Pre-production to Production, Clone Production environment for testing, development, and patching validation activities, and installation on new servers and existing workstations; 2) 'eDOCS Managed Services' which include deploying software patches including those from Microsoft that apply to the eDOCS DM software, apply any major software version upgrades, a service transition to allow OpenText to start administering the applications, 6-months of managed services and 5-day allocation of professional service days. These "optimized" services are in addition to the (required) OpenText Software Maintenance the Department has already paid \$26,156.02 for through December 31, 2020. 3) 'Image Crawler Software' third-party software by DocsCorp for OpenText – 300 users. Department has approximately 150 users, and this is sold in tiers of up to 100, 300, 500 users, etc. 4) Annual License Maintenance and Support for eDOCS DM and Image Crawler Software.
6. **Unique features of the supply/service being requested from this supplier.** Proprietary maintenance, licensing, and support, upgrade, and managed services of existing software used daily for electronic storage of data, document sharing, and data transfer between

servers. Image Crawler Software finds and assesses image-based documents that need compression and a text layer and adds them better than any other product on the market.

7. **Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:** Department personnel currently use the OpenText Document Management system to store electronic copies of documents and manage data pertaining to projects and work assignments. The software allows for sharing and tracking of documents for ease of use and review, as well as provides a secure data storage and transfer protocol.
8. **Period of Performance:** One-time for eDOCS DM upgrade; 6 months for Managed Services; one year for license maintenance and support to be paid before June 30, 2020. Department is requesting the option to renew the Managed Services and license maintenance and support for up to 4 additional years through December 31, 2024.

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

9. **Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.**

Description:	FY20	FY21	FY22	FY23	FY24	FY25	Total
Current Costs:	147,659.25						147,659.25
<i>Upgrd &amp; Img Crwlr</i>							
Ongoing Costs:		82,000	164,000	164,000	164,000	82,000	656,000
<i>4 additional years</i>							
Total Costs	147,659.25	82,000	164,000	164,000	164,000	82,000	803,659.25

10. **Price Reasonableness:** The Department along with RCIT explored the capabilities of Laserfische extensively as it was going to save some money over OpenText DM, but it was determined it could not provide comparable features to meet the needs of the Department. Compared to Documentum, the County Technology Standard for Content Management software, the price of eDOCS DM is much cheaper, and the Department does not need all the added features of a Content Management system as opposed to the Document Management system at a more reasonable price and scale for the Department. OpenText has extended government pricing and the same level of discount provided to other state and local government agencies.

11. **Projected Board of Supervisor Date:** June 16, 2020

[SIGNATURES ON FOLLOWING PAGE]

 HANS KERNKAMP 6/1/20  
Department Head Signature (or designee) Print Name Date

-----  
The section below is to be completed by the Purchasing Agent or designee.  
-----

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Not to exceed:

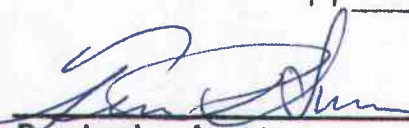
One-time \$ \_\_\_\_\_

Annual Amount \$ \_\_\_\_\_ / per fiscal year through \_\_\_\_\_ (date)

(If Annual Amount Varies each FY)

FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_

*As noted above.*

 6/11/20 20-129  
Purchasing Agent Date Approval Number  
(Reference on Purchasing Documents)

**To** Riverside County Waste Management  
 14310 Frederick St  
 Moreno Valley CA 92553-9000  
 United States  
**Attention** Sandra Green  
**Title** Assistant General Manager  
**Office** (951) 955-3766  
**Mobile**  
**Fax**  
**Email** sgreen@rivco.org  
**Ship to Email** sgreen@rivco.org

**From** Open Text Inc  
 2950 S Delaware Street  
 San Mateo CA 94403  
 United States

**Currency** USD  
**Maintenance Term** 12 Months

**Contact** Bill Plunkett  
**Title** Account Executive, Legal  
**Office** (619) 884-3811  
**Mobile** (619) 884-3811  
**Fax**  
**Email** billp@opentext.com

Item	SKU / Product Name	New Quantity	Unit of Measure / License Model	Selling Price Per Unit	Net Price	Maintenance Net Price
1	1000022620 Image Crawler Standard Named User ***	150	Standard Named Users	16,575.00	16,575.00	3,812.25
List Price per Unit: 25,000.50    Sales Disc.: 33.7%						
Sub-Total				USD	16,575.00	
Sub-Total Maintenance & Support Fees				USD		3,812.25
<b>Grand Total (Before Taxes)</b>				USD		<b>20,387.25</b>

Shipping and Freight charges may be applied to your invoice if you have not provided OpenText with preferred carrier details

**Notes**  
 This is special tiered pricing for 101-300 users.

\* OpenText Protect

\*\* OpenText Protect Anytime

\*\*\* OpenText Prime Protect

### Quotation Terms & Conditions:

**Expiration Date** (yyyy/mm/dd) 2020/06/26  
**Payment Terms** Net 30  
**Shipping Information** FOB Shipping Point  
**Government Agreement Number** N/A  
**Taxes** Not Included

Unless otherwise specified herein, the purchase and use of software licenses granted by Open Text Corporation and/or its direct/indirect subsidiaries ("OpenText") as set out in this quotation are governed exclusively by the most recent software license agreement negotiated and signed by the parties, or in the absence of such a negotiated and signed agreement the terms of the End User License Agreement embedded in the software product and accessible as a read me file, or in the absence of an embedded license, the terms of the standard Open Text End User License Agreement (available at [www.opentext.com/agreements](http://www.opentext.com/agreements)) which is effective as of the date of this quotation. The purchase of software licenses as set out in this quotation for onward sale to the End User identified in this quotation, is governed exclusively by the most recent partner master agreement negotiated and signed by the parties. The purchase and use of third party software licenses (i.e. software licenses granted by parties other than OpenText) set out in this quotation which are being resold by OpenText are governed by the software license terms which accompany such third party software, and such terms represent an agreement between the third party and the customer/licensee (OpenText is not a party to such terms). Maintenance and support may be included at the then-current level offered by OT for certain on-premise, subscription licenses provided by OpenText. The purchase and provision of services set out in this quotation are exclusively governed by the most recent services agreement negotiated and signed by the parties, or in the absence of such a negotiated and signed agreement the terms of the standard OpenText Professional Services Agreement (available at [www.opentext.com/agreements](http://www.opentext.com/agreements)) which is effective as of the date of this quotation. The purchase and provision of maintenance & support services set out in this quotation are exclusively governed by the terms of the most recent maintenance & support agreement negotiated and signed by the parties, or in the absence of such a negotiated and signed agreement the terms of the standard OpenText Software Maintenance Program Handbook (available at [www.opentext.com/agreements](http://www.opentext.com/agreements)) which is effective as of the date of this quotation. The purchase and use of hardware set out in this quotation is governed exclusively by the term and conditions which accompany such hardware, and unless such terms and conditions provide differently, OpenText disclaims all warranties and liability in respect of the purchase, sale, and/or use of such hardware. The parties agree and acknowledge that any terms and conditions that appear in any order document issued by the customer (including a purchase order) shall have no force and effect. By signing this quotation, the customer: a) has agreed to be bound by the terms and conditions set out herein, b) is deemed to have placed a binding and irrevocable order for all of the software licenses, services, and maintenance & support services set out in this quotation, and c) authorizes OpenText to invoice the customer for all fees and taxes set out in this quotation. Pricing Estimates for OpenText Cloud Services varies based on the solution set required, use case metrics (bandwidth requirements) and storage and depends on whether OpenText is hosting software licensed by customer or whether the customer is subscribing to a Cloud Service offering that includes the right to use the software during the agreement term. Pricing for hosting is for hosting of the solution only, and is in addition to the cost of licensing the software from OpenText. Pricing for hosting includes select ancillary supporting software costs (for example, database technology, monitoring software and the like). All OpenText Cloud Services estimates are subject to a one-time setup fee. All OpenText training classes are subject to a one-time setup fee.

To accept this proposal, please sign below and return.

**Accepted By** Sandra Green  
**Title** Assistant General Manager  
**Company** Riverside County Waste Management

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**



Open Text Inc  
 2950 S Delaware Street  
 Bay Meadows Station 3 Building  
 San Mateo CA 94403  
 USA

## Renewal Notice

**Bill To:**  
 John Farrar  
 Riverside County Department of, Waste Resources - 10130724  
 14310 Frederick St WMD-Main Off-Riverside  
 Moreno Valley, CA, 92553-9000  
 United States

Date: 10/1/19  
**Reference Number:** RC488253  
 Contract Number: 0012038637  
 Maintenance Term Start Date: 1/1/20  
 Maintenance Term Expiration Date: 12/31/20  
 Quote Expires: 12/31/19  
 Payment Terms: Net 30  
 Previous PO Number: signed quote 9/30/2019

**Ship To:**  
 Riverside County Department of, Waste Resources - 10194735  
 14310 Frederick St  
 Moreno Valley, CA, 92553-9000  
 United States

**End User Information:**  
 Riverside County Department of, Waste Resources - EU0028828  
 14310 Frederick St  
 Moreno Valley, CA, 92553-9000  
 United States

QTY	PRODUCT	AMOUNT
70	eDOCS DM Standard Named User Client Maintenance 01/01/20 to 12/31/20 1000022719 (S-DMOOO934101E_M)	
60	eDOCS DM Read-Only Named User Client Maintenance 01/01/20 to 12/31/20 1000022733 (S-DMOOO956101E_M)	
60	eDOCS DM Full Users Upgrade from Read-Only Users Maintenance 01/01/20 to 12/31/20 1000022735 (S-DMOOO9561250_M)	
1	eDOCS DM Protect Anytime 01/01/20 to 12/31/20 1000022558 (S-DM-24X7RESTORE)	

Additional Support Options		
Prime Protect Support Add-On		
<input type="checkbox"/>	eDOCS DM Upgrade to Prime Protect-FY	1,307.80

	Without add-on	With add-on
Subtotal	26,156.02 USD	27,463.82 USD
Tax	0.00 USD	0.00 USD
<b>Total</b>	<b>26,156.02 USD</b>	<b>27,463.82 USD</b>
Total as of 1/1/20	26,979.93 USD	28,287.73 USD

Taxes are subject to change

**\*Important Reminder**

Renewals on or after the term start date are considered late; a late payment charge will apply and is included herein for reference. Pricing is valid through the quote expiration date, after which time a new quote will be provided, and additional fees assessed.



**Send Payments To:**  
OpenText Inc.  
24685 Network Place  
Chicago, IL  
60673-1246  
US

**Banking Information:**  
JPMORGAN CHASE BANK, N.A.  
Bank Account: 802909309  
Swift: CHASUS33  
PlusGiro: 071000013



**Pay Online by Credit Card or Upload a Purchase Order:**  
<https://support.opentext.com/rr-RC488253-2746382>



**Direct All Inquiries to:**  
Milan Ward @ 905-762-6262 or [ec-supportrenewals@opentext.com](mailto:ec-supportrenewals@opentext.com) or Fax: 905-762-6404  
Please reference #RC488253

**By accepting this Renewal Notice you authorize OpenText to invoice you for this support renewal. Should you wish to accept this Renewal Notice through your signature, please sign and email this Renewal Notice to [ec-supportrenewals@opentext.com](mailto:ec-supportrenewals@opentext.com) or fax to 905-762-6404**

This Renewal Notice can be accepted in writing (by email or signature) or by issuing a purchase order for the amount stated in the Renewal Notice or paying the amounts specified. By accepting the Renewal Notice on behalf of the End User identified above ("Customer"), you are entering into a binding agreement for the provision of support services on the terms and fees set out herein. You (i) confirm that you have read, understood and agree to the terms and conditions accompanying this Renewal Notice; (ii) warrant that you have the authority to bind the Customer; and (iii) warrant that no further steps, approvals or authorisations are required to procure or pay for support services. In the event you require a purchase order or any other document to be issued in order to renew the support services, you acknowledge and agree that any preprinted terms contained in or accompanying such purchase order shall have no legal effect even if such purchase order is later in time or OpenText acknowledges or issues an invoice to Customer after receiving the purchase order.

**Authorized Signature:**

**Bill To Address (if different from above):**

.....  
**Name (printed):**

.....  
**Date:**

.....  
**Email Address:**

.....  
**Title:**

## Terms and Conditions

- OpenText agrees to supply, and Customer agrees to buy, support services specified in the Renewal Notice in accordance with the terms and conditions set out in the applicable Software Maintenance Program Handbook available at [www.opentext.com/agreements](http://www.opentext.com/agreements) (“SMPH”) and in either: (i) the Software Support Terms and Conditions for the country of the OpenText entity named in this Renewal Notice, available at [www.opentext.com/agreements](http://www.opentext.com/agreements), or (ii) a signed agreement between you and OpenText covering the provision of support services. Any preprinted terms contained in or accompanying such purchase order shall have no legal effect even if such purchase order is later in time or OpenText acknowledges or issues an invoice to Customer after receiving the purchase order.
- All support software must be licensed by Customer in accordance with the applicable software license agreement signed by the parties, or in the absence of such signed agreement, under the terms of the applicable OpenText End User License Agreement (“EULA”) in force at the time of the original software license purchase for the country of the OpenText entity from which the support software was purchased. The current EULA is available at [www.opentext.com/agreements](http://www.opentext.com/agreements).
- OpenText will issue an invoice to Customer and payment is due on or before the date specified on the invoice. A failure to pay the invoice on the due date may entitle OpenText to suspend or terminate the support services.
- If you have purchased additional support packages, OpenText customer support services are provided in accordance with the terms of and governed by the applicable OpenText support handbook applicable to the relevant support program subscription sent to you with this quote or available on [www.opentext.com/agreements](http://www.opentext.com/agreements). If you elected the add-on, it will be included on future renewals.
- **Hardware Service Contract:** Where your Renewal Notice includes a hardware service contract, you understand that a failure to provide a Purchase Order due date (if applicable), the hardware manufacturer has the right to conduct an on-site inspection (at your expense) of your equipment before acceptance
- **Billing/Invoice Address:**  
If different from quote, please complete the following:  
Bill To Company: \_\_\_\_\_  
  
Bill To Contact: \_\_\_\_\_  
  
Bill To Address: \_\_\_\_\_
- **Bill To Arrangements:** If you are a third party payer renewing Open Text support on behalf of an Open Text software End User, then you hereby confirm that, by submitting this Renewal Notice, the End User is purchasing support from OpenText on the terms of the applicable SMPH and that the End User constitutes the “customer” under the SMPH located at [www.opentext.com/agreements](http://www.opentext.com/agreements). You acknowledge that payment is on behalf of the End User and that you have no rights to the support services and any failure to make payment to OpenText of any amount due shall be deemed a failure by End User to pay such amount. OpenText may require that you provide confirmation of End User’s acceptance of the terms of the SMPH. OpenText may contact the End User directly. You shall not make any representations, warranties, or guarantees regarding OpenText support services or products and you agree to indemnify OpenText against any and all claims arising as a result of a breach of the foregoing obligations.



“Go Green” To align with OpenText’s corporate efficiency goals, OpenText will deliver a PDF copy of your invoice to the same email address this Support Renewal is being delivered to, unless you specifically request otherwise. If you would prefer an alternate delivery method or that the invoice be sent to an alternate email address, please contact [invoice@opentext.com](mailto:invoice@opentext.com).