

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



**ITEM: 12.2
(ID # 18593)**

MEETING DATE:
Tuesday, April 26, 2022

FROM : DEPARTMENT OF WASTE RESOURCES:

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Approve the Program Agreement with OpenText Inc. for eDOCS PS Managed Services Program for 3 years; All Districts. [\$258,120 Total Cost - Waste Resources Enterprise Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Program Agreement with OpenText Inc. for eDOCS PS Managed Services Program for a total aggregate amount of \$258,120 through April 30, 2025 (\$86,040 annually);
2. Authorize the Chair of the Board to sign the Agreement on behalf of the County; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding, and as approved as to form by County Counsel, to sign amendments that exercise the options of the Agreement including modifications of the statement of work that stay within the intent of the Agreement; and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the Agreement.

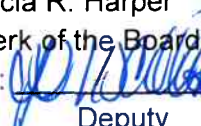
ACTION:Policy


Cynthia M. Guarel, Chief Deputy County Counsel 4/13/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Perez, and Hewitt
Nays: None
Absent: Washington
Date: April 26, 2022
xc: Waste

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 86,040	\$ 86,040	\$ 258,120	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Waste Resources Enterprise Funds 100%			Budget Adjustment:	No
			For Fiscal Year:	22/23 – 24/25

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Department of Waste Resources (DWR) utilizes eDOCS DM for document management. 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.

On June 23, 2020, the Riverside County Board of Supervisors approved an agreement between the Department of Waste Resources and OpenText Inc. approving a one-time upgrade of the Department's Document Management System and Imaging Software including four additional years of Managed Services and Software Maintenance and Support. In February of 2021, the Department began having conversations with OpenText Inc. to restructure the Managed Services portion of the agreement that supports eDOCS DM.

Impact on Residents and Businesses

There are no known negative externalities passed onto local communities as this procurement improves the safety and operation of public facilities to benefit both citizens and businesses.

Additional Fiscal Information

Estimated costs are based on the pricing schedule provided by the Vendor. The aggregate amount and annual 10% contingency are being requested in case Professional Services Days are required. Professional Service Days are used to address issues not covered by the Managed Services Activities.

Fiscal Year	Estimated Cost
FY 22/23	\$86,040
FY 23/24	\$86,040
FY 24/25	\$86,040

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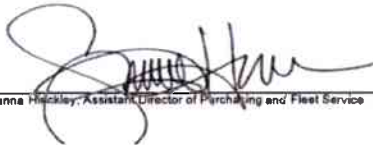
Sub-Total	\$258,120
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Contract History and Price Reasonableness

The Department has used eDOCS DM for just over 20 years. The cost for the continued use of the document management system and imaging software, Software and Maintenance and Support, Managed Services and Image Crawler Software.

ATTACHMENTS:

Attachment A. OpenText Inc. Program Agreement



Suzanna Hickey, Assistant Director of Purchasing and Fleet Service

4/13/2022



Jason Farin, Principal Management Analyst

4/20/2022

eDOCS Managed Services Program

For:

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

**For:
eDOCS Managed Service**

Prepared by: Nigel Smith

Reference: County of Riverside – eDOCS Managed Service 2022-2025.doc

Date of Issue: February 18, 2022

**WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.



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 for thirty (30) days from the date of issue: February 18th, 2022. Prior to execution by both parties, OT reserves the right to make changes in specifications and other information contained in this document.

Introduction

eDOCS Professional Services (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. An OT 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 Managed Services Activities



Managed Services Activities Scope Summary

In Scope

As of the date of this contract what will be managed are the following systems.

WASTE-19DMS01	Opentext eDOCS Document Management (DM) 16.7.2 Server Opentext eDOCS DM 16.7.2 Management Studio
WASTE-19DMS02	Opentext eDOCS DM 16.7.2 Server
WASTE-19DMIS01	(MindServer) Opentext GAIA 18.11.26 Recomind Service Discovery 1.12.10501
WASTE-19DMFS01	N/A (Document Server)
WASTE-19DMIC01	DocsCorp contentCrawler 4.2.0.18 Opentext eDOCS DM 16.7.2 API (x64) Opentext eDOCS DM 16.7.2 Server Opentext eDOCS DM 16.7.2 Info Center Web Browser Opentext eDOCS DM 16.7.2 REST API SERVER
WASTE-19DMAS01	Brava! Enterprise 16.6.0.216
WASTE-16EDSQL01	SQL Server 2016 (DATABASES) DOCS_GENERAL (main edocs db) DOCS_HR (depricated) EDMS (management studio) ImageCrawler (imagecrawler db) OLD_GEN (not used) UPDATE2 (not used)



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

Deliverable / Activity	Frequency	Scope IN or OUT
1. Monitor the eDOCS application a. eDOCS DM Servers b. eDOCS DM Index Servers	Weekly	IN
2. Monitor disk-space usage a. eDOCS DM Document Server b. eDOCS DM Content Cache Server c. eDOCS DM Indexer Server d. eDOCS DM Servers	Weekly	IN
3. Escalation of issues to customer's IT team	Incident-based	IN
4. Resolve application issues resulting from a software bug or malfunction, including managing Support tickets and installation of hotfixes as required	Incident-based	IN
5. Provide email alerts to Customer on any issues	Incident-based	IN
6. Update environment documentation	When environmental changes are applied	IN
7. Prepare a Managed Services Report including: • Known incident information • Checks performed and changes made for audit control • Summary and analysis of disk-space usage, including notification of new storage requirements	Monthly	IN
8. Apply minor eDOCS DM software patch	Maximum of two patch events annually	IN
9. Apply major eDOCS DM software version upgrades to current environment	One over the period of three years	IN

Out of Scope

The following actions are explicitly excluded from the scope of the Managed Services Activities.

1. Configuration changes to OT software
2. System management of Customer's IT infrastructure (i.e., maintenance of OS, DB, Webservers, application servers):
 - a. Hardware setup and configuration
 - b. Operating system administration activities
 - c. Database administration activities (including copying the production database to test environments)
 - d. Test environment infrastructure support (activities like operating system, database, application server and web server installation and configuration management)
3. System backup and recovery (built into cloud platform)
4. Disaster recovery (built into cloud platform)
5. Monitoring, patching and upgrades of any environment outside of the production environment
6. DM Administrator operations. Examples include: (modifications to metadata, adding or editing eDOCS user, clients/matter or Document Types)
7. Required SSL Certs and installation
8. Deployment of Microsoft patches

If required a bank of PS days can be purchased to assist with out-of-scope support activities. (see note in pricing schedule)

Customer Responsibilities

Access

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 hosting the eDOCS DM Library or Libraries
- At least one representative test workstation with Customer's current eDOCS DM client installation

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.

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. (A major release is defined as; a significant upgrade to the Covered Application (replacement with the newer version) that adds additional functionality as well as addresses defects/issues)



Reporting issues

Customer environment issues will continue to be reported directly to Open Text 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.



Customer Resources

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

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 Activities.

Managing Consultant:	In charge of the resource scheduling and financial management of the Project.
eDOCS DM Technical Consultant:	Subject matter expert in all eDOCS DM-related installation and configuration tasks.



Pricing Schedule

OT Managed Services programs are invoiced the last week of each month for the month incurred. Invoices and payments for services rendered shall follow the requirements of the Terms and Conditions outlined within this proposal. Invoice Terms shall be Net 30.

Description	Expiration	Invoice	Units	Monthly Total	Yearly Total
Managed Services for eDOCS DM (Annual Fee)	1 year from signature	Monthly	Monthly	\$7,170	\$86,040
Managed Services for eDOCS DM (Annual Fee)	2 years from signature	Monthly	Monthly	\$7,170	\$86,040
Managed Services for eDOCS DM (Annual Fee)	3 years from signature	Monthly	Monthly	\$7,170	\$86,040
Total Estimated Services Fees					\$258,120

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 (based on an 8-hour day).

Travel Expenses: Customer shall pre-approve all travel expenses and 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 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. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. There are no deliverables beyond what is listed in this Agreement.
11. 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).
12. All deliverables pertain specifically to the current eDOCS 16.7.2 solution.
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 16.3 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 will renew 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.
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

Open Text Inc.

By:  _____

By: _____

Print Name: JEFF HEWITT

Print Name: _____

Title: CHAIR, BOARD OF SUPERVISORS

Title: _____

Date: APR 26 2022

Date: _____

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

FORM APPROVED COUNTY COUNSEL

BY:  _____
LISA SANCHEZ DATE

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 there-from, 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 the fees paid to it by Customer under this Agreement. 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 Delaware.



Contact Information



OT Professional Services:

Nigel Smith

Title: Manager, Professional Services

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Email: smithn@opentext.com

Mike Patton

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Email: mpn@opentext.com

OT Sales:

Rachelle Mackay

Title: Account Executive

Phone: 1 905 762 6445

Email: rmackay@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

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

Invoices to:

Customer Contact Person:

Michael Delgado

Riverside County Department of Waste Resources

14310 Frederick Street

Moreno Valley, CA 92553

Email: midelgado@rivco.org