

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



**ITEM: 15.2**  
**(ID # 27407)**

**MEETING DATE:**  
Tuesday, July 01, 2025


**FROM :** DEPARTMENT OF WASTE RESOURCES

**SUBJECT:** DEPARTMENT OF WASTE RESOURCES: Approve the Statement of Work and OpenText Professional Services Agreement with Open Text Inc. for eDOCS Content Management Operational Services Program without seeking competitive bids for three (3) years with the option to renew for an additional three-year period, through June 30, 2028; All Districts. [Total Cost \$270,240 - Up to \$33,000 in additional annual compensation, Department of Waste Resources Enterprise Funds 100%]

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

1. Approve the Statement of Work for Professional Services with Open Text Inc. for eDOCS Content Management Operational Services Program and OpenText Professional Services Agreement (collectively, "Agreement") without seeking competitive bids for an annual amount of \$90,080 for three years through June 30, 2028, with the option to renew for an additional period not to exceed three years, and authorize the Chair of the Board to sign the Agreement on behalf of the County;
2. 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 (a) sign amendments that exercise the options of the Agreement including modifications to the scope of services that stay within the intent of the Agreement, and (b) sign amendments to the compensation provisions that do not exceed the sum total of \$33,000.00 annually;
3. Authorize the Purchasing Agent, based on the availability of fiscal funding, to issue purchase orders to Open Text Inc. for payment of services performed within the approved compensation amount consistent with the Agreement; and
4. Direct the Clerk of the Board to return three (3) copies of the Agreement to the Department of Waste Resources for distribution.

**ACTION:**Policy

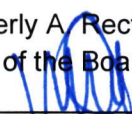
  
Andrew Cortez 6/2/2025

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: July 1, 2025  
xc: Waste

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 90,080	\$ 90,080	\$ 303,240	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Waste Resources Enterprise Funds 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 25/26 – 27/28	

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

**BACKGROUND:**

**Summary**

For over 25 years, the Department of Waste Resources (DWR) has utilized 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 April 26, 2022, the Riverside County Board of Supervisors approved the current agreement between the Department of Waste Resources and Open Text Inc. for the eDOCS Managed Services Program which has now been renamed the eDOCS Content Management Operational Services Program.

To maintain continuity of service and to meet ongoing operational needs of DWR, a new three (3) year Agreement with Open Text Inc. for the eDOCS Content Management Operational Services Program was prepared. DWR recommends approval of the Agreement.

**Prev. Agn. Ref.:     M.O. 12.1 of 6/23/2020  
                              M.O. 12.2 of 4/26/2022**

**Impact on Residents and Businesses**

There are no known negative externalities passed onto local communities

**Additional Fiscal Information**

Estimated costs are based on the Fee Schedule provided by Open Text Inc. The total amount of \$270,240.00 and \$33,000.00 in additional compensation are being requested in case additional fees may be used to augment limitation and constraints built into the Fee Schedule are required. These Additional Fees may be used to assist with fixing various problems that may arise.

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STATE OF CALIFORNIA**

<b>Fiscal Year</b>	<b>Amount</b>
FY 25/26	\$ 90,080.00
FY 26/27	\$ 90,080.00
FY 27/28	\$ 90,080.00
Additional Compensation	\$ 33,000.00
<b>Total</b>	<b>\$ 303,240.00</b>

**Contract History and Price Reasonableness**

The Department has used this document management system for just over 25 years. The cost for the continued use of the document management system has only increased by 4.69% over the course of the last five (5) years.

**ATTACHMENT A – STATEMENT OF WORK FOR PROFESSIONAL SERVICES EDOCS  
CONTENT MANAGEMENT OPERATIONAL SERVICES PROGRAM**

**ATTACHMENT B – OPENTEXT PROFESSIONAL SERVICES AGREEMENT**

**ATTACHMENT C – APPROVED SOLE SOURCE JUSTIFICATION**

*Melissa Curtis*  
Melissa Curtis, Deputy Director of Purchasing and Fleet

6/13/2025

*Crystal Carrillo*  
Crystal Carrillo, Senior Management Analyst

6/26/2025

*Aaron Gettis*  
Aaron Gettis, Chief of Deputy County Counsel

6/24/2025



## OPENTEXT PROFESSIONAL SERVICES AGREEMENT

**IMPORTANT – PLEASE READ CAREFULLY – BY ACCEPTING A QUOTATION OR STATEMENT OF WORK FOR PROFESSIONAL SERVICES FROM OPEN TEXT CORPORATION OR ONE OF ITS AFFILIATES (“OT”) THAT REFERENCES THIS PROFESSIONAL SERVICES AGREEMENT, OR BY RECEIVING THE SERVICES REFERRED TO IN SUCH QUOTATION OR STATEMENT OF WORK, YOU AGREE TO BE LEGALLY BOUND BY ALL THE PROVISIONS OF THIS PROFESSIONAL SERVICES AGREEMENT (“AGREEMENT”).**

WHEREAS, OT provides consulting, installation, implementation, configuration and other services and Customer wishes to obtain such services;

NOW THEREFORE, in consideration of the mutual promises contained herein and of other good and valuable consideration, OT and Customer agree as follows:

### **1. Scope of Services.**

1.1 Professional Services. The terms of this Agreement shall govern the professional services provided by OT to Customer (“Services”) as described in a statement of work or quotation (the “SOW”) acceptable to OT that references this Agreement.

1.2 Order of precedence. In the event of any conflict or inconsistency between this Agreement and an SOW, the terms of the SOW will prevail.

1.3 Change Orders. SOWs may be amended or modified by written supplementary change orders signed by both parties, and thereafter the Services set out in such SOW shall be deemed to include the Services described in such supplementary change order.

1.4 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, provided that the use of any such subcontractors shall not limit or restrict OT’s obligations towards Customer.

1.5 Customer policies. In advance of the relevant engagement, Customer will 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 or non-performance to the extent caused by time needed to review any such policies or inability to comply with the policies.

1.6 Fees; schedules; completion dates. Dates related to performance described in an SOW are intended as an estimate only, and are not binding completion dates. Changes in scope or circumstances beyond OT’s control may necessitate adjustment of previously provided fee and schedule estimates.

1.7 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 a SOW. Customer may acquire licenses for other OT software products only under the terms of a separate software license agreement between the parties.

1.8 Customer cooperation. Customer and OT shall cooperate in good faith to achieve completion 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 delays or inability to complete the Services to the extent caused by Customer’s non-compliance with this Section.

1.9 Affiliate SOWs. For the purposes of this Agreement, “Affiliate(s)” means any entity controlled by, controlling, or under common control with a party to this Agreement. Control shall exist through ownership, directly or indirectly, of a majority of the outstanding equity capital and of the outstanding shares or other securities entitled to vote generally in elections of directors or similar officials. If an entity ceases to meet these criteria, it shall cease to be an Affiliate under this Agreement. The parties agree that an Affiliate of either party may negotiate and sign a SOW which references this Agreement and is governed by this Agreement. Customer’s Affiliates shall be considered the Customer for the purposes of such SOW. In the event that a Customer Affiliate breaches the provisions of such a SOW or breaches the provisions of this Agreement, the Customer shall be liable to OT as if such breach were committed directly by the Customer.

### **2. 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 retain all ownership rights to any work product created in connection with this Agreement, including software, documentation, training or educational materials, inventions, innovations and developments (“Work Product”), except any elements of such Work Product that are

directly derived from Customer's previously existing intellectual property.

2.2 License granted to Customer. With respect to the Work Product or other OT-owned intellectual property provided under a SOW, OT grants Customer a nonexclusive, nontransferable 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 applicable SOW. Such license is subject to Customer's payment of all fees and expenses under the related SOW.

### 3. Limited warranty.

3.1 Limited warranty. OT warrants that the Services provided hereunder will be performed using reasonable skill and care consistent with generally accepted information technology 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 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. Services Fees and Expenses.

4.1 Services Fees, Expenses and Applicable Taxes. For the Services provided by OT, Customer agrees to pay OT: (a) the Services fees set forth in the applicable SOW ("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 Time & materials model. Unless otherwise set forth in the applicable SOW, the Services Fees shall be calculated using a Time & Materials model. For the purposes of this Agreement, "Time & Materials" means that Services Fees will be calculated, invoiced and paid as follows:

4.2.1 Services Fees will be calculated by multiplying the number of hours/days worked by OT in respect of the Services by the applicable hourly/daily rate set forth in the applicable SOW, subject to any additional conditions as described in the SOW (for example, changes in rates for work on weekends or outside of normal business hours),

4.2.2 milestones and acceptance criteria set out in the applicable SOW shall only be used for project management purposes, and shall not affect OT's ability to invoice the Customer for applicable Services Fees and Expenses,

4.2.3 Customer is obligated to pay for completed Services as invoiced, regardless of whether all Services in the SOW have been completed, and

4.2.4 any reference to "total estimated services fees and expenses", "total fee", "maximum fee", "fee quote" or "quoted fee" (or other similar phrases) shall be deemed to be a good faith estimate of the aggregate Services Fees which is provided for planning and budgeting purposes only, and shall not be deemed to be a binding guarantee that all of the Services will be provided for an aggregate Services Fee equal to or less than such estimate.

4.3 Invoicing and payment. Unless otherwise set forth in the applicable SOW, 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 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.

4.4 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, shall have no force and effect.

### 5. Term and termination.

5.1 Term. The term of this Agreement shall commence on the when Customer accepts its terms and will continue until 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 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.

5.3 Effect of termination. Upon the termination of this Agreement, any SOW that is not expressly terminated at the same time in accordance with the terms herein shall continue to be governed by this Agreement as if this Agreement had not been terminated. In addition, upon termination of a SOW, 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 terms of this Agreement.

5.4 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. 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 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; (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. 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 OR ANY SOW EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THE APPLICABLE SOW DURING THE 12 MONTH PERIOD PRECEDING THE DATE SUCH CLAIM ACCRUES, WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

7.3 EXCLUSIONS FROM LIMITATIONS. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE; (B) FRAUD OR DECEIT; OR (C) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY APPLICABLE LAW.

**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.

**9. Miscellaneous.**

9.1 Non-solicitation. Both parties agree that at any point during the term of the related SOW and for 12 months thereafter, each party will not, either directly or indirectly (for example, through a third party recruiter) solicit for employment or similar relationship, any employee or contractor of the other party who has been involved with Services provided under the Agreement. The foregoing shall not apply in the event such individuals respond without the other party's encouragement to general recruitment activities including employment advertisements, job postings, or similar, provided they do not specifically target such individuals.

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

9.3 Waiver, amendment, assignment. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor 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. This Agreement shall only be amended by a written document signed by OT and Customer stating such document is an amendment or an addendum hereto. This Agreement may be assigned by OT to an Affiliate of OT or to a successor-in-interest/title of OT without consent. Neither this Agreement nor any SOW may be assigned by Customer, in whole or in part, whether by operation of law, change of control or in any other manner, without OT's prior written consent.

9.4 Vienna Convention. All provisions of the United Nations Convention On Contracts For The International Sale of Goods are hereby rejected by the parties and excluded from this Agreement in their entirety.

9.5 Governing law. This Agreement shall be governed by the laws of the State of Delaware excluding its conflicts or choice of law rules. Except for injunctive relief required by either party to protect its intellectual property (which may be sought in any relevant jurisdiction), all related litigation shall occur in the courts located in such jurisdiction. 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.

9.6 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, adverse weather conditions, 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.

9.7 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.

9.8 Export Laws. The Services (which for purposes of this Section include related Deliverables) may be subject to export control laws of the United States or other countries. Customer agrees to comply strictly with all applicable export regulations, including, but not limited to (i) the Export Administration Regulations maintained by the U.S. Department of Commerce, and (ii) the trade and economic sanctions maintained by the U.S. Department of Treasury Office of Foreign Assets Control, and will not allow use of the Services in a manner that breaches or facilitates the breach of such regulations. Customer has the responsibility to obtain any licenses required to export, re-export, or import the Services, including deemed exports. The Services shall not be used by anyone: (i) located in U.S. embargoed countries or by any Foreign National of a U.S. embargoed country; (ii) included on the U.S. Treasury Department's list of Specially Designated Nationals; or (iii) the U.S. Department of Commerce's Denied Persons or Entity List. By using the Services, Customer represents and warrants that neither Customer nor any person provided access to the Service by Customer is located in any such country or on any such list.

9.9 Press release. Customer agrees OT may use and disclose Customer's name and the nature of this Agreement and associated SOWs in OT public press releases and marketing materials.

9.10 Entire Agreement. This Agreement, together with each written schedule, SOW, amendment or written addendum to this Agreement signed by OT and Customer, 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.

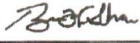
9.11 Third party rights. No term of this Agreement is intended to confer a benefit on, or to be enforceable by, any person or entity who is not a party to this Agreement; provided that either party's Affiliate which enters into a SOW shall be deemed a party to the Agreement for the purposes of that SOW.

9.12 Legal review and interpretation. It is acknowledged that this Agreement was initially prepared by OT. Both parties, however, have had an opportunity for legal review of all terms. The parties agree that, in interpreting any issues which may arise, any rules of construction related to who prepared the Agreement shall be inapplicable, each party having contributed or having had the opportunity to clarify any issue. In addition, the headings used in this Agreement are for convenience only and do not in any way limit or otherwise affect the meaning of any terms of this Agreement.


9.13 Calculation of dates. For the purposes of this Agreement, a day shall mean a calendar day.

9.14 Notices. Communications related to the performance of Services under a SOW should be sent to the contact persons listed in the relevant SOW. Legal notices under this Agreement must be given by a party in writing and shall be deemed effective upon a party's receipt via FedEx or other commercial courier sent to the other party's address specified at the beginning of this Agreement or on the most recent SOW, addressed to General Counsel or Chief Legal Officer.

**OpenText Inc.**

Signature:   
Print Name: Brian Shaw  
Title: Sr. Director, eDiscovery Services  
Date: Jun 24, 2025

**County of Riverside**

Signature:   
Print Name: V. MANUEL PEREZ  
Title: CHAIR, BOARD OF SUPERVISORS  
Date: JUN 30 2025

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**FORM APPROVED COUNTY COUNSEL**

BY:  6/25/2025  
LISA SANCHEZ DATE

**ATTEST:**  
**KIMBERLY A. RECTOR, Clerk**

By   
DEPUTY

Andy Cortez, General Manager-Chief Engineer

Date: Thursday, June 12, 2025

From: Andy Cortez, General Manager-Chief Engineer

To: Purchasing Agent

Via: Derek Price-Nolen, Procurement Contract Specialist, 951-486-3233

Subject: Sole Source Procurement – Request for continued use of OpenText’s eDOCS Content Management Operation Services Program (formally “eDOCS Managed Services Program”).

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source       Sole Source

Supporting Documents: indicate which are included in the request from the list below.

Supplier Quote       Supplier Sole Source Letter       Final draft agreement  
 Final draft Form 11       H-11 approved by RCIT/TSOC       Grant Agreement  
 Other:

1. Requested Supplier Name: Open Text, Inc. Supplier ID: 0000097434
  - a. Describe the goods/service being requested: Continued use of the department’s document management system: eDOCS Content Management Operation Services Program.
  - b. Explain the unique features of the goods/services being requested from this supplier: Proprietary maintenance, licensing, and support of existing software used daily for electronic storage of data, document sharing, and data transfer between servers.
  - c. What are the operational benefits to your department? The eDOCS Document system has been utilized by the department as their source of managing departmental documents and recordkeeping has been in place for over 25 years. OpenText eDOCS Dm is the document management software application that creates a centralized repository and interface to manage, secure, and access documents. It integrates with Microsoft applications in order to easily find and edit

Andy Cortez, General Manager-Chief Engineer

documents using an automatic assigned document number system which is also customizable for individual documents to ensure security for specific projects..

- d. Provide details on any cost benefits/discounts. If the department were to solicit a RFP for a document management system, the cost of the resulting system's implementation, historical data migration and other associated processes will be astronomically higher than continuing to utilize the system offered by OpenText. The three-year renewal period as proposed by the vendor will only increase by 4.59% for a total increase of \$12,096.00 over the duration of the new agreement.

2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

Yes                       No

3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? *(If yes, please provide the reviewed single or sole source tracking number).*

Yes SSJ# 20-129, Item 12.1 6/23/2020, Motion #4, RIVCOPro SSJ Requisition No. 127257018 for CY 20-24; 15-045 for FY 15-19; 14-043 for FY 14; and 12-535 for FY13.

- a. What was the total annual and aggregate amount? As per SSJ# 20-129, the portion for eDOCS system was initially approved for \$130,000 annually and then program was revised 4/26/2022 under agenda item 12.2 (MT# 18593) for a three-year program aggregate of \$258,120.00

4. Identify all costs for this requested in the table below:  
If review is for multiple years, all costs must be identified below:

Description:	Expiration	Invoice / Units	Monthly Total	Yearly Total
Operational Services for eDOCS Document Manager (DM) (Annual Fee)	1 year from signature	Monthly	\$ 7,506.00	\$ 90,080.00
Operational Services for eDOCS Document Manager (DM) (Annual Fee)	2 year from signature	Monthly	\$ 7,506.00	\$ 90,080.00
Operational Services for eDOCS Document Manager (DM) (Annual Fee)	3 year from signature	Monthly	\$ 7,506.00	\$ 90,080.00
<b>Total Estimated Service Fees</b>				<b>\$ 270,240.00</b>
<b>Additional Compensation for Additional Fees</b> (Problem package and Flex Days)				<b>\$33,000.00</b>
<b>Total Estimated Service Fees + Additional Compensation</b>				<b>\$ 303,240.00</b>

Andy Cortez, General Manager-Chief Engineer

5. Period of Performance: Effective upon signature of both parties and will continue in effect for three-years from the date of signature. Tentative Dates are June 24, 2025 to June 24, 2028.

Ratify Start Date (if applicable): N/A

Number of renewal options: Will renew at the end of the term unless the Department elects not to renew within 30 days of the renewal period. The department's F-11 will be requesting to allow them to continue renewing.

Aggregate Term/End Date: Three-years from the date of signature on the agreement. Tentative Dates are June 24, 2025 to June 24, 2028.

6. Projected Board of Supervisor Date (if applicable): June 24, 2025.

**By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.**

Andy Cortez		6/12/2025
<b>Print Name</b>	<b>Department Head Signature</b> (Executive Level Designee)	<b>Date</b>

**PCS Reviewed:**

Derek Price-Nolen		6/12/2025
<b>Print Name</b>	<b>Signature</b>	<b>Date</b>

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to [psolesource@rivco.org](mailto:psolesource@rivco.org), and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

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

**Purchasing Department Review and Comments:** \_\_\_\_\_

Not to exceed:

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

Annual Amounts reflected in completed chart for Question #4

Andy Cortez, General Manager-Chief Engineer

Total Cost \$ 303,240.00

Aggregate Amount \$ \_\_\_\_\_

Melissa Curtis  
Purchasing Agent Signature

06/12/2025  
Date

25-193  
Tracking Number  
(Reference on Purchasing Documents)