

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Strategic Business Technology mc

BOARD AGENDA # *B-6

Urgent Routine

AGENDA DATE August 2, 2011

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award the Contract for Technical Assistance on the Human Resources, Benefits, Time and Labor, and Payroll Functions System (PeopleSoft 9.1) Upgrade to CIBER of Concord, California

STAFF RECOMMENDATIONS:

1. Approve the award of the contract for technical assistance on the Human Resources, Benefits, Time and Labor, and Payroll Functions System (PeopleSoft 9.1) Upgrade to CIBER of Concord, California.
2. Authorize the General Services Agency - Purchasing Division to negotiate and sign a contract for technical assistance as services are provided on the Human Resources, Benefits, Time and Labor, and Payroll Functions System (PeopleSoft 9.1) Upgrade to CIBER in the amount not to exceed \$200,000.

FISCAL IMPACT:

The PeopleSoft 9.1 Upgrade Project costs are estimated to be \$377,449, which includes up to \$200,000 for outside technical assistance with the remaining funds to be used for additional staff time and training, purchases of hardware/software, and extended licenses costs. Funds have been identified from the previous PeopleSoft Human Resource Management System Upgrade Project funds in the amount of \$83,575. Appropriations have been identified in the Fiscal Year 2010-2011 departmental budgets of the Alliance Worknet in the amount of \$38,630 and Strategic Business Technology in the amount of \$255,244 to fund the total project cost of \$377,449. (continued on next page)

BOARD ACTION AS FOLLOWS:

No. 2011-460

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award a Contract for Technical Assistance on the Human Resources, Benefits, Time and Labor, and Payroll Functions System (PeopleSoft 9.1) Upgrade to CIBER in Concord, California

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FISCAL IMPACT (Continued)

All funds were approved to be carried forward into Fiscal Year 2011-2012. No changes to fund appropriations are needed. It is projected County departments will not be charged for the costs of this project.

DISCUSSION:

On March 15, 2011, the Stanislaus County Board of Supervisors authorized the General Services Agency – Purchasing Division to issue a Request for Qualifications for technical assistance with the Human Resources, Benefits, Time and Labor, and Payroll Functions System (PeopleSoft 9.1) Upgrade. The Request for Qualifications was posted on April 15, 2011. The most qualified proposer was CIBER of Concord, California.

Request for Proposal – 2011 Recommendation to Award Contract

In collaboration with the County's General Services Agency, Strategic Business Technology and Auditor Controller's Office, the PeopleSoft 9.1 Upgrade Team developed a Request for Qualifications that identified a list of requirements and successful PeopleSoft Human Resource Management System upgrade criteria to identify the most qualified organization to provide technical assistance as needed.

The Request for Qualifications was issued and proposals were due on May 19, 2011. Five (5) proposals were received and independently reviewed by an evaluation team. The evaluation team consisted of staff from Auditor Controller's Office, Chief Executive Office Human Resources, Chief Executive Office Risk Management, and Strategic Business Technology. Each evaluator scored the proposals and aggregate rankings were submitted to the General Services Agency. In the Request for Qualifications a vendor needed to achieve an aggregate score of 85 to be considered. Only two (2) proposers met those qualifications. CIBER was the top ranking proposer with the experience in providing technical assistance in upgrading to PeopleSoft 9.1 Human Resource Management System. This was also confirmed in various reference checks.

A notice of intent to award was provided to the top ranking proposer, CIBER, on June 22, 2011. A corresponding notice of non-award was sent to the other four (4) proposers on June 22, 2011. There were no protests or appeals received by the June 29, 2011 deadline.

It is Strategic Business Technology's recommendation that the Board of Supervisors approve to award the contract for technical assistance with the PeopleSoft Human Resource Management System upgrade to version 9.1 to CIBER in the amount not to exceed \$200,000. Appropriations designated to pay for the outside technical support has been identified in Fiscal Year 2010-2011 departmental budgets of Strategic Business Technology in the amount \$162,802 and Alliance Worknet in the amount \$37,198; which have been approved to be carried forward into Fiscal Year 2011-2012.

Approval to Award a Contract for Technical Assistance on the Human Resources, Benefits, Time and Labor, and Payroll Functions System (PeopleSoft 9.1) Upgrade to CIBER in Concord, California

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Background

The County utilizes the PeopleSoft Human Resource Management System and is currently on version 8.9. Effective July 1, 2011, Oracle, the system vendor, is no longer supporting version 8.9 without the additional purchase of Extended Software License Support and Maintenance. In order to reduce the need for long term recurring extended support and maintenance and to ensure the maximum application resources are available for use, the County has already begun to upgrade the PeopleSoft Human Resource Management System. It is important that the County upgrade these mission critical applications that are the core of the Human Resource, Benefits, Time and Labor, and Payroll functions. Investing in the upgrade now will eliminate long term recurring costs to remain on an older version.

In the past when PeopleSoft application versions required upgrades, the County paid outside consultants to perform the necessary upgrades. Total project costs due to the high cost of outside consultants were as high as one million dollars. Critical upgrades are generally an extremely long process, taking up to two (2) years to complete. The County is utilizing internal staff and resources, thus reducing the overall project costs to an estimated \$377,449.

PeopleSoft Human Resource Management System Upgrade to Version 9.1

On March 15, 2011, the previous PeopleSoft Upgrade accounting fund (fund 5038) had available cash in the amount of \$89,734 and the Board of Supervisors approved the appropriation of \$83,575 to the current upgrade to version 9.1. These funds will be utilized in order to provide County staff with the necessary tools and training to continue the internal implementation of the PeopleSoft 9.1 Upgrade Project and to cover the staff's additional time to participate in this major project.

To date, County staff has completed the PeopleTools and database upgrades to support the version 9.1. PeopleTools provides the framework for creating, using and modifying the PeopleSoft applications. The upgrade of the PeopleTools from version 8.48 to 8.5 and the Oracle database from version 10.2 to 11g was completed in December 2010. Completion of the upgrades has eliminated additional cost for support for these products.

Strategic Business Technology has purchased the server hardware and operating software necessary to support the application's upgrade and web services for the entire project from current budget appropriations in the amount of \$19,000.

Some of the new features and functionality in the PeopleSoft Human Resource Management System upgrade includes absence management features and functionality that will assist with workforce scheduling and reduce administrative overhead associated with managing absences. This includes the ability to implement the *Family Medical Leave Act* Federal and State eligibility and administer start and end dates for leave and leave donations. Other features include improved user interfaces, partial page refresh,

Approval to Award a Contract for Technical Assistance on the Human Resources, Benefits, Time and Labor, and Payroll Functions System (PeopleSoft 9.1) Upgrade to CIBER in Concord, California

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new menus, lookup prompts and messages, favorites, recently viewed, pagelet drag and drop, sortable grids, rich text editor, and mouse-over pop ups.

The PeopleSoft 9.1 Upgrade Project has been successful thus far, but it was necessary to purchase Extended Software License Support and Maintenance in June 2011 to ensure the continued technical support from Oracle beginning July 1, 2011. It is expected that the PeopleSoft 9.1 Upgrade Project time line will continue into Fiscal Year 2011-2012 and potentially into Fiscal Year 2012-2013. Strategic Business Technology had identified \$73,442 of Fiscal Year 2010-2011 budget appropriations to pay for the major portion of the funds needed for the Extended Software License Support and Maintenance. Alliance Network identified \$1,432 to pay the balance of the funds needed for the Extended Software License Support and Maintenance for the duration of the project.

Although County staff expertise is invaluable to the current and future progress of the PeopleSoft 9.1 Upgrade Project, past experience has shown that some outside assistance is needed on a project of this magnitude. This is the first time that the County is utilizing internal staff to complete a major upgrade to the PeopleSoft Human Resource Management System. It is prudent for the County to plan on the need to utilize outside technical support if an issue arises that staff are unable to resolve working with Oracle support. Timely resolution of project issues shall be a critical success factor. The project team will not utilize outside assistance unless there is an issue that has stopped the progress of the upgrade or if during go-live an instance occurs that would push back the go-live date and County staff are unable to resolve the issues working through Oracle.

POLICY ISSUES:

This action is consistent with the Board's priorities of Effective Partnerships and Efficient Delivery of Public Services by utilizing existing staff and resources to upgrade mission critical applications.

STAFFING IMPACT:

Existing staff from the Auditor-Controller's Office, General Services Agency, and Strategic Business Technology will complete the tasks associated with this recommendation. There are no additional staffing impacts associated with this item.

CONTACT INFORMATION:

Marcia Cunningham, Director of Strategic Business Technology – (209) 525-4357
Lauren Klein, Auditor-Controller – (209) 525-6576

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

2011 OCT -5 A 11:15

This Agreement for Professional Services is made and entered into by and between the County of Stanislaus ("County") and CIBER, Inc., a Delaware corporation authorized to conduct business in the state of California, ("Consultant"), as of October 4, 2011 (the "Agreement").

Introduction

WHEREAS, the County has a need for services to provide technical assistance with regards to the PeopleSoft Human Resource Management System (HRMS) Upgrade to version 9.1 project; and

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, which is attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Consultant and its officers, employees, agents, representatives, subcontractors and consultants from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, arising out of or resulting from the County's reuse of the documents and drawings prepared by the Consultant under this Agreement.

1.3 Services and work provided by the Consultant under this Agreement will be

performed in a timely manner in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

2. Consideration

2.1 The Consultant shall be compensated on either a time and materials basis or a lump sum basis, as provided in Exhibit A attached hereto.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant—not the County—has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. Insurance

6.1 Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

6.1.3 Automobile Liability Insurance. If the Consultant or the Consultant's officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this

Agreement.

6.3 The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

6.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.

6.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

6.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

7.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate

Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

8. Status of Consultant

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

8.6 It is understood and agreed that as an independent contractor and not an

employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national

origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Attn: Purchasing Agent
1010 10th Street, Suite 5400
Modesto, CA 95353

To Consultant: CIBER, Inc.
6363 S. Fiddler's Green Circle, #1400
Greenwood Village, CO 80111
Attn: Legal Department

15. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

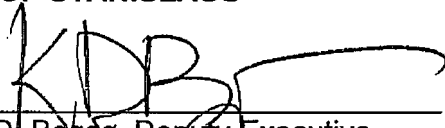
This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

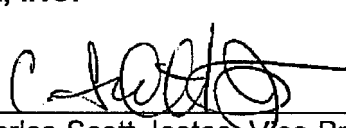
[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

CIBER, INC.

By: 
Keith D. Boggs, Deputy Executive
Officer, General Services Agency
Director, County Purchasing Agent

By: 
Charles Scott Jostes, Vice President –
Oracle Practice

"County"

"Consultant"

APPROVED: BOS Resolution: 2011-460

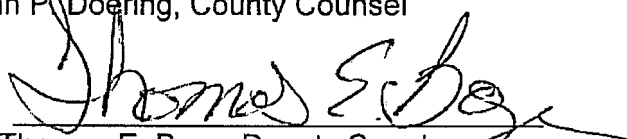
APPROVED AS TO CONTENT:
Dept. of Strategic Business Technology

APPROVED AS TO CONTENT:
Dept. of Auditor-Controller

By: 
Marcia Cunningham, Director

By: 
Lauren Klein, Auditor-Controller

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 
Thomas E. Boze, Deputy County
Counsel

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EXHIBIT A

A. SCOPE OF WORK

1. The Consultant shall provide on-call technical assistance on an as-needed basis throughout the County's PeopleSoft Human Resource Management System (HRMS) Upgrade to version 9.1 project lifecycle. Technical assistance will be provided remotely (off-site) or in person (on-site) as requested by the County in writing via a Work Order assignment from the County's Work Order tracking system.

Prior to beginning a Work Order assignment, the Consultant will provide the County's Project Manager or designee with an estimate of the hours needed to resolve the issue. The County's Project Manager or designee will authorize the hours indicated for support and problem resolution.

2. Upon request for technical assistance, the County agrees to provide detailed reports on the following items listed below. Such reports will be structured in accordance with the hardware and database evaluation document that Consultant provided on the prior upgrade. If the Consultant chooses to review these documents prior to receiving a County Work Order, the Consultant does so with the understanding that the County will not pay for the Consultant to review the information until a Work Order has been sent to the Consultant.
 - a. Base System.
 - 1) Database Server Configuration
 - 2) Software Installation
 - 3) Database Configuration
 - 4) Application/Web Server Configuration
 - 5) Software Installation
 - 6) Application Configuration
 - 7) Web Server Configuration
 - 8) Database Configuration
 - 9) PeopleSoft Application Configuration
 - 10) Batch Server Configuration
 - b. Software Installation.
 - 1) PeopleSoft
 - 2) File Server
 - 3) File Share and Directory Layout
 - 4) Crystal Reports 9 Installation
 - 5) Process Scheduler Configuration
 - c. Additional Database specific items:
 - 1) Rollback Segment Report
 - 2) Extents Report
 - 3) User Report
 - 4) Table Extents Report

- 5) Oracle IO Reports
 - 6) RMAN Configuration
 - d. Current configuration Tuxedo, process scheduler and web servers.
3. Consultant shall ensure that any staff providing services to the County under this agreement has been screened in accordance with Consultant's background screening policy. Consultant has provided County with a copy of such policy and agrees to provide County with any amendments or modifications thereto during the term of this Agreement.
4. The County agrees to provide the Consultant with remote access in the event that technical assistance has been requested and the identified need does not require on-site support.
5. Consultant will make every effort within reason to provide support after business hours, during weekend hours, and on holidays as requested by the County.
6. In the event that on-site technical assistance is required, the County will provide a twenty-four (24) hour advance written notification to the Consultant pursuant to item 1 in Exhibit A above. The Consultant will make every reasonable effort to arrive on-site within twenty-four (24) hours, except for notification given on a Friday. With respect to notification given on a Friday, the Consultant shall make every reasonable effort to arrive on-site by the next business day (Monday).
7. All services provided by Consultant and the manner in which services are to be provided are more particularly set forth in the County's Request for Qualifications #11-16-CB; the Consultant's responding proposal (the "RFQ Response"); Notice to Proposers; Information for Proposers; General Conditions, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFQ"). All of the foregoing documents, as may be applicable, together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in this Agreement, those set forth in the RFQ, and those set forth in Exhibit A, then in such case, the terms and conditions shall control in this order: 1st, Exhibit A, 2nd, this Agreement, and 3rd the RFQ.
8. The Paragraph 1.4 of this Agreement is amended to read as follows:

1.4 Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any

reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement. For a period of sixty (60) days from the date of County's acceptance (the "Warranty Period"), Consultant warrants that it will provide Work Products that conform in all material respects to the specifications set forth in Exhibit A or the applicable statement of work. County must report any non-conformities to Consultant in writing within the Warranty Period to receive warranty remedies. County's exclusive remedy and Consultant's entire liability is to provide Services to correct the nonconformities. If Consultant is unable to correct the nonconformities, County is entitled to recover the fees paid to Consultant for the nonconforming portion of the Services or Work Product.

B. COMPENSATION

1. Consultant shall invoice County upon completion of each Work Order. Each such invoice shall include:
 - a. Work Order number;
 - b. Tasks completed;
 - c. Documents prepared/provided;
 - d. Project communications/discussions either by phone/in-person/email;
 - e. Travel/meals; and
 - f. Any other detail that would verify the work completed.

Such invoices shall be submitted to:

Stanislaus County – SBT
Attn: Terri Sanders
801 - 11th Street, Fourth Floor
Modesto, CA 95354

Upon receipt of each invoice, the County will validate the invoiced hours for services against all Work Order assignments. Any discrepancies shall be verified prior to payment to ensure that authorized work is completed and costs remain within project and budgetary constraints.

2. The Consultant shall be compensated for services under this Agreement as follows:
 - Off-Site Hourly Rate - \$110 per hour
 - On-Site Hourly Rate - \$150 per hour for less than forty (40) hours of work.
 - On-site Hourly Rate - \$180 per hour for forty (40) hours of work or more.

For on-site travel and accommodation details, please see #4.

The above hourly rates include regular business hours, after hours, holiday hours, and weekend hours.

3. The Consultant will bill in 30 minute increments. There is no minimum service hour requirement.
4. For onsite assistance of forty (40) hours or more provided within one week, CIBER will invoice a fully burdened rate of \$180 per hour **inclusive of all travel related expenses** (i.e. airfare, rental car/shuttle/taxi/gas/mileage, hotel, meals, taxes, tip, and any other travel related items or incidentals). For onsite assistance of less than forty (40) hours per week, CIBER will calculate and invoice travel related expenses in accordance with the County Travel Policy, which may be found at <http://www.stancounty.com/bos/agenda/2009/20090804/B06.pdf> . The hourly rate for less than forty (40) hours per week will be \$150 per hour as stated above.
5. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$200,000.00 including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.
6. CONSIDERATION - Paragraph 2.3 of this Agreement is amended to read as follows:

2.3 The Consultant shall provide the County with a bi-weekly or a monthly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein. Acceptance or approval of invoices received by the County for services rendered shall be made within 14 days of receipt of the invoice. In the event that services invoiced need clarification, the County shall send an inquiry to the Consultant in writing within the 14 day review period.

C. TERM

The term of this Agreement shall be from the date of this Agreement, October 4, 2011 through the completion of the County's PeopleSoft Human Resource Management System (HRMS) Upgrade to version 9.1, which shall occur no later than June 30, 2012.

Paragraph 3.3 of this Agreement is amended to read as follows:

3.3 The County or the Consultant may terminate this agreement upon thirty (30) days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs. In event of termination of the contract, Consultant will advise County of the extent to which performance

has been completed and deliver any work in progress. Consultant will be paid for all work performed and expenses incurred through the date of termination. Specifically, County will pay in full for all completed and accepted Services and Work Products.

Paragraph 3.4 of this Agreement is amended to read as follows:

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) acquisition, merger, or sale of Consultant's business.

D. ACCESS TO ON-SITE EQUIPMENT

Consultant will agree to abide by County's IT security standards (<http://www.co.stanislaus.ca.us/BOS/Agenda/2005/20050719/B08.pdf>) when utilizing any remote access method. In situations where physical access to equipment located in County-owned facility is required, access shall be coordinated through County's SBT engineers. A County SBT Staff member must be present while Contractor is on-site. On-site access shall be provided as needed to complete the project.

E. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Paragraph 5 of this Agreement is amended to read as follows:

5. In the event on-site technical assistance is required, the County will provide space for the Consultant to work directly with County staff. For off-site assistance, the Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

F. LIMITATION OF LIABILITY

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOST DATA, LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHER INDIRECT DAMAGES OF ANY KIND FOR ANY REASON WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES RELATED TO PERFORMANCE UNDER THIS AGREEMENT. Each party agrees that the other party's liability hereunder for damages, regardless of the form of action, will not exceed the total amount actually paid for the Services and Work Product under the items giving rise to the damages, except for third party claims for negligence.

G. REPRESENTATIVES

The parties appoint the following individuals to serve as Project Managers hereunder:

For County:

PS 9.1 Upgrade Project Manager
Marcia Cunningham, SBT Director
CNNNGHM@stancounty.com
(209) 342-1717
(209) 602-8036 cellular

Designee

Lauren Klein, Auditor Controller
kleinl@stancounty.com
(209) 525-6576

For Contractor:

Brett J. Miller, Client Partner
brmiller@ciber.com
(925) 671-0595
(714) 514-7598 cellular

KUSH

Clear Form

Print Form

CONTRACT COVER SHEET

NEW CONTRACT INCREASE AMENDMENT # _____ (PO# _____ /Contract # 28571)

PLEASE FORWARD COVER SHEET, WITH CONTRACT AND AMENDMENT (IF APPLICABLE), TO THE PURCHASING DIVISION.

CONTRACTOR: CIBER, Inc.	DEPARTMENT: SBT
6363 S Fiddler's Green Circle, #1400	DIVISION: SBT
Greenwood Village, CO 80111	PREPARED BY: Terri Sanders
	PHONE: 342-1729
NIGP CODE:	DATE: 10-03-2011

VENDOR NUMBER: 6364

BUSINESS ASSOCIATE: Y or N

CONTRACT DESCRIPTION: Technical Assistance as needed for the PeopleSoft HRMS 9.1 Upgrade project.

	-1-	-2-	-3-	-4-	-5-
LINE DESCRIPTION	Consulting Services				
FUND *REQUIRED	5031				
ORG *REQUIRED	0048100				
ACCT *REQUIRED	64720				
GL PROJ					
LOC					
MISC					
AMOUNT *REQUIRED (ENCUMBRANCE AMOUNT FOR CURRENT FISCAL YEAR)	75,000.00				

RECEIVED
OCT 5 2011
GENERAL SERVICES AGENCY

***** IMPORTANT *****

CONTRACT EFFECTIVE DATE: _____ EXPIRATION DATE: 6/30/2012

CERTIFICATE OF INSURANCE: REQUESTED _____ RECEIVED _____ DATE _____

ADOPTED BY THE BOARD: Y or N CURRENT-YEAR or RESOLUTION NO: 2011-460

TO BE PAID WITH FEDERAL FUNDS?: Y or N IF YES, EPLS CHECKED?: Y or N

NOTES: _____

***** THIS SECTION IS FOR PURCHASING DIVISION USE. *****

TYPE S REV # _____ MAX AMT \$ 200,000

AMENDMENT START DATE _____ AMENDMENT STOP DATE _____ SEND CONTRACT TO VENDOR Y or N

APPROVED BY: C. Blair ENTERED BY: [Signature] CONTRACT #: 28571

DATE: 10/4/2011 DATE: 10-4-11 PO #: 103929



STANISLAUS COUNTY

Purchasing Division

1010 TENTH ST, SUITE 5400
 MODESTO, CALIFORNIA 95353
 TEL: (209) 525-6319
 FAX: (209) 525-7787

VENDOR: CIBER INC
 CIBER INC
 5251 DTC PARKWAY #1400
 GREENWOOD VILLAGE, CO 80111

SHIP TO

SBT ADMINISTRATION
 (209) 525-4357
 801 11TH ST #4100
 MODESTO, CA 95354

BILL TO

SBT ADMINISTRATION
 (209) 525-4357
 801 11TH ST #4100
 MODESTO, CA 95354

Purchase Order

PURCHASE ORDER NO. REVISION PAGE

103929 0 1

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER.

DATE OF ORDER BUYER
 04-OCT-11 C Blair

DATE OF REVISION BUYER

CUSTOMER ACCT NO.	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
	6364	30 NET	PREPAID	DESTINATION	COMMON CARRIER
CONFIRM TO/TELEPHONE			REQUESTOR / DELIVER TO		

Line	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
1	CONTRACT # 28511 FY 11/12 TECHNICAL ASSISTANCE AS NEEDED FOR THE PEOPLESFT HRMS 9.1 UPGRADE PROJECT CONTRACT MAX \$ 200,000. EXPIRES 6/30/12 All prices and amounts on this order are expressed in: US dollar FY 11/12 CONSULTING SVCS 5031.48100.64720. o SHIP TO: Address at top of page					75,000.00	N

2011 OCT -5 A 11:15
 GUARD OF SUPERVISORS

Total 75,000.00

By accepting this purchase order you agree to the County's terms and conditions found at: <http://www.stancounty.com/purchasing/>

Melinda Pallotta
 AUTHORIZED SIGNATURE