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



**FROM:** Bob Doyle, Sheriff-Coroner-PA

**SUBMITTAL DATE:**  
08/27/07

**SUBJECT:** Approval of Tiburon, Inc. as a Sole Source Provider of Software Maintenance for the Sheriff's Records Management System (RMS)

**RECOMMENDED MOTION:** Move that the Board of Supervisors:

1. Approve and authorize the Chairperson to execute an FY 2007-08 Agreement for Records Management System (RMS) software maintenance with Tiburon, Inc. in the amount of \$321,253, without securing competitive bids, in accordance with Ordinance 459.4.
2. Authorize the County Purchasing Agent to renew the contract annually in one year increments for seven years (the estimated useful life of the software), provided the annual cost does not increase by more than the annual increase in the Consumer Price Index, as measured each June.

**BACKGROUND:** Tiburon, Inc. has been our contracted vendor for software for the Records Management System (RMS) since the system was implemented on February 22, 1999. It has developed many custom interfaces for RMS to meet the County's needs. The RMS software provides the ability to store information concerning crime reports, field investigations, and warrants. RMS also provides for State reporting and access to California Law Enforcement Telecommunications System (CLETS) services.

BR 08-031 (Continued on Page 2)

*[Signature]*  
 Bob Doyle, Sheriff-Coroner-PA  
 FOR BO. JOHN G. GOLLOQUY

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$321,253	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$125,289	Budget Adjustment:	No
	Annual Net County Cost:	\$20,881	For Fiscal Year:	FY 2007-08

<b>SOURCE OF FUNDS: Departmental Budget and Contract Law Enforcement revenue</b>	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

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

APPROVE  
*[Signature]*  
 BY: Steve P. Schubert

**County Executive Office Signature**

- Policy
- Policy
- Consent
- Consent
- Dep't Recomm.:
- Per Exec. Ofc.:

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Prev. Agn. Ref.: 01/30/07 3.40 | District: All | Agenda Number:

3.58

Departmental Concurrence

Purchasing: Mark Seiler, Assistant Director

## **Approval of Tiburon, Inc. as a Sole Source Provider for RMS Software Maintenance**

**BR 07-054 Page 2**

The RMS software application is proprietary to Tiburon. It is doubtful that any other company could or would even want to attempt to work on another company's proprietary software. Staff is confident that it would not be cost-efficient to contract for maintenance with another company. No further proof of this need be shown than the Department's recent experience in reviewing the market for the RMS upgrade project, required to avoid duplication of system file and identification numbers. On January 30, 2007 (3.40), the Board approved a sole source award of contract to perform the upgrade work to Tiburon, Inc for an estimated \$1.9 million. As result of the Sheriff's review of nine other vendors' demonstrations and documentation, staff determined it would cost the County between 4 and 7 million dollars for any of the nine consulted vendors to develop the customizations that Tiburon already has in place.

### **Price Reasonableness**

The RMS System is eight years old. The software has exceeded its useful lifespan, and as stated above, Tiburon is currently working on a \$1.9 million project to upgrade the application. Therefore, it is understandable that annual maintenance costs would be relatively high for an older system. However, the firm's FY maintenance fee is still below the industry norm of 17% of the software cost.

Tiburon expects to complete the RMS upgrade project in September 2008. At that time, a one-year warranty for the system will take effect. However, the Sheriff will be charged for maintenance for approximately two months in FY 2008-09 prior to the upgrade project completion. After the warranty period expires, Tiburon has estimated the annual software maintenance cost to total \$160,000.

The County will be able to recoup approximately 61% of any RMS operating cost, including maintenance, through the Sheriff's charges to outside governmental agencies and contract cities for their use of the system.

Date: 08/27/07  
From: \_\_\_\_\_ Department/Agency: Sheriff  
To: Board of Supervisors  
Via: Purchasing Agent  
Subject: Sole Source Procurement; Request for

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

Supply/Service being requested: **Provide software maintenance for the Records Management System (RMS).**

Supplier being requested: Tiburon, Inc.

Alternative suppliers that can or might be able to provide supply/service: **None. RMS software is proprietary to Tiburon.**

Extent of market search conducted: **None. Tiburon has recently started a \$1.9 million upgrade, and it would not be sensible to search out another vendor to provide maintenance.**

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide: **Tiburon is the software provider for the RMS application, and has customized the package to meet the special needs of a large County. These include a customized warrant application and customized searches for names and locations. The firm has developed interfaces with the State (AFIS) fingerprint system, our Jail system, our CAD system, and with the Courts so that we can receive warrants and warrant recalls electronically. This is all proprietary software that another company could not maintain.**

Reasons why my department requires these unique features and what benefit will accrue to the county: **The Sheriff's Department, as the law enforcement agency for the County, requires features that are not available in other public safety vendor's baseline packages. RMS is a mission critical software application that cannot be down for repairs for any extended length of time. So it is essential that Tiburon, the software developer, also maintains it.**

Price Reasonableness: **The RMS software application has exceeded its useful life span of seven years, and it requires relatively more attention than a newer system would. Even so, Tiburon's maintenance fee of \$321,253, is 17% of the \$1.9 million software upgrade project cost. This is within the computer industry's norm for software maintenance contracts.**

In addition, discontinuing Tiburon's maintenance of the RMS software would be more expensive for the Sheriff, since any new firm would have to familiarize itself with Tiburon's proprietary software.

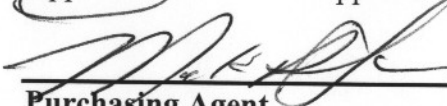
Finally, Tiburon has confirmed with the Sheriff's Technical Services Bureau that after the upgrade is complete, annual maintenance charges will be reduced to approximately \$160,000.

Does moving forward on this product or service further obligate the county to future similar contractual arrangements? **At this time, because Tiburon is developing the RMS upgrade, it is essential that the firm continue with the maintenance.**

  
\_\_\_\_\_  
Department Head Signature 9/10/07  
Date

Purchasing Department Comments:

Approve       Approve with Condition/s       Disapprove

  
\_\_\_\_\_  
Purchasing Agent 9/10/07  
Date



**EXHIBIT B**  
**TO THE AGREEMENT FOR EXTENDED SERVICE**  
**SCHEDULE OF SERVICES AND CHARGES**

Support and Maintenance provided to the CLIENT listed in Exhibit A shall be pursuant to the terms and conditions of the Agreement for Extended Service dated April 28, 2000 (the "Agreement").

Upon CLIENT's payment of the amount set forth on Exhibit A to the Agreement, this Exhibit B shall be attached to, and become part of the Agreement. Any changes to the services options selected in this Exhibit B shall be reflected in a new Exhibit B which, upon payment of any additional amounts due, shall be attached to, and become part of, the Agreement.

**BASIC SERVICES**

Tiburon will provide basic services as defined in the Statement of Work contained in Section 2 of the Extended Service Agreement for the software systems as defined in Exhibit A.

Support for Computer Aided Dispatch, Message Switch and Corrections Management Systems is 24 hours per day, 7 days per week. Support for other products is from 8:00 a.m. to 5:30 p.m. Pacific Time, excluding weekends and normal Tiburon holidays, unless the "24/7" Service Option is selected. In all cases, call-out charges will apply as described below.

The following is paraphrased from the recently adopted Bylaws.

Voting membership in the Tiburon User Group, as set forth herein, is included in the Basic Service. The quantity of voting members is based on the number of Tiburon products installed, with the appropriate software licenses, at the CLIENT. For purposes of establishing voting memberships, a product is defined as SS/2000 - Computer Aided Dispatch, Police Records Management, Fire Records Management, Correction Management System, and Mobile Data System. The Tiburon User Group Conference is held annually at a location to be determined.

**"24/7" SERVICE OPTION**

\$7,000 per year/per system

\_\_\_\_\_  
(initial)

Products not normally covered by 24-hour support may optionally be supported with 24-hour coverage (including Tiburon holidays). Applicable call-out charges continue to apply. If this option is not in force, technical support requests outside of covered hours are charged at technical service rates as defined below.

**NEW PRODUCTS**

Additional Tiburon software systems, subsystems and Tiburon provided third-party products, such as hardware, and networking software may be acquired under this Agreement. Tiburon installation, special tailoring, license fees and third-party peripherals required shall be charged at the then current Technical Services Rate or as quoted by Tiburon or the third party.

## TECHNICAL SERVICE RATES

### 1. Technical Service Rates

Technical Services Rates shall be invoiced to CLIENT as incurred at the rates then in effect.

A minimum of four (4) hours per occurrence will be charged for work conducted at Tiburon facilities and a minimum of eight (8) hours at CLIENT site for Technical Services not covered under Basic Services or "24/7" Service Option as described previously.

### 2. Materials, Travel and Per Diem Expenses

When applicable, all special materials, plus travel and per diem expenses shall be charged to CLIENT at cost.

### 3. Call-Out Charges

Systems not covered under 24/7 support, call-outs will be billed at \$250 per call. After the first hour, the rate is \$250 per hour with a two-hour minimum.

If CLIENT's systems are covered under the 24/7 support, the off-hour call-out fee is \$50.

### 4. Remote Access

All charges in this Agreement are predicated on CLIENT providing the required hardware, software, and operating environment for dial-in service. If CLIENT does not provide this support for dial-in service, the following additional charge will apply:

\$500 per month per system supported

In addition, travel and per diem expenses for on-site support required due to lack of remote access will be charged as defined in Exhibit B, page 2, item 2.