

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

935



FROM: Riverside County Information Technology

SUBMITTAL DATE:
August 28, 2012

SUBJECT: Approval of Selectron as Sole Source Provider for Software Licensing and Maintenance of InspecTrack and Route Mapping System

RECOMMENDED MOTION: That the Board of Supervisors:

1. Receive and file notice of the annual software licensing and maintenance without securing competitive bids, in the annual amount of \$27,365, which contains an option to renew the annual software renewals for four (4) additional one-year periods thereafter, in accordance with Ordinance 459.4;
2. Authorize the Purchasing Agent, to exercise the renewal options for the software licensing and maintenance, based on the availability of fiscal funding, and sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates; and
3. Direct the Clerk of the Board to return two (2) original signed agreements to RCIT.

BACKGROUND: Riverside County Information Technology (RCIT) on behalf of Transportation of Land Management Agency (TLMA) seeks to renew an annual software license and maintenance agreement with Selectron as the sole source provider.

Kevin K Crawford
Kevin K Crawford
Chief Information Officer 23 Aug 12

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 27,365	In Current Year Budget:	yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	no
	Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13

SOURCE OF FUNDS: Reimbursement from TLMA	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: *Serena Chow*
Serena Chow

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE: 8/28/12
Purchasing Departmental Concurrence

Department Recommendation.: Consent Policy
Per Executive Office: Consent Policy

Prev. Agn. Ref.: | **District:** All | **Agenda Number:** 3.37

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BOARD OF SUPERVISORS

FORM 11: Approval of Selectron as Sole Source Provider for Software Licensing and Maintenance of InspecTrack and Route Mapping System

PAGE 2

BACKGROUND

TLMA has utilized the InspecTrack/Route Mapping System since 2003. This software provides TLMA, Building and Safety an inspection tool that integrates with the County's Land Management System (LMS), PeopleSoft system, and GIS system. This is a critical business tool for Building and Safety.

InspecTrack/Route Mapping is a product from Selectron Technologies, Inc. and requires an annual maintenance and support contract. Authorized software licensing and maintenance is only provided by Selectron, requiring sole source procurement.

PRICE REASONABLENESS

InspecTrack and Route Mapping licenses and maintenance are proprietary and can only be obtained directly through Selectron. Selectron will not increase costs of software licensing, maintenance, products and renewals for the duration of the renewal options. The vendor is extending all local governments the deepest discounts available and provides TLMA added services such as additional customizations, and consulting services.

This software is sold and supported by Selectron, their price for maintenance is reasonable based on the value the County gains from this product.

InspecTrack Maintenance renewal:	\$25,865.00
ESRI Mapping Credits	<u>\$ 1,500.00</u>
Selectron Total	\$27,365.00



Kevin K Crawford, Chief Information Officer

Memorandum

To: Board of Supervisors or Purchasing Agent
Via: Rebecca Gibson, Procurement Contract Specialist
From: Kevin K Crawford, Chief Information Officer

Date: August 21, 2012

Subject: Sole Source Procurement for annual software contract renewal; InspecTrack and Route Mapping System

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.

- 1. Supply/Service being requested:**
Software support renewal for maintenance of our InspecTrack and Route Mapping System.
- 2. Supplier being requested:**
Selectron Technologies, Inc.
- 3. Alternative suppliers that can or might be able to provide supply/service:**
This is proprietary to the manufacturer Selectron Technologies.
- 4. Extent of market search conducted:**
The software support and maintenance can only be obtain through Selectron Technologies, Inc.
- 5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:**
TLMA has used InspecTrack and Route Mapping System since 2003 and it provides the needed functionality for Building and Safety with inspection tools and integrates with the County's Land Management System (LMS), PeopleSoft, and GIS systems.
- 6. Reasons why my department requires these unique features and what benefit will accrue to the county:**
Annual software support and maintenance renewals are needed for this critical business tool for upgrades and troubleshooting support.

PAGE 2
SOLE SOURCE PROCUREMENT

7. Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:

This software is sold and supported by Selectron, their price for maintenance is reasonable based on the value the County gains from this product.

InspectTrack Maintenance renewal: \$25,865.00
ESRI Mapping Credits \$ 1,500.00
Selectron Total \$27,365.00

8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain)?

The County of Riverside TLMA will need to continue to pay the annual software support and maintenance for InspectTrack and Route Mapping System.

9. Period of Performance:

Renewal period is 6/30/2012 to 6/30/2013 which contains the renewal options for the software for four (4) additional one-year periods thereafter in one year periods, renewable and payable annually to 6/30/2017.



Kevin K Crawford, Chief Information Officer

23 Aug 12

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 27,365 One time Annual Amount through 6-30-2017



Mark Seiler, Asst. Purchasing Director

8-27-12

Date

13-124

Approval Number

Selectron Technologies, Inc.

Support and Maintenance Agreement

This Support and Maintenance Agreement (this "Agreement") is entered into as of the Acceptance Date between Selectron Technologies, Inc. ("Company") and Riverside County, California ("Customer").

For the fees specified below, Company will provide to Customer support and maintenance for the Products, as outlined below and as set forth in Exhibit A, for the term of the Agreement.

1. Term:

a) The Term of this Agreement shall commence upon the issuance of the Third Invoice (as that term is defined in the Professional Services Agreement, Ex. A) of the Company product(s) to which this Agreement relates (the "Products"), and shall end on the last day of the twelfth month following the month of the Acceptance Date. A list of the Products is attached as Exhibit A.

b) If this Agreement is entered into after the Acceptance Date, the Customer will be charged for the entire Term commencing on the Acceptance Date.

2. Renewal:

a) The Term of this Agreement will automatically renew for successive terms of one year each unless either party gives written notice of non-renewal prior to thirty (30) days before the end of the then-current term.

b) The Customer shall maintain continuous coverage of its support contracts in order to be eligible for telephone support, and other services provided hereunder. If this Agreement is not renewed and the Customer later decides to reinstate support services, the Customer must pay all fees that would otherwise have been paid had this Agreement been renewed without interruption.

c) The Customer may request concurrent expiration dates for support agreements purchased at different times of the year. The Customer must work directly with Company to adjust (prorate) their support coverage so the terms of all such agreements expire concurrently.

3. Termination: This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Upon termination by Company without cause or by Customer for material breach, Company will refund any fees paid for months subsequent to termination.

4. Fees: The Customer shall prepay Company an annual fee for the support services as set forth in Exhibit A.

5. Support Services: Company shall provide customer support for technical problems that occur when using the Products. This Agreement does not include support of the following items:

- a) Altered or modified Software not performed by Company.
- b) Errors caused the Customer's negligence, or other causes beyond Company's reasonable control.
- c) Version Upgrades of Third Party Software not provided by Company.
- d) Enhancements or modifications to current versions performed at the Customer's request and not intended to resolve a product failure.

Company Software Developers will directly handle the Customer issues outlined in the following levels of support.

6. Support and Maintenance:

Standard Support

The fee for Standard Support includes:

- a. Telephone Support for installation and general use questions during normal business hours (8:30 a.m. to 5:30 p.m. CST, Monday through Friday).
- b. On-Line technical diagnostic support
- c. Software correction upgrades
- d. Use of Company's Toll Free Number
- e. 1 business day relief goal

Premier Support (IVR/IWR only)

The fee for Premier Support includes:

- a. Telephone Support for installation and general use questions during normal business hours (7:00 a.m. to 5:00 p.m. PST, Monday through Friday).
- b. Use of Company's Toll Free Number
- c. On-Line technical diagnostic support
- d. Software correction upgrades
- e. 1 business day relief goal
- f. 24 Hours, 7 days per week, 365 days per year support for emergency (system down or inoperable) calls

Non-emergency calls made after normal business hours will be billed at an hourly rate of 1.5 times the

current day labor rate, with a two hour minimum charge.

7. Hardware Maintenance. Company, at its sole discretion, may use new or refurbished parts for the repair or replacement of any Company provided Hardware.

8. Customer Warranty: Customer shall perform all necessary preventative maintenance as outlined in Company's Administrative Guide. If Customer's failure to perform the required preventative maintenance is determined, in Company's reasonable discretion, to be the cause of any support call, Customer will be billed at the current hourly rate.

9. Response Times: Non-emergency support calls will be responded to within one business day, however most calls are handled within two hours of receipt. For Premier Support during non-business hours, an answering service takes all support calls. Calls that are placed as an emergency (system down or inoperable) will be dispatched to the on-call support staff for response within four hours. Non-emergency calls will be directed to support personnel, and will be responded to the next business day.

10. Customer Contacts: Three customer support contacts are allowed. Additional contacts may be added at any time for an additional \$500.00 per contact. Only Customer's customer support contacts may contact Company for support services.

Customer's customer support contacts are as set forth on Exhibit A. Customer may change its customer support contacts upon 30 days written notice to Company.

11. Warranty Disclaimer: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED TO CUSTOMER "AS IS" AND COMPANY AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. This limitation on liability is made regardless of whether Company knows or had a reason to know of Customer's particular needs. No employee, agent, dealer or distributor of Company is authorized to modify this limited warranty, or make any additional warranties.

12. Limitation of Liability: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING

FROM OR RELATING TO THIS AGREEMENT. COMPANY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES PROVIDED HEREUNDER, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO COMPANY HEREUNDER. CUSTOMER ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT COMPANY WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

13. Limited Remedy: If Company materially fails to perform its obligations under this Agreement, and such failure results in downtime of the relevant hardware and software that exceeds 48 hours, Customer's sole remedy, and Company's entire liability, shall be a pro rata refund for the services ("Downtime Credit"). In order to receive a Downtime Credit, the Customer must notify Company in writing within 7 days from the time of Downtime. In no event shall any Downtime Credit or the total cumulative damages for a breach of this Agreement by Company be more than the amounts previously paid by Customer under this Agreement in the 12 month period immediately preceding the Downtime Credit or breach.

14. Severability: If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Customer agrees that Sections 12 and 13 will remain in effect notwithstanding the unenforceability of any provision in Section 11.

15. Force Majeure: Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

16. Independent Contractors: The relationship between Customer and Company is that of an independent contractor, and neither party is an agent or partner of the other. Customer or Company will not have, and will not represent to any third party that it has, any authority to act on behalf of either party.

17. Applicable Law: This Agreement will be governed by the laws of the State of California. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this

Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in the federal or state court located in Riverside County, California and each party irrevocably submits to the jurisdiction and venue of any such courts in any such action or proceeding.

18. Survival. Sections 11, 12, 13, 14, 16, 17, 18, and 19 will survive expiration or termination of this Agreement

19. Entire Agreement: This Agreement and the attached Exhibits A and B, which are incorporated herein by reference, constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. The terms on any purchase order or similar document submitted by Customer to Company will have no effect.

Selectron Technologies, Inc.

Customer

By: Todd A. Johnston

By: _____

Signed: _____

Signed: _____

Title: President

Title: _____

Date: _____

Date: _____

Address: 7405 SW Tech Center Drive, Suite 140
Portland, OR 97223

Address: _____

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis 8/23/12
NEAL R. KIPNIS DATE

EXHIBIT A
Updated August 22, 2012

Support Level: PremierPro

Extended Maintenance Estimate:

Item	Dates covered	Amount	Payment Due Date
InspecTrack Mapping Credits	July 1, 2011 to June 30, 2012	\$24,630.00 \$1,500.00	Paid
InspecTrack Mapping Credits	July 1, 2012 to June 30, 2013	\$25,865.00 \$1,500.00	June 15, 2012
InspecTrack Mapping Credits	July 1, 2013 to June 30, 2014	\$27,155.00 \$1,500.00	June 15, 2013
InspecTrack Mapping Credits	July 1, 2014 to June 30, 2015	\$28,510.00 \$1,500.00	June 15, 2014
InspecTrack Mapping Credits	July 1, 2015 to June 30, 2016	\$29,935.00 \$1,500.00	June 15, 2015
InspecTrack Mapping Credits	July 1, 2016 to June 30, 2017	\$31,435.00 \$1,500.00	June 15, 2016

- Maintenance amounts for future periods are estimates, and do not include increases to reflect additional functionality purchased.
- Maintenance estimates for future periods are not a guarantee that annual support agreements will be offered. You will receive a minimum of 12 months notice of discontinuance of annual support agreements.

Products and Licenses

InspecTrack™ Mobile Inspection Base System

InspecTrack 4.0 Host Software
 Integrated with one (1) host system
InspecTrack Host Computer (Summary)
 Intel Pentium 4, 2GHz, 768 MB RAM
 40 GB hard drive, RAID I
 CD ROM, 56K Modem, Network Card
 Microsoft Windows 2000
 Remote Access Software – Required for support

InspecTrack Application for Building and Planning Department

Department-specific Application Software
 Includes Five (5) Individual Client Software Licenses*

55 Individual Client Software Licenses*

Optional Functionality

Digital Photographs

60 Licenses*

Digital Sketches

Supervisor Assignment Module

Refer to Custom Modules Statement of Work dated 1/7/03

ATC20 Form/Rapid Assessment Module

Refer to Custom Modules Statement of Work dated 1/7/03

General Customization Budget Estimate**

For Miscellaneous Custom Modules on Statement of Work dated 1/7/03

*Riverside County purchased 60 licenses, but as of the date of this document, 35 licenses are active and covered under support and maintenance.

Customer Support Contacts

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Email _____ Telephone: _____

Contact: _____ Email _____ Telephone: _____

Contact: _____ Email _____ Telephone: _____

Group Email for all three contacts: _____