

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

136



FROM: Department of Public Social Services

SUBMITTAL DATE:
June 7, 2011

SUBJECT: Request for the Sole Source Purchase of Child Welfare Services Case Management System (CWS/CMS) database download support without seeking competitive bids

RECOMMENDED MOTION:

1. Approve and authorize the Chairman of the Board to sign the attached agreement with IBM Global Services to provide Child Welfare Services Case Management System (CWS/CMS) database download support for a total of \$284,880.00 without seeking competitive bids for the period of July 1, 2011 through June 30, 2016.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed 10% annually.
3. Authorize the Director of DPSS to administer the terms of the Agreement.

(CONTINUED - 2 PAGES IN TOTAL)

Susan Loew

Susan Loew, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 53,238.00	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 1,358.00	Budget Adjustment:	No
	Annual Net County Cost:	\$ 1,554.00	For Fiscal Year:	11-12

SOURCE OF FUNDS:		Positions To Be Deleted Per A-30	<input type="checkbox"/>
Federal Funding: 47.59% State Funding: 33.32%; County Funding: 2.55%; Realignment Funding: 16.41% Other Funding: 0.13%		Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *Michael R. Shetler for Debbie Cournoyer*
Michael R. Shetler

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: June 28, 2011
 xc: DPSS, Purchasing

Kecia Harper-Ihem
 Clerk of the Board
 By: *April Ellen*
 Deputy

Prev. Agn. Ref.: 10/06/2009 #3.23 | **District:** All | **Agenda Number:**

3.91

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Purchasing: *Mark Selley* Assistant Purchasing Department
 FORM APPROVED BY COUNTY COUNSEL: *NEAL R. KIPNIS* DATE: *6/7/11*
 BY: *NEAL R. KIPNIS* Departmental Concurrence
 County Counsel
 Policy Policy
 Consent Consent
 Dept's Recomm.:
 Per Exec. Ofc.:

TO: BOARD OF SUPERVISORS

DATE: June 7, 2011

SUBJECT: Request for the Sole Source Purchase of Child Welfare Services Case Management System (CWS/CMS) database download support without seeking competitive bids

BACKGROUND (Continued):

CWS/CMS is a statewide tool that supports an effective Child Welfare System of services. The CWS/CMS improves the lives of children and families by giving social service workers information to improve case work services and freeing them from repetitive tasks; provides policy makers with information to design and manage services; and fulfill State and Federal legislative intent.

CWS/CMS is a result of Chapter 1294, Statutes of 1989, Senate Bill 370. SB 370 mandated the development of a statewide computer system to automate the functions of county child welfare offices. DPSS is required to participate in CWS/CMS.

DPSS uses data extracted from CWS/CMS for detailed reporting and analysis of Children Services caseloads. To accomplish this, IBM provides weekly data downloads to DPSS from CWS/CMS

The California Health and Human Services Agency selected IBM Global Services through RFP DSS-0003 to provide professional services related to the Child Welfare Services Case Management System (CWS/CMS). The State of California subsequently awarded Contract Number 31091 to IBM running through July 31, 2013. The State subsequently extended the contract through July 31, 2016.

On October 6, 2009 (agenda item #3.23) the Board approved DPSS' agreement with IBM for the period of July 1, 2009 through June 30, 2010 with three one year renewal options.

This agreement makes DPSS' agreement with IBM run concurrently with the State Contract.

IBM is the sole provider of these services for the State of California and the only source from which DPSS can obtain this data.

PRICE REASONABLENESS:

The pricing offered DPSS by IBM is the same as the rates included in IBM's State of California contract.

ATTACHMENT:

State of Work 1102 for the County of Riverside
Sole Source Justification

CONCUR/EXECUTE – County Counsel / County Purchasing

SL:bt

Date: April 25, 2011
From: Susan Loew, Director of the Department of Public Social Services
To: Board of Supervisors
Via: Purchasing Agent
Subject: Request for a Sole Source Procurement

The below information is provided in support of the Department of Public Social Services 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 a sole source.

Supply/Service being requested: Weekly data downloads from the Child Welfare Services/Case Management System (CWS/CMS) and support

Supplier being requested:
IBM Global Services

Alternative suppliers that can or might be able to provide supply/service:
None

Extent of market search conducted:
This is a State awarded contract

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

The California Health And Human Services Agency selected IBM Global Services through RFP DSS-0003 to provide professional services related to the Child Welfare Services Case Management System (CWS/CMS). The State of California subsequently award Contract Number 31091 to IBM. IBM is the only vendor capable of providing the CWS/CMS downloads.

Reasons why my department requires these unique features and what benefit will accrue to the county:

Data extracted from CWS/CMS allows DPSS to better analyze Children's Services caseloads, helping DPSS better serve its customers and utilize its resources.

Price Reasonableness:

The pricing offered DPSS by IBM is consistent with the terms of IBM's State contract.

Does moving forward on this product or service further obligate the county to future similar contractual arrangements?

No

Period of Performance:

July 1, 2011 through June 30, 2016. This coincides with the terms of IBM's contract with the State of California.

Susan Loew

Department Head Signature

5/10/11

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

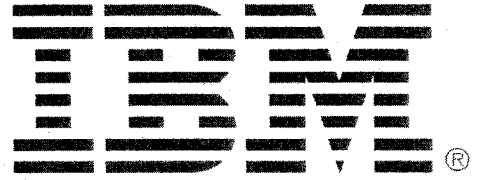
Disapprove

[Signature]

Purchasing Agent

6-9-11

Date



**State of California
Child Welfare Services/Case Management System**

**Statement of Work # SOW 1102 for the
County of Riverside**

CWS/CMS – DB2 Data Downloads

**April 19, 2011
Version 1.0**

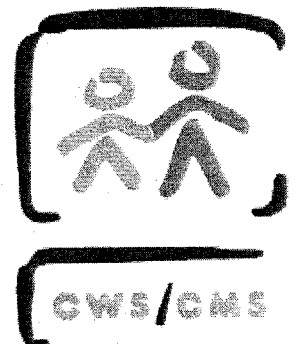




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1. Introduction

This Statement of Work (SOW) is issued under the Terms and Conditions of the CWS/CMS Contract between the State of California and IBM, Contract Number 31091. The pricing contained herein utilizes the labor rates contained in Rider I, "Pricing for Purchases by State and Counties of Additional Goods and Services," as updated by Amendment No. 27 on December 21, 2010.

2. Purpose and Scope

The County of Riverside has requested IBM to provide on-going support for weekly ASCII formatted file downloads of its CWS/CMS data.

The work associated with this Statement of Work is estimated to begin in July 1, 2011. IBM will provide Services under this Statement of Work through June 30, 2016, though pricing for the Services to be provided from July, 2012 through June 30, 2016 has not been included in 'Section 6. Invoicing and Payment Provisions', below.

Support and development will be provided at IBM location(s). This Statement of Work does not anticipate any travel to be required for meetings with any County of Riverside personnel.

3. Roles and Responsibilities

3.1. IBM

IBM resources will perform the tasks associated with this Statement of Work, and will possess the necessary industry and technical skills required.

IBM resources will require up to 276 labor hours per fiscal year, as described in Section 5.2, to complete all the tasks involved in this Statement of Work.

3.1.1. Roles & Responsibilities

IBM will:

- Assign a Project Manager to manage all activities outlined in this Statement of Work.
- Provide a weekly extract of the County of Riverside data from the CWS/CMS database on an IBM server and provide technical support for issues related to the extract.
- Provide at least 30 calendar days advance notice of database changes.
- Provide DB2 Data Definition Language (DDL) changes due to any required changes to the current CWS/CMS database structures for new releases of the CWS/CMS application.
- Provide test data records for all changed tables at least 30 calendar days prior to a new database release in order to facilitate a complete test of refresh data. This will include providing technical support for weekend testing as required.



- Provide updated entity-relationship (ER) diagrams and the new updated version of xTools at least 30 calendar days prior to the database change.

3.2. County of Riverside

3.2.1. Roles and Responsibilities

The County of Riverside will:

- Provide a Project Manager to work with the IBM Project Manager.
- Provide a signed Purchase Order approving this Statement of Work.
- Respond to any IBM requests for information in a timely manner.
- Own all data and DDL generated as part of this Statement of Work, and be responsible for on-going support of this data and DDL beyond this Statement of Work.
- Provide all hardware and software required to develop, implement and maintain the data on its server.
- Provide connectivity to the IBM server where the weekly extract is stored.
- Provide scripts for extracting, decrypting and decompressing the data from the IBM server where the weekly extract is stored.
- Begin the process of retrieving the weekly extract from the IBM server containing the data at a pre-determined time agreed upon by IBM and the County of Riverside Project Managers.

4. Security

The County of Riverside is responsible for establishing the procedures to provide physical site security for the hardware and software systems and their elements. This security includes, as appropriate, protection from losses occasioned by natural threats, forced entry, acts of violence and internal sabotage. It is the County of Riverside's responsibility to establish and implement any procedures necessary to safeguard the integrity and security of software and data used in this project from access by unauthorized persons. The actual content of any data file, the selection and implementation of controls on its access and use, and the security of the data are the responsibility of the County of Riverside.

5. Completion Criteria

This Statement of Work will be considered complete when the final weekly download for the month of June 2016 has been delivered to the County.

5.1. Period of Performance

This Statement of Work is estimated to begin on July 1, 2011 and to be completed by June 30, 2016.



6. Invoicing and Payment Provisions

The total price for the delivery of Services under this Statement of Work will not exceed \$53,238.00 for the first fiscal year (July 1, 2011 through June 30, 2012). This Not-to-Exceed price assumes that database changes associated with two releases of CWS/CMS will be required over the course of the first fiscal year.

For subsequent fiscal years, the following revised rates will apply, in accordance with the rates for professional services listed for each year in the "Rider I, Pricing for Purchases by State and Counties of Additional Goods and Services" section of IBM's Contract # 31091 with the State:

Professional Service Categories	FY12/13	FY13/14	FY14/15	FY15/16
Application Developer	201	208	216	223
Consultant	239	247	256	265
Data Entry	69	71	74	76

The County will be billed for the Data Download Services in 12 equal monthly payments in each fiscal year. Payment terms will be net thirty (30) days.

6.1. Price Summary

The schedule below summarizes the billing details for the first fiscal year with respect to the Services being provided to the County:

- Data Download Services: \$30,141.00/per year
- Database Change Services: \$11,548.50/per release

The County will be billed for the 'Data Download Service' charges in 12 equal monthly payments of \$2,511.75. Payments will be invoiced at the end of each month during this period.

The County will be billed for the 'Database Change Service' charges (if required) upon delivery of the DDLs reflecting the structural changes to the database due to a new release of CWS/CMS.



The price summary for the first fiscal year **Data Download Services** is as follows:

Professional Services Categories	Rider I Price/Unit	Quantity	Total
Application Developer			
Development & Technical Support	\$195/Hour	128 Hours	\$24,960.00
Consultant			
Project Management	\$231/Hour	19 Hours	\$4,389.00
Data Entry			
Administrative Support	\$66/Hour	12 Hours	\$792.00
Total Data Download Services		159 Hours	\$30,141.00
Monthly Charge for Data Download Services			\$2,511.75

The price summary for the first fiscal year **Database Change Services** is as follows:

Professional Services Categories	Rider I Price/Unit	Quantity	Total
Application Developer			
Development & Technical Support	\$195/Hour	50	\$9,750.00
Consultant			
Project Management	\$231/Hour	7.5 Hours	\$1,732.50
Data Entry			
Administrative Support	\$66/Hour	1 Hours	\$66.00
Total Database Change Services		58.5 Hours	\$11,548.50

Total Data Download Services	159 Hours	\$30,141.00
Total Database Change Services – First Change	58.5 Hours	\$11,548.50
Total Database Change Services – Second Change	58.5 Hours	\$11,548.50
First Fiscal Year, Services Grand Total, Not-to-Exceed	276 Hours	\$53,238.00

NOTE:

- Prices identified in this Statement of Work will remain firm for 60 days following the submission of this Statement of Work to the County of Riverside by IBM.



- Effective March 24, 2006, the CWS/CMS database began being hosted by the State of California, Office of Technology Services (OTech). IBM is dependent on OTech allowing IBM to run the batch jobs and on-line transactions necessary to extract the data defined in this SOW. Any costs imposed by OTech for this service for usage of the host will be the responsibility of the County of Riverside.
- This Statement of Work does not include any travel expenses for meetings with any County of Riverside Personnel.


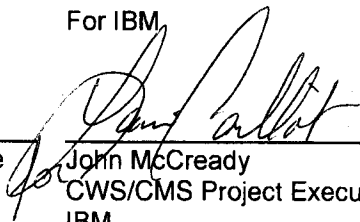
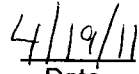
7. Termination of Agreement

The conditions for termination of this Statement of Work are the same as those set forth in the Base Contract, Contract Number 31091.



8. Statement of Work – Approval

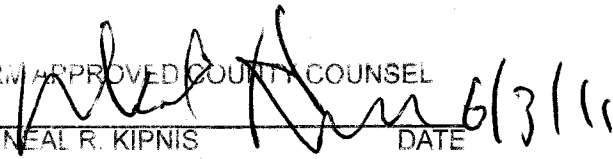
This Statement of Work has been jointly prepared by IBM and the County of Riverside (referred to subsequently as 'participants'). By authorized signature, each participant acknowledges receipt and acceptance of the contents of this document and the terms and conditions stated herein. This Statement of Work and the Contract (and any applicable attachments) represent the entire agreement between the parties regarding the subject matter herein and replaces any prior oral or written communications. Each party acknowledges that this document is the only Statement of Work that is being contracted for and changes to this agreement must be formally introduced and agreed to in writing by each participant. Such additions/changes will append to this Statement of Work.

For the County of Riverside	For IBM	
		
Bob Buster Chair of the Board	Date John McCready CWS/CMS Project Executive IBM	Date

ATTEST:

KECIA HARPER-IHEM, Clerk

By 
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS DATE 6/3/11