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



ITEM: 3.66 (ID # 22131) MEETING DATE: Tuesday, August 29, 2023

#### **FROM :** SHERIFF-CORONER-PA:

**SUBJECT:** SHERIFF-CORONER-PA: Ratify and Approve the Agreement for Professional Services for the Computer Aided Dispatch (CAD) Software Maintenance Service with Cofomo, Inc. Without Seeking Competitive Bids for Five (5) Years and Authorize the Chair of the Board to Execute the Agreement on Behalf of the County. All Districts; [Total Aggregate Cost – \$846,849; up to \$84,685 in Additional Compensation; 100% Sheriff's Budget]

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

- Ratify and approve the Agreement for Professional Services for the Computer Aided Dispatch (CAD) software maintenance service with Cofomo, Inc. (Agreement) without seeking competitive bids for a total aggregate amount of \$846,849 for five years through June 30, 2028, and authorize the Chair of the Board to sign the Agreement on behalf of the County; and
- 2. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding and as approved as to form by County Counsel, to sign amendments that exercise the options of the Agreement, including modifications that stay within the intent of the Agreement, and sign amendments to the compensation provisions that do not exceed the sum total of 10 percent (10%) of the total cost of the Agreement.

ACTION:

Matthew Jimenez 8/15/2023

## MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:	Jeffries, Spiegel, Perez, Washington, and Gutierrez
Nays:	None
Absent:	None
Date:	August 29, 2023
xc:	Sheriff

Kimberly A. Rector Clerk Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost	
COST	\$159,508	\$164,293	\$931,534	\$0	
NET COUNTY COST	\$159,508	\$164,293	\$931,534	\$0	
SOURCE OF FUNDS	Budget Adjus	stment: No			
		For Fiscal Ye	ar: 23/24-27/28		

#### C.E.O. RECOMMENDATION: Approve

3.119 7-29-08 BR#: 24-026

## BACKGROUND:

#### Summary

The Riverside County Sheriff's Office (RSO) Computer Aided Dispatch (CAD) application supports and maintain 9-1-1 calls; the mission critical nature of the CAD application to relay communication between dispatch and mobile data computers is crucial for public and officer safety. The CAD software is highly customized, and the application code consists of SQL database. The system is a complex application involving multiple physical and logical environments and the current vendor specializes in cross-platform support development and management. Since 2000, RSO has gone to the Board several times for approval of system upgrades and continuous enhancements to meet dispatchers, call takers and the deputies' needs and requirements to support the mission of law enforcement. The CAD application was supported by AD Technologies who merged with Nexio Technologies, Inc., and has now been purchased by Cofomo, Inc.

On July 29, 2008 (Minute Order 3.119), the Board approved Nexio Technologies, Inc. as a sole source vendor for software maintenance for the useful life of the Sheriff's Computer Aided Dispatch (CAD) Application for the annual amount of \$150,000. This motion also authorized the County Purchasing Agent to review and renew the contract annually, provided the annual cost increase was within 3%. The request is to contract with Cofomo, Inc. for the software maintenance and support service for their CAD system. The vendor will debug and support the CAD system by fixing system issues and functionality to improve day-to-day service transaction and process.

The loss of the CAD computer system would result in a direct delay in the response to 9-1-1 calls being answered, locating addresses for citizens calling for service and deputies being dispatched to calls. Last fiscal year, CAD supported 1.7 million calls throughout the County. The sheer volume of calls answered, and the numbers of deputies dispatched daily could not be handled without a computer system with CAD application.

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

#### Price Reasonableness

The total 5-year software maintenance support cost is \$846,849. This cost includes a negotiated annual cost increase of 3%, which is within the current acceptable CPI rate and prior Board approved rate increase over the last 10 years.

The experience, knowledge, and required tasks to maintain and support the CAD software translates into one specialized, highly qualified senior programmer. Based on prior year support needs, the vendor is projected to spend 130 hours per month, which represents a rate of \$108 per hour. The programmer will provide 24/7/365 days per year assistance debugging and supporting software functionality, tracking issues and requests, testing, verifying software codes, and documenting updates to support production needs.

The request includes a 10% contingency in the amount of \$84,685 to cover software upgrades and maintenance support. In total, the 5-year cost with the contingency amount is \$931,534.

#### Impact on Residents and Businesses

RSO's Dispatch CAD application is a 24 x 7 x 365-day operation. The mission critical nature of the CAD application is crucial for public safety and officer safety. The flow and sharing of information in real-time is vital for dispatchers to assist and support the public, and therefore RSO needs to ensure that it has the support for the CAD system to meet the day to day needs of the Department.

#### **Attachments**

Approved H-11 Sole Source Justification Professional Services Agreement

eeea (

8/23/2023

8/15/2023

8/15/2023



## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is by and between the County of Riverside, on behalf of its Sheriff's Department, ("RSD" or "COUNTY") and COFOMO Inc., a corporation incorporated under the laws of Quebec ("COFOMO" or "CONTRACTOR"). RSD and COFOMO agree as follows:

#### 1. PREAMBLE

1.1 WHEREAS RSD wishes to retain COFOMO's services in order to provide Technical Support for its CAD (Computer Aided Dispatch) system computer software executed on its HP NonStop Platform according to the Riverside County Sheriff's Department project description attached in Appendix A.

#### 2. **DEFINITIONS**

2.1 this Agreement, unless the context otherwise requires, the following In expression(s) have the meaning(s) indicated:

APPLICATIONS: means that portion of RSD's CAD system which consists of computer software, related to the CAD client, MDC client, CAD manager client currently in use; and shall NOT mean or include functions related to the Handheld MDC platform.

#### 3. **COMPLETE SOURCE CODE INVENTORY**

3.1 On or before the estimated start date set forth in section 5 below, RSD shall provide to COFOMO the latest version of its complete source code inventory of the APPLICATIONS in ASCII format.

#### **COFOMO'S SERVICES** 4.

4.1 COFOMO shall perform the tasks outlined in Appendix A

#### 5. SCHEDULE FOR PERFORMANCE OF TECHNICAL SUPPORT CONTRACT

Estimated Start Date: July 1st, 2023

Estimated Completion Date: June 30th, 2028

July 6, 2023





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#### 6. <u>T & M BASIC SERVICES</u>

6.1 At any time prior to the completion by COFOMO of its services mentioned in section 4, RSD may request additional services not covered in Appendix A from COFOMO on a "time and materials basis" pursuant to a Purchase Order signed by both parties.

## 7. PRICE AND PAYMENT

7.1 The annual price of Cofomo's professional services is 159 508 USD for the period starting on July 1<sup>st</sup> 2023 and ending on June 30<sup>th</sup> 2028. There is a planned indexation per year of 3%. Thus the 5 annual payment for the period are described in the table below.

Period	Annual Fee
July 1 <sup>st</sup> 2023 to June 30 <sup>th</sup> 2024	159 508 USD
July 1 <sup>st</sup> 2024 to June 30 <sup>th</sup> 2025	164 293 USD
July 1 <sup>st</sup> 2025 to June 30 <sup>th</sup> 2026	169 222 USD
July 1 <sup>st</sup> 2026 to June 30 <sup>th</sup> 2027	174 298 USD
July 1 <sup>st</sup> 2027 to June 30 <sup>th</sup> 2028	179 527 USD
Total	846 849 USD

- 7.2 Every one of the annual fee shall be paid by RSD in one (1) installment at the beginning of the period.
- 7.3 COFOMO shall transmit all its invoices to RSD by email, or mail, addressed as follows:

RSD/Division	Technical Services Bureau
Department/Mail Stub	Mail Stop #2717
Address	1500 Castellano Rd., Riverside, CA 92509
To the attention of:	Stephanie Mora Ponce
Telephone no.:	(951) 955-2043
Email :	sponce@riversidesheriff.org

- 7.4 The originals of COFOMO's invoices, email, shall be subsequently forwarded by mail, courier service or hand delivered to RSD.
- 7.5 RSD shall pay all of COFOMO's invoices within thirty (30) days of receipt.
- 7.6 All payments by RSD to COFOMO shall be made either by check or by direct wire

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transfer. Direct wire transfers shall be addressed as follows in Appendix C:

7.7 The basic price, as well as any additional amount which will be invoiced by COFOMO to RSD in accordance with the provisions of this Agreement, shall be paid by RSD to COFOMO in full, without any deduction, compensation for, or withholding for taxes of any kind, duties, tariffs, costs or expenses.

#### 8. <u>RSD'S SUBJECT MATTER EXPERT</u>

- 8.1 RSD shall designate, by written notice, one (1) individual who is knowledgeable and versant in the APPLICATIONS and related software being modified and tested pursuant to this Agreement (hereinafter called "subject matter expert"). RSD's first subject matter expert shall be Nicholas Cervantes.
- 8.2 RSD's subject matter expert shall provide to COFOMO, upon its request, complete inventory of the APPLICATIONS in source code, all documentation necessary to assist COFOMO on all APPLICATION-related issues, and he shall also be responsible for resolving all questions related to the functional or business aspects of the APPLICATIONS.
- 8.3 RSD shall ensure that its subject matter expert is immediately accessible to COFOMO, and that he provides his assistance and materials to COFOMO on a timely and best efforts basis.
- 8.4 RSD acknowledges that the competence, accessibility, and co-operation of its subject matter expert are essential to enable COFOMO to perform its services hereunder and to respect the performance schedule mentioned in section 5 above.

## 9. FACILITIES

- 9.1 At no additional cost or expense to COFOMO, RSD shall provide the following to COFOMO team members if any of their services are provided on-site at RSD's facilities:
  - a) Work space, access to outside telephone lines, telephone usage, customary utilities, access to photocopiers, fax machines and other office-related equipment,
  - b) If necessary, one industry standard personal computer for each COFOMO team member, with all necessary software installed, and
  - c) User IDs and the requisite security clearances to access the HP NonStop system, its components and any related software needed to perform the services mentioned in this Agreement.

## 10. CONTRACT MANAGERS

10.1 The parties hereby designate the following individuals as their respective contract managers (hereinafter called "Contract Managers"):

RSD:	Lieutenant Adam Vallejo
COFOMO:	Claude Rivard, Principal Vice President

- 10.2 A party may change its Contract Manager by written notice addressed to the other party.
- 10.3 Contract Managers shall be authorized by the party appointing him to supervise the implementation of this Agreement on behalf of such party including the negotiation of Project Change Orders, answering inquiries and resolving problems arising under this Agreement. All Project Change Orders must be approved by the County Purchasing Agent.

## 11. BUSINESS RULES

11.1 RSD shall provide secure remote access to their HP NonStop environment. RSD shall report any issues using the COFOMO Technologies to Cofomo's Help Desk at the following address: servicedesk@cofomo.com

#### 12. <u>RSD'S WARRANTIES AND REPRESENTATIONS</u>

- 12.1 RSD represents and warrants to COFOMO as follows:
  - a) That RSD has the right and power to enter into this Agreement, and
  - b) that the modifications and other services which will be performed to or in relation to the APPLICATIONS and related software, including their source codes, by COFOMO pursuant to this Agreement shall not violate any copyright or other intellectual property rights of any other third party.

## 13. COFOMO'S WARRANTY AND LIMITATION OF LIABILITY

- 13.1 COFOMO warrants that its services performed pursuant to this Agreement shall be performed in a professional manner and in accordance with industry standards.
- 13.2 In the event that COFOMO breaches its warranty mentioned in 13.1, COFOMO's sole obligation, and RSD's sole remedy in contract, delict, tort, or otherwise, shall be for both parties to engage in the resolution steps outlined in section 17.2.

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- 13.3 RSD must present any claim that it has against COFOMO for breach of the warranty mentioned in 13.1 within one (1) month of RSD discovering that COFOMO failed to perform its services in accordance with the requisite standard of care. RSD shall have no right to pursue a claim against COFOMO as to any breach or alleged breach of the warranty mentioned in 13.1 with respect to which RSD has not presented a written claim during or within thirty (30) days of the end of such warranty period.
- 13.4 COFOMO shall not be responsible for remedial action under this warranty to the extent that the failure to meet the warranty is caused by modifications to the APPLICATIONS by a third party.
- 13.5 Except as expressly provided in subsections 13.1 through to 13.4, COFOMO disclaims all other warranties or conditions, either expressed or implied and whether based on any statute, jurisprudence or previous agreement, whether written or oral. COFOMO's entire liability and RSD's exclusive remedy against COFOMO shall be re-performing by COFOMO of that aspect of its services which failed to meet the requisite standard of care as mentioned in subsection 13.1. In no event shall COFOMO be liable for any damages including any lost profits, lost savings or any incidental or consequential damages even if any party hereto has been advised of the possibility of such damages or for any claim by any other party.

## 14. <u>TERM</u>

- 14.1 This Agreement is effective from the date of its execution by the parties.
- 14.2 This Agreement shall remain in effect until June 30th, 2028.
- 14.3 COUNTY or CONTRACTOR may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination. COFOMO will reimburse COUNTY for the prorated portion of the unused duration of the Agreement.

## 15. AMENDMENTS

16.1 This Agreement may be amended only by written instrument duly executed by both parties hereto.



## 16. NO ASSIGNMENT

16.1 No party hereto shall assign, in whole or in part, this Agreement or any of its respective rights and obligations hereunder, except as otherwise provided in this Agreement or with the prior written consent of the other party.

## 17. **RESOLUTION OF OUESTIONS AND ISSUES**

- 17.1 Except as otherwise expressly provided in this Agreement, RSD's designated contract manager or COFOMO's designated contract manager shall be responsible for promptly communicating RSD's or COFOMO's respective positions on all questions and issues, which arise with respect to this Agreement.
- 17.2 COFOMO and RSD will exercise good faith and reasonable effort to resolve any dispute which may arise with respect to this Agreement. In the event of a dispute between RSD and COFOMO with regard to this Agreement, the parties shall take the following step to resolve the matter prior to commencing any legal action (except for injunctive relief); RSD's Purchasing Director or RSD's designee of appropriate rank and COFOMO's President or designee of appropriate rank will meet in Riverside, California, upon seven (7) regular business days following receipt by one party of a written notice for such meeting by the other party, or at another mutually agreed upon place and time. If the outcome of this meeting is unsatisfactory to either RSD or COFOMO, the parties will attempt to resolve their dispute through other dispute resolution procedures which may be available, including arbitration or mediation upon mutual agreement.

## 18. FURTHER ACTS AND DEEDS

18.1 The parties undertake to do all things and execute all documents reasonably necessary or useful to give full effect to this Agreement.

## 19. AVAILABILITY OF FUNDING

19.1 The COUNTY obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30th of the calendar year unless funds are made available for such performance.



#### 20. NOTICES

20.1 Except as otherwise expressly provided in this Agreement, all notices, requests, consents and other communications required or permitted to be given hereunder shall be in writing and either delivered by hand or by courier service or sent by fax or by prepaid registered mail and shall be presumed given and received when so delivered by hand or courier service or twenty-four (24) hours after the sending of a fax or four (4) business days following the sending thereof by prepaid registered mail and when addressed as follows:

If to RSD, to:

RIVERSIDE SHERIFF'S DEPARTMENT 1500 Castellano Rd., Riverside, CA 92509 Attention: Lt. Adam Vallejo Tel: (951) 955-2043

If to Cofomo, to:

Cofomo inc. 1500 – 1000 De La Gauchetière West Street Montreal, Quebec, Canada H3B 4W5 Attention: M. Claude Rivard, Principal Vice-president Email: <u>claude.rivard@cofomo.com</u>

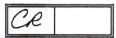
Or to such other person or address as any party shall designate by notice in writing to the other in accordance herewith.

20.2 In the event of a postal strike or other mail service interruption, existing or threatened, all notices and other communications shall be hand delivered or sent by courier or fax.

## 21. NO WAIVER

21.1 No waiver by any party of any breach of an obligation of the other party hereunder shall be a waiver of any subsequent breach of the same or any other obligation, nor shall any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to that or any subsequent breach.

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## 22. <u>COUNTERPARTS</u>

22.1 This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

## 23. <u>SEVERABILITY</u>

23.1 The invalidity of one of the provisions of this Agreement shall not invalidate or otherwise affect any of the other provisions of this Agreement which shall remain in full force and effect.

## 24. <u>CURRENCY</u>

24.1 All prices, charges and other amounts specified or payable pursuant to this Agreement are in the lawful currency of the United States and shall be payable in such currency.

## 25. <u>NUMBER AND GENDER</u>

25.1 Whenever the context of any provision so requires the singular shall include the plural and vice versa, and the masculine shall include the feminine, and vice versa.

## 26. **BINDING ON HEIRS**

26.1 This Agreement shall endure for the benefit of and shall be binding upon the heirs, executors, administrators, successors and permitted assigns of the parties hereto.

## 27. GOVERNING LAW

27.1 Subject to the provisions of section 17 above, this Agreement shall be construed and interpreted in accordance with the laws of California.

## 28. <u>CONTRACT IN ENGLISH</u>

28.1 Each of the undersigned acknowledges having requested and being satisfied that this Agreement and its accessories be drafted in English.

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28.2 Except where expressly provided otherwise herein, all correspondence, notices and communications between the parties, as well as all products and services which COFOMO shall provide pursuant to this Agreement, shall be in English.

## 29. ENTIRE AGREEMENT

29.1 This agreement (including the schedules annexed hereto), embodies the entire agreement between the parties hereto concerning the subject matters mentioned herein and supersedes all previous discussions, correspondence, proposals, understandings or Agreements, whether written or oral, with respect to such matters.

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## 30. COMING INTO FORCE AND SIGNATURES

- 30.1 If the parties do not execute this Agreement on the same date, it will come into effect on the latter of the two (2) dates of execution by the parties.
- 30.2 A copy of this Agreement initialed and signed by one party, then faxed to the other party and initialed and signed by such other party, shall be deemed as validly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have signed.

**COUNTY OF RIVERSIDE**, a political subdivision of the state of California Signature<

Name: Kevin Jeffries Title: Chairman, Board of Supervisors Date:

ATTEST: Kimberly Rector Clerk of the Board

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APPROVED AS TO FORM: Minh C. Tran County Counsel

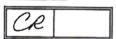
By: Amrit Diffilion Deputy County Counsel **COFOMO INC.** 

Signature Claude Rivard

Name : Claude Rivard Title : Principal Vice President Date : august 11, 2023

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# APPENDIX A

#### **Riverside County Sheriff's Department**

#### **Technical Support**

#### Introduction

Riverside Sheriff's Department has stipulated the need to create a maintenance agreement for the current CAD system.

In response to this request, COFOMO Technologies has prepared this document that briefly describes the technical environment, the scope of the project, the time and cost estimates and the deliverables needed to realize the project specifications.

#### **Technical Overview**

In order to closely estimate the amount of time and cost needed to maintain the CAD application we need to know;

- 1. The type of expertise needed to maintain the system.
- 2. Predict the amount of work.

As a consequence this section attempts to gauge if possible these values from the current CAD application.

#### **Type of expertise**

The current CAD application as a whole utilizes and requires knowledge of the following technologies;

- 1. The CAD application itself.
- 2. Wintel (Windows + Intel ) Based;
  - a. Microsoft Windows
  - b. Microsoft Visual C++
  - c. Microsoft Foundation Classes (MFC)
  - d. Windows programming concepts
  - e. UDP communication
  - f. TCP/IP communication
- 3. Proprietary Based;
  - a. Mobile Data Computers MDC

This loosely translates into a specialized, highly qualified senior programmer. Which represent 130 hours per month at the rate of 108\$ USD per hour.

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#### Predicted amount of work

Maintenance work on an application generally means;

1. Debug and fix existing features / functionality.

In order to perform these functions without disturbing the production environment, we will need to setup, maintain and keep an appropriate environment in-house in anticipation for when a maintenance request is made. The environment that is needed by this project includes Guardian 90 on the Tandem and Windows XP on the Intel based PC's.

While it is difficult to estimate the amount of maintenance work required, since by definition debug and fixing is a reactive process. That is, the ability to predict the amount of work requires that we know all the COFOMO issues and software bugs in advance. By using the work performed in previous years as a guideline, we can roughly estimate the amount of work to be performed in the coming year.

#### Scope of the Project

COFOMO is to provide maintenance services encompassing; Debug and fix errors ("bugs") in existing CAD and MDC functions.

The task of debugging software bugs within the application includes the following activities;

- Identifying and tracking of the problem;
- Locating within the software code the source of the problem. Effectuating the necessary code changes to correct the problem. Test the new code;
- With the help of Riverside staff, implement the changes into the production environment.

COFOMO reserves the right to refuse issues that do not fall within reasonable limits of the definition of software bugs.

Riverside Sheriff's Department can prioritize and shift requests as needed.

COFOMO reserves the right to work on no more than one issue at a time, unless otherwise noted or agreed upon.

The time estimates required to fix issues will be assessed by COFOMO. Riverside Sheriff's Department can contest unreasonable time estimates and or projects that are taking too long to resolve. In this case COFOMO and Riverside Sheriff's Department staff must come to a reasonable agreement.

COFOMO will do it's very best to resolve every issue in a correct and timely manner; however it does not guarantee that it will be able to fix or enhance all issues brought forth.



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COFOMO will put all available resources on issues deemed urgent by Riverside Sheriff's Department staff. COFOMO can contest what it believes are non-urgent issues. In this case Riverside Sheriff's Department staff and COFOMO must come to a reasonable agreement.

Allow for periodic on-site visits if requested by Riverside Sheriff's Department.

## **Project Deliverables**

- 1. Provide a method to log and keep track of issues and requests.
- 2. Locate, debug and fix CAD software bugs as requested by Riverside Sheriff's Department, in a timely and efficient manner.
- 3. Perform the appropriate amount of testing based on changes made to the code.
- 4. If need be, update the appropriate documentation.
- 5. Provide the documentation and support needed to assist in the implementation of a given fix into production.

## **Customer Responsibilities**

- 1. Provide COFOMO with appropriate application support. This encompasses;
  - a. An analyst who can properly communicate requests and issues.
  - b. A user of the system who can show us how functions and features of the application are being used in the real world.
  - c. A technical person who is capable of communicating technical descriptions and answer inquiries about the system.
- 2. Perform pre-production and final systems testing.



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## Estimated Effort and Cost Schedule

It is not always feasible to know in advance of all the current (i.e. hidden) CAD issues and software bugs. We propose therefore a fixed cost contract that puts COFOMO in standby mode, able to respond to any number of requests as they are issued, for a period of one year from the signing of this contract.

Period	Annual Fee
July 1 <sup>st</sup> 2023 to June 30 <sup>th</sup> 2024	159 508 USD
July 1 <sup>st</sup> 2024 to June 30 <sup>th</sup> 2025	164 293 USD
July 1 <sup>st</sup> 2025 to June 30 <sup>th</sup> 2026	169 222 USD
July 1 <sup>st</sup> 2026 to June 30 <sup>th</sup> 2027	174 298 USD
July 1 <sup>st</sup> 2027 to June 30 <sup>th</sup> 2028	179 527 USD
Total	846 849 USD

The total amount breaks down as follows;

## Total \$846 849.00 USD

More information on the divisions indicated above can be found in the Technical Overview section. Dollar amounts are in US currency, and do not include additional expenses incurred by COFOMO.

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## APPENDIX B

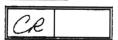
#### CAD System Components

The CAD System is composed of software running under RSD's HP NonStop hardware, software running on the Mobile Data Computer and software currently running under Windows XP. The services outlined in Appendix A apply to all of the following software components.

#### Software Running under Windows

The software currently running under Windows includes:

CAD Application (C++) CAD Manager (C++) MDC Application (C++)



## **APPENDIX C**

#### **Entreprise information :**

Cofomo inc. 1000 rue De La Gauchetière Ouest, bureau 1500, Montréal (Québec) CANADA

Numéro d'entreprise Québec (NEQ) : 1142126664 No TPS / GST No. : 140599713 No TVQ / QST No. : 1017754374 No TVH / HST No : 140599713 Swift Code: CCDQCAMM

Invoicing Contact: Manon Proulx, Superviseure services de la facturation (manon.proulx@cofomo.com)

#### **Banking information :**

Fédérations Des Caisses Desjardins du Québec

1, Complexe Desjardins, bureau 2822, C.P.2202, Montréal (Québec) H5B 1B3 CANADA

No de compte : 002-929-8 No de transit : 98000 No de l'institution : 815

#### CAD



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#### RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

To be completed for all departmental purchases of IT systems, services or renewals

REQUESTED P	URCHAS	E:	SOFTWAR	E MA		ANC	E (N	IEXIO)			
DEPARTMEN	IT/AGENCY: SHERIFF										
CONTACT NA	TACT NAME/Phone: J WATLER 955-2043										
PURCHASE REC	QUEST: 🔄 NEW EQUIPMENT,				SERVIC	ES		UPGRADE		REPLACEMEN	NT
PURCHASE TYP		RVICES		$\boxtimes$	SOFTWARE		HARDWARE	RENEWAL			
DESCRIBE								renewal as o	utli	ned in Form11	3.119
REQUESTED	7/29/20	008 f	or the life o	f the	applicat	tion					
PURCHASE											
BUSINESS	END U	SER (	OPERATION	5							
NEEDS											
ADDRESSED											
ARE THERE ANY	OTHER CO	UNTY	SYSTEMS TH	T		C		YES	UN	IKNOWN	
PROVIDE THE SA	ME FUNCT	IONA	LITY?								
BUSINESS CRITIC					-			CT (SELECT ALL			
🛛 🛛 Run the b	usiness							irrent operati	on	5	
Grow the	business							penses ustomer Serv	ico		
Transform	h the bus	iness	;					Operational Ef		encies	
					-						
BUSINESS	Financi	al:N/	Ά								
RISKS	Operat										
	Custom	er:N	I/A								
ALTERNATIVE	1. [Sol	utior	n]None								
SOLUTIONS	2. [Sol	utior	ן								
	3. [Sol	utior	n]								
TRANSACTION	$\square$	Cash	Purchase		[		Lea	se Purchase	Le	ease Years:	
PURCHASE COST	TS (EST)		COST BENEFIT	ANA	LYSIS						
							A	LTERNATIVE		ALTERNATIVE	ALTERNATIVE



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for Internal Use Only

		STATUS QUO			
Hardware: \$	Current Annual Cost	161,215			
	Ongoing Annual Cost				
Software: \$161,215	Annual Cost Savings				
	Net Annual Savings				
Labor: \$	Project Implementation Cost				
	Project Payback Period? yrs				
TOTAL COST: \$161,215					
Department Head Signature: (Notting) 7383 Date: 07/0/2					

RCIT RECOMMENDATION – for purchases and renewals under \$100,000					
Recommended: Yes	No (Non-recommended requests submit to TSOC)				
By:	Date:				
Chief Information Officer Sign	ature: Date:				

RCIT explanation for non-recommended requests:					

TSOC RECOMMENDATION: for purchases and renewals over \$100,000 and RCIT non- recommended purchases or renewals				
Recommended: 🗌 Yes	No (In no, provide explanation below)			
TSOC Chair Signature:	Date:			

TSOC explanation for denied requests:					

County of Riverside



# Riverside County Sheriff's Department Chad Bianco, Sheriff-Coroner

4095 Lemon Street • Riverside • California • 92501 www.riversidesheriff.org

Date: June 7, 2023

From: Claudia Preciado-Arroyo, Deputy Director of Administration

To: Board of Supervisors

Via: Lt. Adam Vallejo, (951) 955-2066

Subject: Sole Source for the Computer Aided Dispatch (CAD) software maintenance and support

The below information is provided in support of my department requesting approval for a sole source.

#### 1. Supplier being requested: Cofomo Inc.

- 2. Vendor ID: 248797
- 3.  $\Box$  Single Source  $\boxtimes$  Sole Source
- 4. Have you previously requested <u>and</u> received approval for a sole or single source request for this vendor for your department?

∑ Yes □ No SSJ# 12-394

4a. Was the request approved for a different project?

🗌 Yes 🛛 🖾 No

## 5. Supply/Service being requested:

The Sheriff's Department is requesting for a 5-year contract with Cofomo Inc. to provide maintenance and support for the Computer Aided Dispatch (CAD) software application. Nexio Technology was a sole source vendor for CAD maintenance and support, but the company was recently acquired by Cofomo Inc. Consent to Assignment was approved on December 21, 2022.

CAD is a critical system utilized by the dispatcher, call-takers, and 911 operator to prioritize and record incident calls, identify the status and location of officers and responders in the field, and effectively dispatch them for assistance. Officers and emergency responders in the area can receive messages initiated by CAD via mobile data terminals and radios.

#### 6. Unique features of the supply/service being requested from this supplier.

The current CAD application utilizes and requires knowledge and expertise of the following technologies and areas:

• Understanding the features and functionalities of the CAD system and Mobile Data Computer (MDC)

- Wintel (Windows + Intel) Based
  - o Microsoft window
  - o Microsoft Visual C++
  - Microsoft Foundation Classes (MFC)
  - Windows programming concepts
  - UDP communication
  - TCP/IP communication

The vendor will debug and support the CAD system by fixing existing features and functionality to improve process. The task of resolving software issue includes the following activities:

- Identify and track the problem
- Locate the issue within the software code, effectuate the necessary code change to correct the issue, and test the new code
- Provide documentation and support needed to implement the changes into production environment
- 7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:

The vendor has provided support, maintenance, enhancements, modifications, and upgrades to the CAD software application over the last two decades. The CAD system is an integral and critical system of the Sheriff's Dispatch operations, which operates 24/7/365 days a year. Full-time operations require 100% uptime, reliability, and continuity in support, maintenance, and programming. Cofomo will continue to provide a specialized programming knowledge base and maintenance reliability demonstrated.

- 8. Period of Performance:
   From: July 1, 2023 to June 30, 2028

   (5 of years)
   Is this an annually renewable contract?
   No

   Is this a fixed-term agreement:
   No
   Yes
- 9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years.

Description:	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
CAD Software Maintenance						
Ongoing Costs:	\$159,508	\$164,293	\$169,222	\$174,298	\$179,527	\$846,849
Total Costs	\$159,508	\$164,293	\$169,222	\$174,298	\$179,527	\$846,849

**10. Price Reasonableness:** The total 5-year software maintenance support cost is \$846,849. The contract includes a negotiated annual cost increase of 3%, within the current CPI rate and previous Board approved rate increase over the last ten years.

The experience and responsible technical experience needed for CAD software maintenance and support translate into one specialized, highly qualified senior programmer. Based on prior year support needs, the vendor may spend 130 hours per month, representing a rate of \$108 per hour. The programmer will provide 24/7/365 days per year on debugging and supporting software functionality, tracking issues and requests, testing and verifying software codes, and documenting updates to support production needs.

The Department is requesting for a 10% contingency in the amount of \$84,685 to cover software upgrades and maintenance support. In total, the 5-year cost with the contingency amount is \$931,534.

Chief Deputy Signature (or designee)		James Acms Print Name	STRONG	6-7-23 Date
Assistant Sheriff Signature (or designee)		Print Name	JIMENKZ	L SZ
Department Head Signature (or designee)	<b>X</b>	Claudia Pr Print Name	ciado - Arroya	6/8/2023 Date
The section below is		eted by the Purcl	nasing Agent or d	lesignee.
Purchasing Department Com	ments:			
Approve	Approve with Condition/s			
Condition/s:				
Approved as listed abov	e in fiscal cha	art		
Total cost over length of				
Not to exceed: □ One-time \$				
(If Anni FY FY FY FY	unt \$ ual Amount Va : \$ : \$ : \$ : \$	aries each FY) 	vear through	(date
Suzanna Hinckley, Assistant Director	08/14/202		23-227	
Purchasing Agent	Date	A	proval Number	

11. Projected Board of Supervisor Date (if applicable):\_\_\_\_\_

(Reference on Purchasing Documents)