



# County of Santa Clara

Office of the County Executive  
Procurement Department

2310 N. First Street, Suite 201  
San Jose, CA 95131-1040  
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## **FOURTH AMENDMENT TO AGREEMENT 5500002508 BY AND BETWEEN THE COUNTY OF SANTA CLARA AND ALERTUS TECHNOLOGIES, INC.**

This is the Fourth Amendment to the Agreement between the County of Santa Clara (County) and Alertus Technologies, LLC (Contractor) entered into on November 26, 2014 to provide Emergency Management Notification Software for the County.

This Agreement is amended as follows effective August 28, 2018:

1. Key Provision, **TOTAL AGREEMENT VALUE**, is revised to read: "The total not to exceed value of this Agreement is \$229,160, which represents an increase of \$34,000 from the prior not to exceed value of \$195,160."
2. Replace **Exhibit A2, PRICE SUMMARY AND CONTACTS**, with **Exhibit A3, PRICE SUMMARY AND CONTACTS**, attached hereto and incorporated herein by this reference. Exhibit A3 incorporates additional purchases of 10,000 Alertus Desktop Notification Licenses.
3. **Exhibit F, COUNTY OF SANTA CLARA STANDARD TERMS AND CONDITIONS**, is revised to add the following provision:

### **"74. COMPLIANCE WITH ALL LAWS AND REGULATIONS INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION**

Contractor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the goods and/or services to be provided hereunder. Contractor's violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the contract. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 et. seq. the Fair Packaging and Labeling Act. and the standards and regulations issued there under. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with the act and any standards or regulations issued there under.

(1) **Compliance with All Laws.** Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

(2) **Compliance with Non-Discrimination and Equal Opportunity Laws:** Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in

Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

(3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local Minimum Wage, Prevailing Wage, or Living Wage laws.

(4) Definitions: For purposes of this Section, the following definitions shall apply. A “Final Judgment, Decision, Determination, or Order” shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual’s sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose’s Office of Equality Assurance.

(5) Prior Judgments, Decisions or Orders against Contractor: BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, DETERMINATIONS, OR ORDERS THAT (A) WERE ISSUED IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT BY A COURT OR INVESTIGATORY GOVERNMENT AGENCY AND (B) FOUND THAT CONTRACTOR VIOLATED AN APPLICABLE WAGE AND HOUR LAW OR PAY EQUITY LAW. CONTRACTOR FURTHER AFFIRMS THAT IT HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH FINAL JUDGMENTS, DECISIONS, DETERMINATIONS, OR ORDERS.

(6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, Contractor receives a Final Judgment, Decision, Determination, or Order rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment, Decision, Determination or Order. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment, Decision, Determination, or Order against it within 30 days of the Final Judgment, Decision, Determination, or Order becoming final or of learning of the Final Judgment, Decision, Determination, or Order, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment, Decision, Determination, or Order within 5 days of satisfying the Final Judgment, Decision, Determination, or Order. Any notice required by this paragraph shall be addressed to the Office of the County Executive-

OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

(7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Section, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.

(8) Pay Equity Notification: Contractor shall (1) directly provide each employee working in California and each person applying for a job in California with a written copy of any applicable pay equity Laws, or (2) electronically disseminate the text of applicable pay equity Laws to each California employee and job applicant, either directly or by posting a copy in conspicuous places available to employees and applicants. Such notification shall occur at least once during the term of this Agreement and, if this Agreement is a multi-year Agreement, at least annually thereafter.

(9) Material Breach: Failure to comply with any part of this Section shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and/or at law. County may, among other things, take any or all of the following actions:

- (i) Suspend or terminate any or all parts of this Agreement.
- (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment, Decision, Determination, or Order.
- (iii) Offer Contractor an opportunity to cure the breach.

(10) Subcontractors: Contractor shall impose all of the requirements set forth in this Section on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment, Decision, Determination, or Order for violation of an applicable wage and hour Law promptly satisfies and complies with such Final Judgment, Decision, Determination, or Order.

All other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the original Agreement and this Amendment, this Amendment controls.

Administered by Martin Coronel, Procurement Contracts Specialist, at (408) 491-7467 or [martin.coronel@prc.sccgov.org](mailto:martin.coronel@prc.sccgov.org); Prepared by Minh-Thao Nguyen, Buyer II, at (408) 491-7405 or [minh-thao.nguyen@prc.sccgov.org](mailto:minh-thao.nguyen@prc.sccgov.org)

The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.

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By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

COUNTY OF SANTA CLARA

DocuSigned by: Caroline Kho 8/23/2018

Caroline Kho Date  
Sr. IT Procurement Manager | SBITC

DocuSigned by: Andrew Zawoyski 8/24/2018

For Miriam Singer Date  
Chief Procurement Officer

CONTRACTOR

DocuSigned by: Joe Nixon  
By: \_\_\_\_\_

Print: Joe Nixon  
AA0BDAA86B97488...

Title: west coast sales manager

Date: 8/23/2018

APPROVED AS TO FORM AND LEGALITY

DocuSigned by: Robert Nakamae 8/23/2018

Robert Nakamae Date  
Deputy County Counsel

Attachments:  
Exhibit A3, Price Summary and Contacts

## EXHIBIT A3 PRICE SUMMARY AND CONTACTS

### Section I – Desktop Licenses

a) Licenses – existing (Original Contract and Amendment 1)

Acquisition Vehicle	Deliverable	Unit of Measure (UoM)	Unit Price	Quantity	Extended Price
On Contract awarded 11/26/14	Alertus Desktop Notification Licenses (7,000 count)	Box of 500 licenses	\$1,700	14	\$23,800
On Amendment 1, awarded 05/06/2015	Alertus Desktop Notification Licenses (2,000 count)	Box of 500 licenses	\$1,700	4	\$6,800
<b>TOTAL (ONE TIME) LICENSES COSTS ALREADY INCURRED</b>					<b>\$30,600</b>

b) Additional Licenses for Amendment 2

Acquisition Vehicle	Deliverable	Unit of Measure (UoM)	Unit Price	Quantity	Extended Price
Amendment 2	Alertus Desktop Notification Licenses (15,000 count)	Box of 500 licenses	\$1,700	30	\$51,000
<b>TOTAL (ONE TIME FOR AMENDMENT 2) LICENSES COSTS ALREADY INCURRED</b>					<b>\$51,000</b>

c) Additional Licenses for Amendment 4\*

Acquisition Vehicle	Deliverable	Unit of Measure	Unit Price	Qty	Extended Price
Amendment 4	Alertus Desktop Notification Licenses (5,000 count) - for HHS	Box of 500 licenses	\$1,700	10	\$17,000
Amendment 4	Alertus Desktop Notification Licenses (5,000 count) - for SHO	Box of 500 licenses	\$1,700	10	\$17,000
Subtotal					\$34,000

\*Any contract release processed prior to 08/31/2018, a discount of \$200 per box will be applied

## Section II – One Time Costs for Software, Hardware, and Installation Services

- a) Software, Hardware, and Installation Services – existing (Original Contract and Amendment 1)

Acquisition Vehicle	Deliverable	Unit of Measure	Unit Price	Qty	Extended Price
On Contract awarded 11/26/2014	Alertus Desktop Notification Licenses	System	\$11,150	1	\$11,150
<b>TOTAL (ONE TIME) COSTS ALREADY INCURRED</b>					<b>\$11,150</b>

- b) One Time Software, Hardware, and Installation Service Costs for Amendment 2

Acquisition Vehicle	Deliverable	Unit of Measure	Unit Price	Qty	Extended Price
Alertus Notification System	Alertus Software Activation Licenses (Large)	Each	\$7,200.00	1	\$7,200.00
Alertus Panic Button	Emergency Panic Button -- USB Connected	Each	\$210.00	50	\$10,500.00
Alertus Panic Button	Emergency Panic Button -- Hardwired	Each	\$185.00	20	\$3,700.00
Alertus Beacon	Alertus Beacon	Each	\$947.00	20	\$18,940.00
Professional Services	Remote Implementation Support				Included
Professional Services	Project Management				Included
Professional Services	Onsite Support: a) Site Survey b) Crisis Communication Plan Review c) Concept of Operations Development d) Alertus System Configuration and Training	Day	\$2,048.00	5	\$10,240.00
Travel Expenses	Travel Expenses (not to exceed \$1,500)	Trip	\$1,500.00	1	\$1,500.00
Alertus Notification System	Alertus Software Activation License (DISCOUNT)	Each	\$ (7,200.00)	1	\$ (7,200.00)
	Shipping and Handling		\$ 1,080.00	1	\$ 1,080.00
<b>TOTAL (ONE TIME FOR AMENDMENT 2) SOFTWARE, HARDWARE AND INSTALLATION SERVICES COSTS:</b>					<b>\$45,960.00</b>

- a. County to install hardware after configuration by Alertus  
b. Travel Expenses shall be in compliance with Exhibit J: County of Santa Clara Travel Policy, with not to exceed total of \$1,500 for Amendment 2

### Section III – Annual Costs

<b>MAINTENANCE AND SUPPORT</b>	<b>COST</b>
Period One (November 26, 2014 - November 25, 2015)	\$0.00
Period Two (November 26, 2015 - November 25, 2016, incurred)	\$6,200.00
Period Three (November 26, 2016 - November 25, 2017, incurred)	\$6,200.00
Period Four (November 26, 2017 - June 30, 2018)	\$3,450.00
Period Five (July 1, 2018 - June 30, 2019)	\$9,400.00
Period Six (July 1, 2019 - June 30, 2020)	\$9,400.00
Period Seven (July 1, 2020 - June 30, 2021)	\$9,400.00
Period Eight (July 1, 2021 - June 30, 2022)	\$9,400.00
<b>TOTAL COSTS</b>	<b>\$53,450.00</b>

- a. Maintenance and Support shall be paid at the anniversary date of each year
- b. Periods One, Two, and Three, \$6,200 fee covers 9,000 licenses
- c. Beginning Period Four, \$9,400 fee covers 24,000 licenses
- d. Period Four is prorated so subsequent Periods can be based on County Fiscal Year

### Section IV – Optional Costs

<b>ESCROW ACCOUNT</b>	<b>ANNUAL FEE</b>
Period One (November 26, 2014 - November 25, 2015)	Not availed
Period Two (November 26, 2015 - November 25, 2016)	Not availed
Period Three (November 26, 2016 - November 25, 2017)	Not availed
Escrow Initiation Fee (one time)	\$500.00
Period Four (November 26, 2017 - June 30, 2018)	\$500.00
Period Five (July 1, 2018 - June 30, 2019)	\$500.00
Period Six (July 1, 2019 - June 30, 2020)	\$500.00
Period Seven (July 1, 2020 - June 30, 2021)	\$500.00
Period Eight (July 1, 2021 - June 30, 2022)	\$500.00
<b>TOTAL POSSIBLE COST</b>	<b>\$3,000.00</b>

- a. The option to proceed with an Escrow Account can be at any point in time
- b. The cost to initiate the escrow account is \$1,000 (one time Initiation Fee + fee for initial Period)
- c. After initial Period, cost is \$500 annually

## Section V – Contacts

### County Contacts:

- 1) Contact for the HHS Department:  
Susan Quillinan  
Santa Clara Valley Health and Hospital System, Information Services  
[susan.quillinan@hhs.sccgov.org](mailto:susan.quillinan@hhs.sccgov.org)  
(408) 885-5363
  
- 2) Contact for all other County Departments  
Don Khowong  
Office of the Sheriff (SHO)  
[don.khowong@shf.sccgov.org](mailto:don.khowong@shf.sccgov.org)  
(408) 808-4654

### Contractor Contact:

- 1) Joe Nixon, Account Manager  
[jnixon@alertus.com](mailto:jnixon@alertus.com)  
Direct: (202) 253-7887 ext 710  
Mobile: (717) 830-3991