ALAMEDA COUNTY



OFFICE OF THE AGENCY DIRECTOR

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June 1, 2023

Honorable Board of Supervisors County of Alameda 1221 Oak Street, Suite 536 Oakland, CA 94612-4305

SUBJECT: AUTHORIZE AMENDMENT NO. 2 TO EXTEND AND INCREASE THE

CONTRACT WITH COMPUCOM SYSTEMS, INC. FOR COMPUTER SOFTWARE, HARDWARE, PERIPHERALS, COMMUNICATION EQUIPMENT, AND ACCESSORIES; MASTER CONTRACT NO. 901841; PROCUREMENT

CONTRACT NO. 19506; AMOUNT: \$400,000

Dear Board Members:

RECOMMENDATION:

Authorize the Purchasing Agent, or her designee, to execute Amendment No. 2 to the contract (Master Contract No. 901841; Procurement Contract No. 19506) with CompuCom Systems, Inc. (Principal: Ana Lopez; Location: Fort Mill, South Carolina); to continue providing computer software, hardware, peripherals, communication equipment, and accessories services to the Alameda County Behavioral Health Services and Alameda County Public Health Department, extending the current term of 6/1/20 - 6/30/23 to 12/31/23, and increasing the total contract amount from \$5,100,000 to \$5,500,000 (\$400,000 increase).

DISCUSSION/SUMMARY:

On May 12, 2020, your Board approved (File No. 30476; Item No. 15) a three-year contract with a pool of two contractors to provide computer software, hardware, peripherals, communication equipment, and accessories services for Alameda County Behavioral Services (ACBH) in the amount of \$3,600,00. On March 23, 2021, your Board approved (Item No. 11.1) a first amendment to add Alameda County Public Health Department (ACPH) to the contract and increase the contract amount to \$5,100,000 (\$1,500,000 increase).

ACBH and ACPH are satisfied with the services currently provided by the contractor. The amendment will ensure the continuity of services and allow for the recovery of unexpected expenses that occurred during the COVID-19 Pandemic and for the transition to a single-device solution. The contract allows for this extension and increase by mutual agreement.

SELECTION CRITERIA/PROCESS:

ACBH worked with the General Services Agency —Procurement to develop a Request for Proposal (RFP), which was issued on August 20, 2019 and resulted in two responses. The awarded pool of contractors were the highest scoring bidders, met all requirements of the RFP, and received favorable references.

CompuCom Systems, Inc. agreed to subcontract 20% of the contract to Integrity Technology (Principal: Jackie Smith-McKaig; Location: San Leandro; Certified Small: 12-00084; Expiration: May 31, 2024) to provide a variety of products, including Eaton Power & cooling products and services. CCT Technologies, Inc. agreed to subcontract 25% of the contract to Network Designs Integration (Principal: Angie Wong; Location: Fremont; Certified Small: 05-90699; November 30, 2024) to provide information technology equipment design, training, and resale. However, CCT did not meet the Small, Local, and Emerging Business (SLEB) commitment. For this reason, CCT 's contract will not be amended or extended.

As verified in the Elation Systems, SLEB subcontractor (Integrity Technology) achievement to date is 17.79%. CompuCom Systems, Inc. will continue to work with its subcontractor to meet Alameda County's SLEB requirements.

FINANCING:

Appropriations for this contract augmentation are included in the ACBH and ACPH Fiscal Year 2023-24 proposed budget and is contingent upon your Board's adoption of the Fiscal Year 2023-24 final budget. No additional appropriations are required, and there will be no increase in net County cost.

VISION 2026 GOAL:

The computer software, hardware, peripherals, communication equipment, and accessories contract meets the 10X goal pathway of <u>Accessible Infrastructure</u> in support of our shared vision of a **Thriving & Resilient Population**.

Respectfully submitted,

--- DocuSigned by:

CB284AE84C50405... Colleen Chawla

Director's Health Care Services Agency

DocuSigned by:

—8D4CA131AA0B4C2... Kimberly Gasaway

Director, General Services Agency

Attachment

 $KG\PB\p\I:\Board\ Letters\Purchasing\FY\ 2022-23\901841Software_Hardware\ BL\ Amend\ 2$

cc: County Administrator Auditor-Controller

County Counsel

CONTRACT SUMMARY COMPUTER SOFTWARE, HARDWARE, PERIPHERALS, COMMUNICATION EQUIPMENT, AND ACCESSORIES Master Contract No. 901841 June 1, 2020 – December 31, 2023

	Location		Required Total Participation		
Vendor		Pooled Contract Award	Small/Local Participation		
			%	\$	
COMPUCOM SYSTEMS, INC.	PLEASANTON, CA	\$5,500,000	20%	\$1,100,000	

Contract Summary to Date June 1, 2020 – May 23, 2023

			Achieved Participation to Date			
Vendor	Location	Amount Paid to Prime	Local Participation		Small/Local Participation	
			%	\$	%	\$
COMPUCOM SYSTEMS, INC.	PLEASANTON, CA	\$2,256,296.45	100%	\$2,256,296.45	17.79 %	\$401,531.42

SLEB Subcontractor Achievement to Date

SLEB Subcontractor Name	Address	Certification	Small/Local Participation	
SLED Subcontractor Name		Information	%	\$
Integrity Technology Principal: Jacqueline Smith- McKaig	740 Fargo Ave #7 San Leandro, CA 94579	Cert#:12-00084 Expires: 5/31/24	17.79%	\$401,531.42



SECOND AMENDMENT TO STANDARD SERVICES AGREEMENT

This Second Amendment to Agreement ("Second Amendment") is made by the County of Alameda ("County") and CompuCom Systems, Inc., ("Contractor") with respect to that certain agreement entered by them on June 5, 2020 and that certain First (April 14, 2021) Amendment to Contract, (collectively referred to herein as the "Contract") pursuant to which Contractor provides Computer Software, Hardware, Peripherals, Communication Equipment and Accessories services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

- 1. Except as otherwise stated in this Second Amendment, the terms and provisions of this Amendment will be effective as of the date this Second Amendment is executed by the County ("Effective Date").
- 2. The term of the Agreement is currently scheduled to expire on June 30, 2023. As of the Effective Date, the term of the Agreement is extended through December 31, 2023.
- 3. In consideration for Contractor's additional services, the County shall pay Contractor in an additional amount not to exceed a pool amount of Four Hundred Thousand dollars (\$400,000). As a result of these additional services the not to exceed amount has increased from Five Million One Hundred Thousand dollars (\$5,100,000) to Five Million Five Hundred Thousand dollars (\$5,500,000) over the term of the Agreement and any amendments.
- 4. Paragraph 20 of the Standard Services Agreement has been amended by changing the shall not exceed amount in the last sentence to \$5,500,000.
- 5. Exhibit B Payment Terms is amended and replaced by the attached Exhibit B-2, Payment Terms, which is attached to this Amendment.
- 6. Attached hereto is *Exhibit D-2*, a current Debarment and Suspension Certificate executed by Contractor.
- 7. Attached hereto is *Exhibit E-2*, a Contract Compliance Requirements.

- 8. Attached hereto is *Exhibit F-2*, THE IRAN CONTRACTING ACT (ICA) OF 2010 For Procurements of \$1,000,000 statement executed by Contractor.
- 9. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

COUNTY	OF ALAMEDA	COMPUC	COM SYSTEMS, INC.
Ву:	John Gann for Detra Dillon EB371BC6D6094BF Signature	Ву:	Docusigned by: LINU SULLIVAN OFOSDEDZFFBC421 Signature
Name:	Detra Dillon	Name:	Anne Sullivan
	(Printed)		(Printed)
Title:	Procurement Administrator	Title:	VP, Regional General Manager
Date:	7/5/2023	Date:	6/13/2023



EXHIBIT B-2

PAYMENT TERMS

- 1. Except as expressly modified by this Exhibit B-1, all of the terms and conditions of the original Exhibit B Payment Terms are and remain in full force and effect.
- a. Computer Hardware and Accessories

ITEM	PRODUCT DESCRIPTION	% DISCOUNT	7/1/23-
No.			12/31/23
1a	HPE DL580 Intel(R) Xeon(R)	42%	42%
	Platinum 8165 CPU @ 2.30GHz		
1b	HPE 64GB 4RX4 PC4-2666V-L	50%	50%
	Smart Kit		
2a	HPE Smart Array P408i-p SR Gen10	48%	48%
2b	HPE 400GB SAS 12G MU SFF SC	48%	48%
	DS SSD (Configuration)		
3a	HPE ETHERNET 10GB 2-PORT	48%	48%
	562SFP+ ADPTR		
3b	HPE ETHERNET 1GB 4-PORT	48%	48%
	366FLR ADAPTER		
3c	HPE BLC 10G SFP+ SR	38%	38%
	TRANSCEIVER		
4a	HPE 800W FS PLAT HT PLG LH	48%	48%
	PWR SPLY KIT		
4b	HPE RDNT 2M 10A C13-C14 JPR	48%	48%
	CORD		
4d	HPE ILO ADV ELEC LIC 3YR	42%	42%
	SUPPORT		
6a	HP ProBook 430 G6, I7/8565, 16g	2%	2%
	ram, 256 SSD		
6b	HP 3YR NBD Onsite warranty	14%	14%
	upgrade		
7a	HP EliteDesk 800 G4 TWR PC	15%	15%
	Windows 10 Pro 64-bit, Intel i7-8770		
	(3.2 GHz Processor)		
	512 GB NVMe M.2 SSD Hard		
	Drive, 16GB of RAM, DVD+/-RW		
	Writer		
	3 Year Warranty		

7b	HP EliteDesk 800 G4 Small Form	14%	14%
	Factor PC		
	Windows 10 Pro 64-bit, Intel i7-8770		
	(3.2 GHz Processor)		
	512 GB NVMe M.2 SSD Hard		
	Drive, 16GB of RAM, DVD+/-RW		
	Writer		
	3 Year Warranty		
8a	HP 24" - E243i LED Monitor	8%	8%
9a	Dell WYSE 5070 TC Celeron 4GR	3%	3%
	16GF ThinOS		
9b	HP MT44 Mobile Thin Client	6%	6%
10a	HP Color LaserJet Enterprise M553x	23%	23%
10b	HP Color LaserJet Pro M254dw	21%	21%
10c	HP LaserJet Enterprise M608x	23%	23%
10d	HP LaserJet Pro M501dn	24%	24%
11	Fujitsu Desktop Scanner FI-7160	8%	8%
	USB 3.0 Duplex		
11	3yr Warranty 9X5XNBD	10%	10%
12a	InFocus IN3148 DLP Projector	1%	1%

b. Additional Pricing Information

ITEM	DESCRIPTION	% DISCOUNT	7/1/23- 12/31/23
1	Processors not listed above, Section A. Computer hardware and accessories items 1a-1b will have a % off of all Processors from vendor's catalog.	34%	34%
2	Storage Controllers not listed above, Section A. Computer hardware and accessories items 2a-2b will have a % off of all Storage Controllers from vendor's catalog.	34%	34%
3	Network Cards not listed above, Section A. Computer hardware and accessories items 3a-3c will	34%	34%

	have a % off of all Network Cards from vendor's catalog.		
4	Power Supplies not listed above, Section A. Computer hardware and accessories items 4a-4d will have a % off of all Power Supplies from vendor's catalog.	34%	34%
SERVE \$ COST	ER MANAGEMENT Γ		
5	Server Management HPE ILO Advanced non blade - 3 Year Support - H1K92A3 R2M	\$20.80	\$20.80
WARR	ANTY		
5a	HPE PROLIANT DL580 GEN10 SUPPORT - ITEM NO. H1K92A3 ZBM	\$4,921.00	\$4,921.00
5b	HPE 3Y PROACTIVE CARE 24X7 SERVICE - ITEM NO. H1K92A3	\$0	\$0
% DISC	COUNT		
6	Laptops not listed above, Section A. Computer hardware and accessories items 6a-6b will have a % off of all Laptops from vendor's catalog.	2%	2%
7	Desktops not listed above, Section A. Computer hardware and accessories items 7a-7b will have a % off of all Desktops from vendor's catalog.	10%	10%
8	Monitors not listed above, Section A. Computer hardware and accessories items 8a will	9%	9%

	have a % off of all Monitors from vendor's catalog.		
9	WYSE Devices not listed above, Section A. Computer hardware and accessories items 9a-9b will have a % off of all WYSE Devices from vendor's catalog.	3%	3%
10	Printers not listed above, Section A. Computer hardware and accessories items 10a-10d will have a % off of all Printers from vendor's catalog.	20%	20%
WARR	ANTY		
12	Projector		
12a	2yr Extended Warranty – Item No. EPW-P JM2	\$145.00	\$145.00

2. Total payment under the terms of this Agreement will not exceed the total amount of \$5,500,000. This cost includes all taxes and all other charges.



EXHIBIT D-2

COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

The Contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

☐ Check if continued on the attached page.					
Notes:	The above certification is part of the Ame Signing the Amendment to Standard Servi shall also constitute the signature of this	criminal prosecution or administrative sanctions. Industry the Standard Services Agreement. Ices Agreement on the signature portion thereof Certification.			
CONTRA	VP, Regional General Manager ACTOR:				
PRINCIP	Anne Sullivan 'AL:	VP, Regional General Manager TITLE:			
SIGNATI	Docusigned by: URE: UROUND SULLIVAN OF USUBED 2 FFB C 4 2 1	DATE: 6/13/2023			



EXHIBIT E-2

COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS

The County of Alameda utilizes Elation Systems, a third party compliance system to monitor subcontractor utilization requirements.

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow them to register to use Elation Systems at (https://www.elationsys.com/APP/) free of charge.

Upon receipt of signed contract documents, prime contractor shall immediately enter subcontractors (contributing towards utilization requirements) in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

Elation Systems support, resources and assistance is available online to registered contractors awarded a contract as a result of this bid process for this project and participating registered sub-contractors.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and able to utilize Elation Systems as required.



EXHIBIT F-2

COUNTY OF ALAMEDA THE IRAN CONTRACTING ACT (ICA) OF 2010

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who "engages in investment activities in Iran" is defined in either of two ways:

- 1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- 2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

contract, but I be	company I own or work for are ineligib lieve I or it qualifies for an exception list exception:	ed in PCC §	2202(c), I have described in detail
	VP, Regional General Manager		
CONTRACTOR: PRINCIPAL:	Anne Sullivan	TITLE:	VP, Regional General Manager
SIGNATURE:	DocuSigned by: UNU SULLIVAN 0F03DED2FFBC421	DATE:	6/13/2023