



**Human Resource Services**

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March 13, 2020

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

**SUBJECT: AUTHORIZE THE SEVENTH AMENDMENT TO EXTEND AND INCREASE THE CONTRACT WITH GEOMETRIX DATA SYSTEMS, INC. FOR A LEARNING MANAGEMENT SYSTEM; MASTER CONTRACT NO. 900692; PROCUREMENT CONTRACT NO. 5976; AMOUNT: \$38,878**

Dear Board Members:

RECOMMENDATION:

Authorize the Purchasing Agent to execute Amendment No. 7 (Master Contract No. 900692; Procurement Contract No. 5976) with GeoMetrix Data Systems, Inc. (Principal: Karla Willems; Location: Victoria, BC, Canada) to provide Learning Management System services for all Alameda County departments under the administration of the Alameda County Human Resource Services Training and Education Center, extending the current contract period of 1/15/11 - 3/31/20 by six months until 9/30/20 and increasing the contract amount from \$766,439 to \$805,317 (\$38,878 increase).

DISCUSSION/SUMMARY:

On December 21, 2010, your Board approved (File No. 26863, Item No. 25) a two-year contract with GeoMetrix Data Systems, Inc. to provide a Learning Management System (LMS). Your Board has approved five amendments to the contract, extending the expiration dates to March 31, 2020, and increasing the contract amount to \$766,439 (October 9, 2012, File No. 28300, Item No. 30; December 17, 2013, File No. 28964, Item No. 59; January 5, 2016, Item No. 37; February 26, 2019, Item 56; and August 6, 2019, Item 74). On November 15, 2017, the General Services Agency (GSA) Director, under GSA authority, approved an amendment increasing the contract amount to \$716,600 and extending the expiration date to January 14, 2019.

The LMS provides an efficient and effective registration, tracking, and online learning system for Alameda County departmental training programs. The new LMS replaced aging systems that had been utilized by the Human Resource Services Department (HRSD) and the Social Services Agency (SSA) and is being made available to all Alameda County departments.

The LMS has:

- Enhanced Alameda County's ability to efficiently offer required, recommended, and optional trainings in a single Countywide system;
- Enabled easy access to all employee training records in a single location, even as employees have changed departments;
- Allowed Alameda County to track the completion of mandated training for certain positions; and
- Offered mandated programs in a more efficient and effective manner, thereby reducing Alameda County's liability.

The LMS has been successfully implemented for Countywide training offered through the Training and Education/Conference Center, and for the SSA, Probation Department, and the Health Care Services Agency (HCSA). The roll-outs include utilizing the LMS for training registration with Community Based Organizations in HCSA Behavioral Health Care, other public jurisdictions, and other County departments.

The contract extension will allow the HRSD's Training and Education Center to continue providing online LMS to Alameda County employees. This will also allow additional time for the execution and implementation of the new and updated LMS, which resulted from a new Master Contract No. 901676. HRSD intends to have a period of overlap for the two contracts to ensure all training history is migrated successfully to the new LMS before they terminate access to the old LMS system.

The contract allows for this extension by mutual agreement.

SELECTION CRITERIA/PROCESS:

*HRSD does not have the resources available to create, implement, and maintain a LMS.*

*HRSD worked with the GSA-Procurement and issued a Request for Interest on December 22, 2009. Subsequently, a Request for Proposal (RFP) was developed and electronically mailed on April 16, 2010, to the responding vendors. A total of ten responses to the RFP were received and evaluated by an Alameda County Selection Committee (CSC). As stated in the RFP, a preliminary scoring was performed by the CSC along with GSA-Purchasing, and a shortlist of the top five vendors were invited to oral interviews with the CSC. GeoMetrix, Inc. was the highest scoring qualified vendor and had satisfactory references.*

*As the hosted service is provided to Alameda County via the internet, there are no Small Local Emerging Business (SLEB) subcontracting opportunities available. Therefore, a waiver was granted by Office of Acquisition Policy (SLEB Waiver Number No. 6582, valid through 9/30/20).*

FINANCING:

Appropriations for this increase to the contract are included in the HRSD Fiscal Year 2019-20 Approved Budget. No additional appropriations are required, and there will be no increase in net County cost.

VISION 2026 GOAL:

The LMS meets the 10X goal pathway of **Employment for All** in support of our shared vision of a **Thriving & Resilient Population**.

Respectfully submitted,

DocuSigned by:  
*Joe Angelo*  
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Joe Angelo  
Director, Human Resource Services



Willie A. Hopkins Jr.  
Director, General Services Agency

Attachments

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cc: County Administrator  
Auditor-Controller  
County Counsel

ATTACHMENT

CONTRACT SUMMARY  
LEARNING MANAGEMENT SYSTEM  
MASTER CONTRACT NO. 900692  
JANUARY 15, 2011 – SEPTEMBER 30, 2020

<b>Vendor</b>	<b>Location</b>	<b>Dollar Value of Contract Award</b>	<b>Local/SLEB Participation</b>
GeoMetrix Data Systems, Inc.	240 Bay Street, Victoria, BC V9A3K5 Canada	\$805,317	SLEB Waiver # 6582

**SEVENTH AMENDMENT TO AGREEMENT**

This Seventh Amendment to Agreement (“Seventh Amendment”) is made by the County of Alameda (“County”) and GeoMetrix Data Systems, Inc., (“Contractor”) with respect to that certain agreement entered by them on December 30, 2010 and those certain First, Second, Third, Fourth, Fifth, and Sixth Amendments to Contract, (collectively referred to herein as the “Contract”) pursuant to which Contractor provides learning management system 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 Seventh Amendment, the terms and provisions of this Amendment will be effective as of the date this Seventh Amendment is executed by the County (“Effective Date”).
2. The term of the Agreement is currently scheduled to expire on March 31, 2020. As of the Effective Date, the term of the Agreement is extended through September 30, 2020.
3. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed Thirty-Eight Thousand Eight Hundred Seventy-Eight dollars (\$38,878). Notwithstanding any provisions in the Agreement, if the County determines in its sole discretion that services are no longer necessary, the County will notify the Contractor in writing no later than 5:00 PM (PST) on June 10, 2020. As of the date of that notice, the Agreement shall be terminated. Should the County so terminate the Agreement, Contractor shall provide its invoice for services actually provided to the County, if any, as of the date of the notice. If the County does not provide notice to the Contractor, the Contractor will bill for July to September 2020 for services provided. As a result

of these additional services the not to exceed amount has increased from Seven Hundred Sixty-Six Thousand Four Hundred Thirty-Nine dollars (\$766,439) to Eight Hundred Five Thousand Three Hundred Seventeen dollars (\$805,317) over the term of the Agreement and any amendments.

4. Item 20 of the Standard Services Agreement has been amended as by changing the shall not exceed amount in the last sentence to \$805,317.
5. A Revised Exhibit B, Payment Terms, is attached to this Amendment.
6. Attached here to as Exhibit D, is a current Debarment and Suspension Certificate executed by Contractor.
7. Except as expressly modified by this Seventh Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

GEOMETRIX DATA SYSTEMS,  
INC.

DocuSigned by:  
By: Detra Dillon  
DE9C0172C941490...  
Signature

DocuSigned by:  
By: Justin Hearn  
03A2154334AD4EE...  
Signature

Name: Detra Dillon  
(Printed)

Name: Justin Hearn  
(Printed)

Title: Procurement Administrator

Title: President

Date: 4/1/2020

Date: 3/27/2020

Approved as to Form:

By: [Signature]  
County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

**REVISED EXHIBIT B**  
**PAYMENT TERMS**

1. Except as expressly modified by this Revised Exhibit B, all of the terms and conditions of the original Exhibit B - Payment Terms are and remain in full force and effect.
2. Payment Schedule: County will pay Contractor upon completion and acceptance of goods and services as they are delivered using its best efforts within 30 days upon receipt and approval of invoice.
3. Payment of \$19,439 will be made to Contractor prior to April 15, 2020 in order to continue to provide service for the County through June 30, 2020. Should the County wish to extend the contract from July 1, 2020 to September 30, 2020, payment will be made to Contractor prior to June 30, 2020.
4. The County will pay \$19,439 for the three-month extension (April 1, 2020 – June 30, 2020).
5. The County will pay \$19,439 for the three-month extension (July 1, 2020 – September 30, 2020), if necessary.
6. Invoices will be approved by the Alameda County Human Resource Services – Training and Education Center.
7. Total payment under the terms of this Agreement will not exceed the total amount of Eight Hundred Five Thousand Three Hundred Seventeen dollars (\$805,317). This cost includes all taxes and all other charges.



**EXHIBIT D**

**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.

- Check if continued on attached page. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.
- Check if continued on attached page.

**Notes:** Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Amendment to the Standard Services Agreement. Signing the Amendment to Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Geometrix Data Systems Inc.

PRINCIPAL: Justin Hearn TITLE: President

SIGNATURE:  DATE: 3/27/2020