



Contract Number

20-324 A-1

SAP Number

4400012695 A-1

Real Estate Services Department

Department Contract Representative	<u>Richard Ayala</u>
Telephone Number	<u>(909) 387-5111</u>
Contractor	<u>Robert Stephen Consulting, LLC</u>
Contractor Representative	<u>Robert Stephen</u>
Telephone Number	<u>(925) 824-3123</u>
Contract Term	<u>6/2/2020 – 5/31/25</u>
Original Contract Amount	<u>\$ 767,529</u>
Amendment #1 Amount	<u>\$ 198,350</u>
Total Contract Amount	<u>\$ 965,879</u>
Cost Center	<u>7830001000</u>

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT NO. 1
CONTRACT NO. 20-324
SOFTWARE CONSULTING SERVICES**

This Amendment to Contract No. 20-324 is effective August 22, 2023, between Robert Stephen Consulting, LLC (hereinafter "Contractor") and San Bernardino County, previously referred to as the County of San Bernardino, (hereinafter "County") for software consulting services.

NOW, THEREFORE, the County and Contractor mutually agree as follows:

1. ADD Section B.8 CONSULTANT RESPONSIBILITIES as follows:

Provide three add-on software modules, including On-Site Mobile, Enterprise Move Management, and Enterprise Asset Management to the existing Archibus system platform.

2. ADD Section C.50 California Consumer Privacy Act as follows:

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

3. ADD Section C.51 Political Contributions as follows:

Contractor has disclosed to the County using Attachment D, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

4. REPLACE Section F. FISCAL PROVISIONS, F.1 with the following:

The maximum amount of payment under this Contract shall not exceed \$965,879 (effective 8/22/23) and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

Consultant bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. In no event shall Consultant be entitled to receive compensation for any item of work required of Consultant under the terms of the Contract, which item of work is not performed by Consultant (including Consultant's agents and approved subcontractors).

5. ADD to ATTACHMENT A – Fee Schedule, the following:

ID	SCOPE	QTY	COST (Add-On Modules)
1. Software			
1.1	On-Site Mobile	1	\$ 17,000.00
1.2	Enterprise Move Management	1	\$ 15,000.00
1.3	Enterprise Asset Management	1	<u>\$ 23,000.00</u>
			\$ 55,000.00
2. Services			
2.1	Reporting & Notifications		
	Meetings	3-12	\$ 2,200.00
	Configurations	1-6	\$ 3,300.00
	Training	3-9	\$ 4,840.00
2.2	Property/Building Mgmt.		
	Meetings	3-12	\$ 2,500.00
	Configurations	1-6	\$ 3,750.00
	Training	3-9	\$ 5,500.00
2.3	Mobile Applications		
	Meetings	3-12	\$ 4,000.00
	Configurations	1-6	\$ 20,000.00
	Training	3-9	\$ 10,000.00
2.4	Asset Management		
	Meetings	3-12	\$ 5,000.00
	Configurations	1-6	\$ 30,000.00
	Training	3-9	\$ 10,000.00
2.5	Capital Planning		
	Meetings	3-12	\$ 2,000.00
	Configurations	1-6	\$ 3,000.00
	Training	3-9	\$ 4,400.00
2.6	Real Property & Leasing		
	Meetings	3-12	\$ 1,800.00
	Configurations	1-6	\$ 2,700.00
	Training	3-9	\$ 3,960.00
2.7	Energy Management		
	Meetings	3-12	\$ 2,000.00
	Configurations	1-6	\$ 3,000.00
	Training	3-9	\$ 4,400.00
2.8	External System Needs		

Meetings	3-12	\$ 1,300.00
Configurations	1-6	\$ 1,950.00
Training	3-9	\$ 2,860.00
2.9 Upgrade to 2023.2	1	\$ 35,000.00
3. Hardware Consulting		
Optimizing the Archibus Architecture	1	\$ 9,480.00
Preferred Client Discount		(\$35,590.00)
Total		\$ 198,350.00

Installation and implementation of the modules will be complete on or before the following deadlines:

- Upgrade & Infrastructure – October 27, 2023
- On-Site Mobile Application – 12/18/2023
- Asset Management Console – 1/31/2024
- Asset Management – Warranties & Service Contracts – 2/29/2024
- Equipment & Asset Management Mobile Application – 3/29/2024
- Move Management Module – 4/30/2024

6. ADD Attachment D, SB 1439 Contractor Information Report.

7. All other terms and conditions of this Contract shall remain the same.

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

[Signatures on the Following Page]

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Amendment to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

AUG 22 2023

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD



Lynria Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By Cyrene Deputy

ROBERT STEPHEN CONSULTING, LLC

By ► [Signature]
(Authorized signature - sign in blue ink)

Name Robert Stephen
(Print or type name of person signing contract)

Title CEO
(Print or Type)

Dated: 08/16/2023

Address 3070 Pine Valley Rd
San Ramon, CA 94583

FOR COUNTY USE ONLY

Approved as to Legal Form
► See Attached
Katherine Hardy, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► _____
Jennifer Costa, Chief of Facilities Management
Project & Facilities Management Department
Date _____

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Amendment to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

ROBERT STEPHEN CONSULTING, LLC

► _____

By ► Robert Stephen
(Authorized signature - sign in blue ink)

Dawn Rowe, Chair, Board of Supervisors

Name Robert Stephen
(Print or type name of person signing contract)

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Title CEO
(Print or Type)

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

Dated: 07/31/2023

Address 3070 Pine Valley Rd.
San Ramon, CA 94583

FOR COUNTY USE ONLY

Approved as to Legal Form
► [Signature]
Katherine Hardy, Deputy County Counsel

Reviewed for Contract Compliance
► _____

Reviewed/Approved by Department
Jennifer Costa
C=US, E=Jennifer.costa@res.sbcounty.gov,
OU=Project & Facilities Management,
CN=Jennifer Costa
2023.08.01 09:57:23 -0700
► [Signature]
Jennifer Costa, Chief of Facilities Management
Project & Facilities Management Department

Date 8-1-23

Date _____

Date _____



ATTACHMENT D

Senate Bill 1439

Contractor Information Report

DEFINITIONS

Actively supporting the matter: (a) Communicate directly, either in person or in writing, with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] with the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

One business entity has a controlling ownership interest in the other business entity;

there is shared management and control between the entities; or

a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

Name of Contractor:

Robert Stephen Consulting, LLC

Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

Robert Stephen

Name of agent of Contractor:

Company Name	Agent(s)
N/A	N/A

Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact
N/A	N/A

Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A	N/A	N/A

Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes

No

Name of any known individuals/companies who are not listed in Questions 1-5, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	N/A

Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No If no, please skip Question No. 9 and sign and date this form.

Yes If yes, please continue to complete this form.

Name of Board of Supervisor Member or other County elected officer: _____

_____ Name of Contributor: _____

_____ Date(s) of Contribution(s): _____

_____ Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members/County elected officer to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.