

**AMENDMENT NO. 7 TO MASTER CONTRACT FOR AN AUTOMATED VEHICLE
LOCATION SYSTEM, HOSTED SOFTWARE, AND SERVICES AGREEMENT
BETWEEN SNOHOMISH COUNTY AND CALAMP RADIO SATELLITE
INTEGRATORS, INC.**

Snohomish County hereinafter referred to as the "County" and the undersigned, hereinafter referred to as the "Contractor", desire to amend the contract executed on August 29, 2012, as amended by Amendment No. 1 on December 11, 2012, Amendment No. 2 on October 8, 2013, Amendment No. 3 on September 29, 2014, Amendment No. 4 on October 13, 2014, Amendment No. 5 on February 4, 2015, and Amendment No. 6 on May 13, 2015, and identified as the Master Contract For An Automated Vehicle Location System, Hosted Software, And Services Agreement Between Snohomish County And CalAmp Radio Satellite Integrators, Inc. (the "Master Contract").

WHEREAS, the Contractor has changed its corporate name to CalAmp Radio Satellite Integrators, Inc., and re-incorporated from the State of Florida a State of Delaware corporation, with a Washington Department of Revenue taxpayer registration number UBI# 602772009, and

WHEREAS, the parties wish to amend the Agreement to reflect the corporate name change,

All provisions in the original contract remain in effect except as expressly modified by this amendment.

The changes to the contract are described below.

1. The name "CalAmp Radio Satellite Integrators, Inc." shall be substituted for "Radio Satellite Integrators, Inc." wherever it appears throughout the previously amended Agreement.

2. The first paragraph of section 5. Term of Agreement, is amended to read as follows:

5. TERM OF AGREEMENT.

The Initial Term of the Agreement shall commence upon execution and continue for five (5) years from the date of Acceptance of the System (Initial Term), and may be extended by the County for ~~((two (2)))~~ one (1) additional ~~((one (1)))~~ five (5) year ~~((option terms by providing written notice))~~ Renewal Term by written agreement signed by all parties and subject to termination as provided in this Agreement.

3. Paragraph B. of section 5. Term of Agreement, is amended to read as follows:

5. TERM OF AGREEMENT.

B. The maximum term for this Agreement, consisting of the initial term and all ~~((option terms))~~ renewal terms, is ~~((seven (7)))~~ ten (10) years from Acceptance unless extended by written agreement signed by all parties.

4. Paragraph A section 8. Price and Payment, is amended to read as follows:



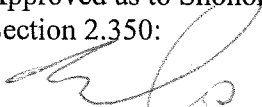
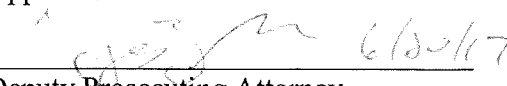
8. PRICE AND PAYMENT.

A. During the initial term of the Agreement, the County shall pay the Contractor One Hundred Fifty Seven Thousand Forty Five Dollars (\$157,045.00) for the Deliverables required to be provided by the Contractor through the end of the Warranty Period as stated in the schedule of payments described in Exhibit A. Costs for additional equipment provided by the Contractor shall not exceed Seventy Three Thousand Four Hundred Thirty Three Dollars (\$73,433). Annual recurring charges for software subscription, support and maintenance services in years 2 through 5 shall not exceed a total of Five Hundred Ninety Two Thousand Eight Hundred Six Dollars (\$592,806). Washington State Sales Tax will be charged by the Contractor and paid by the County, in an amount calculated at 8.6% at a total not to exceed Seventy Thousand Eight Hundred Three Dollars (\$70,803).

During the renewal term of the Agreement, the County shall pay the Contractor for the following costs as described in Exhibit A. Annual recurring charges for software subscription, support and maintenance services in years 6 through 10 shall not exceed a total of Four Hundred Twenty Nine Thousand Six Hundred Ninety Six Dollars (\$429,696). Washington State Sales Tax will be charged by the Contractor and paid by the County, in an amount currently calculated at 8.9% at a total not to exceed Thirty Eight Thousand Two Hundred Forty Three Dollars (\$38,243).

5. Section 13 Costs, of Exhibit A, is deleted in its entirety and replaced with Section 13 of Revised Exhibit A, which is attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the parties execute this Amendment No.7 this 22 day of June, 2017.

COUNTY OF SNOHOMISH:	CONTRACTOR:
 By: Dave Somers Snohomish County Executive	 By: Brian Burda Title: V.P. Professional Services
Approved as to Snohomish County Code Section 2.350:  By: Trevor Esko Director of Information Technology	
Approved as form:  6/20/17 Deputy Prosecuting Attorney	

COUNCIL USE ONLY	
Approved:	<u>7.26.17</u>
Docfile:	<u>D.7</u>

13 Costs

A. Initial Term Costs

04/22/15



Snohomish County
Price Proposal - RFP 13-11
GPS-AVL Tracking System

RSI HOSTED

IN VEHICLE EQUIPMENT				
quantity		per unit		total
178	RSI MOBILE UNITS <i>RSI Mobile Units Configured for AT&T GPRS Includes: GPS/RF Antennas, Mount, and Cabling QTY discount: \$315 each for qty over 225.</i>	\$	350 each	\$ 62,300
5	SPARE RSI MOBILE UNITS	\$	350 each	\$ 1,750
14	Dickey-JohnSpreader/Controller Interface Add-on <i>*may be compatible but different unit from above.</i>	\$	595 each	\$ 8,330
4	Raven Anti-Icing DCS410 Controller Interface Add-on <i>*may be compatible but different unit from above.</i>	\$	595 each	\$ 2,380

TRAINING & OTHER START UP COSTS				
quantity		per unit		total
4	DAYS OF ON-SITE SYSTEM TRAINING <i>Includes software and installation training.</i>	\$	1,250 each	\$ 5,000
1	LOT TRAVEL	\$	1,500 each	\$ 1,500
1	LOT SHIPPING	\$	1,250 each	\$ 1,250

TOTAL START UP COSTS \$ 82,510

ADDITIONAL IN VEHICLE EQUIPMENT				
quantity (up to but not exceeding)		per unit		total
42	RSI MOBILE UNITS	\$	350 each	\$ 14,700
148	RSI MOBILE UNITS (discount) <i>RSI Mobile Units Configured for AT&T GPRS Includes: GPS/RF Antennas, Mount, and Cabling QTY discount: \$315 each for qty over 225 (combined total).</i>	\$	315 each	\$ 46,620
11	SPARE RSI MOBILE UNITS	\$	315 each	\$ 3,465
0	Dickey-JohnSpreader/Controller Interface Add-on <i>*may be compatible but different unit from above.</i>	\$	- each	\$ -
0	Raven Anti-Icing DCS410 Controller Interface Add-on <i>*may be compatible but different unit from above.</i>	\$	- each	\$ -
12	RSI CUSTOMIZED GARMIN NUVI MDTs w/ Navigation <i>Customized messaging and navigation device Includes Mount, Cabling, & Customization</i>	\$	595 each	\$ 7,140
201	SHIPPING (per unit)	\$	7.50 each	\$ 1,508

MAXIMUM ADDITIONAL EQUIPMENT COSTS \$ 73,433

MONTHLY RSI WEB TRACKING SERVICE FEES				
quantity (up to but not exceeding)		per unit		total
377	RSI AVL WEB SAS TRACKING MONTHLY FEE Includes Web browser tracking & reporting and wireless plan. Hosted off site by RSI Fees based on per vehicle per month Assumes 30 second update rate QTY discount: \$32 per month for qty over 225 (\$35 per month if qty drops below 225). Service fee rates will remain fixed for the life of the contract. (min. 100 vehicles)	\$	32 each	\$ 12,064

PUBLIC FACING AVL MAP FEES				
quantity		per unit		total
1	PUBLIC FACING AVL MAP ANNUAL FEE As per specification in SOW. Hosted off site by RSI Annual Fee for All Vehicles Includes maintenance and support	\$	15,000 each	\$ 15,000

RSI will honor all prices listed above for the duration of the contract plus optional extensions
Includes all manuals and documentation
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B. Renewal Term Costs

04/26/17



Snohomish County
New Contract- 5 year extension
GPS-AVL Tracking System

MONTHLY WEB TRACKING SERVICE FEE				
quantity (up to but not exceeding)		per unit		total
384	CALAMP AVL WEB SAAS TRACKING MONTHLY FEE Includes Web browser tracking & reporting and wireless plan. Fees based on per vehicle per month Assumes 30 second update rate	\$	29.00 each	\$ 11,136.00

ADDITIONAL IN VEHICLE EQUIPMENT				
quantity		per unit		total
0	CALAMP LMU MOBILE UNITS CalAmp LMU Mobile Units Configured for Cellular Includes: Antennas, Mount, and Cabling	\$	195.00 each	\$ -
0	Dickey-John Spreader/Controller Interface Add-on	\$	495.00 each	\$ -
0	Raven Anti-Icing DCS410 Controller Interface Add-on	\$	495.00 each	\$ -
0	Interface to existing sensor (plow, broom, PTO, etc.)	\$	50.00 each	\$ -



Snohomish County
New Contract- 5 year extension
GPS-AVL Tracking System

OTHER COSTS				
quantity (up to but not exceeding)		per unit		total
384	EXTENDED ANNUAL WARRANTY ON RSI/CALAMP MOBILE UNITS <i>Applies to existing units and new units after year one.</i>	\$	25.00 each	\$ 9,600.00

ADDITIONAL SYSTEM OPTIONS				
TBD quantity		per unit		total
0	INSTANT CRASH NOTIFICATION (ICN)- Additional Monthly Fee per Unit	\$	2.00 each	\$ -
0	Light Duty Diagnostic Interface (OBD-II)	\$	75.00 each	\$ -
0	Heavy Duty Diagnostic Interface (Jbus)	\$	95.00 each	\$ -
0	Dash Mounted Panic Button	\$	50.00 each	\$ -
0	Wireless Handheld Panic Button	\$	135.00 each	\$ -
0	RF ID Reader (Driver ID)	\$	275.00 each	\$ -
0	Driver ID iButton Key Fob Reader + Fob	\$	65.00 each	\$ -
0	Additional iButton Key Fobs	\$	4.00 each	\$ -
0	TTU Asset Tracking Device (Battery equipped)	\$	250.00 each	\$ -
0	LTE Broadband WiFi Router & AVL Device	\$	475.00 each	\$ -
0	MOBILE UNIT INSTALLATION	\$	125.00 each	\$ -
0	CALAMP CUSTOMIZED GARMIN MDT <i>Customized messaging and navigation device</i> <i>Includes Mount, Cabling, & Configuration</i>	\$	495.00 each	\$ -

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Does not include any applicable sales tax.

Bonding may incur additional fees.

Minimum Order Quantities may apply for some products.

Includes all manuals and documentation

Requires 60 month minimum commitment, early termination fees may apply.