



AGENDA ITEM \_\_\_ March 17, 2026

February 13, 2026

Honorable Board of Supervisors  
County Administration Building  
1221 Oak Street, Room 536  
Oakland, CA 94612

**SUBJECT: APPROVE A SECOND AMENDMENT WITH GREY WALL SOFTWARE DBA VEOCI, INC TO PROVIDE EMERGENCY MANAGEMENT SOFTWARE AND PROFESSIONAL SERVICES**

Dear Board Members:

**RECOMMENDATION:**

Approve a second amendment (Procurement Contract No. 23075) with Grey Wall Software, LLC (dba VEOCI, Inc.), (Principal: Sukh Grewal; Location: New Haven, Connecticut), to provide emergency management software and standard consultation and professional services, from 12/1/19 – 12/23/25 to a retroactive term ending 12/23/26, and increasing the not to exceed amount from \$923,143.75 to \$1,064,000 (an increase of \$140,856.25).

**DISCUSSION/SUMMARY:**

On December 17, 2019, your Board approved (Item No. 77) a Standard Services Agreement with Grey Wall Software LLC in the amount of \$800,000 for the service period 12/1/19 – 12/1/24, with an option to extend for an additional 2 years upon mutual agreement for the purchase of emergency management software and training services.

On December 21, 2020, your Board approved (File No. 30723, Item No. 26) a consent of contract assignment from Grey Wall Software, LLC to VEOCI, Inc., a wholly owned subsidiary of Grey Wall Software, LLC., with no change to contract term and no change in the contract amount of not to exceed \$800,000.

On January 14, 2025, your Board approved (File No. 31439, item No. 26) the first amendment with Grey Wall Software (dba VEOCI, Inc) for the service period 12/23/19 – 12/23/25, and increasing the not to exceed amount from \$800,000 to \$923,143.75 (an increase of \$123,143.75) for emergency management software and training services.

The Alameda County Office of Emergency Services (OES) uses the VEOCI software to manage major emergencies, crises and critical events. Under this amendment, OES will be able to register a maximum of eight hundred fifty (850) users. This software will also allow OES the ability to automatically send and receive SMS messages to global phone numbers as needed in the case of emergencies. It can also use text to speech conversion to read aloud messages and has the ability to interact with Cal OES.

**SELECTION CRITERIA/PROCESS:**

*The Sheriff's Office requested and received Piggyback approval on 4/8/2019 from the General Services Agency (GSA) Purchasing Department. It was determined that the competitive bidding process is waived for the purchase of emergency management software and training services as a result of the review and approval of the piggyback acceptance.*

*A Finding of non-competition - Sole source # 11672 was received from the General Services Agency (GSA) Purchasing Department on 2/11/2026. It was determined that the competitive bidding process is not possible for the purchase of renewal of emergency management software and training service as a result of the sole source approval.*

*The contract is federally funded through the Fiscal 2023 Homeland Security Grant Program and 2024 Homeland Security Grant Program. A Federal Grants SLEB waiver #1507-A2 was granted by the Alameda County Auditor-Controller Agency, Office of Contract Compliance and Reporting (OCCR) in the amount of \$1,064,000 (an increase of \$140,856.25), which is valid through December 23, 2026.*


**FINANCING:**

The total cost of the amendment contract, including standard consultation and professional services in the amount of \$8,856.25 will be offset with funding from the 2023 Homeland Security Grant, the remaining \$132,000 will be offset from 2024 Homeland Security Grant. The costs associated with this agreement are included in the Sheriff's Office FY 2025-2026 approved budget. There will be no increase in net County cost as a result of your approval.

**VISION 2036 GOAL:**

The purchase of emergency management software and training services meets the 10X goal pathways of **Crime Free County** in support of our shared visions of **Safe and Livable Communities** and **Thriving and Resilient Population.**

Respectfully submitted,

Signed by:  
  
7B228C093FF04FA...

for

Yesenia Sanchez  
Sheriff-Coroner

**SECOND AMENDMENT TO STANDARD SERVICES AGREEMENT**

This Second Amendment to Standard Services Agreement ("Second Amendment") is made by the County of Alameda ("County") and Grey Wall Software, LLC dba Veoci.com, ("Contractor") with respect to that certain agreement entered by them on December 24, 2019 (referred to herein as the "Agreement") pursuant to which Contractor provides Emergency management software 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 12/23/2025. As for the Effective Date, the term of the Agreement is extended through 12/23/2026.
3. In consideration for Contractor's additional services, the County shall pay Contractor in an additional amount not to exceed one hundred forty thousand and eight hundred fifty-six and 25/100 (\$140,856.25). As a result of these additional services the not to exceed amount has increased from nine hundred twenty-three thousand one hundred forty-three & 75/100dollars (\$923,143.75) to one million sixty-four thousand and 00/100 (\$1,064.00.00) over the term of the Agreement and any amendments
4. Paragraph 20 of the Agreement has been amended by changing they shall not exceed amount in the last sentence to \$1,064.000.00.
5. Exhibit B-1, Payment Terms, is attached to this Amendment.
6. Attached hereto is Exhibit C-1, the current insurance requirements.
7. 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 First Amendment.

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: David G. Haubert  
Signature

By: Brigitte Girard  
Signature

Name: DAVID G. HAUBERT  
(Printed)

Name: Brigitte Girard  
(Printed)

Title: President of the Board of Supervisors

Title: CFO

Date: 3/19/2026

Date: 11/19/2025

Approved as to Form:  
Donna R. Ziegler, County Counsel

Signed by:  
By: Christianson, Clay J. 11/7/2025  
Clay J. Christianson  
Deputy County Counsel

By signing above, the 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.



**Procurement Contract No. 23075**

**EXHIBIT B-1**

**PAYMENT TERMS**

- 1. Except as expressly modified by this Exhibit B-1, all the terms and conditions of the original Exhibit B - Payment Terms are and remain in full force and effect.**
- 2. County will make payment to Contractor for services listed within 45 days of receipt of an invoice based upon the services and amount specified below in item 4 of this exhibit B-1.**
- 3. Total cost and charges for the first year of the contract were \$123,143.75.**
- 4. The Total cost and charges for this Second Amendment are \$ 140,856.25.**

EXHIBIT C-1

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting other obligation or liability under this agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsement:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
<b>A Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B Commercial or Business Automobile Liability</b> All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees</b>	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D Endorsements and Conditions:</b> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or selfinsurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li>5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:                         <ul style="list-style-type: none"> <li>- Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>- Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	

EXHIBIT D-1

COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

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

- It 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: 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 the signature of this Certification.

<b>CONTRACTOR (COMPANY):</b> <u>Grey Wall Software, LLC</u>
<b>NAME/TITLE OF AUTHORIZED SIGNER:</b> <u>Brigitte Girard, CFO</u>
<b>SIGNATURE:</b> <u><i>Brigitte Girard</i></u> <b>DATE:</b> <u>11/19/2025</u>



**Instructions to Departments:**

1. Complete items 1-5 of the Federal Grant Funds SLEB Waiver Request Form (110-17).
2. Check applicable box (A, B, or C) in item 6 to: A - Solicit Bids, B - Award Contract/Issue PO or C - Renew/Amend Contract.
3. Attach the following required supporting documents to the 110-17:
  - a. A copy of the Board letter(s) approving acceptance/expense of the grant funds. (Check Box #3 on form 110-17).
  - b. As needed, a copy of the Federal Regulation that specifically prohibits geographical preferences. (Check box #4 on form 110-17).
  - c. A copy of sub grant documents if the Federal grant funds are sub granted or passed through the State to the County where State law prohibits geographical preferences. (Check box #5 on form 110-17).
4. Submit 110-17 and supporting documents preferably via email at [OCCR@ccgov.org](mailto:OCCR@ccgov.org) or to Auditor-Controller Agency, Office of Contract Compliance & Reporting (OCCR) at QIC 20111.
5. Approved waivers will be issued a Federal Grant Funds SLEB Waiver number, signed, dated and returned via email to requesting departments.
6. Departments must
  - a. Submit a copy of the approved 110-17 to the General Services Agency (GSA) when requesting contracting opportunities to be advertised.
  - b. Provide a copy of the approved 110-17 to the Auditor-Controller and/or GSA when requesting purchase orders to be issued or a procurement contract to be approved/amended.
  - c. Enter the approved Federal Funds SLEB Waiver number in ALCOLINK Procurement Contract module, Sub-Contractor Compliance selection.
7. All other County procurement policies and procedures remain the same (i.e. competitive bidding, sole source, Board approval, etc.).
8. Denied waivers will indicate the reason for denial, be signed, dated and returned via email to the Requesting Department.
  - a. Procurement Contracts will be processed in accordance with the standard County competitive process and Local and SLEB provisions.
9. Once a waiver is approved to solicit bids, it is not necessary to complete a new 110-17 to award a contract and issue a PO (see 110-17 item 6B) for the same procurement. Likewise, if a waiver has already been approved to award a contract/issue a PO, it is not necessary to submit a new 110-17 to amend it.
  - a. The initially approved 110-17 may be submitted with item 6B completed to award a contract; both 6B and 6C must be completed to amend a contract. OCCR will sign in the appropriate item 6 box and assign an applicable Federal Grant Funds SLEB Waiver number.
  - b. The Federal Grant Funds SLEB Waiver number received is required to be entered by departments in the ALCOLINK Procurement Contract module (a unique number will be issued on the 110-17 by OCCR to indicate approval).
10. Maintain copies of pertinent approved 110-17s in the procurement contract file for audit purposes.

Please see the [Federal Grant Funds SLEB Waiver Procedure](#) in the Document Center for additional information or contact [OCCR](#).



**February 11, 2026**

**TO:** Detra Dillon, Procurement Administrator, General Services Agency  
**FROM:** *Tarana Malmirchegini*, Procurement & Contracts Specialist  
**SUBJECT:** FINDING OF NON-COMPETITION – SOLE SOURCE # **11672**  
PURCHASE FROM **GREY WALL SOFTWARE, LLC. DBA: VEOCI**  
LOCATED IN **NEW HAVEN, CT**

This is to document my finding that competitive bidding is not possible for the purchase of *renewal of emergency management software* in the amount of **\$140,856.25** for the approximate term from **02/12/2026** to **12/23/2026** for *Sheriff's Office*.

The County Administrative Code Section 4.12.010 promotes competition for the purchase of goods and services. There may be instances which require exceptions as noted in the County of Alameda Sole Source Policy: *Section V. Approved Exceptions to the County Competitive Procurement Policy - Item A. Computer Software License Renewals.*

Per the Departmental Justification to Request a Waiver of County Competitive Bidding Requirement the requested *Goods* and supplier cannot be substituted. *VEOCI is a proprietary emergency management software platform used by the County of Alameda as its Operational Area coordination system. The platform is utilized by all 14 cities within the County, the California Office of Emergency Services, and multiple regional partners, ensuring interoperability and consistent coordination during emergencies. Renewal of this software is essential to maintain the County's ability to effectively respond to emergencies and crisis events.*


The Independent Cost Estimate was completed by *Sheriff's Office* in the amount of **\$140,856.25**. This procurement is deemed to be fair and reasonable and is recommended for your approval.

*Sheriff's Office* is to submit an ALCOLINK requisition and supporting documentation to GSA-Procurement or obtain approvals to order directly in accordance with County procurement procedures.

GSA Procurement:

Approved:   
Detra Dillon, Procurement Administrator

2/11/2026

For supporting documentation see salesforce bid waiver record # **11672** 



**Alameda County Auditor-Controller Agency, Office of Contract Compliance & Reporting (OCCR)  
FEDERAL GRANT FUNDS SMALL LOCAL EMERGING BUSINESS (SLEB) WAIVER REQUEST**

REQUIRED TO SOLICIT BIDS/PROPOSALS AND AWARD/AMEND CONTRACTS THAT INCLUDE FEDERAL GRANT FUNDS THAT PROHIBIT GEOGRAPHICAL PREFERENCES  
**DIRECTIONS:** Please refer to the reverse side of this form for instructions. Submit completed form with supporting documents to Auditor-Controller Agency, OCCR, at QIC 20111 or via email at [OCCR@acgov.org](mailto:OCCR@acgov.org).

1. **A.** Requesting Department Name: Sheriffs Office
- B.** Contact First / Last Name: Nina Mendoza QIC: 81501 Email Address: nmendoza@acgov.org Phone #: 925-803-7866
2. Procurement Description: VEOCI- Emergency Management Software - to send and receive SMS messages for emergencies CFDA\* No.: 97.067
3.  **Board letter(s) approving acceptance/expenditure of grant funds for the procurement described above is required.** Check box #3 to confirm Board letter(s) is attached.
4.  **Enter the Code of Federal Regulations (CFR) number in 4A below** and check box #4 to indicate if the Federal regulation is attached (as needed) and specifically prohibits geographical preferences from the procurement described above.  
**A. Federal Regulation Name/Number:** 2CFR-200-313
5.  Check box #5 to indicate that the Federal grant funds are sub granted or passed through the State to the County where State laws prohibit geographical preferences from the procurement described above and that the sub grant documents are attached. **Enter State regulation name and number below.**  
**A. State Regulation Name/Number:** 2CFR-200-313
6. Select and check appropriate box below to indicate reason for waiver request:

<p><b>A.</b> <input type="checkbox"/> <b>Solicit Bids</b> with County Counsel approved modified SLEB Provisions</p> <p>Waiver Request Date ____/____/____</p> <hr/> <p><b>Department Head Signature</b> _____ <b>Date</b> _____</p> <hr style="border-top: 1px dashed red;"/> <p><input type="checkbox"/> Request approved by OCCR Date: _____</p> <p>OCCR Signature _____</p> <p>Waiver Expiration Date ____/____/____</p> <p>Federal Grant Funds SLEB Waiver <span style="border: 1px solid black; padding: 2px 10px;">#F</span></p> <p><input type="checkbox"/> Request denied by OCCR</p> <p>Reason: _____</p>	<p><b>B.</b> <input checked="" type="checkbox"/> <b>Award Contract/Issue PO</b></p> <p>Waiver Request Date ____/____/____</p> <p>1) Contractor Name/City: <u>Gray Wall Software</u> <u>dba Veoci / New Haven, CT</u></p> <p>2) Total Contract Value: \$ <u>923,143.75</u></p> <p>3) Contract Start Date: <u>12 / 23 / 19</u></p> <p>4) Contract End Date: <u>12 / 23 / 25</u></p> <p>5) Procurement Contract #: <u>23075</u></p> <hr/> <p><b>Department Head Signature</b> _____ <b>Date</b> _____</p> <hr style="border-top: 1px dashed red;"/> <p><input type="checkbox"/> Request approved by OCCR Date: _____</p> <p>OCCR Signature _____</p> <p>Waiver Expiration Date ____/____/____</p> <p>Federal Grant Funds SLEB Waiver <span style="border: 1px solid black; padding: 2px 10px;">#F</span></p> <p><input type="checkbox"/> Request denied by OCCR</p> <p>Reason: _____</p>	<p><b>C.</b> <input type="checkbox"/> <b>Contract Renewal/Amendment</b></p> <p>Waiver Request Date: <u>10 / 06 / 2025</u></p> <p><input type="checkbox"/> Amended Contract End Date: <u>12 / 23 / 2026</u></p> <p><input type="checkbox"/> Increase Amount: \$ <u>140,856.25</u></p> <p><input type="checkbox"/> Total Amended Amount: \$ <u>1,064,000.00</u></p> <p><input type="checkbox"/> Procurement Contract #: <u>23075</u></p> <p><b>Complete section B (at left) as needed.</b></p> <p><u>Kathy Martins</u> _____ <b>Date</b> <u>10/29/2025</u></p> <hr style="border-top: 1px dashed red;"/> <p><b>Department Head Signature</b> _____ <b>Date</b> _____</p> <p><input checked="" type="checkbox"/> Request approved by OCCR Date: <u>11/05/25</u></p> <p><u>Lena Lee</u> _____</p> <p>OCCR Signature _____</p> <p>Waiver Expiration Date <u>12 / 23 / 26*</u></p> <p>Federal Grant Funds SLEB Waiver <span style="border: 1px solid black; padding: 2px 10px;">#F 1507-A2</span></p> <p><input type="checkbox"/> Request denied by OCCR</p> <p>Reason: _____ *(grant funds to</p>
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\* CFDA = Catalog of Federal Domestic Assistance

See waiver #F<sup>1507-A1</sup> for supporting documentation

be expended by 05/31/26)