



ALAMEDA COUNTY
AUDITOR-CONTROLLER AGENCY
STEVE MANNING
AUDITOR-CONTROLLER/CLERK-RECORDER

April 30, 2018

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

Dear Board Members:

SUBJECT: EXTEND AND INCREASE THE CONTRACTS FOR THE AUDIT SERVICES POOL, REQUEST FOR QUOTATION NO. 901332; AMOUNT \$300,000

RECOMMENDATION:

Approve an extension and increase to Master Contract No. 901332, Procurement Contract Nos. 11633, 11634, 11636, 11639, and 11688, extending the term of May 22, 2018, by one year through May 21, 2019, and increasing the pool contract amount from \$800,000 to \$1,100,000 (\$300,000 increase) with the following suppliers to provide audit services to the County of Alameda:

- A. Grant & Smith, LLP (Principal: Miranda Beasley, Location: Oakland), Procurement Contract No. 11634;
- B. Michael R. Blanks, CPA Accountancy Corporation (Principal: Michael Blanks, Location: Oakland), Procurement Contract No. 11636;
- C. Patel & Associates, LLP (Principal: Ramesh C. Patel, Location: Oakland), Procurement Contract No. 11633;
- D. Williams, Adley & Co.-CA, LLP (Principal: Robert H. Griffin, Location: Oakland), Procurement Contract No. 11639; and
- E. Macias Gini & O'Connell LLP (Principal: David Bullock, Location: Oakland), Procurement Contract No. 11688.

DISCUSSION/SUMMARY:

On May 12, 2015, your Board approved a three-year contract with five suppliers to provide audit services. The Auditor-Controller Agency develops and maintains the County's accounting functions which require audit and related services including, but not limited to, financial audits, attestation engagements, performance audits, and non-audit services (i.e. non-assurance-type engagements). These audits or services need to be performed in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

Due to the high volume of audit work, the Auditor-Controller Agency requires a pool of local audit firms to provide audits and related services on an as-needed basis to supplement internal audit resources. The contract allows for this extension by mutual agreement.

SELECTION CRITERIA/PROCESS:

The Alameda County Auditor-Controller Agency has determined that the County does not currently have the resources to provide the Audit Services.

The Alameda County Auditor-Controller Agency worked with General Services Agency (GSA)-Procurement & Support Services to develop and issue a Request for Quotation (RFQ). The RFQ was issued on January 21, 2015, posted on the website for 56 days and sent to 3,711 subscribers to the E-Subscribe Professional Services-Current Contract Opportunities emailing service. Two networking/bidders conferences were held and were attended by five suppliers.

A pool of five bidders meeting the requirements of the RFQ were recommended for award; four Small Local Emerging Businesses (SLEB) and one local firm subcontracting 20% with SLEB subcontractors. The local supplier, Macias Gini & O'Connell LLP (MGO), will continue subcontracting with certified SLEBs, Kevin Harper (Small, #10-00133, expires April 30, 2020) and Patel & Associates, LLP (Small, #02-90013, expires June 30, 2020), during the contract extension period, who will provide additional support staff for audits. MGO SLEB participation is currently at 11.87%. They have provided their schedule of pending audit work confirming that they will meet the 20% SLEB requirement during the contract term extension. The Auditor-Controller Agency is satisfied with the work performed by this pool of suppliers.

FUNDING:

Appropriations for this contract are included in the Alameda County Auditor-Controller Agency Fiscal Year 2018-19 Requested Budget and will be requested in future budget years. No additional appropriations are required, and there will be no increase to net County cost.

Respectfully submitted,

A handwritten signature in black ink that reads "Steve Manning". The signature is written in a cursive, flowing style.

Steve Manning
Auditor-Controller/Clerk Recorder

Attachment

cc: Susan S. Muranishi, County Administrator
Donna R Ziegler, County Counsel

CONTRACT SUMMARY
AUDIT SERVICES POOL - RFQ No. 901332
May 22, 2015 – May 21, 2019

| Vendor | Location | Pooled Dollar Value of Contract Award | Local Participation | | SLEB Participation | |
|--|--|---|---------------------|----------------|--------------------|----------------|
| | | | % | \$ Estimate | % Required | \$ Estimate |
| Patel & Associates, LLP Certification No. 02-90013 (S) Valid thru: 06/30/20 | 266 17 th Street, Suite 200 Oakland, CA 94612 | \$1,100,000 | 100% | \$220,000 | 100% | \$220,000 |
| Grant & Smith, LLP Certification No. 09-00098 (S) Valid thru: 03/31/20 | 1300 Clay Street, Suite 1015 Oakland, CA 94612 | | 100% | \$220,000 | 100% | \$220,000 |
| Williams, Adley & Co. - CA, LLC Certification No. 02-89970 (S) Valid thru: 03/31/20 | 1330 Broadway, Suite 1825 Oakland, CA 94612 | | 100% | \$220,000 | 100% | \$220,000 |
| Michael R. Blanks CPA Accountancy Corporation Certification No. 10-00210 (S) Valid thru: 06/30/19 | 1448 Madison Street, #210 Oakland, CA 94612 | | 100% | \$220,000 | 100% | \$220,000 |
| Macias Gini & O'Connell LLP See SLEB Subcontractor Information Below | 505 14 th Street, 5 th Floor Oakland, CA 94612 | | 100% | \$220,000 | 20% | \$ 44,000 |
| | | | | | | |

CONTRACT SUMMARY TO DATE

05/22/15 – 04/30/18

| Vendor | Location | \$ Paid to Prime | Achieved Participation to Date | | | |
|-----------------------------|-------------|------------------|--------------------------------|-----------|---------------------------|-----------|
| | | | Local Participation | | Small/Local Participation | |
| | | | % | \$ | % | \$ |
| Patel & Associates, LLP | Oakland, CA | \$ 86,520 | 100% | \$ 86,520 | 100% | \$ 86,520 |
| Grant & Smith, LLP | Oakland, CA | \$ 55,335 | 100% | \$ 55,335 | 100% | \$ 55,335 |
| Williams, Adley & Company | Oakland, CA | \$141,782 | 100% | \$141,782 | 100% | \$141,782 |
| Michael R. Blanks, CPA | Oakland, CA | \$ 56,866 | 100% | \$ 56,866 | 100% | \$ 56,866 |
| Macias Gini & O'Connell LLP | Oakland, CA | \$405,945 | 100% | \$405,945 | 11.87% | \$ 48,220 |

SLEB SUBCONTRACTOR ACHIEVEMENT TO DATE

5/22/15 – 4/30/18

| SLEB Subcontractor Name | Address | Certification Information | Small / Local Participation | |
|---------------------------|---|---------------------------------------|-----------------------------|-----------|
| | | | % | \$ |
| Kevin W. CPA & Associates | 431 30 th Street, #210G Oakland, CA 94609 | Cert #: 10-00133 Expires: 04/30/20 | 8.62% | \$ 35,020 |
| Patel & Associates, LLP | 266 17 th Street, Suite 200 Oakland, CA 94612 | Cert#: 02-90013 Expires: 06/30/20 | 3.25% | \$ 13,200 |

Alameda County
74.1 F: 3042

Master Contract No. 901332
Procurement Contract No. 11688

5/22/18

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("First Amendment") is made by the County of Alameda ("County") and Macias Gini & O'Connell LLP, ("Contractor") with respect to that certain agreement entered by them on May 22, 2015 (referred to herein as the "Contract") pursuant to which Contractor provides audit services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this First Amendment, the terms and provisions of this Amendment will be effective as of the date this First Amendment is executed by the County ("Effective Date").
3. The term of the Agreement is currently scheduled to expire on May 21, 2018. As of the Effective Date, the term of the Agreement is extended through May 21, 2019.
4. In consideration for Contractor's additional services, the County shall pay Contractor an additional amount not to exceed contract pool amount of Three Hundred Thousand dollars (\$300,000). As a result of these additional services the not to exceed contract pool amount has increased from Eight Hundred Thousand dollars (\$800,000) to One Million One Hundred Thousand dollars (\$1,100,000) over the term of the Agreement and any amendments.
5. Item 20 of the Standard Services Agreement has been amended as follows: The County has and reserves the right to suspend, terminate or abandon the execution

C-901332, C-11688

of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum pool contract amount payable to Contractor for its audit services shall not exceed \$1,100,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

6. DEBARMENT AND SUSPENSION CERTIFICATION:

- a. By signing this First Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

7. **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:** Contractor shall subcontract with Kevin Harper 431 30th Street, Oakland, CA.; Principal, Kevin Harper) and Patel & Associates (266 17th Street, Oakland, CA; Principal, Sanwar Harshwal) for services to be provided under this Agreement in an amount of at least twenty percent (20%) of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision.

Participation of a small and/or emerging local business must be maintained for the term of this contract. Contractor shall not substitute the small and/or emerging local business(s) listed in this agreement without prior written approval from the County. County will be under no obligation to pay contractor for the percent committed to a small and/or local business if the work is not performed or not performed by the listed small and/or emerging local business. Said requests to substitute a small and/or emerging local business shall be submitted in writing to the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak Street, Room 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

Contractor shall provide SLEB utilization reports when invoicing the County utilizing the Alameda County Compliance System. Contractor and Contractor's small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the County web-based compliance system as described in Exhibit E (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Contractors to the certified small and/or emerging local businesses. It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System.

Contact the Office of Acquisition Policy (OAP) at 1401 Lakeside Drive, 10th Floor, Oakland, CA, (510) 208-9617 if you have any other questions regarding utilization

of the Alameda County Contract Compliance System.

8. Except as expressly modified by this First 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

CONTRACTOR/COMPANY NAME

By: 
Signature

By: 
Signature

Name: WILMA CHAN
(Printed)


Name: David Bullock
(Printed)

Title: President of the Board of Supervisors

Title: Partner

Date: 5/14/2018

Approved as to Form:

By: 
Dep. County Counsel Signature
F. Kan

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

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.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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

CONTRACTOR: Macias Gini & O'Connell LLP
PRINCIPAL: David Bullock TITLE: Partner
SIGNATURE: David Bullock DATE: 5/14/2018

EXHIBIT E

**COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow use of the Elation Systems free of charge.

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors 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.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. For the training schedule, please call Elation Systems at (925) 924-0340.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

EXHIBIT O
COUNTY OF ALAMEDA

RFP/Q No. 900xxx
for
BidTitle

THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more

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.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: Macias Gini & O'Connell LLP
PRINCIPAL: David Bullock TITLE: Partner
SIGNATURE: David Bullock DATE: 5/14/2018

Alameda County
F: 3042 # 74.1
5/22/18

Master Contract No. 901332
Procurement Contract No. 11639

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("First Amendment") is made by the County of Alameda ("County") and Williams, Adley & Co.-CA, LLP, ("Contractor") with respect to that certain agreement entered by them on May 22, 2015 (referred to herein as the "Contract") pursuant to which Contractor provides audit services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this First Amendment, the terms and provisions of this Amendment will be effective as of the date this First Amendment is executed by the County ("Effective Date").
3. The term of the Agreement is currently scheduled to expire on May 21, 2018. As of the Effective Date, the term of the Agreement is extended through May 21, 2019.
4. In consideration for Contractor's additional services, the County shall pay Contractor an additional amount not to exceed contract pool amount of Three Hundred Thousand dollars (\$300,000). As a result of these additional services the not to exceed contract pool amount has increased from Eight Hundred Thousand dollars (\$800,000) to One Million One Hundred Thousand dollars (\$1,100,000) over the term of the Agreement and any amendments.
5. Item 20 of the Standard Services Agreement has been amended as follows: The County has and reserves the right to suspend, terminate or abandon the execution

C-901332, C-11639

of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum pool contract amount payable to Contractor for its audit services shall not exceed \$1,100,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

6. DEBARMENT AND SUSPENSION CERTIFICATION:

- a. By signing this First Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

7. Except as expressly modified by this First 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

CONTRACTOR/COMPANY NAME

By: 
Signature

By: 
Signature

Name: **WILMA CHAN**
(Printed)


Name: Robert H. Griffin
(Printed)

Title: President of the Board of Supervisors

Title: Managing Partner

Date: 5/17/18

Approved as to Form:

By: 
Dep. 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

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.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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

CONTRACTOR: Williams, Adley & Company - CA, LLP
PRINCIPAL: Robert H. Gutfreund TITLE: Managing Partner
SIGNATURE: Robert H. Gutfreund DATE: 5/17/18

EXHIBIT E

**COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow use of the Elation Systems free of charge.

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors 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.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. For the training schedule, please call Elation Systems at (925) 924-0340.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

Alameda County
F: 3042, # K-1
5/22/19

Master Contract No. 901332
Procurement Contract No. 11634

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement (“First Amendment”) is made by the County of Alameda (“County”) and Grant & Smith, LLP, (“Contractor”) with respect to that certain agreement entered by them on May 22, 2015 (referred to herein as the “Contract”) pursuant to which Contractor provides audit services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this First Amendment, the terms and provisions of this Amendment will be effective as of the date this First Amendment is executed by the County (“Effective Date”).
3. The term of the Agreement is currently scheduled to expire on May 21, 2018. As of the Effective Date, the term of the Agreement is extended through May 21, 2019.
4. In consideration for Contractor’s additional services, the County shall pay Contractor an additional amount not to exceed contract pool amount of Three Hundred Thousand dollars (\$300,000). As a result of these additional services the not to exceed contract pool amount has increased from Eight Hundred Thousand dollars (\$800,000) to One Million One Hundred Thousand dollars (\$1,100,000) over the term of the Agreement and any amendments.
5. Item 20 of the Standard Services Agreement has been amended as follows: The County has and reserves the right to suspend, terminate or abandon the execution

C-901332, C-11034

of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum pool contract amount payable to Contractor for its audit services shall not exceed \$1,100,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

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- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

7. Except as expressly modified by this First 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

CONTRACTOR/COMPANY NAME

By: 
Signature

By: 
Signature

Name: WILMA CHAN
(Printed)

Name: Miranda Beasley
(Printed)

Title: President of the Board of Supervisors

Title: Partner

Date: 5/15/18

Approved as to Form:

By: 
Dep. 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

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.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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

CONTRACTOR: Grant + smithy LLP
PRINCIPAL: Miranda Beasley TITLE: Partner
SIGNATURE: Miranda Beasley DATE: 5/15/18

EXHIBIT E

**COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow use of the Elation Systems free of charge.

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Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. For the training schedule, please call Elation Systems at (925) 924-0340.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

Alameda County
F: 3042 # 74.1
5/22/18

Master Contract No. 901332
Procurement Contract No. 11636

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement (“First Amendment”) is made by the County of Alameda (“County”) and Michael R. Blanks, CPA Accountancy Corporation, (“Contractor”) with respect to that certain agreement entered by them on May 22, 2015 (referred to herein as the “Contract”) pursuant to which Contractor provides audit services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this First Amendment, the terms and provisions of this Amendment will be effective as of the date this First Amendment is executed by the County (“Effective Date”).
3. The term of the Agreement is currently scheduled to expire on May 21, 2018. As of the Effective Date, the term of the Agreement is extended through May 21, 2019.
4. In consideration for Contractor’s additional services, the County shall pay Contractor an additional amount not to exceed contract pool amount of Three Hundred Thousand dollars (\$300,000). As a result of these additional services the not to exceed contract pool amount has increased from Eight Hundred Thousand dollars (\$800,000) to One Million One Hundred Thousand dollars (\$1,100,000) over the term of the Agreement and any amendments.
5. Item 20 of the Standard Services Agreement has been amended as follows: The

C-901332, C-11636

County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum pool contract amount payable to Contractor for its audit services shall not exceed \$1,100,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

6. DEBARMENT AND SUSPENSION CERTIFICATION:

- a. By signing this First Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

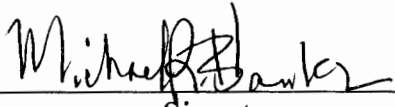
7. Except as expressly modified by this First Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

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

CONTRACTOR/COMPANY NAME

By: 
Signature

By: 
Signature

Name: WILMA CHAN
(Printed)

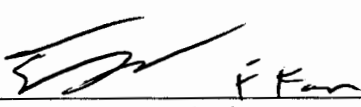
Name: Michael BLANKS
(Printed)

Title: President of the Board of Supervisors

Title: Principal

Date: 5/1/18

Approved as to Form:

By: 
Dep. 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

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.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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

CONTRACTOR: Michael R. BLANKS CPA Accountancy Corp
PRINCIPAL: Michael BLANKS TITLE: Owner
SIGNATURE: Michael R. Blanks DATE: 8/1/18

EXHIBIT E

**COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow use of the Elation Systems free of charge.

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors 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.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. For the training schedule, please call Elation Systems at (925) 924-0340.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

Alameda County
F: 30142 # 7A.1
5/22/18

Master Contract No. 901332
Procurement Contract No. 11633

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement (“First Amendment”) is made by the County of Alameda (“County”) and Patel & Associates, LLP, (“Contractor”) with respect to that certain agreement entered by them on May 22, 2015 (referred to herein as the “Contract”) pursuant to which Contractor provides audit services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this First Amendment, the terms and provisions of this Amendment will be effective as of the date this First Amendment is executed by the County (“Effective Date”).
3. The term of the Agreement is currently scheduled to expire on May 21, 2018. As of the Effective Date, the term of the Agreement is extended through May 21, 2019.
4. In consideration for Contractor’s additional services, the County shall pay Contractor an additional amount not to exceed contract pool amount of Three Hundred Thousand dollars (\$300,000). As a result of these additional services the not to exceed contract pool amount has increased from Eight Hundred Thousand dollars (\$800,000) to One Million One Hundred Thousand dollars (\$1,100,000) over the term of the Agreement and any amendments.
5. Item 20 of the Standard Services Agreement has been amended as follows: The County has and reserves the right to suspend, terminate or abandon the execution

C-901332, C-11633

of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum pool contract amount payable to Contractor for its audit services shall not exceed \$1,100,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

6. DEBARMENT AND SUSPENSION CERTIFICATION:

- a. By signing this First Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

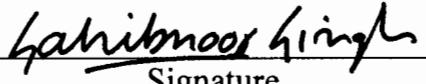
7. Except as expressly modified by this First Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

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

CONTRACTOR/COMPANY NAME

By: 
Signature
WILMA CHAN

By: 
Signature
SAHIBNOOR SINGH, CPA

Name: _____
(Printed)


Name: FOR SANWAR HARSHWAL
(Printed)

Title: President of the Board of Supervisors

Title: MANAGER

Date: 05/15/2018

Approved as to Form:

By: 
F. Kan County Counsel Signature (Deputy)

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

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.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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

CONTRACTOR: PATEL & ASSOCIATES, LLP
PRINCIPAL: SANIBNOOR SINGH FOR TITLE: MANAGER
SANWAR HARSHWAL
SIGNATURE: Sanibnoor Singh DATE: 05/15/2018

EXHIBIT E

**COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow use of the Elation Systems free of charge.

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It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.