



ALAMEDA COUNTY PROBATION DEPARTMENT

P.O. Box 2059
1111 Jackson Street
Oakland, CA 94604-2059

WENDY STILL, MAS
Chief Probation Officer

July 12, 2018

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

SUBJECT: AUTHORIZE A THIRD AMENDMENT TO THE CONTRACT WITH THE CAREY GROUP, INC. FOR STRATEGIC PLANNING AND TRAINING SERVICES, MASTER CONTRACT NO. 901551; PROCUREMENT CONTRACT NO. 15655; AMOUNT: \$100,000

Dear Board Members:

RECOMMENDATION:

Authorize the Purchasing Agent to execute Amendment No. 3 (Master Contract No. 901551, Procurement Contract No. 15655) with The Carey Group, Inc. (Principal: Mark Carey; Location: Melbourne Beach, FL) for continuity of strategic planning services and additional needed development of the Logic Model to the Alameda County Probation Department, increasing the total contract value from \$225,000 to \$325,000 (\$100,000 increase), with no change in the contract term of 10/1/17 – 3/30/19

DISCUSSION/SUMMARY:

On September 26, 2017, your Board approved (Item No. 50) a one-year contract with The Carey Group, Inc. (TCG) to provide strategic planning and training services. General Services Agency (GSA) has since approved two amendments increasing the total contract value to \$225,000 and extending the contract term to 3/30/19.

Alameda County Probation Department (ACPD) contracts with TCG to develop (in conjunction with ACPD executive management) a departmental strategic plan, provide executive training to internal and external stakeholders on the eight principles of evidenced-based practices, and facilitate the creation of a Logic Model. This contract amendment is allowable by mutual agreement, and will provide continuity of services and additional needed development of the Logic Model. This will encompass the development of a detailed action and execution plan to support the accomplishment of the individual goals and objectives laid out in the Plan. This will enable the ACPD to develop a sustainable implementation strategy that (1) is aligned with the County's Vision 2026, (2) will prioritize initiatives and the utilization of resources, and (3) focuses on achieving milestones and performance metrics that will further enhance our current service delivery model.

SELECTION CRITERIA/PROCESS:

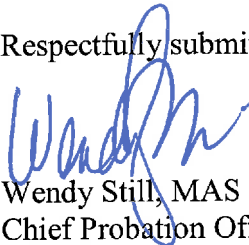
ACPD worked with GSA-Procurement to develop a Request for Proposal (RFP) that was issued on May 19, 2017, and resulted in four bid responses. The Carey Group, Inc. was the highest scoring qualified vendor and agreed to subcontract 20% of the contract to Roller Press, Inc. (Principal: Alan Hui; Location: Emeryville; Certified Small: 17-00071; Expiration: June 30, 2020) to provide printed materials.

As verified in the Elation Systems, SLEB subcontractor achievement to date is 37.42%.

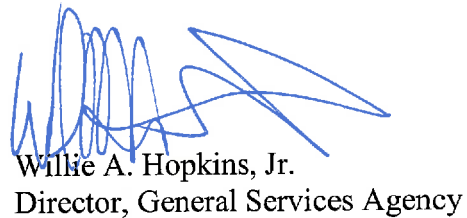
FINANCING:

Appropriations for this contract are included in the ACPD Fiscal Year 2018-19 Approved Budget. No additional appropriations are required and there will be no increase in net County cost.

Respectfully submitted,



Wendy Still, MAS
Chief Probation Officer



Willie A. Hopkins, Jr.
Director, General Services Agency

Attachment

WAH:LL:tn\:\Board Letters\Purchasing\FY 2018-19\901551_BL (3rd Amend) Strategic Planning and Training.docx

cc: Susan S. Muranishi, County Administrator
Steve Manning, Auditor-Controller
Donna R. Ziegler, County Counsel

**Contract Summary
Strategic Planning and Training**

**Total Contract Summary
Contract Term: 10/1/17 - 3/30/19**

Vendor	Location	Contract Amount	Required Total Participation					
			Local		Small/Local Participation		Emerging/Local Participation	
			%	\$	%	\$	%	\$
The Carey Group, Inc.	Melbourne Beach, FL	\$ 300,000			20%	\$ 60,000		
		\$ 25,000			Waived	Waived		

**Contract Summary to Date
10/01/17 - 07/03/18**

Vendor	Location	\$ Paid to Prime	Achieved Participation to Date					
			Local Participation		Small/Local Participation		Emerging/Local Participation	
			%	\$	%	\$	%	\$
The Carey Group, Inc.	Melbourne Beach, FL	\$ 106,872	37.42%	\$40,000	37.42	\$40,000		

SLEB Subcontractor Achievement to Date**

SLEB Subcontractor Name	Address	Certification Information	Small/Local Participation		Emerging/Local Utilization	
			%	\$	%	\$
Roller Press, Inc. Alan Hui	6647 Hollis Street Emeryville, CA	17-00071 Exp. 6/30/20	37.42%	\$40,000		

** Percentage calculations may differ due to rounding

THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement (“Third Amendment”) is made by the County of Alameda (“County”) and The Carey Group, Inc. dba The Mark Carey Group, Inc. (“Contractor”), with respect to that certain agreement for which services started on October 1, 2017, executed by vendor on October 7, 2017 and by the County on October 9, 2017, and those certain First and Second Amendments to Contract (collectively referred to herein as the “Contract”), pursuant to which Contractor provides strategic planning and training 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 Third Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this Third Amendment is executed by the County (“Effective Date”).
3. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed one-hundred thousand dollars (\$100,000). As a result of these additional services, the not to exceed amount has increased from two hundred twenty five thousand dollars (\$225,000) to three hundred twenty five thousand dollars (\$325,000) over the term of the Agreement and any amendments.
4. Item 20 of the Standard Services Agreement has been amended as follows:

TERMINATION: The 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 amount payable to Contractor for its strategic planning and training services shall not exceed \$325,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

5. **DEBARMENT AND SUSPENSION CERTIFICATION:**

- a. By signing this Third 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.

6. **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:** Contractor shall subcontract with Roller Press, Inc. (Location: Emeryville, CA; Principal: Alan Hui), for services to be provided under this Third Amendment in an amount of at

least twenty percent (20%) of the contract value of this Third Amendment 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.

7. Except as expressly modified by this Third 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

THE CAREY GROUP, INC. DBA THE
MARK CAREY GROUP, INC.

By: DocuSigned by:
John Glann
EB371BC6D6094BF... Signature

By: DocuSigned by:
Madeline Carter
F1D367D4FFBA462... Signature

Name: John Glann
(Printed)

Name: Madeline Carter
(Printed)

Title: Purchasing Manager

Title: Co-Owner

Date: 8/23/2018

Date: 8/22/2018

By: DocuSigned by:
Kofo Domingo
692684F1C0C0455... Signature

Name: Kofo Domingo
(Printed)

Title: Procurement Administrator &
Purchasing Agent

Date: 8/23/2018

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: **The Carey Group, Inc. dba The Mark Carey Group, Inc.**

PRINCIPAL: **Madeline Carter, Co-Owner**

SIGNATURE:  DATE: 8/22/2018