

C O U N T Y A D M I N I S T R A T O R



SUSAN S. MURANISHI
COUNTY ADMINISTRATOR

November 29, 2018

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

SUBJECT: AUTHORIZE A FIRST AMENDMENT TO CONTRACT WITH CJ LAKE, LCC
 FOR FEDERAL LEGISLATIVE ADVOCACY SERVICES, MASTER
 CONTRACT NO. 901403; AMOUNT: \$370,000

Dear Board Members:

RECOMMENDATION:

Authorize the Purchasing Agent to execute Amendment No. 1 to a contract (Master Contract No. 901403; Procurement Contract No. 12932), with CJ Lake, LLC (Principal: Lynn Jacquez, Location: Washington, D.C.) to provide federal legislative advocacy services extending the current term of 1/1/16 – 12/31/18 by two years through 12/31/20, and increasing the contract amount from \$546,000 to \$916,000 (\$370,000 increase).

DISCUSSION/SUMMARY:

The County of Alameda has a strong, multi-faceted legislative program comprised of adoption of an Annual Legislative Platform by the Board of Supervisors and review of proposed legislation and regulations by Alameda County's Personnel, Administration and Legislation (PAL) Committee. Employment of professional State and federal legislative advocates assists in implementing the Board-approved Legislative Platform through advocacy and tracking of legislation, regulation and enacted law.

On December 15, 2015, your Board approved (File No. 29685, Item No. 27) a three-year contract to provide Federal legislative advocacy services.

CJ Lake, LLC is a full-service federal legislative advocate. The legislative advocate works with the Board of Supervisors, PAL Committee, County Administrator's Office (CAO), and department heads to advance and protect the County's federal interests.

The contract allows for this extension by mutual agreement.

SELECTION CRITERIA/PROCESS:

The CAO has determined that Alameda County does not currently have the resources to provide the federal legislative advocacy services.

The CAO worked with General Services Agency Procurement to develop a Request for Proposal (RFP) which was issued on July 23, 2015, posted on the GSA Current Contract Opportunities website, and sent to the subscribers to the GSA Professional Services-Current Contract Opportunities mailing service via E-GOV including certified Small Local Emerging Businesses (SLEB). Two networking/bidders conferences were held.

On September 2, 2015, one response to the RFP was received. On October 7, 2015, an Addendum was released to solicit more bids and to add additional specifications to the RFP. On October 21, 2015, no additional response was received. The bid response was evaluated and interviewed by the County Selection Committee (CSC).

The GSA Office of Acquisition Policy issued SLEB waiver #5229 valid through 12/31/20 for this contract as there are no known SLEB contractors available within Alameda County.

The CAO is satisfied with the services provided by CJ Lake, LLC.

FINANCING:

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

VISION GOAL 2026:

Amending the contract for federal legislative advocacy services supports the development of a policy agenda that meets all six 10X goal pathways of **Employment for All**, **Eliminating Homelessness**, **Eliminating Poverty and Hunger**, **Crime Free County**, **Healthcare for All**, and **Accessible Infrastructure** in support of our shared visions of **Thriving and Resilient Population**, **Safe and Livable Communities**, **Healthy Environment**, and **Prosperous and Vibrant Economy**.

Very truly yours,



Susan S. Muranishi
County Administrator



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

Attachment

WAH:EB:th/I:\Board Letters\Purchasing\FY 2018-19\901403 BL BN Federal Legislative.docx

cc: Steve Manning, Auditor-Controller
Donna R. Ziegler, County Counsel

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement (“First Amendment”) is made by the County of Alameda (“County”) and CJ Lake, LLC, (“Contractor”) with respect to that certain agreement entered by them on December 31, 2015 (referred to herein as the “Contract”) pursuant to which Contractor provides Federal legislative advocacy 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 December 31, 2018. As of the Effective Date, the term of the Agreement is extended through December 31, 2020.
4. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed Three Hundred Seventy Thousand dollars (\$370,000). As a result of these additional services the not to exceed amount has increased from Five Hundred Forty Six Thousand dollars (\$546,000) to Nine Hundred Sixteen Thousand dollars (\$916,000) over the term of the Agreement and any amendments.
5. 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 Federal Legislative Advocacy Services shall not exceed \$916,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

6. A Revised Exhibit B, Payment Terms, is attached to this Amendment.

7. 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.

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

CJ LAKE LLC

By: DocuSigned by:
John Glann
EB371B06094B7
Signature

By: DocuSigned by:
Lynnette Jacquez
6983E158E0C147E...
Signature

Name: John Glann
(Printed)

Name: Lynnette Jacquez
(Printed)

Title: Purchasing Manager

Title: Principal

Date: 1/16/2019

Date: 12/14/2018

By: DocuSigned by:
Kimberly Gasaway
BB3D9A540E9427
Signature

Name: Kimberly Gasaway
(Printed)

Title: Chief Deputy, Administration

Date: 1/16/2019

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.

**REVISED EXHIBIT B
PAYMENT TERMS**

1. Except as expressly modified by this Exhibit B, all of the terms and conditions of the original Exhibit B - Payment Terms are and remain in full force and effect.
2. County will pay Contractor upon successful completion and acceptance of the following services listed below, within thirty (30) days, upon receipt of invoice.

Description	Unit of Measure	4th Year	5th Year
		Monthly Charge	Monthly Charge
Monthly service charge for federal legislative advocate program	Monthly	\$15,000	\$15,000

Description	Unit of Measure	4th Year	5th Year
		Estimated Charge	Estimated Charge
Travel to Alameda County*	2 visit per year	\$5,000	\$5,000

*Actual travel cost will be paid per the General Services Administration rates, rules and regulations

3. Invoices will be approved by the County, Administrator's Office.
4. Total payment under the terms of this Agreement will not exceed the total amount of Nine Hundred Sixteen Thousand dollars (\$916,000). This cost includes all taxes and all other charges.

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.

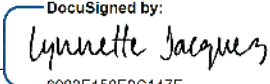
If there are any exceptions to this certification, insert the exceptions in the following space.

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: CJ LAKE, LLC

PRINCIPAL: Lynnette Jacquez TITLE: Principal

SIGNATURE:  DATE: 12/14/2018