



Alameda County
Office of the Treasurer
and Tax Collector

Henry C. Levy
Treasurer-Tax Collector

Julie P. Manaois
Chief Deputy

November 21, 2018

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

SUBJECT: AWARD A CONTRACT WITH BID4ASSETS, INC. FOR ONLINE AUCTION OF TAX DEFAULTED PROPERTY, MASTER CONTRACT NO. 901683; AMOUNT: \$120,000.

Dear Board Members:

RECOMMENDATION:

Authorize the Purchasing Agent to execute a contract (Master Contract No. 901683; Procurement Contract No. 17661) with Bid4Assets, Inc. (Principal: Natalie Dhakhwa; Location: Silver Spring, MD) to provide a full service online auction of tax-defaulted property to the Alameda County Treasurer-Tax Collector for a three-year term, with the approximate date range of 1/1/19 – 12/31/21, in the bid amount of \$120,000.

DISCUSSION/SUMMARY:

The contractor is to provide independent (self-sustained) website services for the Alameda County Treasurer-Tax Collector (TTAX) to advertise for the auction of tax-defaulted properties, including pictures, maps, legal descriptions, disclosures and any other due diligence information as needed, for between 100 and 500 properties at one time. These advertised properties will be auctioned on the contractor's website at the direction of the TTAX. Advertising on the contractor's website will be available to the public twenty-four hours per day, seven days per week ("24/7") for the duration of each auction.

In addition, the contractor will collect information from the successful purchaser for use by Alameda County in the completion of tax deed certificates.

SELECTION CRITERIA/PROCESS:

TTAX has determined that Alameda County does not currently have the resources to provide a full-service online auction of tax-defaulted property.

TTAX worked with the General Services Agency (GSA)-Procurement to develop a Request for Proposal (RFP). The RFP was released on July 10, 2018 to 3,181 subscribers to GSA Goods and Services – Current Contract Opportunities mailing services via E-Gov, including certified Small Local Emerging

Businesses (SLEB). The RFP was posted on the GSA Current Contracting Opportunities website for approximately 64 days, and two networking/bidders conferences were held.

On September 12, 2018, three responses to the RFP were received. All responses were evaluated and interviewed by the County Selection Committee. A maximum total of 550 evaluation points were available for this RFP. The total evaluation points include 50 preference points derived from a 5% preference for local vendors and a 5% preference for certified SLEB vendors, for a total of 10%.

Bid4Assets, Inc., a non-local bidder, was the highest scoring qualified vendor. As a result of limited opportunities for SLEB subcontracting, SLEB requirements have been waived by the Office of Acquisition Policy (SLEB Waiver No. 5597 valid through December 31, 2021).

The following is a summary of the evaluation:

<i>Vendor</i>	<i>Location</i>	<i>Local</i>	<i>SLEB</i>	<i>Evaluation Points</i>
<i>Bid4Assets, Inc.</i>	<i>Silver Spring, MD</i>	<i>N</i>	<i>N</i>	<i>435</i>
<i>Grant Street Group</i>	<i>Pittsburgh, PA</i>	<i>N</i>	<i>N</i>	<i>363</i>
<i>WFS, Inc. dba Tranzon Asset Strategies</i>	<i>Irvine, CA</i>	<i>N</i>	<i>N</i>	<i>198</i>

FINANCING:

Appropriations for this contract are included in the TTAX FY 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 2026 GOALS:

A full-service online auction of tax-defaulted property meets the 10X goal pathways of **Crime Free County** and **Accessible Infrastructure** in support of our shared vision of a **Prosperous and Vibrant Economy** and **Safe and Livable Communities**.

Respectfully submitted,

DocuSigned by:

B236A8374950486...
Henry C. Levy
Treasurer


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

Attachment

WAH:KH:th/I:\Board Letters\Purchasing\FY 2018-19\901683 Online Auction Board Letter.docx

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

CONTRACT SUMMARY
 ONLINE AUCTION OF TAX DEFAULTED PROPERTY
 RFP No. 901683
 January 1, 2019 -- December 31, 2021

<i>Vendor</i>	<i>Location</i>	<i>Estimated Dollar Value of Contract Award</i>	<i>Local Participation</i>		<i>SLEB Participation</i>	
			<i>Percentage</i>	<i>Dollar Amount</i>	<i>Percentage</i>	<i>Dollar Amount</i>
<i>Bid4Assets, Inc.</i>	<i>8757 Georgia Ave Silver Spring, MD</i>	<i>\$120,000.00</i>	<i>WAIVED (SLEB Waiver No. 5597)</i>			

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 1/28/2019, is by and between the County of Alameda, hereinafter referred to as the "County", and Bid4Assets, Inc. hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain online auction of tax defaulted property which are more fully described in Exhibit A hereto ("Definition of Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Online Auction of Tax Defaulted Property, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit A-1 Specific Requirements and Description of Services
- Exhibit A-2 Implementation Plan and Schedule
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from January 1, 2019 through December 31, 2021.

The compensation payable to Contractor hereunder shall not exceed One Hundred Twenty Thousand Dollars (\$120,000) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

BID4ASSETS, INC.

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

By: _____
DocuSigned by:
Natalie Dhakhwa
C00075AC4AB343C...
Signature

Name: John Glann
(Printed)

Name: Natalie Dhakhwa
(Printed)

Title: Purchasing Manager

Title: VP, Government Services

Date: 1/24/2019

Date: 12/21/2018

By: _____
DocuSigned by:
Kimberly Gasaway
BB3D9AF6ACCD422...
Signature

Name: Kimberly Gasaway
(Printed)

Title: Chief Deputy, Administration

Date: 1/28/2019

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.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of

Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's 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 self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement 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. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’s rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the

performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
1221 Oak Street
Oakland, CA 94612
Attn: Elvia Quiroga

To Contractor: Bid4Assets, Inc.
8757 Georgia Avenue #520
Silver Spring, MD 20910
Attn: Natalie Dhakhwa

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of

all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **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 online auction system for tax defaulted property services shall not exceed \$120,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:**

Contractor has been approved by County to participate in contract without SLEB participation, SLEB Waiver Number 5597. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision.

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.

- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCC via e-mail at ACSLEBcompliance@acgov.org.

- 22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
- 24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the

entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.

- d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“Contractor Products”) provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

- c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

- 34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

- 35. EXTENSION: This agreement may be extended for an additional two years by mutual agreement of the County and the Contractor.

- 36. SIGNATORY: By signing this agreement, 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

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide online auction system for tax defaulted property services with the Minimum Qualification, and Specific Requirements set on this Exhibit A, consisting of the following:

Exhibit A-1 Specific Requirements and Description of Services

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal No. 901683, including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
 - b. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Natalie Dhakhwa, Work 301-562-3471 Cell 202-321-6539, natalie@bid4assets.com
Reynell Saxon, Sr., 301-562-3435, rsaxon@bid4assets.com
Char Milan, 301-562-3452, cmilan@bid4assets.com
Sean McLaughlin, 301-562-3427, sean@bid4assets.com
David Harriman, 301-562-3436, dharriman@bid4assets.com
Jesse Loomis, 301-562-3421, jloomis@bid4assets.com
Jodi Jacobs, 301-562-3418, jjacobs@bid4assets.com
Customer Service, 1-877-4ASSETS, service@bid4assets.com

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

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3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

EXHIBIT A-1

SPECIFIC REQUIREMENTS AND DESCRIPTION OF SERVICES

1. Contractor shall have knowledge and experience with the State of California Laws and the Federal Laws regarding tax defaulted property.
2. The County shall provide the Contractor with the necessary data in an Excel file and the legal descriptions via a Portable Document Format (PDF) file. Contractor shall provide the County a Secure Socket Shell (SSH) File Transfer Protocol, or Secure File Transfer Protocol (SFTP) for the County to send the documents to the Contractor.
3. Contractor's system shall:
 - a. Provide a secure website for the County
 - (1) The website shall allow the County to log-in and watch the property bids live.
 - (2) The County shall be given at least one generic log-in to use.
 - (3) The County should have an email box through the website where the County is given a generic email. This email box can be used for the public to submit questions and then the County can reply using this email box.
 - b. Provide a secure website for the public
 - (1) The website shall allow the public to register into their system.
 - (2) The website shall allow the public to retrieve and change their password.
 - c. Contractor must include a bidders' instruction section on the auction advertising website that sets forth instructional information as dictated by the County Treasurer-Tax Collector of Alameda County, California.
 - d. Allow the County to set the bid due date time in Pacific Standard Time.
 - e. Be able to not allow "non-performing bidders" to bid again. Non-performing bidders include any bidder that successfully wins an auction item of tax defaulted land and does not consummate the sale. This includes a successful bidder on multiple properties who chooses not to consummate on one or more of their winning bids and is therefore not allowed to consummate any purchase.

4. Contractor is responsible for maintaining the websites and there shall be no down-time. Contractor is responsible for maintaining the webpage running and if the website does go down, the County shall be able to have the ability to extend the property bid period at no additional cost to the County.
5. Contractor shall provide help-desk support to public and the County.
 - a. Contractor shall provide a toll-free phone number which shall also be listed on the webpage for the public to contact.
 - b. Contractor shall provide step-by-step support to anyone from the public.
6. Contractor's system shall retain all communication from the public and the contractor and/or system for at least 12 years from the start of the contract.
 - a. Contractor shall maintain for review any and all emails sent to the registered bidders.
 - b. Contractor shall also include a sample of any emails sent to the designated employee(s) with the Treasurer-Tax Collector of Alameda County.
7. Contractor shall provide upon request acknowledgements of the County's terms and conditions as accepted by the bidder in order to continue with the bidding process. The contractor must structure the auction advertising website to be conducted so as to inform potential buyers of certain relevant information concerning California property tax sales and to require potential buyers to acknowledge the receipt of this information as a precondition to bidding on properties. In addition to the acknowledgements mentioned above, the auction advertising website must also require that potential bidders submit a qualifying deposit to the County Treasurer-Tax Collector of Alameda County, California demonstrating the bidder's ability to make a bid and thereby allowing them to participate in the auction process.
8. Contractor shall notify the successful bidder, at the direction of the County Treasurer-Tax Collector of Alameda County, California, immediately after the auction. Contractor shall advertise the results of each tax defaulted property auction on the website.
9. Online information and data shall be unavailable to the public after the auction has been awarded. Once the auction has been awarded the property posting must not be available for the public to see on the website.
10. Contractor shall provide a system to process bid deposits including deposits to participate in the auction and wiring of funds for completing a successful bid purchase. The County shall establish the last day to submit bid deposits. Contractor must structure the auction advertising website so that the bidder must tender payment

to the County Treasurer-Tax Collector of Alameda County, California within seventy-two (72) hours or three (3) calendar days of notification that they are the successful bidder. The Contractor shall submit forfeited bid deposits for non-performers and successful bidder payments to County Treasurer-Tax Collector of Alameda County, California with ten (10) business days from the close of auction.

- a. This tender will go towards the property; will offset the cost of the bid; or will be returned to the bidder within ten (10) business days.
 - b. Various means of payment will be established and contractor must have the ability to handle said payments including credit card, cashier's check, wire transfer or any other means as directed by the County Treasurer-Tax Collector of Alameda County, California.
11. Contractor must structure the auction advertising website in a manner that permits the County Treasurer-Tax Collector of Alameda County, California to reject a bid for tax defaulted land properties for any reason whatsoever.
 12. Contractor must also structure the auction advertising website in a manner that permits the County Treasurer-Tax Collector of Alameda County, California to withdraw single or multiple properties from the ongoing auction advertising for any reason whatsoever, up to and including the live auction.
 13. Contractor must structure the auction advertising website in a manner that enables people without internet access to bid on tax defaulted properties via fax or letter.
 14. Contractor provides a secure website for the County, complete with a secure login and range of reports and tools, as well as live customer service for bidders.
 15. The tax sale data as provided by the County on the spreadsheet will be used to create individual auctions. The following additional fields of information will also be included within the auction:
 - a. Bid4Assets Auction Number
 - b. Auction Title which includes the County name and parcel number
 - c. Current Bid (shows if bidding has started)
 - d. Number of Bids (shows if a bidding has started)
 - e. Time left until auction ends
 - f. Auction start/end date and time
 - g. Bid Increment (set by County, can be different for each auction)

- h. Minimum Bid
 - i. Deposit Requirements
 - j. Deposit Instructions
 - k. Bid Entry field
 - l. Treasurer's Introduction
 - m. Deposit requirements and instructions
 - n. Disclaimers
 - o. Parcel information
 - (1) Contractor requires the following minimum parcel information from the County:
 - (a) County parcel number
 - (b) Legal description
 - (c) Minimum Bid
 - (2) Additional information provided by the County can be included on the auction page Examples but are not limited to:
 - (a) Parcel image and maps
 - (b) Street address
 - (c) Taxing or Zoning information
 - (d) GIS or other external links
 - (e) Notifications/information unique to the parcel
 - p. End of auction procedures
 - q. Bidding Requirements and policies
 - r. Settlement Requirements: Includes general payment policy and details any additional taxes and fees that will apply to the sale of the parcel.
16. Tax Sale Storefront

- a. All auctions are placed into a County-branded “Storefront” webpage to provide the landing page for the sale and the starting point for all potential bidders. The Storefront will have a customized website address of www.Bid4Assets.com/Alameda and will consist of:
 - (1) Header identifying the County Treasurer-Tax Collector’s office holding the auction
 - (2) Storefront navigation links
 - (3) Auction dates
 - (4) Links to registration, tutorials and other first-step information for bidders
 - (5) Contact methods to the County and Bid4Assets
 - (6) Parcel search tool
 - (7) Deposit requirements and instructions
 - (8) Disclaimers
 - (9) Tax sale documents
 - (a) Required
 - i. California Law Regarding Bidder Non-Payment
 - ii. County Terms of Sale
 - iii. Property List (Excel and PDF, created by Bid4Assets)
 - (b) Optional
 - i. Offline Bid Form
 - ii. County FAQs
 - iii. Links to Assessor, GIS, Zoning, etc.
 - iv. Any additional general information the County wants posted
 - (10) Folders displaying the parcels for auction, organized in sequential order by parcel number and closing time.
17. Customer Service
- a. Bid4Assets Customer Service hours are Monday - Thursday, 9:00 A.M. to 7:00 P.M. ET and Friday, 9:00 A.M. to 5:00 P.M. ET. Voicemail is available during non-business hours and email can be received at any time. Clicking the “Contact Us” link will give a user all of Bid4Assets’ contact information along with access to frequently asked questions Bid4Assets provides step by step support to the public.
18. Bidder Registration
- a. Anyone can view the tax sale information without being a registered user on Bid4Assets. However, for a potential bidder to participate in

an auction listed on Bid4Assets, must first register a Bid4Assets account with a unique username and password of their choosing. Registration links are located in the header of almost all Bid4Assets webpages and can be completed in three easy steps:

- (1) Step one requires the new user to provide an:
 - (a) Email address
 - (b) Password
 - (c) Verification that you are not a computer trying to register on the website

- (2) Step two requires potential bidders to provide their:
 - (a) First name
 - (b) Last Name
 - (c) Username
 - (d) Name of Company, if applicable
 - (e) Country
 - (f) Address
 - (g) City
 - (h) State
 - (i) Zip

- (3) Step three requires bidders to provide a phone number, which an automated system will call or text a verification code to.

- (4) Step four allows a bidder to provide additional information on what they are interested in and sign up for Bid4Assets' email alerts.

The Confirmation Email provides a link, which the new user must click or enter the URL into their browser to activate their Bid4Assets account.

19. Bidder Deposits

- a. Once fully registered, a potential bidder can initiate a Bid Deposit, which is a prerequisite step to participate in a tax sale. The County can choose which deposit methods will be available to potential bidders:

- (1) Certified/Cashier's Check or Money Order
- (2) Bank Wire Transfer

20. Bidding

- a. Once a user's deposit has posted to their Bid4Assets account, and the auction has opened for bidding, bidders can participate by entering their bid on the specific parcel/auction in the auction bid box.
- b. The Bid Confirmation page restates their bid information and requires the user to select checkboxes to confirm they have researched the property, they agree to follow Bid4Assets' terms of service, and they agree to follow the County's terms of service. They then reenter their Bid4Assets account password to proceed. **Please note:** the user must check off that they agree to the County Terms of Sale in order to bid. The Terms are hyperlinked for the user to read prior to agreeing.
- c. Bid4Assets' system logs dates/times when users take actions that require acknowledgement of the County's terms and conditions, such as bid confirmations. This information can be provided to County upon request.
- d. If a user's bid is below a previously entered bid, they are notified on-screen and via email that they've been outbid.
- e. If a user enters a bid that is 50% or more than the current bid, Bid4Assets's Astronomical Bid Warning System is deployed. The bidder must reconfirm/deny their bid to proceed.
- f. When a user's bid has been accepted, they are notified by email and on-screen with the option to view and print a bid receipt.
- g. If a bid is submitted within the last five (5) minutes of an auction, five (5) additional minutes of "overtime bidding" are added from the time the last bid was placed. This process will repeat itself until no bids have been placed for the complete five (5) minutes of overtime, after which the auction will close. An icon on the auction page will signal to bidders that an auction is in overtime. The current bid will continuously automatically update without a bidder having to refresh the page.
- h. Bidders without Internet access can participate via Bid4Assets Offline Bid Form (OBF). Potential bidders can contact Bid4Assets to have an OBF mailed to them at no charge.

- i. The County can withdraw or postpone parcels in the sale by contacting the Bid4Assets representative. On every auction the following disclaimers are posted:
 - (1) County retains the right to reject any and all bids for any reason.
 - (2) County may withdraw this property from the auction at any time before or during the sale.
 - (3) County reserves the right to cancel the sale of a property at any time prior to the issuance of the deed.
- j. After the last auction has ended, all winning bidders are sent a Winner's Email which recaps their parcels won and contains a link to Bid4Assets' Deed Wizard™.
- k. The Deed Wizard™ provides a detailed invoice, full payment instructions, and the entry fields for titling the parcel(s) won. The County can specify the titling options that are available. Once the winner has submitted their titling options, a Deed Summary email is sent (duplicated in the Message Center) confirming their entries. Winners have until the day after the payment due date to make any changes to their titling. Unless the County requests otherwise, the Deed Wizard will be deactivated the day after the final payment is due and bidders' most recently submitted vesting information will be used at that time.
- l. Bid4Assets can (at County's discretion) facilitate settlement for County. While County sets terms, it is a standard practice to allow successful buyers a three- calendar day settlement period to fund the full balance due. Bid4Assets accepts certified funds for settlement via wire transfers and cashier's checks.

21. Non-Performing Bidders

The County reserves the right to block "non-performing bidders" and prevent them from participating in County's tax sales. This may include bidders who won multiple auctions and only paid for a subset of the auctions.

22. Website Maintenance & Uptime

- a. All aspects of Bid4Assets' infrastructure are designed so incremental server or network capacity can be introduced at any time without stopping or rebooting the production website.
- b. Bid4Assets has two on premise data-center-class firewalls as well as multiple firewall virtual appliances in the cloud deployed in a high-availability, fault-tolerant, active fail-over configuration.
- c. Bid4Assets comprehensive security suite includes the following:
 - (1) Gateway Anti-Virus, Anti-Spyware and Intrusion Prevention, Application Intelligence Service.
 - (2) Real-time gateway anti-virus engine that scans for viruses, worms, trojans and other Internet threats in real-time.
 - (3) Dynamic spyware protection blocks that installation of malicious spyware and disrupts existing spyware communications.
 - (4) Powerful intrusion prevention protects against an array of network-based threats such as worms, trojans, and other malicious code.
 - (5) Application Intelligence provides application classification and policy enforcement.
 - (6) Dynamically updated signature database for continuous threat protection.
 - (7) 24x7 vendor support with 4-hour replacement service levels on failed on premise components.
 - (8) All Bid4Assets desktops, workstations, servers, hosts, and virtual machines run up-to-date anti- virus and anti-malware software.
 - (9) Bid4Assets blocks traffic and ports except from known, allowed applications. Trojans, worms, or malware attempting to communicate on our networks are quickly identified and automatically blocked.
 - (10) Bid4Assets has automated system and network monitoring tools providing real-time alerts to our technicians to identify and react to issues before they become problems.
 - (11) All Bid4Assets systems are configured with a private

addressing scheme, and administrative access is only permitted from the Bid4Assets internal network over a secured connection from known sources.

- (12) Network connections are partitioned into virtual LANs. All access to systems by authorized and unauthorized users is controlled and logs are set up to provide timestamps and historical data as any use transverses any network.
23. Bid4Assets uses best practices when it comes to fault-tolerant failover that provides high availability, fault-tolerance and failover of all our computing, networking, and cloud infrastructure.
- a. In the unlikely event the website goes down, County shall have the ability to extend the property bid period at no additional cost to the County.
24. Deliverables/Reports
- a. The Contractor shall provide the County with names and information including email and mailing addresses of all registered bidders.
 - b. At the end of the auction, Contractor shall provide the County with a list detailing the successful bidders including tax deed certificate information as well as a list of non-performers.

EXHIBIT A-2

IMPLEMENTATION PLAN AND SCHEDULE

1. Bid4Assets' account management team uses the schedule below to set a timeline for the County.
 - a. **8 to 10 weeks prior to auction open date** - Pre-sale conference call
 - b. **6 to 7 weeks before auction open date** - Data Due to Bid4assets which includes but is not limited to the spreadsheet which contains the data for your parcels, pictures, etc.
 - c. **5 to 6 weeks before auction open date** – County storefront (website) is sent to County for review. At this time, Bid4Assets recommend that the County and their staff review everything for accuracy. It is at this time that any updates, corrections, or additions are made to the auction listings.
 - d. **4 to 5 weeks before auction open date** – After all corrections are made and approval is given by County, auctions are placed into preview/public on Bid4Assets' website and marketing efforts begin shortly after. Bid4Assets will also begin collecting bid deposits at this time.
 - e. **4 Days before auction is scheduled to open** - Official last day for deposits to be received.
 - f. **Unofficially**, Bid4Assets will post certified checks up until 2 days before the auction opens and wire deposits up until the date the auction opens for bidding.
 - g. **Auctions open for bidding at 8:00 A.M. PT / 11:00 A.M. ET**
 - h. **3 days after the auction opens** - the auctions will begin closing in groups of 15-minute intervals.
 - i. **2 days after auction closes** - Deed Wizard/titling information due from winners.
 - j. **3 days after auction closes** - Settlement/Final payment due to Bid4Assets.
 - k. **4 days after auction closes** - 1-day grace to accept late payments if necessary.
 - l. **3 business days after the auction has closed** - Settlement funds (along with winners' deposits) are forwarded to County.

2. If the County elects to hold a re-offer sale for any parcels that may not have sold successfully in the initial sale, the schedule would appear as follows:
 - a. **4 weeks before the auction open date** – A 2-column spreadsheet is due with the APNs that are going to be re-offered in one column and the minimum bid amount in the second column.
 - b. **4 weeks before auction open date - 2 days after the receipt of the re-offer spreadsheet** – County storefront is sent to County for review.
 - c. **3 to 4 weeks before the auction open date - 3 – 5 days after sending storefront over for review** - Once approval is received, auction placed into preview.
 - d. **4 Days before auction is scheduled to open** - Official last day for deposits to be received. Unofficially Bid4Assets will post certified checks up until 2 days before the auction opens and wire deposits up until the date the auction opens for bidding.
 - e. **Auctions open for bidding at 8A PT / 11 ET**
 - f. **3 days after the auction opens** - The auctions will begin closing in groups of 15-minute intervals.
 - g. **2 days after auction closes** - Deed Wizard/titling information due from winners.
 - h. **3 days after auction closes** - Settlement/Final payment due to Bid4Assets.
 - i. **4 days after auction closes** - 1-day grace to accept late payments if necessary.
 - j. **3 business days after the auction has closed** - settlement funds (along with winners' deposits) are forwarded to County.

EXHIBIT B

PAYMENT TERMS

1. County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.

Description	Year 1 (Unit Cost)	Year 2 (Unit Cost)	Year 3 (Unit Cost)
Listing of Tax Default Property on the Website	\$100.00	\$100.00	\$100.00
Website Development: Includes the cost of development, maintenance, upgrades, etc.	No cost	No cost	No cost
Report for the County and the Public: Helpdesk support only needed from January to June each year.	No cost	No cost	No cost

2. Invoices will be reviewed for approval by the County, Alameda County Treasurer-Tax Collector.
3. Total payment under the terms of this Agreement will not exceed the total amount of \$120,000. This cost includes all taxes and all other charges.

EXHIBIT C INSURANCE REQUIREMENTS

Without limiting any 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 the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability 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	Commercial or Business Automobile Liability 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
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: 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. 2. DURATION OF COVERAGE: 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. 3. REDUCTION OR LIMIT OF OBLIGATION: 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 self-insurance) 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. 4. INSURER FINANCIAL RATING: 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. 5. SUBCONTRACTORS: 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. 6. JOINT VENTURES: 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"> – 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. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: 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. 	

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 and 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.**

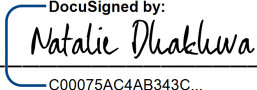
If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily 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: Bid4Assets, Inc.

PRINCIPAL: Natalie Dhakhwa **TITLE:** VP, Government Services

SIGNATURE:  **DATE:** 12/21/2018