

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



SUSAN S. MURANISHI
COUNTY ADMINISTRATOR

October 17, 2019

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

SUBJECT: AWARD A CONTRACT TO MGT OF AMERICA CONSULTING LLC FOR MANDATED COST REIMBURSEMENT SERVICES OF SENATE BILL 90, MASTER CONTRACT NO. 901826; AMOUNT: \$250,456

Dear Board Members:

RECOMMENDATION:

Authorize the Purchasing Agent to execute a contract (Master Contract No. 901826, Procurement Contract No. 19331) with MGT of America Consulting, LLC (Principal: J. Bradley Burgess; Location: Sacramento) to provide Senate Bill 90 mandated cost reimbursement services to the Alameda County Administrator's Office, for a three-year term with an approximate date range of 12/1/19 – 11/30/22, in the amount of \$250,456.

DISCUSSION/SUMMARY:

The County Administrator's Office (CAO) oversees and coordinates the mandated cost reimbursement process for all applicable County agencies and departments. The CAO requires mandated cost reimbursement services as per Senate Bill 90 (SB 90), Chapter 1406, Statutes of 1972, and Article XIII B of the State Constitution, which was added by Proposition 4 in 1979. The statutes generally require the State to reimburse local jurisdictions for the cost of administering newly mandated State programs or increasing mandated service levels for existing State programs.

The Contractor will adhere to the SB 90 claims process for newly mandated programs or service levels identified by the Legislature, the courts, or through test claims filed by local jurisdictions with the Commission on State Mandates. The Contractor will perform claims preparation and justification to pursue an annual and as-needed claims reimbursement for new or existing mandated costs for prior and current years.

SELECTION CRITERIA/PROCESS:

The CAO has determined that Alameda County does not currently have the resources to provide SB 90 Mandated Cost Reimbursement Services.

The CAO worked with General Services Agency–Procurement to develop a Request for Proposal (RFP), which was issued on July 16, 2019, posted on the website for 49 days, and sent to the

subscribers of the E-Gov Professional Services – Current Contract Opportunities mailing service. Two networking/bidders conferences were held and were attended by two vendors.

On September 3, 2019, one response to the RFP was received and evaluated by the County Selection Committee (CSC). The lone vendor that submitted a proposal was interviewed by CSC. A maximum total of 500 evaluation points was available for this RFP.

MGT of America Consulting, LLC, was the only qualified vendor and is being recommended for the award. MGT of America Consulting, LLC is not a Small Local and Emerging Business (SLEB) and has agreed to subcontract 10% of the contract to LTD Global, LLC (Principal: Lili Tarachand; Location: Pleasanton; Certified Small: 11-00173; Expiration: September 30, 2021) to provide accounting and administrative services, and 10% of the contract to Blaisdell's Business Products (Principal: Margee Witt; Location: Oakland; Certified Small: 02-90133; Expiration: March 31, 2020) to provide office supplies.

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>MGT of America Consulting, LLC</i>	<i>Sacramento, CA</i>	<i>N</i>	<i>N</i>	<i>422</i>

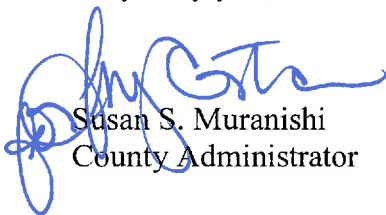
FINANCING:

Appropriations for this contract are included in the CAO Fiscal Year 2019-20 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.

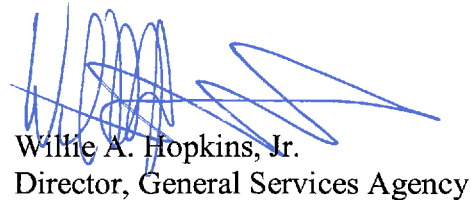
VISION 2026 GOALS:

The SB 90 Mandated Cost Reimbursement Services meet the operating principle of **Fiscal Stewardship** in support of our shared vision of a **Prosperous & Vibrant Economy**.

Very truly yours,



Susan S. Muranishi
County Administrator



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

Attachment

CONTRACT SUMMARY
 SB 90 MANDATED COST REIMBURSEMENT SERVICES
 Master Contract No. 901826
 December 1, 2019 – November 30, 2022

<i>Vendor</i>	<i>Location</i>	<i>Estimated Dollar Value of Contract Award</i>
MGT of America Consulting, LLC	2251 Harvard Street, Suite 134 Sacramento, CA 95815	\$250,456

<i>SLEB Subcontracting Information</i>		
LTD Global LLC Lili Tarachand, Founder/CEO Certified Small Certification No. 11-00173 Expiring 09/30/2021	7901 Stoneridge Drive, Suite 318 Pleasanton, CA 94568	10% \$25,046
Blaisdell's Business Products Margee Witt, Owner Certified Small Certification No. 02-90133 Expiring 03/31/2020	474 Roland Way Oakland, CA 94621	10% \$25,046

CONTRACT SUMMARY
 SB 90 MANDATED COST REIMBURSEMENT SERVICES
 Master Contract No. 901826
 December 1, 2019 – November 30, 2022

<i>Vendor</i>	<i>Location</i>	<i>Estimated Dollar Value of Contract Award</i>
<i>MGT of America Consulting, LLC</i>	<i>2251 Harvard Street, Suite 134 Sacramento, CA 95815</i>	<i>\$250,456</i>

<i>SLEB Subcontracting Information</i>			
<i>LTD Global LLC Lili Tarachand, Founder/CEO Certified Small Certification No. 11-00173 Expiring 09/30/2021</i>	<i>7901 Stoneridge Drive, Suite 318 Pleasanton, CA 94568</i>	<i>10%</i>	<i>\$25,046</i>
<i>Blaisdell's Business Products Margee Witt, Owner Certified Small Certification No. 02-90133 Expiring 03/31/2020</i>	<i>474 Roland Way Oakland, CA 94621</i>	<i>10%</i>	<i>\$25,046</i>

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 11/22/2019, is by and between the County of Alameda, hereinafter referred to as the "County," and MGT of America Consulting, LLC, hereinafter referred to as the "Contractor."

WITNESSETH

Whereas, County desires to obtain Senate Bill (SB) 90 Mandated Cost Reimbursement services 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;

Now, therefore it is agreed that County does hereby retain Contractor to provide Senate Bill (SB) 90 Mandated Cost Reimbursement Services, 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 Deliverables/Reports
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E Contract Compliance Reporting Requirements

The term of this Agreement shall be from December 1, 2019 through November 30, 2022.

The compensation payable to Contractor hereunder shall not exceed *Two Hundred Fifty Thousand Four Hundred Fifty-Six dollars (\$250,456)* 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

MGT OF AMERICA CONSULTING,
LLC

By: DocuSigned by:
Detra Dillon
DE9C0172C941490...
Signature

By: DocuSigned by:
J. Bradley Burgess
950B880E4FDD493...
Signature

Name: Detra Dillon
(Printed)

Name: J. Bradley Burgess
(Printed)

Title: Procurement Administrator

Title: Executive Vice President

Date: 11/22/2019

Date: 11/22/2019

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

Name: Kimberly Gasaway
(Printed)

Title: Chief Deputy, Administration, GSA

Date: 11/22/2019

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
County Administrator's Office
1221 Oak Street, Suite 555
Oakland, CA 94612
Attn: Alice Park-Renzi
Alice.Park@acgov.org

To Contractor: MGT of America Consulting, LLC
2251 Harvard St., Ste. 134
Sacramento, CA 95815
Attn: J. Bradley Burgess
bburgess@mgtconsulting.com

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 SB 90 Mandated Cost Reimbursement Services shall not exceed \$250,456 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Contractor shall subcontract with *LTD Global LLC (7901 Stoneridge Drive, Suite 318, Pleasanton; Principal: Lili Tarachand)* and *Blaisdell's Business Products (474 Roland Way, Oakland; Principal: Margee Witt)*, for services to be provided under this Agreement in an amount equal to ten percent (10%) each totaling twenty percent (20%) of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision, which includes but is not limited to:
 - a. 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.
 - b. As is applicable, Contractor shall ensure that the certification status of participating SLEB subcontractors is maintained in compliance with the SLEB Program for the term of this contract.
 - c. 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 & Reporting (OCCR).

- d. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System. Contractor and Contractor’s small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the Elation 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 Elation compliance system. SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

County will be under no obligation to pay contractor for the percent committed to a SLEB 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 OCCR 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 Senate Bill (SB) 90 Mandated Cost Reimbursement Services with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:

Exhibit A-1 Specific Requirements and Deliverables/Reports

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal (RFP) No. 901826, 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:

Name	Title	Telephone No.	Email Address
J. Bradley Burgess	Executive Vice President	916-443-3411	bburgess@mgtconsulting.com
Patrick Dyer	Vice President	916-443-3411	pdyer@mgtconsulting.com
Chris Brunette	Senior Consultant	916-443-3411	cbrunette@mgtconsulting.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.

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

EXHIBIT A-1

SPECIFIC REQUIREMENTS & DELIVERABLES/REPORTS

The Contractor shall:

1. Perform and carry out in a professional manner services with respect to the preparation and filing of mandated cost reimbursement claims with the State Controller's Office (SCO) in a manner consistent with the provisions of Chapter 486, Statutes of 1975.
2. Be responsible for, but not limited to, the following items in regard to annual mandated cost reimbursement claims:
 - a. Each year, identify all mandated cost reimbursement claims that the County is eligible to file for; identify and inform County staff of new and suspended mandates; provide training, detailed guidelines, and appropriate tools to department staff for preparing new claims; and create detailed plans on how to ensure on-time preparation, review and submission of claims.
 - b. Work with the County's SB 90 Coordinator to develop reasonable task lists and timelines for claims to be filed.
 - c. Using cost and other data provided by the County, prepare components of mandated cost reimbursement claims in an expeditious manner that allows adequate and timely review by County staff; and work with department staff to identify and make any needed corrections before completing/finalizing each claim.
 - d. File with the SCO annual State-mandated cost reimbursement claims that are identified for filing by the County on or before the State of California filing deadline(s) for those claims.
 - e. Agree to perform any reasonable and necessary follow-up services with respect to such filed mandated cost reimbursement claims as reasonably requested by the County, including those additional services set forth in Item 5, below.
3. Be responsible for the preparation and submission of cost claims pursuant to the SCO's Claiming Instructions issued for each mandate that requires State reimbursement.
4. Be responsible for the monitoring of mandated cost reimbursement claims, and monitoring the general payment status of all claims submitted on behalf of the County.
5. Be responsible for, but not limited to, the following in relation to State audits:

- a. Assist the County in the review of and response to any audit or desk review by the State Controller's Office relating to any mandated cost reimbursement claims filed by Contractor on behalf of the County.
 - b. In the event that the State Controller's Office has reduced a mandated cost reimbursement claim by at least one thousand (\$1,000.00) dollars, the County shall have the option of directing the Contractor to file an Incorrect Reduction Claim on the disallowed portion, in which case Contractor shall file an Incorrect Reduction Claim, and the County shall assist and provide all documentation necessary to support the claim. It is understood that the obligations of the Contractor are through any hearings on the Incorrect Reduction Claim before the Commission on State Mandates, and Contractor is not obligated to file suit in any court on said Incorrect Reduction Claim in the event that the Commission does not rule favorably for the County.
6. Be responsible for conducting interviews and gathering information on departmental and organizational costs incurred for mandated services.
 7. Provide qualified personnel to prepare the mandated cost reimbursement claims and work with County staff to review and correct the claims for accuracy.
 8. Submit mandated cost reimbursement claims for payment according to individual program requirements.
 9. Provide expert consultation as requested by County staff.
 10. Develop and provide custom reports as required by the County.

Mandated cost reimbursement claims services shall be undertaken and performed by the Contractor in such sequence as to assure their expeditious completion in order to best carry out the purposes of any contract which may be entered into as a result of this RFP. All mandated cost reimbursement claim filing services required hereunder shall be completed by the State of California's required date for each specific claim.

The County may withhold filing of mandated cost reimbursement claims in the following circumstances:

1. The County may instruct the Contractor to withhold a specific mandated cost reimbursement claim or claims pursuant to a specific State claiming instruction. Such direction must be in writing and provided to the Contractor at least thirty (30) days prior to the due date of the claim.
2. At its own discretion, the Contractor may notify the County of its intention to not pursue a specific mandated cost reimbursement claim and the reasons therefore. Such notification shall be in writing and provided to the County not less than thirty (30) days

prior to the due date of the claim. Should the Contractor not so notify the County, the County will expect the Contractor to pursue the mandated cost reimbursement claim if it is above the minimum limit set by the State.

Deliverables/Reports

1. At a minimum, the Contractor shall deliver an annual report of all mandated cost reimbursement claims prepared and filed by Contractor on behalf of the County upon completion of the mandated cost reimbursement claims process.
2. As requested by the County, the Contractor shall provide report(s) that include information such as the following:
 - a. the date that the consultant received the Indirect Cost Rate Proposal (ICRP) information from the County;
 - b. the dates that the Contractor submitted ICRPs to County departments for review and approval;
 - c. the date each department provided approval of the ICRP to the Contractor;
 - d. the dates that the Contractor received non-ICRP information from departments as required;
 - e. the dates the Contractor sent claims to departments for approval;
 - f. the date each department sent approval of the claim to the Contractor; and
 - g. the amount claimed (per department) for each of the claims.
3. In addition to the above reports, the Contractor shall provide a list of suspended mandates to the County Administrator's Office each year at the end of the State budget process.

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	Year 2	Year 3
Mandated Cost Reimbursement Services (Total Costs shall include all costs associated with this contract including all Reports included in these Specifications, Terms and Conditions)	\$81,030	\$83,461	\$85,965

Grand Total 3-Year Cost

\$250,456

- 2. Invoices will be reviewed for approval by the County, County Administrator’s Office.
- 3. Total payment under the terms of this Agreement will not exceed the total amount of \$250,456. This cost includes all taxes and all other charges.
- 4. Payments to the Contractor will be made as follows:
 - a. 30% when the kickoff meeting and data preparation is complete.
 - b. 30% after the draft claims are complete, and when applicable, a report is issued identifying which departments have and have not submitted requested data.
 - c. 30% after all claims are submitted to the State Controller’s Office.
 - d. 10% after the yearly exit conference when all claims and State audits are complete.

EXHIBIT C INSURANCE REQUIREMENTS

EXHIBIT C COUNTY OF ALAMEDA MINIMUM 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; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$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 Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, 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**

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

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named 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: MGT of America Consulting, LLC

PRINCIPAL: J. Bradley Burgess **TITLE:** Executive Vice President

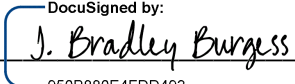
SIGNATURE:  J. Bradley Burgess **DATE:** 11/22/2019
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EXHIBIT E

**COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

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

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

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

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