

ATTACHMENT 1
Alameda County
Surplus Property Development Trust Fund
Investment Policy
As Amended November 16, 2004

I. Introduction

The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities.

This investment policy is based on state law and prudent money management. All Surplus Property Development Trust Funds (the "Trust Funds") will be invested in accordance with this policy.

II. Scope

It is intended that this policy cover only those funds in the Alameda County Surplus Property Development Trust Fund.

III. Prudence

Investments shall be made with judgment and care - under circumstances then prevailing—which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

IV. Investment Philosophy

The primary objectives, in priority order, of the investment activities of the Trust Fund shall be:

- 1) Safety. Safety of principal is the foremost objective of the investment program. Investments for the Trust Fund shall be undertaken in a manner that seeks to ensure preservation of capital in the portfolio.
- 2) Liquidity. The investment portfolio or the Trust Fund will remain sufficiently liquid to enable the County to meet its cash flow requirements.
- 3) Return On Investment. The investment portfolio for the Trust Fund shall be designed with the objective of attaining a market rate of return on its investments consistent with the constraints imposed by its safety objective and cash flow considerations.

V. Duration

The portfolio's average target duration shall be within 15%, plus or minus, of the duration of the benchmark that will be used to measure performance—the Merrill Lynch 1-3 Year Treasury Index.

VI. Delegation of Authority

The management responsibility for the investment program is hereby delegated to the Treasurer, in coordination with the County Administrator's Office, with the understanding that they have retained investment management firms for investment advisory, management and reporting services for the Trust Funds. The County Administrator's Office and the Treasurer shall monitor and review all investments for consistency with this investment policy. Management responsibility and delegation of authority are for a one-year period, subject to review by the Board and renewable annually. No person may engage in any investment transaction except as provided under the limits of this policy. The investment management firms shall follow the policy and such other written instructions as are provided.

VII. Ethics and Conflict of Interest

No officers or employees involved in the investment process shall accept honoraria, gifts or gratuities from any advisor, broker, dealer, banker or other person with whom the county conducts business with an aggregate value in excess of \$250.00 in any calendar year.

VIII. Permitted Investment Instruments

Section 53600 et seq. of the Government Code of the State of California prescribes the statutory requirements relating to investments by local treasurers, including proportional limits by investment type relative to the size of the investment pool, and maximum maturity of investments.

The Trust Fund investments shall conform with the legal provisions set forth in the Government Code, except that, the County further prescribes the following requirements:

1. Bankers Acceptances

Maximum limit: 40%

Rating requirement:

- at least "A" rated domestic banks
- at least "AA" rated U.S. branch of foreign banks

May not exceed 180 days maturity

2. Commercial Paper

Maximum limit: 15%/30%

Rating requirement:

- at least "A-1" as rated by Standard & Poor's Corporation *or* "P-1" as rated by Moody's Investor Service, Inc., if maturity does not exceed 30 days
- at least "A-1" as rated by Standard & Poor's Corporation *and* "P-1" as rated by Moody's Investor Service, Inc., if maturity exceeds 30 days

May not exceed 90 days maturity

3. Medium-Term Notes

Maximum limit: 30%

Rating requirement:

- at least rated "A" or its equivalent by a nationally recognized rating service if maturity is less than 3 years
- at least rated "AA" or its equivalent by a nationally recognized rating service if maturity is three years or more

4. Negotiable Certificates of Deposits or Bank Notes

Maximum limit: 30%

Rating requirement:

- at least rated “A” if issued by a domestic bank
- at least rated “AA” if issued by a U.S. branch of a foreign bank

May not exceed one year in maturity

5. Money Market Funds

Maximum limit: 20%

To be eligible for purchase, the money market fund must maintain a constant \$1.00 NAV (Net Asset Value), and meet the either of the following requirements:

- a) The fund must be invested in securities and obligations permitted by subdivisions (a) to (1) inclusive, of Section 53601 of the Government Code of the State of California. The fund must attain the highest ranking or the highest letter and numerical rating by at least two of the three largest nationally recognized rating services; or
- b) The fund must be invested in securities and obligations permitted by subdivisions (a) to (1) inclusive, of Section 53601 of the Government Code of the State of California, and if not rated, must retain an investment adviser registered with the SEC with not less than five years experience investing in the securities and obligations as authorized by subdivisions (a) to (m), inclusive, and with assets under management in excess of \$500,000,000.

Investments in any one money market fund may not exceed 5% of the portfolio

6. U.S. Treasury Bills, U.S. Government Notes, Federal Agency Notes, debt issues of the State of California and debt issues of local agencies within the State of California

No maximum limit.

Purchase of debt issues of the U.S. Government, Federal Agencies, State of California and other local agencies in the State of California are eligible for purchase without limit, subject to requirements and restrictions of Section 53601 et seq. of the Government Code, except that floating rate notes, structured notes and other derivative securities permitted for purchase under the Code shall be limited to an aggregate cap of 15% of the total portfolio.

Plain callable securities are not subject to the 15% limitations.

7. a) Repurchase Agreements

Maximum limit: 20%

- Counter-party requirement: financial institution that will deliver the securities versus payment.
- Collateral: U.S. Government Securities or Federal Agency Securities with final maturity not exceeding 5 years from commencement of repurchase agreement.

- Collateral Value: 102% if collateral matures within one year; or 105% if collateral matures after one year but not exceeding 5 years. Mark-to-market each Friday morning during the term of the agreement.
 - Maximum term of agreement: 90 days.
- b) **Reverse Repurchase Agreements** (borrowing) for leveraging purposes shall conform in all aspects to the governing provisions of the Government Code Section 53601, et. seq. Reverse repurchase agreements which have been entered into for purposes of either raising temporary cash needs or for the purpose of leveraging to attain favorable investment spreads, must be approved by the Board of Supervisors pursuant to Government Code guidelines.
8. **LAIF** (Local Agency Investment Fund)
Maximum: \$30,000,000.
9. **Collateralized/FDIC -Insured Time Deposits**
- The Trust Fund may be invested in interest-bearing inactive public time deposits with banks and savings and loan associations located within the State of California, collateralized in accordance with requirements of the Government Code. Uncollateralized interest-bearing inactive time deposits are allowed up to the FDIC-insured amount of \$100,000, provided that the depository institution requests, and the County grants, a waiver of security in writing.
- FDIC-insured inactive time deposits may be placed only with banks located and headquartered in the immediate San Francisco Bay Area counties, regardless of rating.
10. **Others:** Any other legally permitted investments by specific authorizing resolutions of the Alameda County Board of Supervisors shall be eligible investments.

Where there is a specific percentage limitation for a particular category of investment, that percentage is applicable only at the date of purchase.

Credit criteria listed in this section refers to the credit of the issuing organization at the time the security is purchased.

IX. Maximum Maturity

Investment maturities shall be based on a review of cash flow forecasts, as provided to the investment advisor. Maturities will be scheduled so as to permit the County to meet all projected obligations.

The maximum maturity of any issue will be no more than five years from the purchase date.

X. Ineligible Investments

The Trust Fund shall not invest any funds in mortgage backed securities, inverse floaters, range notes, or interest-only strips that are derived from a pool of mortgages, or in any security that could result in zero interest accrual if held to maturity.

XI. Investment Report

The investment advisory firms shall submit a report on the monthly status of the Trust Fund to the Alameda County Administrator, Treasurer and the Auditor-Controller. The investment report must include the total market value of the securities, and the source of the valuations, on reports of portfolio holdings at the end of September, December, March and June.

The quarterly report shall also (i) state compliance of the portfolio to the statement of investment policy, or manner in which the portfolio is not in compliance, (ii) include a description of any of the County's funds, investments or programs that are under the management of contracted parties, including lending programs, and (iii) include a statement denoting the ability of the County to meet its expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.

XII. Performance Benchmark

The investment advisory firms will report the total rate of return of the portfolio at the end of each quarter. The portfolio's total rate of return will be compared to a benchmark. The benchmark is the Bank of America Merrill Lynch 1-3 Year Treasury Index.

XIII. Safekeeping and Custody

The assets of the Trust Fund shall be secured through the third-party custody and safekeeping procedures. Bearer instruments shall be held only through third-party institutions. Collateralized securities such as repurchase agreements shall be purchased using the delivery vs. payment procedure.

ATTACHMENT 2

SMALL LOCAL EMERGING BUSINESS (SLEB) PARTNERING INFORMATION SHEET

In order to meet the Small Local Emerging Business (SLEB) requirements of this **RFP/Q**, all bidders must complete this form as required below.

Bidders not meeting the [definition of a SLEB](http://acgov.org/auditor/sleb/overview.htm) (<http://acgov.org/auditor/sleb/overview.htm>) are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be considered for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. This form must be submitted for each business that bidders will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

Bidders are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be economic, but this partnership will also assist the SLEB to grow and build the capacity to eventually bid as a prime on their own.

Once a contract has been awarded, bidders will not be able to substitute named subcontractors without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).

County departments and the OCCR will use the web-based Elation Systems to monitor contract compliance with the SLEB program (Elation Systems: <http://www.elationsys.com/elationsys/>).

☐ **BIDDER IS A CERTIFIED SLEB (sign at bottom of page)**

SLEB BIDDER Business Name: _____

SLEB Certification #: _____ **SLEB Certification Expiration Date:** _____

NAICS Codes Included in Certification: _____

☐ **BIDDER IS NOT A CERTIFIED SLEB AND WILL SUBCONTRACT ____% WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES:** _____

SLEB Subcontractor Business Name: _____

SLEB Certification #: _____ **SLEB Certification Expiration Date:** _____

SLEB Certification Status: ☐ Small / ☐ Emerging

NAICS Codes Included in Certification: _____

SLEB Subcontractor Principal Name: _____

SLEB Subcontractor Principal Signature: _____ **Date:** _____

Upon award, prime Contractor and all SLEB subcontractors that receive contracts as a result of this bid process agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

ATTACHMENT 3

| RFP- INVESTMENT ADVISORY MANAGEMENT SERVICES | | | | |
|--|----------------------|--|---------------------------------|--|
| Business Name | Contact Name | Address | City | Email |
| Payden & Rygel | Gregory Brown | 333 South Grand Ave., 32 Floor | Los Angeles, CA 90071 | gbrown@payden.com |
| Utendahl Capital Management, LP | | 30 Broad Street, 21st Floor | New York, NY 10005 | |
| Metropolitan West Asset | Ann Bohrer | 865 S Figueroa St, Los Angeles, CA 90017 | Los Angeles, CA | |
| Voyageur Asset Management | Kathleen R. Callahan | 155 Federal Street, 16111 Floor | Boston, MA 02111 | |
| PK Securities | Penny Palmer | Five Mabry Way | San Rafael, CA 94903 | ppalmer@pksecurities.com |
| ATRISOL Advisors, Inc. | G. Alvarado | 5700 Stoneridge Mall Road, #200 | Pleasanton, CA 94588 | |
| Emerge Financial Group | Keith Towns | 7677 Oakport Street, Suite #1 060 | Oakland, CA 94621 | k_towns@emergefinancial.com |
| PF Wealth Management Group | Frank Pare | 1970 Broadway #525 | Oakland, CA 94612 | clientservices@pfwealthgroup.com |
| Seix Advisors | Mark Meyer | One Maynard Drive Suite 3200 | Park Ridge, NJ 07656 | mmeyer@seixadvisors.com |
| Hughes Capital Management, Inc. | Frankie Houghes | 1301 Capital of Texas Hwy, Ste A-300 | Austin, TX 78746 | info@hcmaustin.com |
| Edward Price Co | Cliff Price | 1711 B. Martin Luther King Jr. Way | Berkeley, CA 94709 | cliff@eprice.com |
| Western Asset Management | Clifford R. Earle | 385 East Colorado Boulevard | Pasadena, California 91101 | |
| MacKayShields, LLC | James Farrell | 1345 6th Ave | New York, NY 10105 | james.farrell@mackayshields.com |
| Columbia Capital Management LLC | Dennis Lloyd | 48 North Camden Drive, Ste 300 | Beverly Hills, California 90210 | dlloyd@comlumbiacapital.com |
| Williams Capital Management | Dale St Claire | 570 Seventh Avenue, Suite 5041 | New York, NY 10018 | stclaire@willcapmanagement.com |
| PGP Partners, Inc. | Bob Dewey | 2855 E Guasti Road, Suite 201 | Ontario, California 91761 | bdewey@pgppartnersinc.com |
| ALLIANCEBERNSTEIN | | 1345 Avenue of the Americas | New York, NY 10105 | ir@alliancebernstein.com |
| The Patterson Capital Corporation | | 2029 Century Park East | Los Angeles, CA 90067 | clientservices@pattersoncapital.com |
| Smith-Graham & Company | Jamie House | 6900 Travis Street # 6900 | Houston, TX 77004 | jhouse@smithgraham.com |
| Brown Brother Harriman & Co | Wyatt Courtney | 140 Broadway | New York, New York 10005 | Wyatt.Courtney@bbh.com |
| Sit Fixed Income | Robert B. Harrigan | 3300 IDS Center 80 South Eighth Street | Minneapolis, MN 55402 | siainfo@sitinvest.com |
| Longfellow Investment Management Company | | 295 Devonshire Street | Boston, MA 02111 | info@Longfellowinvestment.com |
| Dwight Asset Management | John A. Shea | 100 Bank Street, 8th Floor, Suite 800 | Burlington, VT 05401 | |
| Fischer Francis Trees & Watts | Jennifer McCaffrey | 200 Park Ave 46th floor | New York, NY 10017 | Jennifer.mccaffrey@bnpparibas.com |
| Chandler Asset Management, Inc | Kay Chandler | 9255 Towne Centre Drive, Suite 350 | San Diego, CA 92122 | Kaychandler@chandlerasset.com |
| LM Capital Group | Jennifer Sturak | 750 B St #3010 | San Diego, CA 92101 | jsturak@lmcapital.com |
| Taplin, Canada & Habacht, Inc. | Alvarez Canida | 1001 Brickell Bay Drive, Suite 2100 | Miami, Florida 33131 | tch@tchinc.com |
| Higgins Capital Management, Inc | Deborah M. Higgins | 2223 Avenida De La Playa, Ste 210 | La Jolla, CA 92037 | debbie@higginscapital.com |
| NorthShore Advisors LLC | Jane Wyatt | 7831 Glenroy Road Suite 210 | Minneapolis, MN 55439 | jwyatt@northshoreadvisorsllc.com |
| Standish Mellon Asset Management | Alex Over | 201 Washington Street | Boston, Massachusetts 02108 | aover@standish.com |
| Patrick Hubert Partners, LLC | J. James Lee | 712 Bancroft Rd. #429 | Walnut Creek, CA 94598 | jlee@patrickhubertpartners.com |
| Hartford Investment Management | Scott Bontempo | 1 Hartford Plaza | Hartford, Connecticut 06150 | scott.bontempo@himco.com |
| Delaware Investments | Kim Reddy | 2005 Market Street | Philadelphia, PA 19103 | Kimberly.reddy@delinvest.com |
| Vining-Sparks IBG, LP | Jeff Ward | 775 Ridge Lake Blvd # 200 | Memphis, TN 38120 | jward@viningsparks.com |
| Wellington Management Co., LLP | Courtney Hoffman | 2 Embarcadero Center # 1645 | San Francisco, CA 94111 | cahoffman@wellington.com |
| Public Trust Advisors | Mark J. Creger | 777 South Figueroa Street Suite 805 | Los Angeles, CA 90017 | mark.creger@publictrustadvisors.com |
| PFM Asset Management LLC | Monique Spyke | 50 California Street Suite 2300 | San Francisco, CA 94111 | spykem@pfm.com |

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, is by and between the County of Alameda, hereinafter referred to as the “County”, and _____ hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain Investment Advisory and Management services which are more fully described in Exhibit A hereto; 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 Investment Advisory, and Management 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 B | Payment Terms |
| Exhibit C | Insurance Requirements |
| Exhibit D | Debarment and Suspension Certification |
| Exhibit E | Iran Contracting Act (ICA) of 2010 |

The term of this Agreement shall be from January 1, 2019 through December 31, 2022 with an option to extend the contract by mutual agreement of the County and the Contractor for two additional one-year periods.

The compensation payable to Contractor hereunder shall be based upon the schedule in Exhibit B for the term of this Agreement. Total compensation per calendar year shall not exceed \$_____

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

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: _____
Signature

By: _____
Signature

Name: _____
(Printed)

Name: _____
(Printed)

Title: President of the Board of Supervisors

Title: _____

Date: _____

Approved as to Form:

By: _____
County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

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 in 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, Ste. 555
Oakland, CA 94612
Attn: Jeffrey Rayos

To Contractor:

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 Investment Advisory and Management Services shall not exceed \$_____ in any calendar year for services provided hereunder prior to the effective date of said suspension, termination or abandonment

21. **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:**

SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:

Contractor shall subcontract with *company name (street, address, city, state; Principal, name)*, for services to be provided under this Agreement in an amount equal to twenty percent (20%) (*or adjust percentage if more than or less than 20%. If less than 20% a copy of approved GSA Waiver or Board approval is required*) 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 (OCC).
- 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 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 the County Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

See additional provisions

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 two additional one year terms 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:

Investment Advice

- In consultation with the County, prepare investment strategies for the Surplus Property Development Trust Fund and any bond proceeds, identifying short and long term goals, and recommending changes as required in order to maximize yield and/or minimize risk, as applicable; and
- Make recommendations as to the purchase and sale of securities in support of identified goals, and consistent with either the bond's investment guidelines or the Fund's Investment Policy as well as applicable law.

Trades

- In consultation with the County, arrange and manage all transactions.

Reporting

- Provide regular management and compliance reports for each portfolio which include the following:
 - Description of each security, including maturity, book and market value (monthly);
 - Trading data, including identification of Alameda County trading partners and commissions (monthly);
 - Risk rating of each security, and for each portfolio as a whole, by percentage in each risk category (quarterly);
 - Liquidity profile of each portfolio (quarterly); and
 - Other key indicators, events and information relevant to managed portfolios, including but not limited to total return and credit market conditions.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

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 B

PAYMENT TERMS

1. County will pay Contractor upon successful completion and acceptance of the following services listed below, within thirty (30) days, upon receipt of invoice.

Assets Under Management

Annual Fee

2. Invoices will be approved by the County Administrator's Office
3. Total payment under the terms of this Agreement will not exceed the total amount of \$_____ per calendar year. This cost includes all taxes and all other charges.

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 | \$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"> 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. 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. 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. 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. 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. 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". CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 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: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EXHIBIT E

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

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

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

NAME: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

ATTACHMENT 5

AWARD OF CONTRACT

1. The Evaluation Committee will recommend award to the proposer who, in its opinion, has submitted the proposal that best serves the overall interests of the County, submits an acceptable fee proposal upon request and completes successful contract negotiations.
2. The County reserves the right to reject any or all responses that materially differ from any terms contained herein or from any Exhibits attached hereto and to waive informalities and minor irregularities in responses received.
3. The County reserves the right to award to a single or multiple contractors.
4. The County has the right to decline to award this contract for any reason.
5. Board approval to award a contract is required.
6. Contractor shall sign an acceptance of award letter prior to Board approval.
7. The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Proposer's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

PROPOSAL PROTEST/APPEALS PROCESS

Any Proposal protest by any Proposer regarding any other Proposal must be submitted in writing to the County Administrator's Office, located at 1221 Oak Street, Suite 555 Oakland, CA 94612, attn.: Jeffrey Rayos; Fax: (510) 272-3784, before 5:00 p.m. of the **FIFTH (5th)** business day following the date of issuance of the Notice of Intent to Award, not the date received by the Proposer. A Proposal protest received after 5:00 p.m. is considered received as of the next business day.

- a) The Proposal protest must contain a complete statement of the reasons and facts for the protest.
- b) The protest must refer to the specific portions of all documents that form the basis for the protest.
- c) The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
- d) The County Administrator's Office will transmit a copy of the Proposal protest to all proposers as soon as possible after receipt of the protest.
- e) Upon receipt of written protest, the County Administrator, or designee will review and evaluate the protest and issue a written decision. The County Administrator, may, at his

ATTACHMENT 5

or her discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Proposer and others (as appropriate) to discuss the protest. The decision on the Proposal protest will be issued at least ten (10) business days prior to the Board hearing or award date.

- f) The decision will be communicated by e-mail or fax, and certified mail and will inform the proposer whether or not the recommendation to the Board in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Proposers affected by the decision. As used in this paragraph, a Proposer is affected by the decision on a Proposal protest if a decision on the protest could have resulted in the Proposer not being the apparent successful Proposer on the RFP.
- g) The decision of the Assistant County Administrator on the Proposal protest may be appealed to the Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612, Fax: (510) 272-6553. The Proposer whose Proposal is the subject of the protest, all Proposers affected by the Assistant County Administrator's decision on the protest, and the protestor have the right to appeal if not satisfied with the Assistant County Administrator's decision. All appeals to the Auditor-Controller's OCC shall be in writing and submitted within five (5) business days following the issuance of the decision by the Assistant County Administrator, not the date received by the Proposer. An appeal received after 5:00 p.m. is considered received as of the next business day.
- h) The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
- i) In reviewing protest appeals, the OCC will not re-judge the proposal(s). The appeal to the OCC shall be limited to review of the procurement process to determine if the contracting department materially erred in following the RFP/RFQ or, where appropriate, County contracting policies or other laws and regulations.
- j) The appeal to the OCC also shall be limited to the grounds raised in the original protest and the decision by the County Administrator. As such, a Proposer is prohibited from stating new grounds for a Proposal protest in its appeal.
- k) The decision of the Auditor-Controller's OCC is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCC will be furnished to the protestor, the Proposer whose Proposal is the subject of the Proposal protest, and all Proposers affected by the decision.
- l) The County will complete the Proposal protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisors.

ATTACHMENT 5

- m) The procedures and time limits set forth in this paragraph are mandatory and are each Proposer's sole and exclusive remedy in the event of Proposal Protest. A Proposer's failure to timely complete both the Proposal protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the Proposal protest, including filing a Government Code Claim or legal proceedings.