



## TREASURER – TAX COLLECTOR

Henry C. Levy  
Treasurer – Tax Collector

Commercial Bank Services  
Request for Proposal (RFP)  
Notice to Prospective Proposers

October 15, 2024

TO: All Interested Parties

The Alameda County Treasurer Tax Collector is pleased to provide the attached Commercial Banking RFP. Respondents to this RFP must email a notice of Intent to Bid, located in the bidder's packet, by **Thursday, October 24, 2024, 5:00 p.m., Pacific Time**, to [Treasury.Investments@acgov.org](mailto:Treasury.Investments@acgov.org). A mandatory online bidders conference will be scheduled for **Thursday, October 31, 2024 at 8:30 a.m., Pacific Time**. The call in number will be provided to those institutions that complete and return the notice of Intent to Bid. A completed proposal must be received by **Friday, December 13, 2024, 5:00 p.m., Pacific Time**.

Should you have further questions regarding the RFP, please contact by e-mail at [Treasury.Investments@acgov.org](mailto:Treasury.Investments@acgov.org).

Bids must be delivered either via email to [Treasury.Investments@acgov.org](mailto:Treasury.Investments@acgov.org) or to the address below no later than **Friday, December 13, 2024, 5:00 p.m., Pacific Time**.

Delivery address:

**ATTN: Investment Specialist  
Alameda County Treasurer-Tax Collector  
1221 Oak Street Room 131  
Oakland, CA 94547**

On behalf of the Alameda County Treasurer Tax Collector's Office, thank you for your interest.

Sincerely,

Henry C. Levy  
Alameda County

# COUNTY OF ALAMEDA

## REQUEST FOR PROPOSAL No. CBS2024

for

### Commercial Bank Services

For complete information regarding this project, see Request for Proposal (RFP) posted at [Alameda County Current Contracting Opportunities](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) [https://gsa.acgov.org/do-business-with-us/contracting-opportunities/] or contact the County representative listed below.

Thank you for your interest!

Contact Person: Isaac Pel

Phone Number: (510) 272-6449

Email Address: [Treasury.Investments@acgov.org](mailto:Treasury.Investments@acgov.org)

Alameda County Treasurer Tax Collector / General Services Agency (GSA) – Procurement

**RESPONSE DUE**

by

**5:00 p.m. (PST)**

on

**DECEMBER 13, 2024**

**Alameda County, Treasurer Tax Collector**



Alameda County is committed to reducing environmental impacts across our entire supply chain. Please print only what you need, print double-sided, and use recycled-content paper if printing this document.

# CALENDAR OF EVENTS

## REQUEST FOR PROPOSAL No. CBS2024 COMMERCIAL BANK SERVICES

EVENT	DATE/LOCATION
Request Issued	October 18, 2024
Intent to Bid submitted to Email: <a href="mailto:Treasury.Investments@acgov.org">Treasury.Investments@acgov.org</a>	October 24, 2024 by 5:00 p.m. (PST)
Networking/Bidders Conference	October 31, 2024 @ 8:30 a.m. (PST) – Virtual Meeting  Dial instructions will be provided to those who submit an intent to bid.
Written Questions Due via Email: <a href="mailto:Treasury.Investments@acgov.org">Treasury.Investments@acgov.org</a>	November 6, 2024 by 5:00 p.m. (PST)
List of Attendees	November 6, 2024 by 5:00 p.m. (PST)
Questions & Answers Issued	November 13, 2024 by 5:00 p.m. (PST)
Addendum Issued [only if necessary to amend RFP]	Check GSA’s website daily for any updates: <a href="https://gsa.acgov.org/do-business-with-us/contracting-opportunities/">https://gsa.acgov.org/do-business-with-us/contracting-opportunities/</a>
Response Due and Submitted to Email: <a href="mailto:Treasury.Investments@acgov.org">Treasury.Investments@acgov.org</a>	December 13, 2024 by 5:00 p.m. (PST)
Evaluation Period	December 13, 2024 – January 31, 2025
Optional Vendor Interviews	TBD
Notice of Intent to Award Issued	TBD
Board Consideration Award Date	TBD
Contract Start Date	Q3 2025

**NOTE: All dates are tentative and subject to change.**

## **BIDDERS CONFERENCE(S)**

The Bidders Conference held on the date specified in the Calendar of Events and will have online conference capabilities for remote participation. Bidders can opt to participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) at:

### **Online meeting invite will be provided end of day October 25, 2024**

Information regarding the RFP will be presented during the conference(s). To get the best experience, the County recommends that Bidders who participate remotely use equipment with audio output such as speakers, headsets, or a telephone.

Bidders Conference(s) will be held to:

- Provide an opportunity for Bidders to request clarification on this RFP and ask specific questions about the project, goods, and services.
- Provide the County with an opportunity to receive feedback related to this RFP.

The Bidders Conference Attendees List will be released in a separate document.

Written questions submitted via email by the stated deadline will be addressed in a posted RFP Questions and Answers (Q&A) following the Bidders Conference. Should there be a need to amend or revise the RFP, an Addendum will be issued. Any verbal statements, including at any Bidders Conference are not binding. Only the written documents will be binding.

Questions regarding these specifications, terms, and conditions are to be submitted in writing via email by 5:00 p.m. on the date specified in the Calendar of Events to:

**Treasurer Tax Collector**  
**Alameda County**  
**Email: [Treasury.Investments@acgov.org](mailto:Treasury.Investments@acgov.org)**

Vendors who attend the Bidders Conference(s) will be added to the Vendor Bid List.

**COUNTY OF ALAMEDA**  
**REQUEST FOR PROPOSAL No. CBS2024**  
**SPECIFICATIONS, TERMS & CONDITIONS**  
**FOR**  
**COMMERCIAL BANK SERVICES**

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**ATTACHMENTS (EXHIBIT A, B, D, C, E, F, G, H, I)**

- EXHIBIT A**     [BID RESPONSE PACKET](#)
- EXHIBIT B**     [SCOPE OF WORK FOR TREASURY SERVICES](#)
- EXHIBIT C**     [LISTING OF ACCOUNTS](#)
- EXHIBIT D**     [TECHNICAL FILE SPECIFICATIONS](#)
- EXHIBIT E**     [REFERENCES](#)
- EXHIBIT F**     [INSURANCE REQUIREMENTS](#)
- EXHIBIT G**     [BIDDERS EXCEPTION FORM](#)
- EXHIBIT H**     [STANDARD SERVICES AGREEMENT](#)

1. EXHIBIT A – [DEFINITION OF SERVICES](#)
2. EXHIBIT B – [PAYMENT TERMS](#)
3. EXHIBIT C – [INSURANCE REQUIREMENTS](#)
4. EXHIBIT D – [DEBARMENT AND SUSPENSION CERTIFICATION](#)
5. EXHIBIT E – [CONTRACTING COMPLIANCE REPORTING REQUIREMENTS](#)
6. EXHIBIT F – [THE IRAN CONTRACTING ACT \(ICA\) OF 2010](#)

- EXHIBIT I**     [PRICING MATRIX](#)

## **I. Intent**

It is the intent of these specifications, terms, and conditions to describe the commercial banking services being requested by the County.

The County intends to award a 5 -year contract (with the option to renew for two, 2-year extensions (total of 9 years) to the Bidder selected as the most responsible and whose response conforms to the RFP and meets the County's requirements.

These specifications, terms, and conditions are to procure the most environmentally preferable products with equivalent or higher performance and at an equal or lower cost than traditional products. Specific requirements from the County's Sustainability Program related to this RFP are included in the appropriate sections.

## **BACKGROUND**

### **ALAMEDA COUNTY**

The County of Alameda is a political subdivision of the State of California in the San Francisco Bay Area formed in 1853. The County covers an area of approximately 821 square miles in the Bay Area of the State. It is the 20th largest county (by population) in the United States, and the 7th largest county in California. The City of Oakland, the County seat, is one of the most populous cities in the State.

The County of Alameda is governed by a five-member Board of Supervisors, each of whom is elected on a non-partisan basis from a separate district where he/she lives. Within the broad limits established by the State Constitution, State General Law, and the Alameda County Charter, the Board exercises both the legislative and the executive functions of government. The Board of Supervisors is also the governing body for several "special districts" within Alameda County.

The Alameda County Treasurer Tax Collector is soliciting proposals from qualified firms to provide commercial bank services for domestic assets.

The Alameda County Treasurer Tax Collector is responsible for managing the commercial banking relationship and is seeking a cost-effective solution that provides access to leading edge technology, and seamless delivery of services and client support.

## PURPOSE

The selected firm will be awarded a Commercial Banking Services Agreement. The term of the agreement will cover a five-year period. The term of the agreement may be extended for two (2) two-year periods whereby the total contract period shall not exceed nine (9) years. The agreement is subject to termination by either party via written notification at least one hundred and eighty (180) days in advance.

The County maintains 63 banking accounts, utilizing commercial banking services as defined in the Scope of Work (**Exhibit B**). The County utilizes account analysis billing statements to project required balances to offset services. Sweep services are utilized to maximize liquidity management opportunities.

## II. BIDDERS MINIMUM QUALIFICATIONS

**Qualifying Requirements (if you answer “yes” to all of the following you may proceed. If you answer “no” to any of the following questions note the reason on the exception form or do not proceed).**

In order for a proposal to be considered, the Bidder must provide documentation that it meets the following qualifying requirements at the time the proposal is submitted:

- a. The bidder must be a state or national bank or trust company that is a member of the Federal Deposit Insurance Corporation, including, without limitation, a branch of the Federal Reserve Bank and subject to supervision or examination by a federal or state agency.
- b. The bidder must be FDIC insured.
- c. The bidder must qualify as a depository of public funds in the State of California.
- d. The proposer must have sufficient collateralized balances to be in compliance with sections 53651 and 53652 of the California Government Code.
- e. The proposer must conform to all applicable rules of the National Automated Clearing House Association (NACHA) and Uniform Commercial Code Article 4A(UCC4A)
- f. Proposer must be an Equal Opportunity Employer, adhere to acceptable nondiscrimination guidelines to not discriminate against any employee or applicant for employment based on age, race, color, national origin, ancestry, religion, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status.
- g. Proposer must hold a credit rating equal to or better than A- by Standard and Poors or Fitch, A3 by Moody’s Investor Services, or a four-star rating by Bauer Financial (evidenced by a report from Bauerfinancial.com). Information on record by the California Department of Treasury will also be reviewed, as well select rating and evaluation services. Any reduction in rating by any proposer rating services should be reported to the County of Alameda immediately.

### III. INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing the Bid Response Packet and submitting a bid proposal, the Bidder agrees to meet the minimum insurance requirements and provide any documentation requested by County upon request.

Insurance documentation must be provided to the County before award and include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.

**Exhibit F** contains the minimum insurance limits required by the County of Alameda to be held by the Contractor performing on a contract issued from this RFP.

### IV. SPECIFIC REQUIREMENTS

The proposal shall:

- a. Provide a complete response to all questions within the Scope of Services.
- b. Shall not be identified as federally debarred or suspended.
- c. Shall include reasonable and realistic costs.
- d. Shall include the bidder's organizational overview describing governance, risk management, controls, compliance, and relevant experience with municipal commercial banking.
- e. Shall describe client services to be provided including day to day contact, reporting, service level standards, reconciliation process, and online services.
- f. Shall describe commercial banking services as detailed in **Exhibit B**.
- g. Shall include suggested enhancements.
- h. Shall include references.
- i. Shall include a conversion plan.

### REFERENCES

Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.

The County may contact some or all the references provided in order to determine items such as a Bidder's years of experience and performance records on work similar to that described in this request.

The County reserves the right to contact individuals/entities for references other than those provided in the Response and to use any information obtained in the evaluation process.

NOTE: Bidders should not list the County department requesting services/goods as part of the references.

1. Does the team handle other public fund clients, with a similar configuration to that of Alameda County? (Please note that Alameda County reserves the right to accept the team and individuals assigned to the relationship.)
  - Provide a minimum of three municipal (3) references similar in scope and size to Alameda County, using **Exhibit E**.
    - At least three (3) references must be for your three most recent organic conversions that are comparable in size and scope to Alameda County.
    - Please use this format for all references. Please use a separate form for each reference. Alameda County may contact any of the clients named as referenced.

## **FEES**

**Instructions:** Bidder must use the separate County Excel Bid sheet attached as **Exhibit I**.

**COST MUST BE SUBMITTED AS REQUESTED ON THE COUNTY PROVIDED MATRIX NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED.**

Bid proposals that do not comply may be rejected.

The cost quoted must include all taxes (excluding sales and use tax) and all other charges, including travel expenses. The price quoted will be the maximum cost the County will pay for the term of any contract resulting from this RFP.

Quantities listed on Alameda County Excel bid matrix are for example only; they are not to be construed as a commitment of the County to purchase that quantity. No minimum or maximum is guaranteed or implied. The cost quoted will be the price of the items identified, regardless of the quantity purchased.

Bid pricing on all line items is required. If there are any line items that are not priced, the bid may be considered a partial bid and disqualified. Partial bids are not acceptable.

By submission to The Alameda County, Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry in the attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

#### A. Commercial Banking and Related Services Fees

Based upon the information provided in this request for proposal, state your annual fee for the next five years for the proposed relationship with Alameda County.

#### **EXCEPTIONS AND CLARIFICATIONS**

**Instructions:** Bidders must use the **Exceptions and Clarifications** form **Exhibit G** to identify and list below any and all exceptions and/or clarifications to the RFP and associated Bid Documents and submit them with the bid proposal.

**Additional Specifics That Are Desired:** The following specifics are desired but are not required to be provided by a Bidder. Any additional items that Bidder can provide will be considered in the scoring of proposals and may become part of the contract requirements.

## V. COUNTY PROCEDURES, TERMS, AND CONDITIONS

### A. EVALUATION CRITERIA / SELECTION COMMITTEE

1. **Initial Evaluation (Completeness of Response and Debarment and Suspension).** All proposals will first be reviewed to determine if they pass the initial Evaluation Criteria (Section A), which are determined on a pass/fail basis.
2. **Evaluation by County Selection Committee.** All proposals that have passed the initial Evaluation Criteria will be evaluated by a County Selection Committee (CSC). The CSC may be composed of County staff and other parties that may have expertise or experience related to the goods or services that are being procured. The CSC will score the proposals according to the Evaluation Criteria set forth in this RFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals will be within the sole judgment and discretion of the CSC.
3. **Unrealistic Bids.** Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical knowledge or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.
4. **Price Discrepancy.** In the case of a discrepancy between the unit price and an extension, the unit price will be used for evaluation purposes.
5. **Evaluation Criteria Descriptions.** The items listed in the Evaluation Criteria should be considered as minimum requirements. All information contained in a proposal and presented in vendor interviews (if there are interviews) will be considered during the evaluation process and included in scoring within the appropriate Evaluation Criteria.
6. **Evaluation Scores.** Proposals will be evaluated and scored on the zero to five-point scale within each Evaluation Criteria below. Scores for all Evaluation Criteria (see the section below) will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a higher-weighted total will be deemed of higher quality than a proposal with a lesser-weighted total.
7. **Shortlist Process:** The evaluation process may include a two-stage approach including a preliminary evaluation of the written proposal and preliminary scoring to develop a shortlist of Bidders that will continue to the final stage of optional vendor interview, site visit, and reference checks. The preliminary scoring will be based on the total points, excluding any points allocated to references, site visits, and optional vendor interview. The 2 Bidders receiving the highest preliminary scores and with at least 80 points may advance to the next evaluation phase. All other Bidders will be deemed

eliminated from the process. All Bidders will be notified of the shortlist participants; however, the preliminary scores at that time will not be communicated to Bidders.

8. **Reference Checks.** The County reserves the right to conduct reference check(s) on all Bidders who submitted a bid proposal. The CSC will then score the reference check(s), as identified in the Evaluation Criteria below, which will then be included in the final score.
9. **Optional Vendor Interviews.** The County may in its sole discretion, conduct vendor interviews. Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidders' proposal. Whether or not a shortlist process is used, the score of any evaluation criterion below may be revised or informed based on the vendor interview.
10. **Final Score.** The final maximum score for any procurement is 110 points (maximum 10% of the final score; derived from 5% for *local* preference and 5% for either *Small and Local* or *Emerging and Local* preference). Proposals will be ranked by their final scores.
  - a. *Without Vendor Interview.* In procurements where there are no vendor interviews, the score received by the evaluation of the written proposal with the reference score added will be the final score.
  - b. *With Vendor Interview.* In procurements where there are vendor interviews, the CSC will consider the interview and may adjust the scores received by the evaluation of the written proposal which, with the reference scores added, will be the final score.
11. **Contact During Evaluation Process.** All contact during the evaluation phase must be through the Treasurer's email only([treasury.investments@acgov.org](mailto:treasury.investments@acgov.org)). Bidders must neither contact nor lobby CSC during the evaluation process. Attempts by Bidders to contact and/or influence members of the CSC may result in disqualification of Bidders.
12. **Determining Award.** As a result of this RFP, the County intends to award a contract to the highest-ranked responsible Bidder(s) as determined by the combined weight of the Evaluation Criteria, whose response conforms to the RFP and whose bid presents the greatest value to the County considering all Evaluation Criteria. The combined weight of the Evaluation Criteria is greater in importance than the cost in determining the best value to the County. The County may award a contract of higher qualitative competence over the lowest priced response.

13. The zero to five-point scale range is defined as follows:

0	Not Acceptable	Non-responsive, fails to meet RFP specification. The approach has no probability of success. If the unmet specification is a mandatory requirement, this score may result in the disqualification of the proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP.
2	Fair	Has a reasonable probability of success; however, some objectives may not be met.
3	Average	Acceptable and likely to achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on the interpretation of the proposal by CSC members.
4	Above Average / Good	Better than that which is average or expected as the norm. Excellent probability of success in achieving all objectives of the RFP requirements and expectations.
5	Excellent / Exceptional	Exceeds expectations, is very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success in achieving all objectives and meeting RFP specifications.

14. The Evaluation Criteria and their respective weights are as follows:

	<b>Evaluation Criteria</b>	<b>Weight</b>
A.	<p><b>Completeness of Response:</b></p> <p>Responses to this RFP must be complete. Responses must address all the requirements identified within this RFP and all related documents, including any Addenda. Failure to meet the Bidder Minimum Qualifications may also be considered an incomplete response and may result in the disqualification of the Bidder.</p>	Pass/Fail
B.	<p><b>Debarment and Suspension:</b></p> <p>Bidders, its principal, and named subcontractors are not identified on the list of Federally debarred, suspended, or other excluded parties located at <a href="http://www.sam.gov/SAM">www.sam.gov/SAM</a>.</p>	Pass/Fail

<b>C.</b>	<p><b>Cost:</b></p> <p>The points for Cost will be computed by dividing the amount of the lowest responsive and responsible bid received by each Bidder's total proposed cost.</p> <p>Cost evaluation points may be adjusted by considering:</p> <ol style="list-style-type: none"> <li>1. Reasonableness (i.e., how well does the proposed pricing accurately reflect the Bidder's effort to meet requirements and objectives?).</li> <li>2. Realism (i.e., is the proposed cost appropriate to the nature of the products and/or services to be provided?).</li> </ol>	20 Points
<b>D.</b>	<p><b>ORGANIZATIONAL OVERVIEW</b></p> <p>Proposals will be evaluated considering the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Governance</li> <li>2. Risk Management</li> <li>3. Controls</li> <li>4. Compliance</li> <li>5. Relevant Experience with commercial bank services</li> <li>6. CRA RATING, Commitment to Community Development Projects</li> </ol>	10 Points
<b>E.</b>	<p><b>CLIENT SERVICES</b></p> <p>Proposals will be evaluated considering the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Day to Day contact</li> <li>2. Reporting</li> <li>3. Service Level Standards</li> <li>4. Reconciliation Process</li> <li>5. Online services</li> </ol>	25 Points
<b>F.</b>	<p><b>COMMERCIAL BANKING</b></p> <p>As identified in Scope of Service Exhibit B</p>	25 Points
<b>G.</b>	<p><b>Suggested Enhancements</b></p>	10 points

<b>H.</b>	<b>References</b>	5 Points
<b>I.</b>	<b>Conversion Plan</b>	5 Points
<b>SMALL LOCAL EMERGING BUSINESS PREFERENCE</b>		
	<b>Local Preference:</b> Points equaling 5% of Bidder’s total score for the above Evaluation Criteria will be added. This will be the Bidder’s <u>final score</u> for purposes of award evaluation.	5
	<b>Small and Local or Emerging and Local Preference:</b> Points equaling 5% of Bidder’s total score for the above Evaluation Criteria will be added. This will be the Bidder’s <u>final score</u> for purposes of award evaluation.	5

**B. CONTRACT EVALUATION AND ASSESSMENT**

1. During the initial 120-day period of any contract awarded, the County may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems.
2. The County reserves the right to determine, at its sole discretion, whether:
  - a. The Contractor has complied with all terms of this RFP and the contract; and
  - b. Any problems or potential problems with the proposed goods and/or services were evidenced, which makes it unlikely (even with possible modifications) that such goods and/or services have met or will meet the County requirements.
3. If, as a result of such determination, the County concludes that it is not satisfied with the Contractor’s performance under any awarded contract and/or Contractor’s goods and services as contracted for therein, the Contractor may be notified that the contract is being terminated. The Contractor must be responsible for returning County facilities to their original state at no charge to the County. The County will have the right to invite the next qualified Bidder(s) to enter into a contract. The County also reserves the right to rebid this project if it is determined to be in its best interest to do so. The County’s right to go to the next qualified Bidder(s) and/or rebid is not limited by the award of a contract or the 120-day period.

**C. NOTICE OF INTENT TO AWARD**

1. At the conclusion of the RFP response evaluation period, all Bidders will be notified in writing by email or US Postal Service mail of the contract award recommendation, if any,

by The Treasurer/Tax Collectors office The document providing this notification is the Notice of Intent to Award/Non-Award.

The Notice of Intent to Award/Non-Award will provide the following information:

- a. The name(s) of the Bidder(s) being recommended for contract award; and
  - b. The names of all other parties that submitted proposals.
2. The submitted proposals will be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be considered by the Board of Supervisors.

#### **D. BID PROTEST / APPEALS PROCESS**

The County of Alameda prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Bidders wish to protest the bid process or appeal the recommendation to award a contract once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

1. Any bid protest must be submitted in writing by 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award, not the date received by the Bidder. The bid protest must be submitted to the office that has been designated for review of protests for this procurement (the Protest Evaluator). For this procurement, the Protest Evaluator is:

**ATTN: Investment Specialist  
Alameda County Treasurer-Tax Collector  
1221 Oak Street Room 131  
Oakland, CA 94612**

**Email: [Treasury.Investments@acgov.org](mailto:Treasury.Investments@acgov.org)**

A bid protest received after 5:00 p.m. is considered received as of the next calendar day. A protest received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award will not be considered under any circumstances by the Protest Evaluator or their designee.

Generally, the County will promptly send an email acknowledging receipt of the protest; it is the responsibility of the protestor to confirm that the protest was timely received.

- a. The bid 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, and telephone number of the person submitting the protest on behalf of the protesting party.
  - d. The Department Representative will send a notification to Bidders if a protest is received.
2. The Protest Evaluator, or their designee, will review and evaluate the protest and issue a written decision. The Protest Evaluator may, at its discretion, do any of the following: 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 Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest must be final prior to the Board hearing.

A notification of the decision will be communicated by email and/or US Postal Service mail to the protestor. Notification will be provided to Bidders when a decision has been made on the protest and whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award/Non-Award will stand.

3. The decision on the bid protest by the Protest Evaluator may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Email: [OCCR@acgov.org](mailto:OCCR@acgov.org), unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose bid is the subject of the protest, all Bidders affected by the Protest Evaluator's decision on the protest, and the protestor have the right to appeal if they feel the Protest Evaluator's decision is incorrect. All appeals to the Auditor-Controller's OCCR must be in writing and submitted within SEVEN (7) calendar days following the issuance of the decision, not the date the decision is received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next calendar day. An appeal received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the decision by the Protest Evaluator will not be considered under any circumstances by the Auditor-Controller OCCR or their designee.
- a. The appeal must specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
  - b. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR must be limited to a review of the procurement process to

determine if the contracting department materially erred in following the bid or, if applicable, County contracting policies or other laws and regulations.

- c. The appeal to the OCCR must be limited to the grounds raised in the original protest and the written decision by the Protest Evaluator. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal.
  - d. The Auditor's Office may overturn the results of a bid process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
  - e. The finding of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the finding of the Auditor-Controller's OCCR will be furnished to the protestor.
  - f. The finding on the appeal must be issued before a recommendation to award the contract is considered and contract awarded by the Board of Supervisors.
4. The procedures and time limits set forth in this section are mandatory and are each Bidder's sole and exclusive remedy in the event of a bid protest. A Bidder's failure to timely complete both the bid protest and appeal procedures will be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, will constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

#### **E. TERM / TERMINATION / RENEWAL**

1. The contract term, which may be awarded pursuant to this RFP, will be 5 years.
2. By mutual agreement, any contract, which may be awarded pursuant to this RFP, may be extended for an additional two-years and then for an additional two-years after that.
3. The County has and reserves the right to suspend, terminate or abandon the execution of any work, services and/or providing of goods by the Contractor without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, services and/or providing of goods, the Contractor will be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. The County may terminate the contract at any time for cause without written notice upon a material breach of contract or substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor. In the event of such termination, with or without cause, the County reserves the right to invite the next highest-ranked Bidder to

enter into a contract or rebid the project if it is determined to be in its best interest to do so.

#### **F. BRAND NAMES AND APPROVED EQUIVALENTS**

1. Any references in this RFP, including Addendum and other documents, to manufacturers' trade names, brand names, and/or catalog numbers are intended to be descriptive but not restrictive unless otherwise stated and are intended to indicate the quality level desired. Unless otherwise noted, Bidders may offer any equivalent product that meets or exceeds the specifications; however, if the County, in its sole discretion, determines the product proposed is not equivalent, the Bid may be disqualified, or a lower score awarded by the CSC. Bids based on equivalent products must:
  - a. Clearly describe the alternate offered and indicate how it differs from the product specified; and
  - b. Include complete descriptive literature and/or specifications as PDF attachments to the online bid submission as proof that the proposed alternate will be equal to or better than the product named in this RFP.
2. The County reserves the right to be the sole judge of what is equal and acceptable. It may require Bidders to provide additional information and/or samples or disqualify the bid proposal.
3. If Bidders do not specify otherwise, it is understood that the referenced brand will be supplied.

#### **G. QUANTITIES**

Quantities listed herein are annual estimates based on past history and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

#### **H. PRICING**

1. All pricing as quoted will not increase, but except as noted below, remain fixed and firm for the term of any contract that may be awarded as a result of this RFP.
2. Reasonable price increases or decreases for subsequent contract terms may be negotiated between Contractor and County after completion of the initial term.
3. Articles sold to the County of Alameda are exempt from certain Federal excise taxes. If applicable, and upon request, the County will furnish an exemption certificate.
4. All prices quoted must be in United States dollars.

5. Price quotes must include any and all payment incentives available to the County.
6. In the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension, and the Bidder must honor the unit price quoted.
7. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

## **I. AWARD**

1. Most Responsive and Responsible Bidder(s)
  - a. The award will be made to the highest-ranked Bidder(s) who meet the requirements of these specifications, terms, and conditions.
  - b. Awards may also be made to the subsequent highest ranked Bidder(s) who will be called in order should the County need to contract with another Bidder(s).
  - c. An award will be recommended for the Bidder(s) that submitted the proposal(s) that best serves the overall interests of the County by attaining the highest overall point score. The award may not necessarily be made to the Bidder(s) with the lowest price.
2. Small Local Emerging Business (SLEB) Program
  - a. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services.
  - b. As a result of the County's commitment to advancing the economic opportunities of these businesses, **Bidders must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** These requirements can be found online at:
    - (1) [Alameda County SLEB Program Overview](http://acgov.org/auditor/sleb/overview.htm)  
[\[http://acgov.org/auditor/sleb/overview.htm\]](http://acgov.org/auditor/sleb/overview.htm); and
    - (2) [Alameda County SLEB Program Additional Information](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)  
[\[https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/\]](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)

- c. A small business is defined by the United States Small Business Administration (SBA) as having no more than the number of employees or average annual gross receipts over the last three years required per SBA standards based on the small business's appropriate NAICS code.
- d. An emerging business is defined by the County as having either annual gross receipts of less than one-half that of a small business OR having less than one-half the number of employees AND that has been in business less than five years.
- e. If a Bidder is certified by the County as either a small and local or an emerging and local business (SLEB), the County will provide up to 5% bid preference for procurements over \$25,000.
- f. If a Bidder is located within Alameda County, the County may provide a 5% local bid preference.

### 3. County Rights

- a. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP, including Exhibits and any Addendums, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity will be made solely at the discretion of the County.
- b. Any bid proposals that contain false or misleading information may be disqualified by the County.
- c. The County reserves the right to award to a single or multiple Contractors.
- d. The County reserves the right to conduct additional procurements for the same or similar goods and/or services or to award to additional contract(s), including to other Bidder(s), during the term of the contract if it determines that additional Contractors are needed to supplement goods and/or services being provided.
- e. The County has the right to decline to award this contract or any part thereof for any reason.

### 4. Procedures

- a. Board approval to award a contract is required.

- b. A contract must be fully executed by the recommended awardee and the County prior to any services and goods being provided or work being performed.
- c. The County may use its Standard Services Agreement terms and conditions for purchases and services. Any terms that are not acceptable to a Bidder must be identified on the Exceptions and Clarifications form in Exhibit A - Bid Response Packet. Bidder may access a copy of the Standard Services Agreement template at:

**[Alameda County Standard Services Agreement Template](https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)**

[\[https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP\]](https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)

The template contains minimal standard language and specific contract terms, including the scope of services that may be drafted and negotiated based on this RFP and the bid proposal(s).

- d. The RFP specifications, terms, conditions, Exhibits, RFP Addenda, and Bidder's proposal may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

**J. WARRANTY**

- 1. Bidder expressly warrants that all goods and/or services to be furnished pursuant to any contract awarded arising from the proposal will conform to the descriptions and specifications contained herein, in the submitted proposal, and in supplier catalogs, product brochures, and other representations, depictions or models, and will be free from defects, of merchantable quality, good material, and workmanship. Bidder expressly warrants that all goods and/or services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty must survive any inspections, delivery, acceptance, or payment by the County. Bidder warrants that all goods and/or work and/or services furnished hereunder will be guaranteed for a period of 12 years from the date of acceptance by the County.

**K. INVOICING**

- 1. Contractor must invoice the requesting department quarterly, unless otherwise directed by County, upon satisfactory receipt of goods and/or performance of services.
- 2. County will use reasonable efforts to make payment within 30 days following receipt and review of invoice and complete satisfactory receipt of goods and/or performance of services.
- 3. County will notify the Contractor of any adjustments or corrections that must be made to receive payment on an invoice.

4. Invoices submitted by the Contractor must contain the County PO number, invoice number, remit to address, itemized goods and/or services description, and price as quoted and must be accompanied by an acceptable proof of delivery and any other information requested by the County.
5. Contractor must utilize a standardized invoice format upon request.
6. Invoices must be issued by, and payments made to, the Contractor who is awarded a contract.
7. The County will pay the Contractor, after receipt and approval of an invoice, quarterly or as agreed upon, not to exceed the total contract amount. The County will not pay for goods and/or services in advance.
8. In the event the Contractor's performance and/or deliverable goods have been deemed unsatisfactory by a review committee, the County reserves the right to withhold future payments until the performance and/or deliverable goods are deemed satisfactory.

#### **L. ACCOUNT MANAGER / SUPPORT STAFF**

1. The Contractor must provide dedicated support staff to be the primary contact for all issues regarding the response to this RFP and any contract which may arise pursuant to this RFP.
2. Contractor must also provide adequate, competent support staff that will be able to service the County during normal working hours, Monday through Friday, or as otherwise identified in this RFP. Such representative(s) must be knowledgeable about the contract, products, and/or services offered and able to identify and quickly resolve any issues, including but not limited to order and invoicing problems.
3. Contractor must provide a dedicated, competent account manager who will be responsible for the County account/contract and receive all orders. Contractor account manager must be familiar with County requirements and standards and work with the Treasurer Tax Collectors office to ensure that established standards are adhered to. This includes keeping the County Contract Administrator informed of department requests as needed.

#### **M. INSTRUCTIONS TO BIDDERS**

##### **I. COUNTY CONTACTS**

1. All communication regarding this RFP must be made through the investment email only: [treasury.investments@acgov.org](mailto:treasury.investments@acgov.org). Any communication regarding this RFP with other County personnel may result in disqualification.

2. The evaluation phase of the competitive process will begin upon receipt of sealed bid proposals and continue until a contract has been awarded.
3. Contact Information for this RFP: [treasury.investments@acgov.org](mailto:treasury.investments@acgov.org)

**ATTN: Investment Specialist**  
**Alameda County Treasurer-Tax Collector**  
**1221 Oak Street Room 131, Oakland CA 94612**

4. Each Bidder is responsible for checking the website for any Addendums and other notices related to this RFP. Go to: [treasurer.investments@acgov.org](mailto:treasurer.investments@acgov.org) to view the posting for this RFP and other current contracting opportunities.

## II. SUBMITTAL OF PROPOSALS

1. Document Submittal, **Exhibit A**
  - a. All proposal documents must be completed, successfully uploaded/sent, and submitted online BY 5:00 p.m. (PST) on the due date specified in the Calendar of Events. The County strongly recommends uploading early; technical difficulties in downloading/submitting documents will not extend the due date and time.
  - b. Bidders **must** submit an electronic version of their proposal in a PDF file, preferably a single file if 20MB or less.
  - c. The submitted proposal must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
  - d. In whole or in part, proposal responses are NOT to be marked confidential or proprietary. The proposal must not be sent password protected. The County may refuse to consider any proposal or part thereof so marked. Bid proposals submitted in response to this RFP may be subject to public disclosure, even if marked confidential or proprietary. The County will not be liable in any way for disclosure of any such records. Please refer to the County's website at [Alameda County Proprietary and Confidential Information Policies](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/) [https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/].
  - e. For the proposals to be considered complete, the Bidder **must** provide responses to all information requested in Exhibit A – Bid Response Packet, as revised by any Addenda.

- f. Bidders **must** provide complete answers to questions in **Exhibit B**.
  - g. Bidder **must** provide references in **Exhibit E**.
  - h. Bidder **must** complete **Exhibit G** for any exceptions to the RFP.
  - i. Bidders **must** submit pricing on the County provided Pricing Matrix **Exhibit I**.
2. Submissions Processes
- a. All costs required for the preparation and submission of a proposal must be borne by the Bidder.
  - b. Only one bid proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” will mean, and is limited to, a legal partnership formed under one or more of the provisions of California or other state’s Corporations Code or an equivalent statute.
  - c. The final award information will be posted on the County’s “Contracting Opportunities” website.
  - d. The County reserves the right to reject any proposal.
  - e. All bid proposals must remain open to acceptance and irrevocable for a period of not less than 180 days unless otherwise specified in the bid documents.
3. Legal Requirements
- a. “In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder”. (California Government Code Section 4552).
  - b. By submitting a bid proposal, the Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the

California False Claim Act. Such actions may also be considered fraud and subject to criminal prosecution.

- c. The Bidder, by submitting a proposal, certifies that it is, at the time of bidding, and will be, throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the RFP and contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the RFP and contract documents.
- d. The Bidder, by submitting a proposal, certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).

# EXHIBIT A

## BID RESPONSE PACKET

### INSTRUCTIONS

1. Please read **EXHIBIT A – Bid Response Packet** carefully; **INCOMPLETE BID PROPOSALS MAY BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date. Successful uploading of a document does not equal acceptance of the document by Alameda County.
2. The bid proposal must comply with all requirements contained in the RFP. **It is strongly recommended that Bidders verify and review all Addenda to confirm the use of the most current forms and provide all information requested.**
3. The bid proposal submission must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
4. The following pages require confirmation, declaration, and /or a signature (✍). These must be either: (1) be printed and have an original signature(s); or (2) be digitally signed via a DocuSign, CongaSign, or other verifiable independent electronic signature services. All signatures must be by an individual authorized to bind the Bidder. These pages must then be uploaded to the Alameda County email portal as part of the Bidder's proposal. Exhibit A – Bid Response Packet, [Bidder Acceptance](#)
  - a. Exhibit A – Bid Response Packet, [Debarment and Suspension Certification](#)
  - b. Exhibit A – Bid Response Packet, [Small Local Emerging Business \(SLEB\) Information Sheet](#)
    - (1) [Must be signed by Bidder](#)
    - (2) [Must be signed by SLEB Partner](#) if subcontracting to a SLEB
5. Each page of the Bid Response Packet must be submitted as PDF attachment(s) with all required information included and documents attached; any pages of the Bid Response Packet not applicable to the Bidders are to be submitted with such pages or items clearly marked "N/A" or the bid proposal may be disqualified as incomplete.
6. Bidders must not modify the Bid Response Packet or any other County-provided document unless instructed to do so, or the bid proposal may be disqualified.

7. Bidders must quote price(s) as specified in the RFP, using the form(s) as amended or revised by any Addenda.
8. Any clarifications or exceptions to policies or specifications of this RFP, including all Addenda and other documents must be submitted in the **Exceptions and Clarifications** form of the Bid Response Packet.
9. Bidders must read all information and follow directions.
10. **Bidders who do not comply with the requirements and/or submit incomplete bid proposal packages are subject to disqualification and their bid proposals rejected.**



# **COUNTY OF ALAMEDA**

## **Exhibit A**

### **BID RESPONSE PACKET**

RFP No. CBS2024

### **COMMERCIAL BANKING SERVICES**

**BIDDER INFORMATION/INTENT TO BID - MANDATORY SUBMITTAL BY 5:00PM PST, THURSDAY, OCTOBER 24, 2024**

Official Name of Bidder:					
Street Address Line 1:					
Street Address Line 2:					
City:		State:		Zip Code:	
Webpage:					

**Type of Entity / Organizational Structure (check one):**

- Corporation
  Joint Venture
  Partnership  
 Limited Liability Partnership
  Limited Liability Corporation
  Sole Proprietor  
 Non-Profit / Church
  Other:

Jurisdiction of Organizational Structure:	
Date of Organizational Structure:	
Federal Tax Identification Number:	
Alameda County Supplier Identification Number (if applicable):	
DIR Contractor Registration Number (if applicable):	

**Primary Contact Information:**

Name / Title:			
Telephone Number:		Alternate Number:	
Email Address:			

## BIDDER ACCEPTANCE

1. The undersigned declares that the procurement bid documents, including, without limitation, the RFP, Q&A, Addenda, and Exhibits (the Bid Documents), have been read and accepted.
2. The undersigned has reviewed the Bid Documents and fully understands the requirements for this RFP, including, but not limited to, general County requirements, and that each Bidder who is awarded a contract must be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its bid proposal, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
3. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
  - a. **General Requirements**  
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/)
  - b. **Debarment & Suspension Policy**  
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/)
  - c. **Iran Contracting Act (ICA) of 2010**  
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/)
  - d. **General Environmental Requirements**  
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/)
  - e. **Alameda County SLEB Program Overview**  
[\[http://acgov.org/auditor/sleb/overview.htm\]](http://acgov.org/auditor/sleb/overview.htm)
  - f. **Alameda County SLEB Program Additional Information**  
[\[https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/\]](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)
  - g. **First Source**  
[\[http://acgov.org/auditor/sleb/sourceprogram.htm\]](http://acgov.org/auditor/sleb/sourceprogram.htm)
  - h. **Online Contract Compliance System**  
[\[http://acgov.org/auditor/sleb/elation.htm\]](http://acgov.org/auditor/sleb/elation.htm)
4. The undersigned acknowledges that Bidder is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and any contract that is awarded.
5. The undersigned acknowledges that it is the responsibility of each Bidder to be familiar with all of the specifications, terms, and conditions of the RFP and, if applicable, the site condition. By the submission of a bid proposal, the Bidder certifies that if awarded a contract, they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
6. The undersigned acknowledges that Bidder has accurately completed the SLEB Information Sheet.
7. Bidder agrees to hold the County of Alameda, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright, or other

proprietary rights, secret process, patented, or unpatented invention, article or appliance furnished or used in connection with bid proposal and/or any resulted contract or purchase order.

8. The undersigned acknowledges **ONE** of the following (please check only one box):

- Bidder is not local to Alameda County and is ineligible for any bid preference; **OR**
- Bidder is a certified SLEB and is requesting 10% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#)); **OR**
- Bidder is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:
  - Copy of a verifiable business license issued by the County of Alameda or a City within the County; and
  - Proof of six months of business residency, identifying the name of the bidder and the local address. Example of proof includes but are not limited to utility bills, deeds of trusts or lease agreements, etc., which are acceptable verification documents to prove residency.

9. By signing below, the signatory warrants and represents that the signer has completed, acknowledged, and agreed to this Bidder Acceptance in their authorized capacity and that by their signature on this Bidder Acceptance, they and the entity upon behalf of which they acted, acknowledged and agreed to this Bidder Acceptance and that all are true and correct and are made under penalty of perjury pursuant to the laws of California.

<p><b>SIGNATURE:</b> _____</p> <p>Name/Title of Authorized Signer: _____</p> <p>Dated this _____ day of _____ 20_____</p>
---

## DEBARMENT AND SUSPENSION CERTIFICATION (PROCUREMENTS \$25,000 AND OVER)

The Bidder, under penalty of perjury, certifies that, except as noted below, Bidder, its principal, 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. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of the award but will be considered in determining Contractor responsibility.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof will also constitute the signature of this Certification.

**BIDDER:** \_\_\_\_\_

**PRINCIPAL:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**SIGNATURE:**  \_\_\_\_\_ **DATE:** \_\_\_\_\_

## SMALL LOCAL EMERGING BUSINESS (SLEB) INFORMATION SHEET

**Instructions:** On the following page is the **SLEB Information Sheet**. Every Bidder must complete and submit a signed SLEB Information Sheet indicating their SLEB certification status. If the Bidder is not certified, the information sheet must be completed with the name, identification information, and goods/services to be provided by the CERTIFIED SLEB partner(s) with whom the Bidder will subcontract to meet the County SLEB participation requirement. The Exhibit must be signed by EACH of the named CERTIFIED SLEB(s) that will be subcontractors.

If a bidder is unable to meet the SLEB requirements, they must take exception to this requirement in the Exceptions and Clarifications section of this solicitation. Please note that the County is under no obligation to accept any exceptions or clarifications, and any exceptions or clarifications may be the basis for bid disqualification.

SLEB certification must be **valid** at the time of bid proposal submittal for SLEB primes and SLEB subcontractor(s).

- For SLEB Subcontracting Questions: Please contact the General Services Agency - Office of Acquisition Policy, [GSA.OAP@acgov.org](mailto:GSA.OAP@acgov.org).
- For questions/information regarding SLEB certification, including requirements, please contact the Auditor-Controller Agency, Office of Contract Compliance & Reporting – SLEB Certification Unit, [OCCR@acgov.org](mailto:OCCR@acgov.org), (510) 891-5500.

## SLEB INFORMATION SHEET

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, all Bidders must complete this form. If a bidder is unable to meet the SLEB requirements, they must take exception to this requirement in the Exceptions and Clarifications section of this solicitation. Please note that the County is under no obligation to accept any exceptions or clarifications, and any exceptions or clarifications may be the basis for bid disqualification.

Bidders that are not certified SLEBS (for the definition of a SLEB, see [Alameda County SLEB Program Overview; 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 eligible 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. A copy of this form must be submitted for each SLEB that the Bidder will subcontract with as evidence of a firm contractual commitment to meeting the SLEB participation requirement.


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 economical, 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, substitutions of the named subcontractor(s) are not allowed without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).

County departments, prime, and subcontractors are required to use the web-based Elation Systems to monitor SLEB subcontractor compliance with [Elation Systems; http://www.elationsys.com/elationsys/](http://www.elationsys.com/elationsys/).

<input type="checkbox"/> <b>BIDDER IS A CERTIFIED SLEB (sign at bottom of page)</b> SLEB BIDDER Business Name: _____ SLEB Certification #: _____ SLEB Certification Expiration Date: _____ NAICS Codes Included in Certification: _____
--

OR

<input type="checkbox"/> <b>BIDDER IS <u>NOT</u> A CERTIFIED SLEB AND WILL SUBCONTRACT _____% WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES:</b> _____ SLEB Subcontractor Business Name: _____ SLEB Certification #: _____ SLEB Certification Expiration Date: _____ SLEB Certification Status: <input type="checkbox"/> Small / <input type="checkbox"/> Emerging NAICS Codes Included in Certification: _____ SLEB Subcontractor Principal Name: _____ SLEB Subcontractor Principal Signature:  _____
---

**Upon award, Bidder (the Prime Contractor) and all SLEB subcontractors** 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.

**Bidder Printed Name/Title:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

**Bidder Signature:**  \_\_\_\_\_ **Date:** \_\_\_\_\_

## **EXHIBIT B**

### **SCOPE OF WORK**

#### **ALAMEDA COUNTY**

#### **COMMERCIAL BANKING SERVICES**

##### **Treasurer – Tax Collector services**

**Service is crucial to the County's relationship with a financial institution.**

**To demonstrate qualification under these Specific Requirements and for evaluation and scoring purposes, the bidder's proposal shall provide the following information:**

##### **A. BIDDERS ORGANIZATIONAL OVERVIEW**

1. Provide a brief history of your organization:
2. State your firm's lines of business. Where does municipal treasury services fit within the organization as a service or product offering?
3. Where is the firm headquartered? How many branch offices are there, and where are they located? Which office(s) will provide the services requested?
4. Include an organization chart of the firm's overall management structure, including the position of the municipal commercial banking business, municipal customer services unit and the technology support organization.
5. Describe your strengths, highlighting the aspects of your service that make you unique, including:
  - a. Commitment to client service
  - b. Commitment to technology
  - c. Commitment to enhancing services to industry standards. What is your organizations 5-year plan and R&D development budget (if available) for product enhancements
  - d. Commitment to risk management assistance
6. Provide a copy of the firm's Code of Ethics.
7. Provide your current CRA Rating and Mission Statement.
8. Provide either your company policy or board approved language on Diversity and Inclusion.

9. Are there any current organizational issues (i.e., mergers, acquisitions, changes to leadership, business concerns, etc.) at your institution that we should know about? Provide details for any change of significance that has occurred in the last three years.
10. Describe in detail any potential conflicts of interest your firm may have in the maintenance of the commercial banking relationship, or in the alternative, state that no potential conflicts exist, including any known relationships the organization or any staff has with any member of the Alameda County Board of Supervisors, members of the Treasury Oversight Committee, management, or staff. Respondent must list all known gifts given to members of the Alameda County's Board of Supervisors and staff within the twelve months immediately prior to the date of this RFP. Include (1) the name of the person receiving the gift, (2) the earlier date the gift was promised or given, (3) a brief description of the gift, and (4) the fair market value of the gift when promised or given, whichever is greater.
11. Alameda County may choose to perform an on-site visit. What location and address would be the most beneficial in confirming your organizations commitment to commercial banking service and technology.
12. How many government clients did your organization have under commercial banking contact on December 31, 2018, compared to 3Q2024?
  - a. How many were obtained through organic growth?
  - b. How many of these clients were acquired through block purchases from other institutions?

	Total Number of Municipal clients	
	Organic	Block Purchased
<b>2018</b>		
<b>2019</b>		
<b>2020</b>		
<b>2021</b>		
<b>2022</b>		
<b>2023</b>		

How many new client on-boardings have you completed over the past 24 months? How many of these were for clients comparable in size to the presumed size of Alameda County? What is the typical timeframe for on boarding a client?

**B. Client Relationship Team:**

- Identify by name, position and role the assigned relationship team to the County.
- Describe your relationship team’s call plan (monthly, quarterly, semi-annual, annual), goals and objectives

Support/customer services:

Describe in detail:

- The customer service model that would be applied to the County
- Escalation rules
- Location of the service team
- Time zone of the service team
- Name(s) of customer service person(s) assigned to the County relationship
- Brief bio of customer service personal assigned to the Count relationship
- Service level agreements (SLAs) on turn-around resolution for service requests/types  
For your government banking service team provide dashboard statistics available re: calls handled, calls dropped, delayed SLAs\_

1. Please address any substantive issues raised by independent auditors. Provide a copy of the most recent annual reports and label appropriately.
2. Provide the following data and explain how it meets the Federal Reserve stipulated requirements.

**Capital Base**

As of (Last Available Quarter)

<b>Capital Requirements</b>	<b>Actual</b>	<b>Current Requirements</b>
<b>Tier 1 Capital Ratio</b>		
<b>Total Capital Ratio</b>		
<b>Leverage Ratio</b>		
<b>Tangible Common Equity</b>		

3. Provide your organization’s current short-term and long-term credit rating.
4. Describe the various types of insurance coverage and indemnification provided by your firm to protect clients. Each description should include:
  - a. Risk Coverage
  - b. Levels

- c. Limits
- d. Deductibles
- e. Expiration

5. Does your organization subcontract any of the services required by Alameda County? Kindly state contract vendor name and for which service a subcontractor would be used (e.g., lockbox processing, cash vault services, customer services (where is the service team located, etc.)).
6. Describe how your risk management approach is structured, its main objectives and any enterprise risk management programs, tools, or policies you have in place.
7. Provide a brief overview of the internal control environment of your organizations.

**C. Commercial Banking Services**

Alameda County maintains a combination of ZBA accounts, stand-alone accounts and the maintenance of accounts for other agencies. The County's primary account currently maintains a peg balance of \$15M sweeping excess funds into an off balance sheet money market funds. Alameda County's depository receipts exceed \$6 B Annually. Does your institution have the ability to support all account types?

**NOTE: A more detailed question regarding sweep services will follow.**

- Account Structure – 68 accounts – (Exhibit C account listing)
  - i) 41 County of Alameda
  - ii) 14 Alameda Health System
  - iii) 12 Alameda Unified School District
- Account controls and process for opening new accounts

**D. Controlled Disbursement**

Alameda County does not currently maintain a controlled disbursement account. The County is interested in the benefits of utilizing a controlled disbursement account to manage cash flow, increase returns, and make informed financial decisions.

- Where is your controlled disbursement site located?
- Is this in the 12<sup>th</sup> Fed District? If not, please provide float schedule?
- What time is the cut off for approval to pay?
- What are the pros and cons of utilizing a controlled disbursement end point in the current financial environment?

## **E. Account Analysis**

The County receives a consolidated primary statement, reflecting the sub account detail. The County also receives analysis statements for each individual account in the hierarchy. (Provide a sample AA statement)

- Available Billing cycle monthly, quarterly, annual.
  - The County prefers quarterly
- Can 3<sup>rd</sup> party vendor services and supplies be charged to AA? Are there any limitations?
- Provide ECR (Earnings credit rate) offered to Alameda County, and calculation methodology
- Provide 12 month ECR history to the market

### **What is the:**

- ECR Based on?
- Frequency for ECR adjustment?
- Time lag of ECR changes?
- Negative collected rate?
- Intra day OD rate?
- Reserve adjustment rate?
- How is reserve adjustment rate calculated?

## **F. ACH**

The County sends and receives multiple ACH transactions per day.

The Bank must allow the ability to initiate ACH transactions electronically through a web application as well as the ability to confirm funds were sent or received in real time.

The Bank must confirm that it is a member of the National Automated Clearing House Association (NACHA)

- Can your institution support all ACH types, CTP, CTX, PPD, CCD, etc.
- Are there limits on addenda records size, if yes how many characters are visible
- Integration: How does the ACH system integrate with your existing systems?
  - i.e. online systems, real time or post delayed
- Describe your institutions requirement for ACH Payee ACH.
- Describe your institution's ability to place ACH Blocks and Filters.
- Can blocks and filters be set at the County level?
- Security: What measures are in place to protect sensitive data?
- What customer support is available for ACH-related issues?

## **G. Account reconciliation**

The County utilizes account reconciliation with a variety of product applications. Please advise your institutions ability to support:

- Full Reconciliation
- Partial Reconciliation
- Payee Positive Pay

- Blocks / Filters

Does your institution require a specific format for reconciliation? If yes, provide file specs.

#### **H. Armored Car**

Currently the County utilizes armored car services through our financial institution. Charges are processed against account analysis with offset through earnings credit. The Bank currently holds the contract for armored service for our relationship.

For your institution:

- Who owns the contract with the armored car, the Bank of the County?
- Which armored car vendor would your bank utilize for Alameda County?
- Who services armored car deposit discrepancies, the Bank of the Carrier?
- Which entity owns the contract (County or the financial institution)?
- Can 3<sup>rd</sup> party billing be charged through AA if the County owns the contract?
- For service inquiries would Alameda County go directly to the armored car service center, or through the Bank customer service team?

#### **I. Cash vault Services**

**The County deposits coin and currency for different agencies.**

- Where is the cash vault located?
- Which vendor supports cash vault services?
- What is the cut off for same day cash processing?
- Is Coin/Currency ordering available online?
- For deposits utilizing location identifiers, describe reporting capabilities?
- Is Image retrieval available for deposit tickets?
- Is the cash vault online system integrated with your institution's on-line bank system?

#### **J. Information Technology**

- Can your institution support SFTP? If not, what is your suggested alternative?
- The county uses both industry standard file specs and customized file specs. Please see file layouts for custom specs attached in **Exhibit D**.
  - Does your IT Department anticipate any concerns or issues with supporting the County's customized file specifications?

#### **K. Lockbox**

The County processes both secured and unsecured tax payments via lockbox. Secured Tax payments bills (450,000 bills mailed annually) are due in April and December, Annual tax payments received

Unsecured tax payments are received throughout the year. (50,000 bills mailed annually)

- Is an Alameda County Post Office Box location available?
  - If yes, does an Alameda County Post Offices Box delay processing or depository float?
- Outsourced? If yes, which vendor

- Where is the lockbox facility located?
- Describe lockbox online functionality, is lockbox online integrated with commercial bank online services or is the lockbox online a standalone service
- Can your institution process lockbox transactions from unique business requirements?

**L. e-Lockbox**

**The County utilizes e-lockbox**

- Describe your institutions e-Lockbox service capabilities.

**M. Online services**

The County utilizes on-line services for transaction processing (ACH, Wires) as well as reporting functionality.

- Does the bank provide proprietary service, or utilize an outsourced vendor?
- If you are merged or acquiring institution which system was the surviving system and why?
- Describe the online service modules offered.
- Describe Administrative capabilities which can be performed by the County.
- Described Administrative capabilities which are required to be performed by the Bank.
- Describe user controls and approval levels available.
- Describe security in place for online banking.

**N. Paymode**

The County utilizes Paymode through BottomLine Technologies.

- Does your financial institution have experience with BottomLine Technologies?
- Can your institution support customized file formats for Paymode?

**O. Remote Deposit Services**

The County utilizes remote deposit capture in the County Treasurer's cashiering office, and various agencies located throughout the County.

- Describe services available for remote site capture – (both high and low volume capture)
- Describe reporting available with remote deposit capture.

**P. Sweep**

The County has a very robust investment portfolio. Short term idle funds in the account are swept into an investment vehicle to maximize interest yield. The current peg balance in the operation account is \$15M.

- Please describe your sweep service options:
- Can the County choose a funds outside of your standard offering for overnight investments?
- Which funds are available for government clients (California code)
  - Provide CUSIP for each

**Q. Wire and book transfers**

**The County transmits wire and book transfers on a daily basis.**

- What is the ceiling limit for out bound wires?
- What is the process for initiating wires above the ceiling limit?
- What are the cut off times for wires?
- Can wires be initiated online ?
  - What authorizations are required to create, review and release a wire?
  - Are wire templates available online?
  - Is there a maximum of wire templates available?
  - If your bank is chosen, can wire templates be mapped by your institution into the system?
  - Can international wires be sent?
- Is voice authorization call available?
- For outbound wires, initiated against funds floating in from the Fed, what is the charge for daylight overdraft, and what is the verification process to identify funds floating into the County?
- Are multiple book transfers able to be completed at once?

**R. Describe your institutions internal data protection controls**

- Retention 7 year/ 12 year?
- Electronic storage of documents
- Encryption
- Back Up /(include back up site location (state or time zone)

**S. Provide you institutions disaster recovery plan for treasury services**

**T. Provide funds availability schedule**

It is the County's expectation that funds be available for use same day, fractional or next day float.

- Provide the float table that will be assigned to Alameda County.

**U. Collateralization of funds**

Confirm that all funds will be collateralized in accordance with all applicable sections of the California Government Codes.

At what rate are funds collateralized?

**V. Business continuity**

- What are your security procedures to protect customer information, especially with respect to unauthorized access to data, methods for authenticating users and providing different access rights and permissions?
- Describe where Alameda County's data will be held and how it will be secured. Is the data storage US based? Who will own the encryption rights to Alameda County's data?
- Have you experienced any data breaches in the past three years? If so, how many? Describe how the issues(s) were resolved and provide the downtime experienced as a result of the breaches.

- Describe your emergency management/business continuation plan. In your description, please identify alternative operating sites and the maximum time required to resume business operations. Please provide the date of the last testing and a summary of results or lessons learned.
- Please answer the following questions about your disaster recovery plan:
- Are there back-up capabilities for your systems in case of malfunction or disaster?
- How many hours before data can be retrieved?
- How often do you test the plan?
- When was the last test?
- Has the disaster recovery plan been used during the past three years? If so, please describe each situation and the results.
- What was the longest duration of any such outage and what was the cause?
- What has been put in place to prevent this occurrence again?

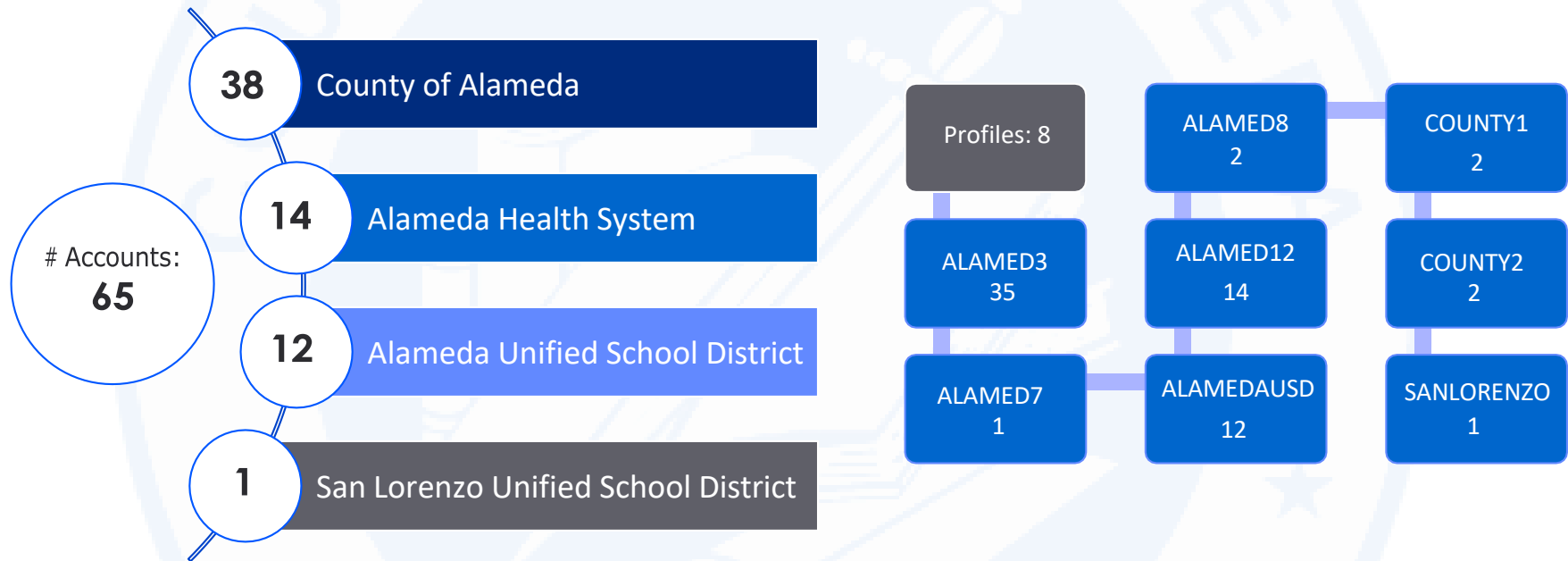
**W. Implementation plan and timeline (provide sample)**

- If awarded the contract will your organization provide start up supplies, including but not limited to: Check stock replacement, deposit slip replacement, RDSO scanners?
- Will you institution offset service charges during implementation and parallel banking as the legacy bank is phased out? If yes, for how many months? Describe your organization's formal transition planning process as it would apply to this mandate. In addition, describe the role of the client servicing team and/or conversion team assigned to the relationship.
- How many new client on-boardings have you completed over the past 24 months? How many of these were for clients comparable in size to the presumed size of Alameda County? For example, given a targeted conversion of 1Q2024, please provide a transition calendar.
- What resources are required of the client during the conversion period?
- Provide an example of a training schedule for all systems Alameda County will need to be trained on.

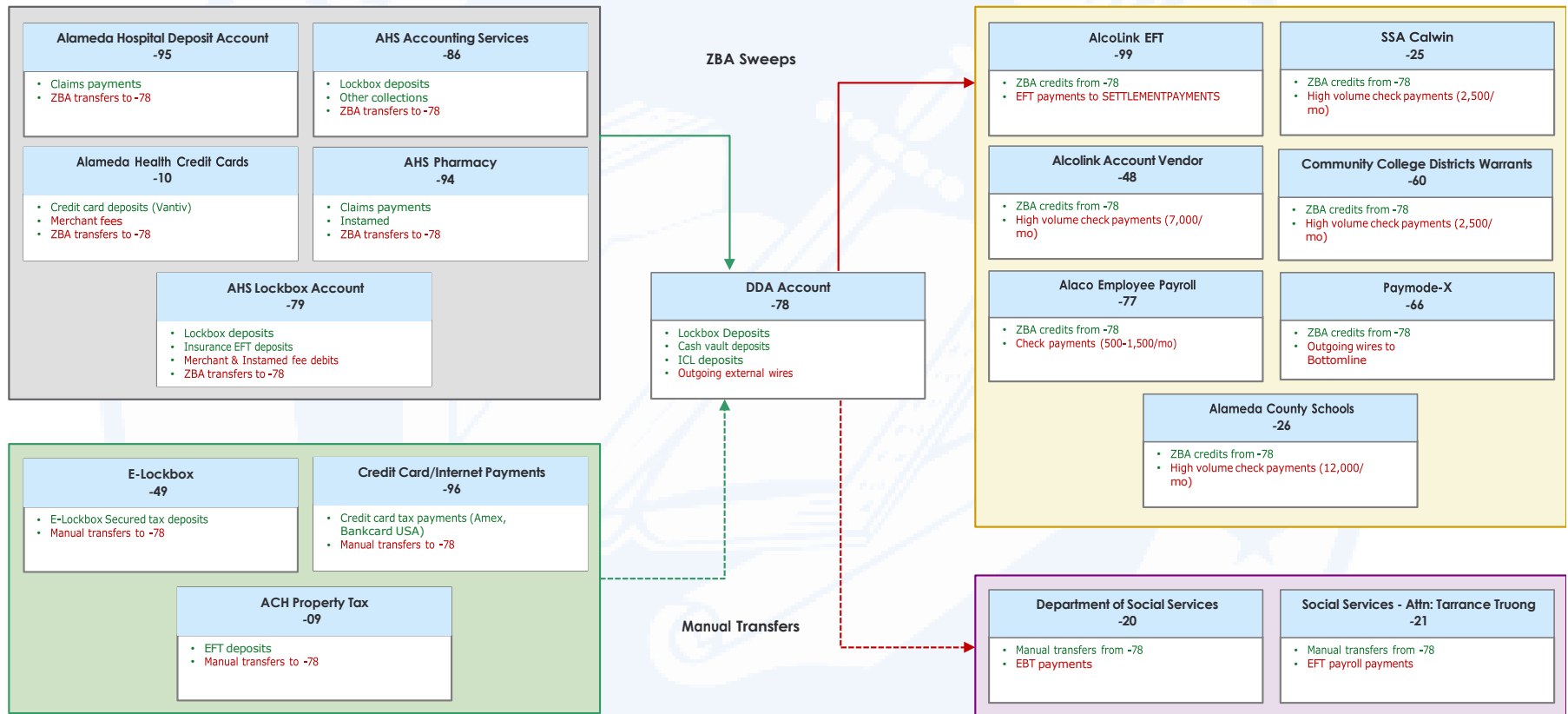
**X. Recommend bank services and enhancements that would benefit operations and advance Treasurer Tax Collector initiative to enhance technology, reduce float and maximize earning potential.**

EXHIBIT C  
LISTING OF ACCOUNTS

# Bank Accounts



# Account Structure – Operating Account Funds Flows



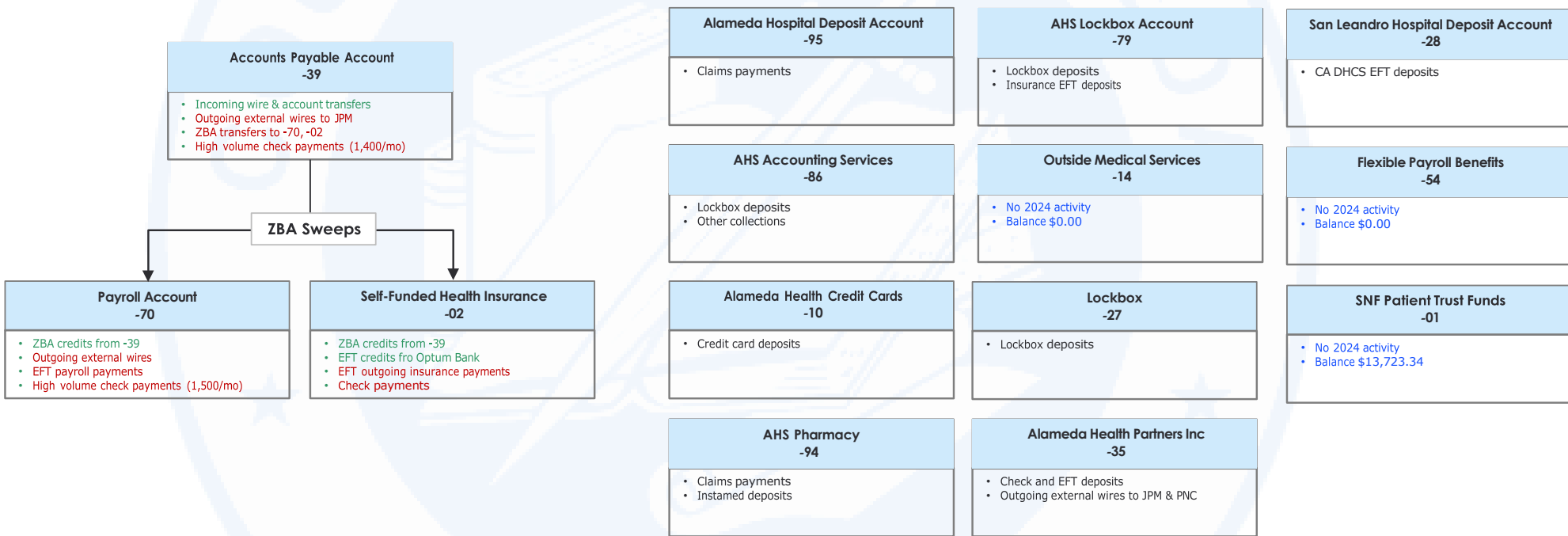
# Account Structure – County Standalone Accounts

<p><b>Sheriff's Office</b> -61</p> <ul style="list-style-type: none"> <li>Credit card deposits</li> </ul>	<p><b>County of Alameda</b> -83</p> <ul style="list-style-type: none"> <li>Incoming book transfers</li> <li>Large volume check issuance</li> </ul>	<p><b>Alaco Flexible Spending Account</b> -85</p> <ul style="list-style-type: none"> <li>No 2024 activity</li> <li>Balance \$0.00</li> </ul>	<p><b>Cash Difference Tax Collector Window</b> -86</p> <ul style="list-style-type: none"> <li>No 2024 activity</li> <li>Balance \$5.20</li> </ul>	<p><b>Cash Difference Treasurer Window</b> -94</p> <ul style="list-style-type: none"> <li>No 2024 activity</li> <li>Balance \$10.00</li> </ul>
<p><b>Inmate Fund Account</b> -87</p> <ul style="list-style-type: none"> <li>No 2024 activity</li> <li>Balance \$0.00</li> </ul>	<p><b>Agency Planning Department</b> -25</p> <ul style="list-style-type: none"> <li>No 2024 activity</li> <li>Balance \$0.00</li> </ul>	<p><b>Zone 7</b> -73</p> <ul style="list-style-type: none"> <li>No 2024 activity</li> <li>Balance \$0.00</li> </ul>	<p><b>Shortage Funds – Tax Collector Item Age</b> -02</p> <ul style="list-style-type: none"> <li>&lt;1 transaction/month</li> </ul>	<p><b>Alameda County Central Collections</b> -02</p> <ul style="list-style-type: none"> <li>Credit card deposits</li> <li>ICL deposits</li> <li>Internal outgoing wires &amp; transfers</li> </ul>
<p><b>Inmate Welfare Fund</b> -10</p> <ul style="list-style-type: none"> <li>Check payments</li> </ul>	<p><b>Fund Raising</b> -60</p> <ul style="list-style-type: none"> <li>Limited credit card deposits</li> </ul>	<p><b>Public Health Department</b> -06</p> <ul style="list-style-type: none"> <li>Credit card deposits</li> <li>Internal outgoing wire transfers</li> </ul>	<p><b>Dept of Child Support Services</b> -84</p> <ul style="list-style-type: none"> <li>&lt;1 transaction/month</li> </ul>	<p><b>Clerk-Recorder</b> -89</p> <ul style="list-style-type: none"> <li>Credit card deposits</li> <li>Internal outgoing wire transfers</li> </ul>
<p><b>Assessor Account</b> -51</p> <ul style="list-style-type: none"> <li>No 2024 activity</li> <li>Balance \$7.46</li> </ul>	<p><b>Unsecured Lockbox</b> -72</p> <ul style="list-style-type: none"> <li>Lockbox Deposits</li> </ul>	<p><b>Secured Lockbox</b> -18</p> <ul style="list-style-type: none"> <li>Lockbox Deposits</li> </ul>	<p><b>GMRA Account</b> -13</p> <ul style="list-style-type: none"> <li>Interest deposits</li> </ul>	<p><b>Risk Management – CBAP</b> -96</p> <ul style="list-style-type: none"> <li>No 2024 activity</li> <li>Balance \$4,147.42</li> </ul>
<p><b>Public Health EMS</b> -42</p> <ul style="list-style-type: none"> <li>Credit card deposits</li> </ul>	<p><b>GSA Parking Division</b> -93</p> <ul style="list-style-type: none"> <li>Credit card deposits</li> </ul>	<p><b>Public Works Agency</b> -35</p> <ul style="list-style-type: none"> <li>Credit card deposits</li> <li>Check payments</li> </ul>	<p><b>Money Market Account</b> -18</p> <ul style="list-style-type: none"> <li>Non-transactional</li> <li>Balance \$1.1M, Rate 0.8978%</li> </ul>	<p><b>Combined Charities</b> -06</p> <ul style="list-style-type: none"> <li>Last activity 1/31/24</li> <li>Balance \$0.00</li> </ul>

# Account Structure – School District Accounts

<p><b>Director of Fiscal Services</b> -07</p> <ul style="list-style-type: none"> <li>• Cash vault deposits</li> <li>• Heartl&amp; EFT deposits</li> <li>• Check deposits &amp; payments</li> </ul>	<p><b>General Fund Clearing</b> -51</p> <ul style="list-style-type: none"> <li>• Cash vault deposits</li> <li>• Heartland EFT deposits</li> <li>• Check deposits &amp; payments</li> </ul>	<p><b>Science and Tech Institute ASB</b> -50</p> <ul style="list-style-type: none"> <li>• Cash vault deposits</li> <li>• Heartland EFT deposits</li> <li>• Check deposits &amp; payments</li> </ul>	<p><b>San Lorenzo Unified School District</b> -78</p> <ul style="list-style-type: none"> <li>• Payroll: ACH and checks</li> </ul>
<p><b>Revolving Fund Clearing</b> -36</p> <ul style="list-style-type: none"> <li>• Low volume check deposits &amp; payments</li> </ul>	<p><b>Adult School Clearing</b> -69</p> <ul style="list-style-type: none"> <li>• Check deposits &amp; payments</li> </ul>	<p><b>Lincoln Middle School ASB</b> -76</p> <ul style="list-style-type: none"> <li>• Check deposits &amp; payments</li> </ul>	
<p><b>Combined Charities</b> -44</p> <ul style="list-style-type: none"> <li>• Last activity 1/31/24</li> <li>• Balance \$0.00</li> </ul>	<p><b>High School Revolving Account</b> -35</p> <ul style="list-style-type: none"> <li>• Check deposits &amp; payments</li> </ul>	<p><b>AUSD Encinal Jr/Sr HS Revolving Fund</b> -40</p> <ul style="list-style-type: none"> <li>• No 2024 activity</li> <li>• Balance \$465.98</li> </ul>	
<p><b>Payroll Clearing</b> -51</p> <ul style="list-style-type: none"> <li>• Check deposits</li> <li>• EFT outgoing payments</li> </ul>	<p><b>High School ASB</b> -43</p> <ul style="list-style-type: none"> <li>• Check deposits &amp; payments</li> </ul>	<p><b>AUSD Facility Rental Permits</b> -72</p> <ul style="list-style-type: none"> <li>• Heartland EFT deposits</li> <li>• Check deposits &amp; payments</li> </ul>	

# Account Structure – Health System Accounts



**EXHIBIT D**  
**TECHNICAL FILE SPECIFICATIONS**

Interface	Frequency	Bank?	Old/New County File Name	Old/New Bank File Name	Direction	Script	Layout Changes
ACH Origination	Workdays	Yes	Bank_ach_payments_prop.TXT	Bank_ach_payments_prop.TXT xf00.acfhc877.w700	To bank	DAILY_PAYMENTS_SFTP_TO_UBOC.sc p	None - NACHA standard
ACH Returns / NOC	Workdays	Yes	Bank_ach_returns_prop*.TXT	Bank_ach_returns_prop*.TXT xf00.acfhc877b.w700.USB K_ACH_FME.*	From bank	DAILY_RETURNS_SFTP_FROM_UBOC.sc p	None - NACHA standard
ACH Composite Receiver File (routing numbers)	Quarterly	Yes	Bank_routing_numbers_prop*.TXT	Bank_routing_numbers_prop*.TXT w700.crfub02.xf00	From bank	ROUTING_NBRS_SFTP_FROM_UBOC.sc p	No specs from bank. Probably industry standard.
E-Lockbox	Daily	Yes	UB_ELBX_ALAMEDA_TAX*.TXT	UB_ELBX_ALAMEDA_TAX*.TXT a900.CountyOfAlamedaFF ELBX.xf00	From bank	ELOCKBOX_XMIT_FROM_UBOC.sc p	No specs from bank. Uses standard ACH format, so probably no changes,
Image Cash Letter (Check Deposits)	Workdays	Yes	ALCO*.X937	xf00.alcoub.y400.MMDDY Y.HHMMSS.t mp	To bank	CHK21SEND_SFTP_TO_UBOC.sc p	Include record 28 Exclude record 61
Image Cash Letter Reporting (ACK and Admin Returns)	Workdays	Yes		y400.alcoub.xf00.mmddy. hhmmss.txt	From bank		
Wholesale Lockbox w/ Stops (hot file)	Workdays	Yes	Alameda_stop_20*.txt	Alameda_stop_20*.txt xf00.ctyalameda.l310.STO P_045871_O ACT720l.txt	To bank	LOCKBOX_HOTFILE_TO_UBOC.sc p	No specs from bank
Lockbox Remittance / Images	Workdays	Yes		*.zip LB45871- 20220615215543.zip LB4587101- 20220616221040.zip	From bank	LOCKBOX_CHKIMG_FROM_UBOC.sc p	No specs from bank
Lockbox Remittance / Payments	Workdays	Yes		ALAMEDA_COUNTY_TAX*.TXT	From bank	LOCKBOX_XMIT_FROM_UBOC.sc p	No specs from bank
Lockbox positive (lookup) file	Workdays	Yes	Alameda_Input*.txt	Alameda_Input*.txt xf00.ctyalameda.l310.POS _045871_Ala meda Input.txt	To bank	LOCKBOX_POSITIVE_TO_UBOC.sc p	No specs from bank

**EXHIBIT E  
REFERENCES**

**Bidder Name:** \_\_\_\_\_

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	Email Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	Email Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	Email Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	Email Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	Email Address:
Services Provided / Date(s) of Service:	

\*Use additional pages as necessary

## **EXHIBIT F**

### **TYPES OF INSURANCE COVERAGES AND MINIMUM LIMITS**

**Workers' Compensation Insurance** with statutory limits, as required by the laws of the State of California and Employer's Liability insurance on an "occurrence" basis with a limit of not less than \$1,000,000.

**Commercial General Liability Insurance** covering premises and operations and including but not limited to, owners and contractors protective, product and completed operations, personal and advertising injury and contractual liability coverage with a minimum per occurrence limit of \$1,000,000 covering bodily injury and property damage; General Aggregate limit of \$2,000,000; Products and Completed Operations Aggregate limit of \$2,000,000 and Personal & Advertising Injury limit of \$2,000,000, written on an occurrence form.

**Automobile Liability Insurance** covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage liability.

**Excess or Umbrella Liability Insurance.** If the Special Provisions require limits of general liability insurance of more than one million dollars (\$1,000,000) per occurrence, the Contractor shall carry excess or umbrella liability insurance providing excess coverage at least as broad as the underlying coverage for general, automobile and employer's liability with a limit equal to the amount stated in the Special Provisions per occurrence and aggregate.

**Banker's and Technology Professional Liability Insurance** covering liability imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of professional services and any physical property damage, bodily injury or death resulting there from, with a limit of not less than \$10,000,000 per claim and in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving media liability and infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, security and privacy liability that include invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The insurance shall include a vicarious liability endorsement to indemnify, defend, and hold harmless Alameda County for claims arising out of covered professional services and shall have an extended reporting period of not less than five years. That policy retroactive date coincides with or precedes Contractor's start of work (including subsequent policies purchased as renewals or replacements).

If the policy is terminated for any reason during the term of this Agreement, Contractor shall either purchase a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least five years to report claims arising from work performed in connection with this Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.

If this Agreement is terminated or not renewed, Contractor shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than five years there from. If that policy is terminated for any reason during the five-year period, Contractor shall purchase an extended reporting provision at least covering the balance of the five-year period to report claims arising from work performed in connection with this Agreement or a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy.

**Directors and Officers Insurance.** Contractor shall maintain and keep in force Directors and Officers liability insurance coverage on all directors and officers in such an amount as the Contractor deems reasonable and necessary pursuant to this

agreement, but in no event less than \$25,000,000 per claim and in the aggregate; specifically covering the corporate entity (Contractor) when claims are made against the entity in conjunction with securities it has issued.

**Cyber Liability (E-Commerce or Internet Security) Insurance.** Contractor will carry insurance for the following risks: a) liability arising from theft, dissemination and/or use of confidential and proprietary information stored or transmitted in electronic form, and b) liability arising from the introduction or intrusion of a computer virus or other malicious code into, or otherwise causing damage or interruption to, a customer's or third-party's computer, computer system, network or similar computer-related property and the data, software and programs stored therein, with a minimum limit of \$10,000,000 per occurrence or per claim. Such insurance will also provide affirmative coverage for the liability of restoring or recovering customer or third-party data affected by the events described above, as well as liability for the failure to prevent any such introduction or intrusion. If the Cyber Risk (E-Commerce or Internet Security) Insurance is written on an occurrence basis, then the Contractor shall continue to maintain such insurance for one (1) year following the termination of this Agreement. If the insurance is written on a claims-made basis, then Contractor will continue to maintain such insurance for three (3) years following the termination of this Agreement.

**Financial institutions Bond Coverage (Crime/Employee Dishonesty Coverage)** for loss or damage arising out of or in connection with any fraudulent, dishonest or unauthorized acts, including without limitation forgery or alteration of documents or computer records, committed by the employees of Contractor, whether acting alone or in collusion with others, including without limitation the property, funds, or negotiable instruments of others in a minimum amount of \$25,000,000. The policy shall be endorsed with a joint loss payee endorsement naming Alameda County and granting Alameda County the right to direct adjustment with the insurer in the event of a loss. A client property endorsement shall be added to the policy stating that the insurance company is responsible for losses involving the property, funds and negotiable instruments of Alameda County or others for whom Alameda County has assumed responsibility.

**All policies of insurance shall provide for the following:**

- a)** Name County, members of the Board of Supervisors of Alameda County, its officers, agents and employees, as additional insureds except with respect to Workers' Compensation, Professional Liability and Financial institutions Bond Coverage (Crime/Employee Dishonesty).
- b)** Be primary and non-contributory with respect to all obligations assumed by Contractor pursuant to this Agreement or any other services provided. Any insurance carried by the County shall not contribute to, or be excess of insurance maintained by Contractor, nor in any way provide benefit to Contractor, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents.
- c)** Be issued by insurance carriers with a rating of not less than A VII, as rated in the most currently available "Best's Insurance Guide."
- d)** Include a severability of interest clause and cross-liability coverage where the County is an additional insured.
- e)** Provide a waiver of subrogation in favor of Alameda County, members of the Board of Supervisors of Alameda County, its officers, agents and employees.
- f)** Provide defense in addition to limits of liability.

Upon execution of this Agreement and each extension of the Term thereafter, Contractor shall cause its insurers to issue certificates of insurance evidencing that the coverages and policy endorsements required under this Agreement are maintained in force and that not less than 30 days written notice shall be given to the County prior to any material modification, cancellation, or non-renewal of the policies.

Certificates shall expressly confirm at least the following: (i) County's additional insured status on the general liability, auto liability, directors and officers and cyber liability policies; (ii) the waiver of subrogation applicable to the workers' compensation and professional liability policies (iii) the vicarious liability endorsement on the Banker's professional liability policy (iv) and a joint loss payee endorsement on the Financial institutions Bond Coverage (Crime/Employee Dishonesty). Contractor shall also furnish the County with endorsements effecting coverage required by this insurance requirements clause. The endorsements are to be signed by a person authorized by the Insurer to bind coverage on its behalf. The certificate of insurance and all required endorsements shall be delivered to the County's address as set forth in the Notices provision of this Agreement.

All endorsements are to be received and approved by Alameda County before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

Unless otherwise agreed by the parties, Contractor shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Contractor as an additional insured on all such coverages. Evidence thereof shall be furnished as the County may reasonably request.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Contractor.

**EXHIBIT G  
EXCEPTIONS AND CLARIFICATIONS**

**Instructions:** Bidders must use the **Exceptions and Clarifications** form to identify and list below any and all exceptions and/or clarifications to the RFP and associated Bid Documents and submit them with the bid proposal.

**THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS AND CLARIFICATIONS; ANY SUCH EXCEPTIONS AND CLARIFICATIONS MAY BE A BASIS FOR BID PROPOSAL DISQUALIFICATION.**

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Bidder takes exception to...</i>

\*Use additional pages as necessary

**EXHIBIT H  
STANDARD SERVICES AGREEMENT**

**QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS**

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: \_\_\_\_\_ DEPT #: \_\_\_\_\_

TITLE/SERVICE: \_\_\_\_\_

DEPT. CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

**I. INFORMATION ABOUT THE CONTRACTOR**

**YES NO**

1. Is the contractor a corporation or partnership?

2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract?

3. If the answer to BOTH questions is YES, provide the employer ID number here: \_\_\_\_\_

No other questions need to be answered. Withholding is not required.

4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: \_\_\_\_\_

No other questions need to be answered. Withholding is not required.

5. If the answer to question 2 is NO, continue to Section II.

**II. RELATIONSHIP OF THE PARTIES**

**YES NO**

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so?

2. Is the contractor restricted from performing similar services for other businesses while he is working for the County?

3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)?

4.	Is the relationship between the County and the contractor intended to be ongoing?	<input type="checkbox"/>	<input type="checkbox"/>
----	---	--------------------------	--------------------------

<b>III.</b>	<b>FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS</b>	<b>YES</b>	<b>NO</b>
-------------	--	------------	-----------

1.	Is the contractor being hired for a period of time rather than for a specific project?	<input type="checkbox"/>	<input type="checkbox"/>
----	--	--------------------------	--------------------------

2.	Will payment be based on a wage or salary (as opposed to a commission or lump sum)?	<input type="checkbox"/>	<input type="checkbox"/>
----	---	--------------------------	--------------------------

<b>IV.</b>	<b>FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS</b>	<b>YES</b>	<b>NO</b>
------------	---	------------	-----------

1.	Will the agreement be with an individual who does not have an outside practice?	<input type="checkbox"/>	<input type="checkbox"/>
----	---	--------------------------	--------------------------

2.	Will the contractor work more than an average of ten hours per week? IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.	<input type="checkbox"/>	<input type="checkbox"/>
----	--	--------------------------	--------------------------

3.	Will the County provide more than 20% of the contractor’s income?	<input type="checkbox"/>	<input type="checkbox"/>
----	---	--------------------------	--------------------------

4.	If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.	<input type="checkbox"/>	<input type="checkbox"/>
----	--	--------------------------	--------------------------

A “YES” answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an “employee for withholding purposes.” All contracts that require withholding must be emailed to the Auditor-Controller Board Approved Contracts Unit ([rachelle.webber@acgov.org](mailto:rachelle.webber@acgov.org)), for processing and payment through the payroll System

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Agency/Department Head/Designee Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**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 **Contractor’s name**, hereinafter referred to as the “Contractor”.

**WITNESSETH**

Whereas, County desires to obtain **BidTitle** services which are more fully described in Exhibit A hereto (“**Definition/Description of Services**”); and

*(Insert short name or delete)*

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 **BidTitle** 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/Description of Services**
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E Contracting Compliance Reporting Requirements
- Exhibit F The Iran Contracting Act (ICA) of 2010**

The term of this Agreement shall be from \_\_\_\_\_ through \_\_\_\_\_.

The compensation payable to Contractor hereunder shall not exceed **(dollar amount written out)** dollars (**\$ \_\_\_\_\_**) for the term of this Agreement. The County neither warrants nor guarantees any minimum compensation to the Contractor under this Agreement. Payment to Contractor shall be based on actual services performed on behalf of the County. The compensation payable to Contractor hereunder shall be paid from a total pool contract amount for the **BidTitle**. The total pool amount for all contracts shall not exceed **(dollar amount written out)** dollars (**\$ \_\_\_\_\_**) 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

**CONTRACTOR/COMPANY NAME**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
(Printed)

Name: \_\_\_\_\_  
(Printed)

Title: President of the Board of Supervisors

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
**Insert County Counsel Name here**  
**Insert Counsel Title or**  
County Counsel Signature

By signing above, the 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

**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

Name: Detra Dillon

\_\_\_\_\_

\_\_\_\_\_

(Printed)

Title: Procurement Administrator

\_\_\_\_\_

\_\_\_\_\_

Date:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Signature

Name: \_\_\_\_\_

(Printed)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By signing above, the 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 Alameda County Flood Control and Water Conservation District ("District") and the County of Alameda, its OR their Boards 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 District or 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 District or 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 District and 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 District and 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 District and County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the District and the County before District and 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

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

To Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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 **BidTitle Services** shall not exceed \$\_\_\_\_\_pool payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:**

**Revised SLEB Provisions for use in Standard Services Agreement.**

Red italic text below indicates instructions to County users.

*Select the appropriate SLEB provision below for your contract and delete the unused options:*

*Option 1 – If Prime is subcontracting with SLEBs*

*Option 2 – If Prime is a SLEB*

*Option 3 –If SLEB Waiver was approved by GSA, Auditor-Controller or the Board*

**OPTION 1: If Prime is subcontracting with SLEBs use the provision below:**

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%)** 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](mailto:ACSLEBcompliance@acgov.org).

**OPTION 2 – If Prime is a SLEB use provision below:**

Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County’s Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor’s certification status changes, Contractor shall notify the County within three business days.

**Should Contractor’s status as a certified small or emerging local business change at any time during the term of this Agreement**, Contractor shall negotiate with County to be in compliance with the County’s Small and Emerging Local Business provision, including but not limited to:

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.

- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute 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). Further approval from the Board of Supervisors may also be required.
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation web-based compliance system (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. 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 & Reporting (OCCR) via e-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

**OPTION 3 –If SLEB Waiver was approved by GSA, Auditor Controller or the Board use provision below:**

Contractor is approved by County to participate in contract without SLEB participation. As a result, there is no requirement to be certified or subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. The approval is based on: SLEB Waiver Number and Expiration Date OR Contractor as a non-profit community-based organization (CBO) is a SLEB Exempted Entity OR Contract as a non-profit church or non-profit religious organization (NPO) is a SLEB Exempt Entity OR Contractor as a public school or university is a SLEB Exempt Entity OR Contractor as a government agency is a SLEB Exempt Entity.

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

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).

- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance & Reporting (OCCR).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation web-based compliance system (see Exhibit E).

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

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCCR via e-mail at [ACSLEBcompliance@acgov.org](mailto: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 Paragraph 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 Paragraph 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 Paragraph 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 <### 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]



### ADDITIONAL PROVISIONS

Revision to the General Terms and Conditions of this Agreement are hereby noted below.

1. Section x, XXXXXXXX, is deleted in its entirety.
2. Section x, XXXXXXXX, is deleted in its entirety and replaced with the following:
3. Section x, XXXXXXXX, is revised....
4. The xxx paragraph of Section xx, XXXXXXXX, is deleted in its entirety and replaced with the following:
5. The following sentence is added to the end of Section x, XXXXXX:
- 6.

Approved as to Form:

By: \_\_\_\_\_

County Counsel Signature



## EXHIBIT A

### DEFINITION OF SERVICES

*Modify language as needed*

1. Contractor shall provide <insert description of goods and/or services> with the <insert applicable document titles such as: Specific Requirements> and <insert applicable document titles such as: Deliverables/Reports> set on this Exhibit A, consisting of the following: *Structure these Exhibits as appropriate. Do not use tentative language such as "proposed" or "quotation" as, at this point, all proposals are to become contract requirements.*

Exhibit A-1 (Insert applicable Exhibit Heading titles such as: Specific Requirements and Deliverables)

Exhibit A-2 (Insert applicable Exhibit Heading titles such as: Requirements)

Exhibit A-3 (Insert applicable Exhibit Heading titles such as: Description of Equipment)

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal/Quotation (RFP/Q) No. 900XXX, including any addenda, specifically including Exhibit X of the RFP/Q (*remove or modify as needed*), 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/Q 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/Q and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
- b. Contractor shall provide, as requested, on a non-exclusive basis, BidTitle as described in Exhibit A-1. Contractor understands that they are one vendor on a list that may provide BidTitle, the Contract Pool.
- c. The RFP/Q 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.
- d. Labor Compliance/Prevailing Wage:
  - (1) This is public works project and is subject to monitoring by the Department of Industrial Relations (DIR). All contractors performing work on Public Works projects are required to be registered with the DIR. Valid DIR registration numbers for the firm and any lower-tier subcontractors the contractors may hire to accomplish their portion of work must be supplied with the proposal. The Contractor and all subcontractors under the Contractor must pay all workers on all work performed pursuant to this contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime

work as determined by the Director of the DIR, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the County, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the County or at [www.dir.ca.gov](http://www.dir.ca.gov).

- (2) All public works contracts valued at \$30,000 or more carry an obligation to hire apprentices, unless the craft or trade does not require the use of apprentices, as indicated in the corresponding prevailing wage determination. This duty applies to all contractors and subcontractors on a project, even if their part of the project is less than \$30,000.
  - e. The County is administering this Agreement for both the County and the Alameda County Flood Control and Water Conservation District (“District”). References to County in this Agreement shall be interpreted to refer to District with respect to any District-initiated tasks. District is a third-party beneficiary of this Agreement.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name	Title	Telephone	Email Address

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.



Master Contract No. **XXXXXX**  
Procurement Contract No. **XXXX**

**EXHIBIT A-1**

**SPECIFIC REQUIREMENTS AND DELIVERABLES / REPORTS**



## EXHIBIT B

### PAYMENT TERMS

*(Modify language as needed)*

1. County will use its reasonable 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.
2. Invoices will be reviewed for approval by the County, \_\_\_\_\_.
3. Total payment under the terms of this Agreement will not exceed the total amount of \_\_\_\_\_ . This cost includes all taxes and all other charges.
4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.
5. Upon notice to proceed from County, Contractor shall perform in accordance with the following schedule:



## EXHIBIT C

### INSURANCE REQUIREMENTS

**DO NOT ATTACH THIS PAGE TO YOUR CONTRACT. READ THE INSTRUCTIONS BELOW TO OBTAIN THE APPROPRIATE EXHIBIT C  
[CONTRACTORS INSURANCE REQUIREMENTS SYSTEM](#)**

As you develop new contracts, please use the new Contractors Insurance Requirement system. This system should guide you in determining the kind of insurance to require for the contract you are developing. If you do not find a “Type of Contract Activity” listed in the system, please contact your assigned Risk Management Analyst.

You can access this new system and various types of Exhibit Cs at <http://acgov.org/cao/rmu/forms/contracts.htm>). Or, via County intranet website path: Alcoweb/Document Center/Risk Management/Contractors Insurance Requirements/COI Requirements Database.

A major advantage of requiring insurance in a business agreement is to be able to transfer the risk to the contractor. In order to accomplish this, the contractor must carry appropriate insurance to financially back up the hold harmless and indemnification provisions of the agreement. All contractors as a matter of business practice should carry at minimum, general liability insurance. Other forms of insurance may be required depending on the scope of services.

Please be sure to inform the vendor about insurance requirements well ahead of determining or negotiating the contract amount.

The County’s insurance requirements for Additional Insured reads, “All insurance required above with the exception... shall be endorsed to name as additional insured...”

An endorsement is an amendment to a contract, such as an insurance policy, by which the original terms are changed. The insurance certificate (also known as the “Accord”) carries a disclaimer, “This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

**This certificate does not amend, extend or alter the coverage afforded by the policy**

**below.** Additional insureds listed in the description box are not a proper risk transfer. Any amendment or extension of the coverage such as an additional insured should be provided by a separate endorsement page or copy of the policy.

#### **Alameda County Flood Control and Water Conservation District contracts**

Please contact RMU to add the District into Endorsements and Conditions, Additional Insured section.

#### **Waiver requests**

Should the contractor’s insurance vary from the requirements (i.e. lower limits, another name for the same type of insurance) a waiver request is appropriate. If you need a waiver request, you may access

the form at

<http://acgov.org/cao/rmu/documents/2008 Request for Ins Waiver or Change 2 1 28 08.pdf>

### Unable to Procure Insurance

There may be special circumstances when contracting with certain vendors. These vendors would be unable to procure required insurance. Please contact the Risk Management Analyst assigned to your department to discuss this circumstance. Your Analyst will make a determination based on the discussion as to how to best handle the circumstance and still protect the County's interest.



**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. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility.

**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 (COMPANY): _____	
NAME/TITLE OF AUTHORIZED SIGNER: _____	
SIGNATURE:  _____	DATE: _____



## EXHIBIT E

### COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS

The County of Alameda utilizes Elation Systems, a third-party compliance system to monitor subcontractor utilization requirements.

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow them to register to use Elation Systems (at <https://www.elationsys.com/APP/>) free of charge.

Upon receipt of signed contract documents, the prime contractor shall immediately enter subcontractors (contributing towards utilization requirements) 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.

Elation Systems support, resources, and assistance are available online to registered contractors awarded a contract as a result of this bid process for this project and participating registered subcontractors.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and able to utilize Elation Systems as required.



**EXHIBIT F**

**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: \_\_\_\_\_

\_\_\_\_\_

<p><b>CONTRACTOR (COMPANY):</b> _____</p> <p><b>NAME/TITLE OF AUTHORIZED SIGNER:</b> _____</p> <p><b>SIGNATURE:</b>  _____ <b>DATE:</b> _____</p>
--

**EXHIBIT I  
PRICING MATRIX**

Please use the Pricing Matrix file(Excel Format), found under the RFP’s Project Related Documents found on GSA’s Contracting Opportunities website when completing a bid response.

**For illustrative purposes only:**

AFP Code	Service Description	Volume	Unit Price	Monthly Total	Special Notes/Comments
<b>Depository Services</b>					
010000	Account Maintenance	33		\$ -	
010101	Paper Credits	112		\$ -	
010101	Electronic Credits	573		\$ -	
010100	Paper Debits	24,534		\$ -	
010100	Electronic Debits	520		\$ -	
010102	Combined Transactions/Items	40,424		\$ -	
150101	Reject Checks Paid	187		\$ -	
100224	Deposited Item	32		\$ -	
100400	Returned Deposited Items	121		\$ -	
100405	Returned Item Special Instruc	1		\$ -	
100440	Returned Item Special Mail	120		\$ -	
100403	Returned Item Image Viewed	51		\$ -	
100414	Returned Item Img Advice View	1		\$ -	
100430	Returned Item Manual Process	120		\$ -	
000230	Deposit Coverage (1,000)	89,088		\$ -	
010310	Truncated Paper Stmt	5		\$ -	
010307	Truncated Online DDA Statement	27		\$ -	
010310	Image Paper DDA Statement	1		\$ -	
150420	Manual Stop Payment-24 Months	0		\$ -	
010600	Account Inquiry	2		\$ -	
151342	Copy of Check/Deposit Ticket	0		\$ -	
<b>SUBTOTAL DEPOSITORY SERVICES</b>				<b>\$ -</b>	
<b>Account Reconciliation Services</b>					
150030	Full/Positive Pay Maint	6		\$ -	
150120	Full/Positive Pay - per Item	24,488		\$ -	
150030	Web Positive Pay Only Maint	4		\$ -	
150120	Web Pos Pay Only - per Item	6		\$ -	