

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000008964
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): City Treasurer	DATE: 3/1/2016
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SUBJECT: Extension of BondEdge Solutions Contract and Approval of Amendment

PRIMARY CONTACT (NAME, PHONE): Kent Morris, 619-533-6253 / MS 51-V	SECONDARY CONTACT (NAME, PHONE): Tricy Dienst, 619-533-6257 / MS 51-V
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COMPLETE FOR ACCOUNTING PURPOSES

FUND		100000	700000	700001	700011
FUNCTIONAL AREA		OTHR-00000000-GG	OTHR-00000000-SU	OTHR-00000000-SU	OTHR-00000000-WU
COST CENTER		1516000011	2000110001	2000110001	2000110001
GENERAL LEDGER ACCT		513002	513002	513002	513002
WBS OR INTERNAL ORDER		12000262	21002865	21002748	21002707
CAPITAL PROJECT No.					
AMOUNT	\$0.00	\$52,221.40	\$5,595.15	\$5,595.15	\$11,190.30

FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): Annual expense for FY17 will be \$74,602; cost distribution noted as per SLA agreement.

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	Granewich, Gail	04/19/2016
Financial Management	CFO		
Liaison Office	DEPUTY CHIEF	Lewis, Mary	05/27/2016
Equal Opportunity Contracting	COO		
Comptroller	CITY ATTORNEY		
	COUNCIL PRESIDENTS OFFICE		

PREPARATION OF: RESOLUTIONS ORDINANCE(S) AGREEMENT(S) DEED(S)

1. In compliance with Charter Section 99, the Office of the City Treasurer requests an extension of the current contract with BondEdge Solutions for an additional four (4) years beginning August 5, 2016, and approval of the Amendment.

2. Authorize the Chief Financial Officer to expend an amount not to exceed:

\$52,221.40 from Fund No. 100000/Cost Center No. 1516000011/Internal Order No. 12000262

\$5,595.15 from Fund No. 700000/Cost Center No. 2000110001/Internal Order No. 21002865

\$5,595.15 from Fund No. 700001/Cost Center No. 2000110001/Internal Order No. 21002748

\$11,190.30 from Fund No. 700011/Cost Center No. 2000110001/Internal Order No. 21002707

to provide funds for the above referenced contract, contingent upon the adoption of the given fiscal year Appropriation Ordinance and contingent upon the Chief Financial Officer first furnishing one or more certificates certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

STAFF RECOMMENDATIONS:

Approve Requested Action

SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)

COUNCIL DISTRICT(S): All

COMMUNITY AREA(S): All

ENVIRONMENTAL IMPACT: This activity is not a project as defined by the California Environmental Quality Act Section 21065 and State CEQA Guidelines Section 15378(b)(5), as it is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment. The determination that this activity is not subject to the CEQA, pursuant to Section 15060(c)(3), is not appealable and a Notice of Right to Appeal the Environmental Determination (NORA) is not required.

CITY CLERK INSTRUCTIONS: This item is subject to Charter Section 99 (10 day published notice, approval by Ordinance and 6 votes required)

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 3/1/2016

ORIGINATING DEPARTMENT: City Treasurer

SUBJECT: Extension of BondEdge Solutions Contract and Approval of Amendment

COUNCIL DISTRICT(S): All

CONTACT/PHONE NUMBER: Kent Morris/619-533-6253 / MS 51-V

DESCRIPTIVE SUMMARY OF ITEM:

This item is to approve the extension of the City Treasurer's contract with BondEdge Solutions for an additional four (4) years beginning August 5, 2016, in compliance with City Charter Section 99, including approval of the Amendment.

STAFF RECOMMENDATION:

Approve Requested Action

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

The Office of the City Treasurer Investments Division manages combined securities portfolios of approximately \$2.47 billion as of March 31, 2016. The majority of assets are held in the City Treasurer's Pooled Investment Fund. There are also several bond construction and reserve funds which are managed separately.

The City Treasurer's Pooled Investment Fund is managed as two separate portfolios. The Liquidity Portfolio, which represents approximately 35% of the Pool, serves to meet the City's more immediate cash flow needs and is benchmarked against the Bank of America Merrill Lynch 3-6 month Treasury Bill index. The Core Portfolio, which represents approximately 65% of the Pool, is managed on a total return basis versus the Bank of America Merrill Lynch 1-3 Treasury index.

The City's Investments staff currently utilize BondEdge Solutions as its fixed income portfolio analytics software to help assess the optimal position of the Core Portfolio holdings. The solution allows staff to determine portfolio positioning versus the index, measures performance and determines its attribution versus the index, runs a variety of Monte Carlo scenario simulations, and provides an additional pricing resource for portfolio holdings. The solution also provides additional analytical tools including yield curve sensitivity analysis, credit risk reporting, and cash flow analysis. BondEdge Solutions tracks the investment holdings of the Liquidity Portfolio and bond construction and reserve funds, and allows the Investments staff to coordinate with the Debt Management Department and other departments to ensure the timely reinvestment of maturing securities in the various bond portfolios, as well as satisfy annual bond compliance requirements.

The current contract, executed between the City and BondEdge, was established through a cooperative agreement with King County, Washington which was the result of a Request for Proposal. The contract was entered into on June 27, 2011, with an effective date commencing on August 4, 2011, for an original term of five (5) years. On November 30, 2015, an Amendment to

the Contract was approved by the City. This Amendment allowed for the City to obtain an additional administrative key, and also removed a system module no longer needed by the City, resulting in a corresponding cost savings. Effective August 5, 2015, King County opted to extend their contract with BondEdge for an additional five (5) years.

The Office of the City Treasurer Investments Division would like to extend its contract with BondEdge for an additional four (4) years, with the term extending until July 29, 2020. The total contract amount is estimated at \$350,000 over the four (4) year period. The BondEdge system retains historical portfolio performance and analytics data dating back to 1997; switching vendors may result in potential loss of historical data and reports.

In compliance with City Charter Section 99, the Office of the City Treasurer is requesting extension of the current contract with BondEdge Solutions for an additional four (4) years beginning August 5, 2016 and approval of the Amendment.

CITY STRATEGIC PLAN GOAL(S)/OBJECTIVE(S):

Goal # 1: Provide high quality public service

Objective # 4: Ensure equipment and technology are in place so that employees can achieve high quality public service

Goal # 3: Create and sustain a resilient economically prosperous City

Objective # 5: Enhance San Diego's global standing

FISCAL CONSIDERATIONS:

The amount requested shall not exceed \$350,000 over the four-year duration of the contract.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

This agreement is subject to the City's Equal Employment Opportunity Outreach Program (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee): N/A

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: N/A

KEY STAKEHOLDERS AND PROJECTED IMPACTS: None

Granewich, Gail

Originating Department

Lewis, Mary
Deputy Chief/Chief Operating Officer



BONDEDGE® NEXT GENERATION CONTRACT

THIS CONTRACT, made this 27th day of June, 2011, by and between the City of San Diego (hereinafter "City"), a municipal corporation, and Interactive Data Corporation, acting by and through its Interactive Data Fixed Income Analytics division, with its principal place of business at 2901 28th Street, Suite 300, Santa Monica, CA 90405 (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the City has caused Contract documents for:

Contract No. : 4600000763

Contract Title : City of San Diego BondEdge Software System

to be prepared for certain Work as described therein; and

WHEREAS, the Contractor has submitted a proposal in response to a Request for Proposal (RFP) No. 1085-09 VZN issued by King County in Seattle, Washington on April 16, 2009; King County determined that the Contractor's proposal is the winning proposal in response to said RFP, and entered into a Contract with the Contractor on April 30, 2010 which includes the following provision, Section 1.14, "Other Public Agency Orders"; and the City of San Diego intends to award a Contract to the Contractor on that basis.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to supply the goods and Services at the price and on the terms and conditions herein contained, and to assume and perform all of the covenants and conditions herein required of the Contractor, and the City agrees to pay the Contractor the Contract price provided herein for the supply of the goods and Services and the performance of the covenants set forth herein.

THE FURTHER TERMS, CONDITIONS AND COVENANTS of the Contract are set forth in the following exhibit parts each of which is attached hereto and by this reference made a part hereof in the following order of precedence: (1) Contract Amendment; (2) the Contract Document which includes: Definition of Words and Terms, Standard Contractual Terms and Conditions, Specific Contractual Terms and Conditions, Insurance Requirements, Scope of Work, and the following Attachments: A) Software License Agreement; B) Price Schedule, C) Barclays Capital Index Data Addendum, D) Interactive Data Pricing and Reference Data, Inc. Addendum, E) Interactive Data Fixed Income Analytics Billing Information, F) OPTIMIZATION MODULE ADDENDUM, G) No Warranty and Limitation on Liability Provisions Required by Contractor for Inclusion in Each Data Agreement, and H) City of San Diego Mandatory Provisions. The aforementioned documents are collectively referred to as the "Contract Documents."

INTERACTIVE DATA CORPORATION acting by
and through its FIXED INCOME ANALYTICS
division

CITY OF SAN DIEGO

Keith Webster
Authorized Signature
Keith Webster, Managing Director

Name and Title (Print or Type):
06/20/2011
Date:

Hildred Pepper Jr 6/30/11
Gail R. Granewich

Authorized Signature
GAIL R. GRANEWICH, CITY TREASURER
Name and Title (Print or Type):
6/28/11
Date:

I HEREBY APPROVE the form and legality of the foregoing Agreement this

29th Day of June, 2011.

Mara W. Elliott
Mara W. Elliott,
Deputy City Attorney

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DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Affiliates: shall mean any entity directly or indirectly controlling, controlled by or under common control with another entity, where "control" means ownership of more than 50% of the voting stock or other equity interests of an entity, or the right to direct the management of such entity.

Buyer: Individual designated by the City to draft and negotiate Contracts, resolves contractual issues and supports the Project Manager during Contract performance.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms or Scope of Work, signed by both parties, with or without notice to the sureties.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between the City and the Contractor for completion of the Work under the Contract as set forth on Page 2 of this document.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the City for the performance of Services or Work under the Contract.

Cost Analysis: The review, evaluation and verification of cost data and the evaluation of the specific elements of costs and profit. Cost Analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

City: City of San Diego and its officers, employees, agents, contractors, and subcontractors.

Day: Calendar Day.

Documentation: Technical publications and/or documentation relating to the use of the Software or Services, to the extent available, to be Provided and delivered by Contractor under this Contract, such as reference manuals, training manuals, user manuals, maintenance manuals, installation, systems administration and technical guides designed to instruct the City on the features, uses, and functions of the Software or Services.

Effective Date: The date the Contract is countersigned by the City.

Enhancement: Technical or functional additions to the Software within the version purchased by the City, to improve Software Functionality and/or operations. Enhancements to the version purchase by the City are generally delivered with new releases of the Software.

Error: An unanticipated Software problem resulting in program behavior not following the Software's logical design and/or the Contract.

Final Acceptance: The point when the City acknowledges that the Contractor has performed the entire Work in accordance with the Contract.

Installation Date: the date specified in a letter signed by both parties confirming that the BondEdge modules subscribed to have been installed and accepted by the City.

Object Code: The executable, machine-readable, form of a software program. Object code is instruction code in machine language produced as the output of a compiler or an assembler.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Price Analysis: The process of examining and evaluating a price without evaluating its separate cost elements and proposed profit.

Project Manager: The individual designated by the City to manage the project on a daily basis and who may represent the City for Contract administration. This Contract may be part of a larger City project.

Provide: Furnish without additional charge.

Scope of Work (SOW): Attachment B, Price Schedule, to the Contract describing the BondEdge modules selected by the City.

Services: The furnishing of labor, time or effort by a Contractor, including Software maintenance or support, custom Software, or consulting but not involving the delivery of any specific manufactured goods.

Software: All or any portion of the commercially available version of the computer Software programs selected by the City and Enhancements thereto, including localized versions of the computer Software programs and Enhancements thereto, including Documentation licensed and delivered by Contractor to the City, also referred to as BondEdge.

Third Party Licensor(s): Contractor's Affiliates and its or their third party licensors or suppliers.

Update: All published revisions to the Documentation and copies of the new release of the Software within the version purchased by the City, which are not designated by Contractor as new products.

Upgrade: Subsequent releases of the Software and Documentation that generally have a new major version number, i.e. version 6.3 to version 7.0, not 6.3 to 6.4.

Virus: Software code that is intentionally and specifically constructed for the purpose of destroying, interrupting or otherwise adversely impacting other code or data in a computer, such as replicating itself or another program many times without any useful purpose.

Work: Everything to be Provided and done for the fulfillment of the Contract and shall include all Software, Hardware and Services specified under this Contract, including Contract Amendments and settlements.

SECTION 1 STANDARD CONTRACTUAL TERMS AND CONDITIONS

1.1 Administration

This Contract is between the City and the Contractor who shall be responsible for providing the Work described herein.

The Contractor's performance under this Contract may be monitored and reviewed by City personnel. Reports and data to the extent required to be Provided by the Contractor shall be delivered to the City as described herein.

1.2 Contract Amendment

All changes to the Contract shall be through a Contract Amendment. No oral order or conduct by the City shall constitute a change to the Contract. If any Contract Amendment causes an increase or decrease in the cost of, or the time required for performance of any part of the Work under this Contract, the Contract may be modified if agreed to in writing by both parties. Contract Amendments may require a Cost/Price Analysis to determine the reasonableness of the proposed adjustments to the Contract.

1.3 Termination

A. Termination for Default

In the event of any material breach by either party, the other party may terminate this Contract by giving sixty (60) days' prior written notice thereof; provided, however that such termination shall not take effect if the City cures or corrects the breach within such notice period. Notwithstanding the notice period set forth above, in the event that (i) the City has exceeded the scope of the license granted by Contractor under this Contract, or (ii) has or is suspected of having infringed on Contractor's proprietary rights, Contractor may terminate this Contract by giving thirty (30) days' prior written notice thereof; provided, however that such termination shall not take effect if the City cures or corrects the breach within such notice period.

B. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced or limited in any way during the Contract term or in any Contract Amendment hereto, the City may, upon written notice to the Contractor, terminate this Contract in whole or in part.

Payment shall not exceed the appropriation for the year in which termination is effected. If the Contract is terminated for non-appropriation:

1. The City shall be liable only for payment in accordance with the terms of this Contract for Services performed and Accepted prior to the effective date of termination; and,
2. The Contractor shall be released from any obligation under this Contract (including any related purchase order) to Provide further Work pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the City Council of sufficient funds to support the activities described in

this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current fiscal year. The appropriation year ends on December 31 of each year.

C. Non Renewal

Either party may terminate this Contract effective at the end of the then current Contract Year, by giving the other party at least ninety (90) days' prior written notice of termination.

D. Termination for Material Defects in BondEdge

The City may terminate this Contract at any time, upon thirty (30) days' written notice to Contractor, in the event of material defects in BondEdge for which Contractor has not provided either corrections or reasonable workaround procedures by the end of the notice period. This Section 1.3.D sets forth the exclusive remedy of the City against Contractor for claims concerning material defects in BondEdge.

1.4 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances causing the inability to perform the requirements of this Contract. If a party is rendered unable, wholly or in part, by a force majeure event or any other cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the a party ceases to be excused pursuant to this provision, then the other party shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

1.5 California State Sales Tax

The City shall make payment directly to the State of California for all applicable State sales taxes if the Contractor is not registered for payment of sales taxes in the State of California. If the Contractor is so registered, it shall add the sales tax to each invoice and upon receipt of payment from the City, promptly remit appropriate amounts to the State of California.

1.6 Taxes, Licenses, and Certificate Requirements

This Contract and any of the Work Provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to Provide the specified goods or Services consistent with applicable federal, state or local laws and regulations.

The Contractor shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to Provide the Work under this Contract.

1.7 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party which consent shall not be unreasonably withheld, provided; however, that Contractor (i) may assign this Contract in whole and without the City's consent to any of its Affiliates and

(ii) shall endeavor to promptly notify the City of such assignment to an Affiliate. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party.

1.8 Indemnification and Hold Harmless

A. Patent and Copyright Indemnity

Contractor will defend and indemnify the City and hold it harmless from and against any action instituted against the City to the extent that it is based upon the claim that the use of BondEdge, or a portion thereof, infringes upon a third party patent, copyright or other proprietary right, and Contractor will pay all costs and damages attributed to such claim and awarded against the City is such action or constituting a settlement of such claim; provided that (i) the City promptly notifies Contractor of such action and gives Contractor sole authority and all information and reasonable assistance (at Contractor's expense) to defend or settle such claim, (ii) such claim does not arise out of the use of BondEdge when used in a manner not intended or with an unauthorized modification or misused, and (iii) any such costs and expenses were incurred with Contractor's written authorization which will not be unreasonably withheld, other than de minimis expenses incurred in determining whether the claim in question is subject to this Section 1.8A. If such claim has occurred, or in Contractor's opinion is likely to occur, Contractor may, at its sole election and expense, either (x) obtain for the City the right to continue using BondEdge or (y) replace or modify BondEdge so that it becomes non-infringing and functionally equivalent or (z) terminate this Contract and refund to the City any unused prepaid license fees. This Section 1.8 sets forth the exclusive remedy of the City against Contractor or any of its suppliers for patent, copyright or other proprietary right infringement.

B. Indemnification by the City

To the extent permitted by law, and except in the event of Contractor's gross negligence or willful misconduct, the City shall indemnify Contractor and its affiliates as well as the Third Party Licensor(s) and their respective affiliates, licensors, and suppliers (collectively "Indemnitees") against and hold such Indemnitees harmless from any and all losses, damages, liability, costs, including attorneys' fees, resulting directly or indirectly from any claim or demand against such Indemnitees by a third party arising out of or related to the use of BondEdge as provided by Contractor to the City, or any data, information, service, report, analysis or publication derived therefrom. Other than as specified in Section 1.8.A, Indemnitees shall not be liable for any claim or demand against the City by a third party.

C. Limitation of Liability

Except for the violations of Contractor's intellectual or proprietary rights, neither party shall be liable for any indirect, incidental, special or consequential damages, including but not limited to lost data or profits, however arising, even if it has been advised of the possibility of such damages. Except in connection with claims or actions arising from or relating to (i) damages incurred under the paragraphs A and B, or (ii) in the event of either party's gross negligence or willful misconduct, either party's liability for damages to the other under this Contract shall be limited to one year subscription fee to BondEdge

to the extent that person or entity was a subscriber. The parties agree to the allocation of liability of risk set forth in this subsection.

1.9 Applicable Law and Forum

This contract shall be governed by and construed according to the laws of the State of California. Any claim or suit concerning this Contract may only be filed and prosecuted in the County of San Diego.

1.10 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest

By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest in the Contract, other than the rights to receive payment for the services rendered under the contract and that it shall not knowingly acquire any interest that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not knowingly employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter becomes aware that such a conflict of interest exists, it shall promptly disclose such conflict to the City. The City shall require that the Contractor take prompt action to eliminate the conflict. In the event that Contractor fails to eliminate the conflict, the City reserve the right to terminate this contract for convenience.

B. Contingent Fees and Gratuities

By entering into this Contract to perform Work, the Contractor:

1. Represent that no Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
2. Represent that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the City or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

1.11 Claims and Appeals

Contractor shall address claims for additional time or compensation under the Contract in writing to the City's Investment Officer within thirty (30) Days of the date in which the Contractor knows or should know of the basis for the claim. Claims shall be accompanied by supporting documentation and citation to applicable provisions in the Contract Documents. The City's Investment Officer reserves the right to request additional documentation necessary to adequately review the claim. The City's Investment Officer shall ordinarily respond to the Contractor in writing.

In the event the Contractor disagrees with the determination of the City's Investment Officer, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the designated Purchasing Agent. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Purchasing Agent shall review the appeal and make a determination in writing, which shall be final. An appeal to the Purchasing Agent on additional time or compensation claims shall be a condition precedent to litigation.

Pending final decision of a claim and appeal hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the City. Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgment of prejudice to the City.

1.12 Dispute Resolution

If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through the claims and appeal process set forth in the Claims and Appeals Section above, the parties may, upon mutual agreement, endeavor to settle the dispute in an amicable manner prior to commencing litigation.

1.13 Maintenance of Records

A. Retention of Records

The Contractor shall maintain books, records and documents directly related to this Contract in accordance with generally accepted accounting principles applicable to Contractor. The Contractor shall retain all financial information, data and records for all Work under the Contract for six (6) years after the date of final payment.

B. Audit Access

1. To the extent required by law, City auditors shall have access to Contractor's records for the purpose of verifying compliance with the terms of this Contract. In connection with such audits, City auditors shall have access to records and be able to copy such records during the Contractor's normal business hours. The Contractor shall provide proper facilities for such access, inspection and copying.
2. Audits may be conducted during the Contract period or for a period set forth in the applicable statute of limitations for purposes of evaluating claims by or payments to the Contractor. Audits shall be conducted in accordance with generally accepted Government Auditing Standards. The Contractor shall fully cooperate with the auditor(s).

1.14 Other Public Agency Orders

Other federal, state, City and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The City does not accept any responsibility or involvement in the purchase orders or Contracts issued by other public agencies.

1.15 Nondiscrimination and Equal Employment Opportunity

During the performance of this contract Contractor agrees to comply with the terms and conditions set forth in Attachment H with regard to non-discrimination and equal employment and provision of services.

1.16 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Contract. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain valid and binding.

1.17 No Waiver of Breach

No action or failure to act by either party shall constitute a waiver of any right or duty afforded to such party under the Contract; nor shall any such action or failure to act by either party constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by such party in writing.

SECTION 2 SPECIFIC CONTRACTUAL TERMS AND CONDITIONS

2.1 Execution of the Contract

The documents constituting the Contract between the City and the Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract documents, they shall take precedence as listed on the Contract, page 2. Upon the Effective Date, the City shall issue purchase orders directing the Work to be performed.

The Contract may be executed in counterparts, any of which shall be deemed an original and which shall together constitute one Contract.

2.2 Contract Term

The City's payment obligations as well as the initial term of this Contract shall commence on the Installation Date and continue for a succession of up to 5 annual periods (each a "Contract Year") unless terminated by either party subject to the termination provisions at subsection 1.3, Termination.

2.3 Notices

All notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when delivered to the addresses set forth below.

For Project Management related notices, questions or documentation:

CITY OF SAN DIEGO	CONTRACTOR
Office of the City Treasurer - Investments Division	Interactive Data Fixed Income Analytics
1200 Third Avenue, Suite 1624	2901 28 th St., Ste.300
San Diego, CA 92101-4195	Client Services Group
Attn.: Investment Officer	Santa Monica, CA 90405
(619) 531-2505	800-228-9715
	FIA-services@Interactivedata.com

For Contract related notices, questions or documentation contact:

City of San Diego Purchasing & Contracting Department	Same as above
1200 Third Ave., Suite 200	
San Diego, CA 92101-4195	
Attn.: Purchasing Agent	
(619) 236-6000	

2.4 Payment Procedures

A. Invoices

The Contractor for Work Accepted by the City shall furnish invoices to:

City of San Diego
Investments Division
Office of the City Treasurer
1200 Third Avenue, Suite 1624
San Diego, CA 92101

Important –All invoices shall include the following information: purchase order number, requester's name and phone number, date of invoice, invoice number and invoice total.

The City will not be bound by prices contained in an invoice that are higher than those in this Contract. The invoice may be rejected and returned to the Contractor for a correct invoice.

FAILURE TO COMPLY WITH THESE REQUIREMENTS OR TO PROVIDE AN INVOICE IN CONFORMANCE WITH THE CONTRACT MAY DELAY PAYMENT.

B. Payments

Within sixty (60) Days after receipt of an invoice, the City shall pay the Contractor for the Work. If the City fails to timely pay invoices from Contractor (with the exception of amounts disputed in good faith), Contractor may restrict the City's access to BondEdge after giving the City at least thirty (30) days written notice, unless the City either pays the amounts due or reaches a written mutual resolution of the matter with Contractor during the notice period.

2.5 Purchase Orders

Purchase orders shall be issued referencing this Contract number. Purchase order(s) shall define and authorize the Work by the Contractor based on the prices contained in this Contract. The purchase orders issued by the City may reflect agreed to modification(s) of Contract terms, funding or other matters subject to subsection 1.2, Contract Amendment.

2.6 Pricing

Prices for the initial term shall be as stated in Attachment A, Software License Agreement. After the first twelve (12) months that the Work is provided under this Contract, all fees are subject to change by Contractor; provided: (i) Contractor gives thirty (30) days prior written notice, and (ii) the County may terminate that portion of the Work that is materially adversely affected by the change by written notice received by Contractor at least two (2) weeks prior to the effective date of such change. Notwithstanding any other provision of this Contract, Contractor reserves the right to pass through to the County any Third Party Licensor(s) change in cost. Any price adjustments shall be addressed in accordance with paragraph 1.2.

2.7 Training

Contractor agrees to provide the City, at no charge, in connection with the BondEdge implementation process with one day of on-site training. Additional training sessions requested by the City may be subject to additional fees to be mutually agreed between the parties.

2.8 Warranty Provisions

- A. Contractor represents and warrants that it will use commercially reasonable virus scanning software designed to ensure that any BondEdge computer programs or data files provided to the City do not contain any Virus, disabling code or other intentional programming defects. Prohibited intentional programming defects include, but are not limited to, features such as "backdoor shutdown mechanisms", "time bombs", "automatic unauthorized connection to outside systems", programming that responds to or Provides information to outside systems' "pinging", and features that can "retire", "shut down", "cripple" or "stop" the Software. Licensee acknowledges that the BondEdge key, only to the extent that it enables use of the BondEdge application, shall not be considered a Virus or a disabling code or other intentional programming defect.
- B. Contractor represents and warrants that BondEdge shall perform in substantial accordance with the user documentation that is associated with BondEdge.
- C. Contractor warrants that to its knowledge, as of the Date of this Contract, Contractor has full power and authority to license the Software to the City.
- D. Except as provided in this Section 2.8, Contractor and its Affiliates as well as the Third Party Licensor(s) and their respective Affiliates and third party licensors make no representation or warranty whatsoever with respect to the accuracy, adequacy, timeliness or completeness of the information provided as part of this License or for any delays, interruptions or omissions therein. The user is exclusively responsible for utilizing proper review and control measures, especially with respect to output, in order to detect any potential problems from the use of BondEdge and to avoid the occurrence of harm. The License is provided WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, AND PARTICULARLY WITHOUT THE WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. It is subject to the condition, and with the understanding, that neither Contractor nor its Affiliates, nor the Third Party Licensor(s) nor their Affiliates, licensors, and/or suppliers are liable to any person or entity, whether a user of BondEdge or not, for any results achieved or experienced from use of BondEdge, or for any damages or financial harm whatsoever that is suffered or incurred by any person or entity as a result of, or related to, the use of BondEdge. Except in the event of Contractor's gross negligence or willful misconduct, Contractor and its Affiliates as well as the Third Party Licensor(s) and their respective Affiliates, licensors, and suppliers shall have no liability to Licensee, or a third party for delays, interruptions, errors, omissions, or malfunctions in BondEdge, other than the obligation of Vendor to endeavor, upon receipt of notice from Licensee, to correct a malfunction, error, or omission in BondEdge. THE CITY ACKNOWLEDGES AND AGREES THAT BONDEDGE IS NOT INTENDED TO SUPPLY INVESTMENT, FINANCIAL, TAX OR LEGAL ADVICE. NEITHER CONTRACTOR NOR ITS AFFILIATES NOR THE THIRD PARTY LICENSOR(S) NOR THEIR AFFILIATES, LICENSORS, AND/OR SUPPLIERS OFFER ANY ADVICE REGARDING THE NATURE, POTENTIAL VALUE, OR SUITABILITY OF ANY PARTICULAR SECURITY, TRANSACTION, INVESTMENT OR INVESTMENT STRATEGY. LICENSEE ACKNOWLEDGES AND AGREES THAT THE USE OF BONDEDGE, AND ANY DECISIONS MADE IN RELIANCE UPON BONDEDGE, ARE MADE AT THE CITY'S OWN RISK.

2.9 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent Contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit, which would accrue, to an employee.

2.10 Non-Disclosure of Data

Each party shall preserve the Confidential Information of or pertaining to the other party and will not disclose any Confidential Information to any third party of the other party, except if required by law, regulation or judicial order, provided that, if permitted by applicable law, the party disclosing Confidential Information under such circumstances shall give the other party reasonable notice and a reasonable opportunity as described in paragraph 2.11 of this Contract to protect its interests in the Confidential Information prior to making such disclosure. Contractor considers to be "Confidential Information" the BondEdge proprietary libraries, computer programs and software furnished to the City by Contractor as part of BondEdge and by a party from the other party under or in connection with this Contract including the terms and conditions contained herein and therein, and Contractor will mark such Confidential Information confidential or proprietary as described in paragraph 2.11 of this Contract. Neither party shall be liable for the disclosure of any Confidential Information that: (i) is in the public domain at the time of disclosure; (ii) was in the possession of or demonstrably known by a party prior to its receipt from the other; (iii) is independently developed by a party without use of any Confidential Information provided by the other; or (iv) becomes known to a party from a source other than the other party without breach of the first party's obligations under this Contract. The City agrees that Contractor's disclosure to Third Party Licensors of (x) the existence of this Agreement and/or (y) the terms and conditions governing the availability of data to the City shall not constitute a breach of the confidentiality provisions of this Contract to the extent such disclosures are made by Contractor to satisfy Contractor's obligations under its agreements with such Third Party Licensors.

2.11 Public Record Requests

Any information contained in this Contract is a public record subject to disclosure unless a specific exemption in the California Public Records Act (CPRA) applies.

If a Contractor clearly marks any information contained within this Contract as confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the responsibility of the Contractor to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA, should the City choose to withhold such information.

General references to sections of the CPRA will not suffice. Rather, the Contractor must provide a specific and detailed legal basis, including applicable case law that clearly establishes the requested information is exempt from the disclosure requirements of the CPRA.

If the Contractor does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information

as required by the CPRA and the Contractor will hold the City harmless for release of this information.

It will be the Contractor's obligation to defend, at Contractor's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the Contractor's request.

Nothing in this Contract creates any obligation for the City to notify the Contractor or obtain the Contractor's approval or consent before releasing information subject to disclosure under the CPRA.

Contractor represents that the BondEdge software is not a public record under the CPRA, and is proprietary software exempt from disclosure under the CPRA. City shall protect the confidentiality of this software to the extent permitted by law and consistent with this section 2.11.

2.12 Changed Requirements

New federal, state and City laws, regulations, ordinances, policies and administrative practices may be established after the Contract Effective Date is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees, to the extent such changes are pursuant to any new federal, state and City laws, regulations, ordinances, and policies that specifically promulgate that such changes should apply to contracts already in place, to consider all changed requirements that apply to this Contract. Changed requirements shall be implemented through subsection 1.2, Contract Amendment. In the event that Contractor notifies the City that it will not comply with any such new federal, state and City laws, regulations, ordinances, and policies, the City reserves its right to terminate this Contract.

2.13 Software License

Subject to the terms and conditions set forth in this Contract and the Software License Agreement, Attachment A, including payment of the license fees by City to Contractor, Contractor hereby grants to City a, non-exclusive, non-transferable license to use the Software and any Documentation and training materials. Contractor and City will further restrict disclosure of Confidential Information, as defined in section 2.10, to personnel to whom the party determines disclosure is reasonably necessary to carry out such party's obligations under this Contract.

2.14 Disaster Recovery

In the event a disaster is declared at any City site(s), Contractor will allow the City the right to use the Software in accordance with the Software License Agreement, Attachment A, at the recovery site identified by the City, at no additional cost to the City for the Services or maintenance thereof.

2.15 Authorized Users

Only employees, agents, and contractors who need to use the Software in the performance of their duties for the City and who are authorized and enabled by the City may access and utilize the Software. Notwithstanding the provisions of this Contract, the License to use BondEdge shall permit the City to provide access to BondEdge to an agent or a contractor performing functions of an employee at the City's offices so long as the City shall ensure that (i) such contractors or agents comply with the terms and conditions of this Contract; and (ii) the contractors or agents

do not use the BondEdge Data for any purposes other than for the benefit of and on behalf of the City in accordance with the License set forth in this Contract. If the contractor and/or agent engages in conduct that would violate the terms of this Contract, (i) Contractor shall notify the City in writing that an agent or contractor is, in Contractor's reasonable judgment, using BondEdge in violation of this Contract and (ii) the City shall (x) cause the agent and/or contractor to discontinue such conduct, and (y) be liable for all damages in connection with such conduct. Moreover, Contractor shall be entitled to bring against the City, subject to the terms and conditions of the Contract, any claim based on conduct by agent and/or contractor that would violate the terms of the Contract as if the City had engaged in such conduct.

2.16 Enhancements and Upgrades

Contractor may from time to time develop updates, patches, and/or enhancements to the Software within the version purchased by the City ("Updates"). Contractor will supply the City with any such Updates as they become available, at no additional cost to the City. All Updates Provided to the City under this Contract shall become part of the Software and shall be subject to the License Agreement.

SECTION 3 INSURANCE REQUIREMENTS

3.1 Insurance

[Intentionally deleted.]

3.2 Insurance Requirements

[Intentionally deleted.]

ATTACHMENT A
SOFTWARE LICENSE AGREEMENT

1. Entire Agreement.

This Software License Agreement, as an Attachment to the Bondedge Next Generation Contract (Contract) and all documents referenced herein, constitutes the entire agreement between Licensor and the City with respect to Software licensed to the City and supersedes all proposals, oral and written, between the parties on this subject.

2. License.

- 2.1 Contractor hereby grants the City a nonexclusive, nontransferable limited license to use the BondEdge system of computer programs, software, databases and other information, as well as consulting and technical assistance (hereinafter "Software") as described in Attachment B, Price Schedule, including related Documentation. This Contract conveys to the City only a limited right of use, fully revocable in accordance with the provisions of this Contract. The City agrees that, except for such right of use, it shall not receive any right, title, or interest in or to BondEdge or any patent, copyright, trade secret, trademark or other intellectual property rights therein, by implication or otherwise.
- 2.2 The City is hereby authorized to use BondEdge on one or more computers in accordance with the terms set forth herein and in the Contract and Addendums attached hereto. Other than as expressly provided for herein, the City shall not (i) modify, merge, translate, decompile, disassemble or otherwise reverse engineer the software and computer programs of BondEdge, (ii) access BondEdge databases or (iii) copy the software or computer programs of BondEdge. The City acknowledges that it may be required under the terms of certain agreements between Contractor or its Affiliates and its or their Third Party Licensor to enter into a direct agreement with such Third Party Licensor for the receipt its information.
- 2.3 The City agrees to use BondEdge solely for its internal use and benefit in support of its investment management activities, and not for resale or other transfer or disposition, or use by or for the benefit of any other person or organization, except as expressly authorized under specific agreements between the City and Vendor. The City may include, in reports provided to its clients, selected information based upon the information and data contained in BondEdge or any portion thereof, (the "Data"). Such reports may be distributed via hard copy, or electronically; provided, however, that such redistribution is (i) in the ordinary course of the City's business; (ii) such data is not provided to the City's clients with the intent of supplanting or preempting such client's use of data or services provided by the Contractor; (iii) the City's client has executed a Data Agreement, Attachment G, with the City; and (iv) such redistribution is for human cognition only and not for manipulation in machine readable form ("Approved Redistribution"). In the event that Contractor notifies the City in writing that a client is, in Contractor's reasonable judgment, using the Data in violation of this Agreement then, notwithstanding any provision herein to the contrary, the City shall cause the City's client to cure the violation or cease making the Data available to such City's client, within thirty (30) days of the City receipt of Contractor's notice. Other than Approved Redistribution, or any redistribution expressly authorized by specific agreements between the City and Contractor, no redistribution of BondEdge and/or the Data is permitted. In no event may the City redistribute the data or use BondEdge as a substitute for any Interactive Data Corporation pricing or data service. The City shall not use the information provided via BondEdge for any

unlawful or unauthorized purpose. "Data Agreement" shall mean a written agreement between the City and a City client which, among other things, (i) restricts the use of the Data in a manner that is consistent with this Contract; (ii) includes limitations of liability and disclaimers of warranty not materially less favorable to the City, Contractor or Contractor's third party suppliers than the provisions set forth on Attachment G hereto.

- 2.4 The City may utilize the Object Code version of the Software on equipment owned or leased by the City.
- 2.5 The City may use and copy Documentation pertaining to the Software as supplied by Licensor as required to exercise the license granted herein.
- 2.6 The City shall be permitted to make back up copies of the Software and Documentation in accord with the back up procedures followed by the City. The City may copy, reproduce, modify, adapt, or translate the Documentation, as it deems necessary provided that such copies are used in accord with the License granted herein and any such copies of the Documentation are utilized solely by City.

3. Delivery and Installation; Modification of Software and Source Code.

Contractor shall deliver the Software at the time, place, and order of delivery as mutually agreed by the parties. The parties intend the Installation Date to be as soon as practicable. Necessary support services, including on-site training, in connection with the installation of BondEdge will be provided by Contractor at no additional charge. Vendor may from time to time develop updates, patches, and/or enhancements to the Software within the version purchased by the City ("Updates"). Vendor will supply the City with any such Updates as they become available, at no additional cost to the City. All Updates delivered to the City under this Agreement shall become part of the Software and shall be subject to this Agreement.

4. Payment.

In consideration of the License granted to the City by this Agreement, the City shall pay to Licensor a monthly fee of \$7,032 and a one-time implementation fee of \$3,500 as more particularly described in Attachment B, Price Schedule, of the Contract.

5. Term.

The term provision of the Contract shall be applicable to this Software License Agreement.

6. Termination.

The termination provisions of the Contract shall be applicable to the termination of this Software License Agreement.

7. Warranties.

The Warranty provisions of the Contract shall be applicable to this Software License Agreement.

8. Indemnification, Hold Harmless, Defense and Limitation of Liability

The indemnification, hold harmless, defense, and limitation of liability provisions of the Contract shall be applicable to this Software License Agreement.

9. Miscellaneous.

- 9.1 The terms and conditions of the Contract shall have precedence and control over any term and condition of this Software License Agreement, which may be in conflict with the Contract. To the extent that this Software License Agreement is silent with respect to terms and conditions in the Contract or uses capitalized terms not defined herein, the terms, conditions, and definitions in the Contract shall control.
- 9.2 Severability. Any invalidity, in whole or in part, of any provision of this Software License Agreement shall not affect the validity of any other of its provisions.
- 9.3 Contractor and City will further restrict disclosure of Confidential Information, as defined in section 2.10 of the Contract, to personnel to whom the party determines disclosure is reasonably necessary to carry out such party's obligations under the Contract.

IN WITNESS WHEREOF, the parties have caused this Software License Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Software License Agreement duly authorized by all necessary and appropriate corporate action to execute this Software License Agreement.

INTERACTIVE DATA FIXED INCOME
ANALYTICS

CITY OF SAN DIEGO

By: Keith Webster

Aldred Pepper Jr 6/30/11
By: Mari E. Stamenic

Title: Keith Webster, Managing Director

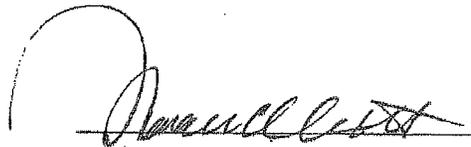
Title: CITY TREASURER

Date: 06/20/2011

Date: 6/28/11

I HEREBY APPROVE the form and legality of the foregoing Agreement this

27th Day of June, 2011.



Mara W. Elliott,
Deputy City Attorney

**ATTACHMENT B
PRICE SCHEDULE**

CONFIDENTIAL- SEE SECTION 2.11 OF CONTRACT BEFORE RELEASE

Product	Description	Monthly Fee	Services Selected
Core System	BondEdge Portfolio Analytics; includes 2 Authorized Users	\$ 5,515	<u> X </u>
Option 1 Modules	Automated Batch Reporting	\$ 830	<u> </u>
	Compliance	\$ 830	<u> X </u>
	Total Return Optimizer ⁽⁵⁾	\$ 830	<u> X </u>
<i>Sub-Total (Core & Option 1 Modules)</i>		\$ 7,175	
Option 2 Modules	(\$1,655 first selection; \$1,105 each additional selection)		
	Benchmarks ⁽¹⁾	\$ 1,655	<u> X </u>
	Cash Flow Testing/Reg 126		<u> </u>
	Global Bond Database & Reports		<u> </u>
	Performance Attribution (PART): Factor-based & Returns-based ⁽¹⁾	\$ 1,105	<u> X </u>
Liability-Driven Investing (LDI) ⁽⁵⁾		<u> </u>	
<i>Sub-Total (Option 2 Modules)</i>		\$ 2,760	
Add'l Authorized Users at installation site ⁽⁹⁾	Each Additional Authorized User 3-10	\$ 1,105	<u> </u>
	Per Authorized User after 10	\$ 550	<u> </u>
			<u> </u>
<i>Sub-Total (Additional Screens)</i>			
Municipal Data & Evaluated Pricing	via Interactive Data Pricing and Reference Data, Inc.	Variable Fees	<u> </u>
Library Fee	Access to Core System, Option 1, and Option 2; includes 3 Authorized Users ⁽¹⁾⁽⁵⁾	\$ 13,780	<u> </u>

**ATTACHMENT B (CONT'D.)
PRICE SCHEDULE**

CONFIDENTIAL- SEE SECTION 2.11 OF CONTRACT BEFORE RELEASE

RMS Credit Grades	North American Credit Grades, Portfolio, & Benchmark Credit Risk ⁽⁶⁾	\$ 2,500	_____
	Global Credit Grades, Portfolio, & Benchmark Credit Risk ⁽⁶⁾	\$ 4,000	_____
Barclays Capital Indices	U.S. indices only ⁽⁷⁾	\$ 2,083	_____
	All global indices ⁽⁷⁾	\$ 2,500	_____
	Municipal indices; ⁽⁸⁾ Fixed Income Analytics Processing Fee	\$ 417	_____
Citigroup Indices	Citigroup Indices access ⁽²⁾	\$ 500	_____
Milliman MG-ALFA® Interface	Seamless integration of BondEdge cash flows for MBS, CMO, CMBS, & ABS asset types ⁽³⁾	Variable Fees	_____
GGY AXIS Interface	Seamless integration of BondEdge cash flows for MBS, CMO, CMBS, & ABS asset types ⁽⁴⁾	Variable Fees	_____
DataSynapse	Grid Enabled Cash Flow Testing	Variable Fees	_____
S&P Kenny	Municipal Data & Pricing (requires S&P permission)	Variable Fees	_____
	STANDARD MONTHLY FEES	\$ 9,935	
	Standard One-Time Implementation Fee	\$ 9,935	
	Initial Period Discount	\$ - 2,903	
	DISCOUNTED MONTHLY FEES	\$ 7,032	
	Discounted One-Time Implementation Fee	\$ 3,500	

- (1) Access to Barclays Capital summary data requires Barclays Capital Addendum to BondEdge contract.
- (2) Requires Citigroup Index Data Addendum to BondEdge contract & subscription to Benchmarks.
- (3) May require signed addendum & additional fee payable to Milliman, Inc.; Licensee & Milliman work out contract details.
- (4) May require signed addendum & additional fee payable to GGY; Licensee & GGY work out contract details.
- (5) Requires Optimization Module Addendum.
- (6) Requires RMS Addendum to BondEdge contract.
- (7) Requires Barclays Capital authorization before subscribing & subscription to Benchmarks; Barclays Capital Addendum not needed.
- (8) For Barclays Capital Municipal Indices, Barclays Capital handles contract & fees; requires subscription to Benchmarks; Barclays Capital Addendum not needed.
- (9) Adding users at additional sites are subject to separate licenses and fees.



ATTACHMENT C

BARCLAYS CAPITAL INDEX DATA ADDENDUM

This Addendum, effective 06/27, 2011, is incorporated into and serves to modify the terms of that BondEdge System License Terms and Conditions between Interactive Data Corporation acting by and through its Interactive Data Fixed Income Analytics division ("Vendor") and Office of the City Treasurer, City of San Diego with an effective date of 06/27, 2011 ("the Agreement"), as follows:

Add the following provision to the Agreement:

Licensee's use of index data provided by Barclays Capital and distributed through BondEdge is subject to the following terms and conditions, in addition to and with precedence over any other applicable provisions of this Agreement:

Licensee acknowledges that all proprietary rights in the Indices that are owned by Barclays Capital shall remain the property of Barclays Capital and Licensee shall have no right or interest in such Indices except the rights to use such Indices upon the terms and conditions of this Agreement. Licensee acknowledges that the Indices as compiled, prepared, selected and arranged by Barclays Capital constitute an expenditure of substantial time, effort and money by Barclays Capital and constitute valuable commercial property and/or trade secrets of Barclays Capital. Licensee agrees that it will not remove any copyright notice or other notification or trade name or marks of Barclays Capital that may appear in the Indices and that any reproduction and/or distribution of the Indices shall contain such notices and/or marks as they appear in the Indices. Except as set forth in this Agreement, Licensee may not use the Barclays Capital name or trademarks without the prior written consent of Barclays Capital.

Licensee agrees that it shall not construct or facilitate the construction of products, which compete with the Indices.

Licensee shall comply with all applicable laws and regulations relating to use of the Indices during the term of this Agreement.

LICENSEE ACKNOWLEDGES AND AGREES THAT THE INDICES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. UNDER NO CIRCUMSTANCES SHOULD THE DATA BE USED OR CONSIDERED AS AN OFFER TO SELL OR A SOLICITATION OF ANY OFFER TO BUY THE SECURITIES OR OTHER INSTRUMENTS MENTIONED IN IT. THE DATA HAS BEEN OBTAINED FROM VARIOUS SOURCES, AND BARCLAYS CAPITAL DOES NOT REPRESENT THAT IT IS ACCURATE OR COMPLETE AND IT SHOULD NOT BE RELIED UPON AS SUCH. OPINIONS EXPRESSED IN THE INDICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. THE PRODUCTS MENTIONED IN THE DATA MAY NOT BE ELIGIBLE FOR SALE IN SOME STATES OR COUNTRIES, NOR SUITABLE FOR ALL TYPES OF INVESTORS; THEIR VALUE AND THE INCOME THEY PRODUCE MAY FLUCTUATE AND/OR BE ADVERSELY AFFECTED BY EXCHANGE RATES. LICENSEE FURTHER ACKNOWLEDGES THAT BARCLAYS CAPITAL IS NOT ACTING IN A FIDUCIARY CAPACITY WITH RESPECT TO LICENSEE AND THAT BARCLAYS CAPITAL IS NOT ASSUMING ANY DUTIES OR OBLIGATIONS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN.

BARCLAYS CAPITAL MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE DATA OR THE INDICES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE WITH RESPECT TO THE INDICES, OR THE INVESTMENT RESULTS TO BE OBTAINED BY ANY FUND USING THE BARCLAYS CAPITAL INDICES AS A BENCHMARK OR FROM THE USE OF THE BARCLAYS CAPITAL INDICES OR THE DATA. THE INDICES ARE PROVIDED "AS IS" AND LICENSEE EXPRESSLY AGREES THAT USE OF THE INDICES IS AT LICENSEE'S SOLE RISK. BARCLAYS CAPITAL DOES NOT WARRANT THAT THE INDICES

WILL BE UNINTERRUPTED, NOT DELAYED, OR ERROR FREE, NOR DOES IT MAKE ANY WARRANTIES AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE INDICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BARCLAYS CAPITAL EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY INACCURACIES OR INCONSISTENCIES IN THE DATA.

All other terms and conditions of the Agreement remain in full force and effect.

Agreed and accepted by:

Interactive Data Corporation acting by
and through its Interactive Data Fixed Income
Analytics Division Company

City of San Diego
Purchasing & Contracting Department

Keith Webster
Signature

Hildred Pepper Jr
Signature

Keith Webster
Name (please print)

Hildred Pepper Jr
Name (please print)

Managing Director
Title

Director
Title

06/20/2011
Date

6/30/11
Date

I HEREBY APPROVE the form and legality of the foregoing Agreement this

27th Day of June, 2011.

Mara W. Elliott

Mara W. Elliott,
Deputy City Attorney



ATTACHMENT D
INTERACTIVE DATA PRICING AND REFERENCE DATA, INC. ADDENDUM

This Addendum, effective 06/27, 2011, is incorporated into and serves to modify the terms of that BondEdge Next Generation Contract between Interactive Data Corporation acting by and through its Interactive Data Fixed Income Analytics division ("Vendor") and Office of the City Treasurer, City of San Diego ("Licensee") dated 06/27, 2011 ("the Agreement"), as follows:

Licensee's use of data provided by Vendor's affiliate, Interactive Data Pricing and Reference Data, Inc. and distributed through BondEdge is subject to the following terms and conditions, in addition to and with precedence over any other applicable provisions of this Agreement:

1. In the event that Licensee at any time receives Data from Interactive Data Pricing and Reference Data containing evaluations, rather than market quotations, for certain securities or certain other data related to such securities, the following provisions will apply: (i) evaluated securities are typically complicated financial instruments. There are many methodologies (including computer-based analytical modeling and individual security evaluations) available to generate approximations of the market value of such securities, and there is significant professional disagreement about which is best. No evaluation method, including those used by Interactive Data Pricing and Reference Data, may consistently generate approximations that correspond to actual "traded" prices of the instruments; (ii) Interactive Data Pricing and Reference Data's methodologies used to provide the pricing portion of certain Data may rely on evaluations; however, Licensee acknowledges that there may be errors or defects in Interactive Data Pricing and Reference Data's software, databases, or methodologies that may cause resultant evaluations to be inappropriate for use in certain applications; and (iii) Licensee assumes all responsibility for edit checking, external verification of evaluations, and ultimately the appropriateness of use of evaluations and other pricing data provided via BondEdge by Licensee, regardless of any efforts made by Interactive Data Pricing and Reference Data in this respect. Licensee shall indemnify and hold Interactive Data Pricing and Reference Data completely harmless in the event that errors, defects, or inappropriate evaluations are made available via BondEdge or the Data.
2. Licensee acknowledges that the data provided by Interactive Data Pricing and Reference Data is intended for use as an aid to institutional investors, registered brokers or professionals of similar sophistication in making informed judgments concerning securities.

Licensee accepts responsibility for, and acknowledges it exercises its own independent judgment in, its selection of any Interactive Data Pricing and Reference Data available via BondEdge, its selection of the use or intended use of such, and any results obtained. Nothing contained herein shall be deemed to be a waiver of any rights existing under applicable law for the protection of investors.

3. Interactive Data Pricing and Reference Data is a registered investment adviser. Pursuant to the provisions of the Investment Advisers Act of 1940, Interactive Data Pricing and Reference Data offers to supply Licensee with Part II of Interactive Data Pricing and Reference Data's Securities and Exchange Commission Form ADV upon written request of Customer to:

Interactive Data Pricing and Reference Data, Inc.
Attn: Compliance Department
498 Seventh Avenue, 19th Floor
New York, NY 10018

All other terms and conditions of the Agreement remain in full force and effect.

Agreed and accepted by:

Interactive Data Corporation acting by
and through its Interactive Data Fixed Income
Analytics Division Company

Keith Webster
Signature

Keith Webster
Name (please print)

Managing Director
Title

06/20/2011
Date

City of San Diego
Purchasing & Contracting Department

Hildred Pepper Jr
Signature

Hildred Pepper Jr
Name (please print)

Director
Title

6/30/11
Date

I HEREBY APPROVE the form and legality of the foregoing Agreement this

27th Day of June, 2011.

Mara W. Elliott

Mara W. Elliott,
Deputy City Attorney



ATTACHMENT E

INTERACTIVE DATA FIXED INCOME ANALYTICS
BILLING INFORMATION

Method of Payment:

A. Direct Bill

B. Soft-Dollar (ask Vendor rep for soft-dollar addendum)

Company Name: City of San Diego

Company Address: 1200 Third Avenue, Suite 1624, San Diego, CA 92101

Contact Name: Investment Officer

Contact Phone No.: 619-533-6313

C. Tax-Exempt

Check here if tax-exempt.

____ Initial here

Signature: Hildred Pepper Jr
Name (Print): Hildred Pepper Jr
Company: The City of San Diego
Date: 6/30/11



ATTACHMENT F

OPTIMIZATION MODULE ADDENDUM

The BondEdge® Contract between Interactive Data Corporation, acting by and through its Interactive Data Fixed Income Analytics division ("Vendor") and Licensee is amended as follows:

Vendor has installed within BondEdge's Optimization Module ("the Module") certain software functions ("the Functions") provided by Sunset Software Technology ("Sunset") for solving linear and mixed integer linear programming models.

Licensee wishes to use the Module, and thereby the Functions, from time to time. Such use shall be solely at the risk of Licensee, who is exclusively responsible for results obtained.

Licensee acknowledges that, except as represented in its response to the Request for Proposals, Vendor AND SUNSET MAKE NO WARRANTIES WITH RESPECT TO THE MODULE OR THE FUNCTIONS, EXPRESS OR IMPLIED, EXCEPT OF TITLE, AND SPECIFICALLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. IN NO EVENT SHALL Vendor OR SUNSET BE LIABLE TO LICENSEE OR ANY PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ATTRIBUTABLE TO ERRORS, OMISSIONS OR MALFUNCTIONS WITH RESPECT TO THE MODULE OR FUNCTIONS, IRRESPECTIVE OF THE CAUSE OF ACTION OR THEORY UPON WHICH LIABILITY FOR SUCH DAMAGES MIGHT BE ALLEGED.

All other terms and conditions of the BondEdge® Contract remain in force.

Agreed and accepted by:

Interactive Data Corporation acting by
and through its Interactive Data Fixed Income
Analytics Division Company

Keith Webster
Signature

Keith Webster
Name (please print)

Managing Director
Title

06/20/2011
Date

City of San Diego
Purchasing & Contracting Department

Hildred Pepper Jr
Signature

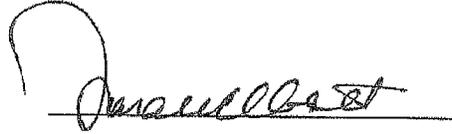
Hildred Pepper Jr
Name (please print)

Director
Title

6/20/11
Date

I HEREBY APPROVE the form and legality of the foregoing Agreement this

27th Day of June, 2011.

A handwritten signature in cursive script, appearing to read "Mara W. Elliott", is written over a horizontal line.

Mara W. Elliott,
Deputy City Attorney

ATTACHMENT G

NO WARRANTY AND LIMITATION ON LIABILITY PROVISIONS REQUIRED BY CONTRACTOR FOR
INCLUSION IN EACH DATA AGREEMENT

No Warranties

INTERACTIVE DATA FIXED INCOME ANALYTICS AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS OR ANY OTHER MATTER.

Limitation on Liability

- (a) Interactive Data Fixed Income Analytics and its suppliers shall have no liability to [customer of the County], or a third party, for errors, omissions or malfunctions in the Services, other than the obligation of Interactive Data Fixed Income Analytics to endeavor, upon receipt of notice from [customer of the County], to correct a malfunction, error, or omission in any Services.
- (b) Interactive Data Fixed Income Analytics shall not be liable for (i) any special, indirect or consequential damages (even if advised of the possibility of such), or (ii) any delay by reason of circumstances beyond its control, including acts of civil or military authority, national emergencies, labor difficulties, fire, mechanical breakdown, flood or catastrophe, acts of God, insurrection, war, riots, or failure beyond its control of transportation or power supply.

ATTACHMENT H

CITY OF SAN DIEGO MANDATORY PROVISIONS

1. Council Policy 100-04: The parties do not anticipate the provision of services to the City through the use of a subcontractor, but to the extent Contractor uses the services of a subcontractor in connection with the provision of services to the City, Contractor agrees to comply with Council Policy 100-04, which establishes that all City contractors, including but not limited to construction contractors, consultants, grantees, and providers of goods and services agree to comply with all applicable titles of the Americans with Disabilities Act. Council Policy 100-04, is by this reference incorporated into this Contract.
2. Council Policy 100-17: If applicable, Contractor agrees to comply with Council Policy 100-17 that requires all City construction contractors, consultants, grantees and providers of services to provide a drug-free workplace for the performance of work done in connection with a contract held by the City. Council Policy 100-17 is by this reference incorporated into this Contract.
3. Compliance with the Equal Employment Opportunity Outreach Program: Consistent with San Diego Municipal Code (SDMC) sections 22.2701 through 22.2708, Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. The parties do not anticipate the provision of services to the City through the use of a subcontractor for this Contract, but to the extent Contractor uses the services of a subcontractor in connection with the provision of services to the City, Contractor shall ensure that its subcontractors comply with the City's Equal Employment Opportunity Outreach Program requirements. Nothing in this Section shall be interpreted to hold Contractor liable for any discriminatory practice of its subcontractors.
4. Non-Discrimination Clause: Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. The parties do not anticipate the provision of services to the City through the use of a subcontractor for this Contract, but to the extent Contractor uses the services of a subcontractor in connection with the provision of services to the City, Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. Contracts between the Contractor and any subcontractors, vendors, and suppliers shall contain this language.
5. Compliance Investigations: The parties do not anticipate the provision of services to the City through the use of a subcontractor for this Contract, but to the extent Contractor uses the services of a subcontractor in connection with the provision of services to the City, Contractor agrees to provide to the City, upon the City's request, and within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance as described in SDMC sections 22.3501 through 22.3517. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of said Nondiscrimination in Contracting Ordinance.

6. Equal Benefits Ordinance: Consistent with SDMC sections 22.4301 through 22.4308, Contractor agrees to offer the same employment benefits to employees with spouses and employees with domestic partners.
7. Business Tax License: Any company doing business with the City of San Diego is required to comply with Section 31.0301 of the San Diego Municipal Code regarding Business Tax. For more information please visit the City of San Diego website at www.sandiego.gov/treasurer/ or call (619) 615-1500. The City requires that the Contractor attach a copy of their Business Tax License or a copy of their application receipt with the Contract prior to execution. Failure to provide the required documents may result in the Contractor being declared as non-responsive and the contract terminated.

Amendment No. 1
to
BondEdge Next Generation Contract
City of San Diego BondEdge Software System, Contract No. 460000763
Between BondEdge Solutions LLC (f/k/a Interactive Data Corporation, acting by and through its Interactive
Data Fixed Income Analytics Division)
and
City of San Diego

The BondEdge Next Generation Contract dated June 27, 2011 between BondEdge Solutions LLC (f/k/a Interactive Data Corporation, acting by and through its Interactive Data Fixed Income Analytics division; hereinafter "Contractor"), having a place of business at 2901 28th Street, Suite 300, Santa Monica, CA 90405, and City of San Diego (hereinafter "City"), having a place of business at 1200 Third Avenue, San Diego, CA 92101, (the "Contract"), is hereby amended as set forth below as of this ~~30th~~ day of ~~Nov~~, 2015, (the "Amendment Effective Date"). Capitalized terms used in this Amendment and not otherwise defined in this Amendment shall have the meaning ascribed to them in the Contract. AKS

Recitals

WHEREAS, the City and Interactive Data Corporation ("IDCO") are the original parties to the Contract; and

WHEREAS, as set forth in the Contribution Agreement between IDCO and BondEdge Solutions LLC ("BondEdge"), on January 1, 2013, BondEdge was formed as wholly owned subsidiary of Interactive and was assigned and assumed the assets and liabilities of IDCO's BondEdge Solutions division; and

WHEREAS, the Letter dated October 30, 2015 entitled "Affiliate Assignment-BondEdge Solutions LLC" specified that the assignment and assumption of the BondEdge Solutions division from IDCO to BondEdge included the transfer, assignment, and assumption of all service agreements, licenses, and contracts by and between IDCO acting by and through its BondEdge Solutions division and any licensee, customer, or client, for the provision of any BondEdge® branded software, products or services, which includes the Contract; and

WHEREAS, the City and Contractor wish to amend the Contract as the City would like an additional Admin Key which is needed to access the BondEdge software system and the City no longer needs the Total Return Optimizer module;

NOW, THEREFORE, the City and Contractor agree as follows:

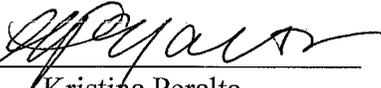
1. As of the Amendment Effective Date, **Attachment B** (the BondEdge Price Schedule) of the Contract is amended by adding one (1) Admin Key at no additional charge to Licensee's BondEdge subscription.
2. Effective as of July 1, 2015, **Attachment B** is amended by removing the Total Return Optimizer module from Licensee's BondEdge subscription.
3. As a result #2 above, effective as of July 1, 2015, the total monthly fees under **Attachment B** of the Contract will be reduced by \$830 per month, representing the cost of the Total Return Optimizer module.

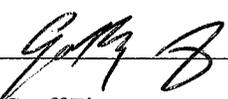
4. Except as amended as set forth above, the Contract is in all other respects hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment by their authorized representatives, incorporating this Amendment into the Contract as of the Amendment Effective Date.

City of San Diego

BondEdge Solutions LLC

By: 
Kristina Peralta
Director
Purchasing & Contracting

By: 
Name: Geoff Fite
Title: President

Date: 25 Nov. 2015

Date: 11/17/15

APPROVED AS TO FORM:

By: 
Name: Kenneth So
Title: Deputy City Attorney
Date: 11/30/15

Amendment No. 2
To The
BondEdge® Next Generation Contract
City Of San Diego BondEdge Software System, Contract No. 460000763
Between
BondEdge Solutions Llc (F/K/A Interactive Data Corporation, acting by and through its
Interactive Data Fixed Income Analytics Division)
and
City Of San Diego

The BondEdge Next generation Contract dated June 27, 2011 between BondEdge Solutions LLC (f/ka Interactive Data Corporation (“IDCO”), acting by and through its Interactive Data Fixed Income Analytics division); hereinafter “Contractor” or “BondEdge”), having a place of business at 2901 28th Street, Suite 300, Santa Monica, CA 90405, and City of San Diego (hereinafter “City”), having a place of business at 1200 Third Avenue, San Diego, CA 92101, (the “Contract”), is hereby further amended as set forth below as of this 5th day of August, 2016, (the “Amendment Effective Date”). Capitalized terms used in this Amendment and not otherwise defined in this Amendment shall have the meaning ascribed to them in the Contract.

RECITALS

WHEREAS, on June 27, 2011, the City and IDCO entered into the Contract to provide a license to use the BondEdge system of computer programs, software, databases and other information, as well as consulting and technical assistance and related support services and Updates of the BondEdge system as described in the Contract; and

WHEREAS, the Contract was a cooperative procurement agreement based on IDCO’s submittal of a proposal in response to a Request for Proposal (RFP) No. 1085-09 VZN issued by King County in Seattle, Washington on April 16, 2009, that was deemed by the City to comply with the City’s competitive procurement requirements; and

WHEREAS, as set forth in the Contribution Agreement between IDCO and BondEdge , on January 1, 2013, BondEdge was formed as a wholly owned subsidiary of IDCO and was assigned and assumed the assets and liabilities of IDCO's BondEdge Solutions Division; and

WHEREAS, the letter dated October 30, 2015, entitled "Affiliate Assignment-BondEdge Solutions LLC" specified that the assignment and assumption of the BondEdge Solutions Division from IDCO to BondEdge included the transfer, assignment, and assumption of all services agreements, licenses, and contracts by and between IDCO acting by and through its BondEdge Solutions Division and any licensee, customer, or client, for the provision of any BondEdge branded software, products, or services, which includes the Contract; and

WHEREAS, on November 30, 2015, based on the foregoing assignment and assumption from IDCO to BondEdge, the Amendment No. 1 to the Contract was approved and made effective to specify that the Contract was to be with BondEdge as well as to amend the Contract so that City obtained an additional Admin Key, which is needed to access the City of San Diego BondEdge software system and to remove the Total Return Optimizer module from the City's BondEdge subscription which was no longer needed by City so that City would realize a corresponding cost savings from such removal; and

WHEREAS, pursuant to the First Amendment of the King County Agreement, which became effective on August 5, 2015, King County in Seattle, Washington has extended the term of its agreement with BondEdge until July 29, 2020; and

WHEREAS, the Contract involving the City and IDCO was entered into on June 27, 2011, with an effective date commencing with the City's Installation Date of August 4, 2011, for an original term of five years; and

WHEREAS, the proposed Amendment No. 2 to the Contract is required to extend the term of the Contract and provide a not-to-exceed amount for the extension term;

NOW, THEREFORE, the City and Contractor agree to amend the Contract, as follows:

1. The above referenced Recitals are true and correct and are incorporated into this Amendment No. 2 by this reference.
2. This Amendment No. 2 is an integral part of and modifies the Contract. If there are any inconsistencies between the provisions of this Amendment No. 2 and the provisions of the Contract as to the subject matter set forth herein, the provisions of this Amendment No. 2 shall govern.
3. As stated previously, Amendment Effective Date for this Amendment No. 2 will be August 5, 2016, upon the execution by the Parties and the City Attorney Office, and an Ordinance authorizing the Mayor or his designee to

execute this Amendment No. 2 has been approved by the City Council and become effective in accordance with the terms of the City Charter.

4. Section 2.2 (Contract Term) of the Contract shall be modified to add the following new language to the end of the section which will read as follows: “As of August 5, 2016 (the “Renewal Date”), the Contract shall renew for four (4) annual periods extending until July 29, 2020 (the “Renewal Term”), unless terminated by either party subject to the termination provisions at subsection 1.3, Termination. As of the Renewal Date the City’s payment obligations under the Renewal Term shall commence and each annual period under the Renewal Term shall be a “Contract Year”. In addition, the extension term of the Contract shall extend until July 29, 2020, unless terminated by either party subject to the termination provisions at subsection 1.3, Termination. Under no circumstances will the term of the Contract extend beyond this date without approval by the City Council of a new ordinance to do so in accordance with Charter section 99.
5. Replace Attachment B (Price Schedule) of the Contract with Revised Attachment B, which shall be fully incorporated herein by reference.
6. Section 2.6 (Pricing) of the Contract shall be modified to add the following new language at the end of the section which will read as follows: “Notwithstanding anything contained in the Contract, the total cost to City during the Renewal Term shall not exceed \$350,000. As of the Renewal Date, the City shall pay Contractor monthly subscription fees for the Renewal Term in accordance with the services selected by the City and applicable discount(s) as set forth in Revised Attachment B, Price Schedule.”
7. Section 1.3 (Termination) of the Contract shall be modified to add the following new language to the end of the section which will read as follows:

“E. Termination for Third Party Licensor(s) Change in Cost Exceeding Not-To-Exceed-Amount

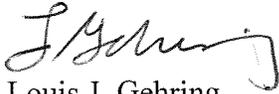
If any Third Party Licensor(s) change in cost to be passed through by Contractor under Section 2.6 during the Renewal Term will cause the total cost to City to exceed \$350,000 then Contractor may, upon thirty (30) days written notice to the City, terminate this Contract in whole or in part.”
8. Except as amended as set forth above, all of the other provisions of the Contract are unaffected and remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 2 is executed by the City of San Diego, acting by and through its Mayor or his designee, and by BondEdge Solutions LLC.

I HEREBY CERTIFY, that I can legally bind BondEdge Solutions LLC and that I have read all of this Amendment No. 2 this 18th day of April, 2016.

BONDEDGE SOLUTIONS LLC.

CITY OF SAN DIEGO


By: Louis J. Gehring

By: _____

Title: Senior Vice President

Title: _____

Date: April 18, 2016

Date: _____

APPROVED as to form of the foregoing Amendment No. 2 of the Contract on this _____ day of _____, 2016.

JAN I, GOLDSMITH, City Attorney

By: _____
Kenneth So
Deputy City Attorney

Revised Attachment B
Price Schedule

CONFIDENTIAL SEE SECTION 2.11 OF CONTRACT BEFORE RELEASE

2016-2017 Price Schedule

Product	Monthly Fee
Core BondEdge System	\$ 5,865
Benchmarks	\$ 1,655
Compliance	\$ 830
Performance Attribution (Global)	\$ 1,105
1 Admin Key	Waived
Courtesy Discount	\$ <2,673>
Discounted Fees	\$ 6,782

2017-2018 Price Schedule

Product	Monthly Fee
Core BondEdge System	\$ 5,865
Benchmarks	\$ 1,655
Compliance	\$ 830
Performance Attribution (Global)	\$ 1,105
1 Admin Key	Waived
Courtesy Discount	\$ <2,433>
Discounted Fees	\$ 7,022

2018-2019 Price Schedule

Product	Monthly Fee
Core BondEdge System	\$ 5,865
Benchmarks	\$ 1,655
Compliance	\$ 830
Performance Attribution (Global)	\$ 1,105
1 Admin Key	Waived
Courtesy Discount	\$ <2,188>
Discounted Fees	\$ 7,267

2019-2020 Price Schedule

Product	Monthly Fee
Core BondEdge System	\$ 5,865
Benchmarks	\$ 1,655
Compliance	\$ 830
Performance Attribution (Global)	\$ 1,105
1 Admin Key	Waived
Courtesy Discount	\$ <1,933>
Discounted Fees	\$ 7,522

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as non-responsive and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WOSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WOSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>YIMEI FAN</u> Address: <u>3456 MILITARY AVE</u> City: <u>LA</u> State: <u>CA</u> Zip: <u>90034</u> Phone: <u>310 664 2579</u>		<u>Software Support</u>	<u>55,000</u>			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- Certified Minority Business Enterprise
- Certified Disadvantaged Business Enterprise
- Other Business Enterprise
- Certified Small Local Business Enterprise
- Woman-Owned Small Business
- Service-Disabled Veteran Owned Small Business
- MBE
- DBE
- OBE
- SLBE
- WOSB
- SDVOSB
- Certified Woman Business Enterprise
- Certified Disabled Veteran Business Enterprise
- Certified Emerging Local Business Enterprise
- Small Disadvantaged Business
- HUBZone Business
- WBE
- DVBE
- ELBE
- SDB
- HUBZone

② As appropriate, Bidder shall indicate if Subcontractor is certified by:

- City of San Diego
- California Public Utilities Commission
- State of California's Department of General Services
- State of California
- CITY
- CPUC
- CADoGS
- CA
- State of California Department of Transportation
- San Diego Regional Minority Supplier Diversity Council
- City of Los Angeles
- U.S. Small Business Administration
- CALTRANS
- SRMSDC
- LA
- SBA

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

Form Title: LIST OF SUBCONTRACTORS
Form Number: AA35
Project Title:



City of San Diego
EQUAL OPPORTUNITY CONTRACTING (EOC)
 1200 Third Avenue • Suite 200 • San Diego, CA 92101
 Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
 CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Interactive Data Pricing and Reference Data LLC

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 32 Crosby Drive

City: Bedford County: Middlesex State: Massachusetts Zip: 01730

Telephone Number: () 781-687-8500 Fax Number: () 781-687-8005

Name of Company CEO: Jeffrey Sprecher, Chairman & CEO of Intercontinental Exchange, Inc.

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: () _____ Fax Number: () _____ Email: _____

Type of Business: _____ Type of License: _____

The Company has appointed: Registered Investment Adviser

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: _____

Telephone Number: () _____ Fax Number: () _____ Email: _____

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Interactive Data
 _____ (Firm Name)

Middlesex, MA hereby certify that information provided
 _____ (County) _____ (State)

herein is true and correct. This document was executed on this 5th day of May, 2016

[Signature]
 _____ (Authorized Signature)

Jennifer Anderson
 _____ (Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Intuitive Data DATE: 5/5/16

OFFICE(S) or BRANCH(ES): US Maritime COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian
- (4) American Indian, Eskimo
- (5) Filipino, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	4	4	4	7	13	7					11	7	1	2
Professional	7	10	12	6	2	10	1				9	2	8	2
A&E, Science, Computer	11	6	17	3	14	5	3		1		24	7	17	1
Technical	7		3		8	3	1		1		3	0		2
Sales	2	1	2		5	1			1		7	5	3	1
Administrative Support	10	8	5	7	14	8					5	0	5	2
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	41	29	47	23	20	8	7	5	0	3	0	61	22	34	10
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Grand Total All Employees 1322

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled		1	1	1		1						10	4	
----------	--	---	---	---	--	---	--	--	--	--	--	----	---	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



THE CITY OF SAN DIEGO

SUBMIT

APR 19 2016
BY:

Request for Human Resources Approval for Purchase Requisition (Contracting Out Review Request Form)

Requesting Department: Office of the City Treasurer

Vendor Name: BondEdge Solutions LLC

WBS No. or Project Title: N/A

Purchase Requisition # (if available): PO4500070398 (this is FY16 PO)

Department Contact: Mary Davis

Date of Request: 04/19/2016

Contract Amount/Estimate: \$ Not exceed \$350,000 over 4 years

Contract/Service Duration: New term will be 4 years - needs to be approved by Council

Litigation Services (if applicable): Yes or No
Deputy City Attorney Assigned/Contact: _____

P-Card Purchase (if applicable): Yes or No

*NOTE: Please provide a description of the activity/services requested and what the request to contract out work will cover.
(Please use plain language for the terms/definitions)*

Please submit request to HumanResources@saniego.gov or MS 56L

Question	Department Response
What is the contract/service for? (Please be specific as to the scope of work)	BondEdge Next Generation Contract to provide a Software License Agreement and related application support services for end-user support and maintenance of the BondEdge Software System. The software is a risk analytics solution used by the Investments Division to mitigate investment risk and to ensure compliance with regulatory mandates.
What is the location of the project/service?	The licensing of the software is used by the Investment Division on the 16th floor of CCP.
Are City employees currently performing any of the work?	No
Do City employees currently have the expertise to do this work in-house? If not, why not?	No, this is licensing and support for proprietary software.

Will any City employees be displaced as a result of this contract/service?	No
If this is a renewal of an existing contract, how long have these services been contracted out?	This is a renewal of a contract that was effective August 4, 2011. It was a cooperative procurement based on a Request for Proposal issued by King County in Seattle Washington. King County has extended their agreement until July 29, 2020. We are asking Council approval to extend the contract beyond five (5) years in compliance with Charter Section 99.
Is this a Public Works project? * (i.e. construction, reconstruction or repair of City buildings, street or other facilities)	No
Is this a Tenant Improvement project? * (i.e. changes to the interior of a City facility, such as floors, wall coverings, shelves, ceilings, windows, partitions, etc.)	No
Was another Department contacted to determine if they can or do perform this service (i.e. Streets, Facilities, etc.)? If so, please attach communication. If not, why was another Department not contacted?	No

**NOTE: If Public Works project (\$100,000 in labor costs or less) or Tenant Improvement project (\$250,000 in labor costs or less) requires HR review/approval. All other contracts require HR review/approval regardless of dollar amount. Remember – Departments cannot intentionally bundle services to avoid the threshold labor costs.*

HUMAN RESOURCES DEPARTMENT USE ONLY

Based on the Department's representation, this contract is **APPROVED** from a labor relations perspective.

Human Resources Department Liaison

4/20/16

Date

20DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO
EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE:
May 23, 2016

SUBJECT: Extension of BondEdge Solutions Contract and Approval of Amendment

GENERAL CONTRACT INFORMATION

Recommended Consultant: Interactive Data Pricing and Reference Data LLC (Not Certified, M Cauc)

Amount of this Action: \$ 74,602.00 (FY17)
Previous Actions: \$ 445,240.09
Cumulative Amount: \$ 519, 842.09 (Not to Exceed \$788,356.09)

Funding Source: City of San Diego

Goals: 20% Voluntary

SUBCONTRACTOR PARTICIPATION

There is no subconsultant participation associated with this action.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Not Required

Interactive Data Pricing and Reference Data LLC. submitted a Work Force Report for their Middlesex, Massachusetts employees dated, May 5, 2016 indicating 1322 employees in their Administrative Work Force and no employees in their Trade Work Force.

The Administrative Work Force indicates under representation in the following categories:

Filipino and Female in Management & Financial, Professional, A&E Science Computer, Technical and Administrative Support
Black, Latino, Asian, Filipino, and Female in Sales

Based on the under representations in the workforce noted above, staff has an approved Equal Employment Opportunity (EEO) Plan on file as of May 23, 2016. Staff will continue to monitor the firm's efforts to implement their EEO plan.

This agreement is subject to the City's Equal Employment Opportunity Outreach Program (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

(Contract 460000763cost distribution noted as per SLA agreement, the total cost to City during the Renewal Term shall not exceed \$350,000.

In compliance with Charter Section 99, the Office of the City Treasurer requests an extension of the current contract with BondEdge Solutions for an additional four (4) years beginning August 5, 2016,

and approval of the Amendment 2

RW

