



COUNTY OF HUMBOLDT

AGENDA ITEM NO.  
**C-24**

For the meeting of: January 19, 2016

Date: January 6, 2016  
To: Board of Supervisors  
From: Treasurer-Tax Collector  
Subject: Award Recommendation for Banking Services to US Bank.

RECOMMENDATION(S):

That the Board of Supervisors approves an award recommendation by the Treasurer-Tax Collector (T-TC) to execute a banking services contract with U.S. Bank.

SOURCE OF FUNDING:

Fund 3560000-807560

DISCUSSION:

Bank of America (B of A) has provided banking services for treasury operations within the County of Humboldt for many years. As of March 18, 2016, B of A will cease all Humboldt county retail banking operations. On December 1, 2015, the Humboldt county Treasurer-Tax Collector (T-TC) issued request for proposal #1-15 RP (RFP) to local, regional and national bank operations interested in providing banking services for county treasury operations. The deadline for all proposals to be received was December 31, 2015 at 1:30 P.M. Pacific Standard Time.

The RFP (Attachment 1) was sent to four local and regional banks including Coast Central Credit Union, Redwood Capital Bank, Umpqua Bank, and Tri-Counties Bank. Each of these banks declined to make a proposal with the feedback that they could not accommodate the depth of services required by the county.

Two national banks responded to the RFP and submitted proposals, US Bank submitted a proposal which

Prepared by: John Bartholomew

CAO Approval

REVIEW:

Auditor

County Counsel

Personnel

Risk Manager

Other

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other

PREVIOUS ACTION/REFERRAL:

Board Order No. \_\_\_\_\_

Meeting of: \_\_\_\_\_

**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT**

Upon motion of Supervisor Bass Seconded by Supervisor Fennell

Ayes Sundberg, Fennell, Lovelace, Bohn, Bass  
Nays \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: Jan 19, 2016

By: [Signature]  
Kathy Hayes, Clerk of the Board

was received by the county on December 29, 2015. The evaluation team is very satisfied with US Bank's proposal for several reasons, namely: 1) US Bank's overall costs are lower than our current costs from B of A; 2) The US Bank branch through which services will primarily be provided is located across the street from the Courthouse at 735 Fifth Street, which means we could potentially reduce costs for armored transport services; and 3) US Bank has been "highly recommended" by Butte county which recently transitioned their banking services to US Bank. Butte county's T-TC stated that they were "extremely pleased" with US Bank's service.

The county also received a proposal from Wells Fargo Bank on December 31, 2015 at 3:20 p.m.; nearly two hours past the deadline. In addition, Wells Fargo failed to submit an electronic version of their proposal as required by the terms and conditions outlined in the RFP. Because the Wells Fargo proposal was incomplete and received after the deadline, it was rejected.

Therefore it is recommended that the Board of Supervisors approve an award to US Bank for banking services as was requested in RFP #1-15RP. With that approval the T-TC will contract with US Bank for county banking services as was authorized by Resolution 16-06 "which delegates the authority to execute all contracts necessary to the investment and reinvestment of funds in the County Treasury".

FINANCIAL IMPACT:

Fund 3560000-807560 is funded by interest earned in the county pool so there is no financial impact to the general fund.

OTHER AGENCY INVOLVEMENT:

All County Schools and many other governmental agencies hold funds in the County Treasury and use banking services facilitated by county operations and staff.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Board's discretion.

ATTACHMENTS:

1. RFP 1-15RP



**Treasurer-Tax Collector**  
**COUNTY OF HUMBOLDT**

825 5th Street, Room 125, Eureka, CA 95501  
Telephone (707) 476-2450 Fax (707) 445-7608  
[taxinfo@co.humboldt.ca.us](mailto:taxinfo@co.humboldt.ca.us)

**County of Humboldt**  
**Request for Proposal #1-15 RP**  
**Banking Services**

# ATTACHMENT 1

## Table of Contents

<b>Content</b>	<b>Page</b>
Proposal Cover Page	3
RFP Signature Affidavit	4
1.0 Definitions	5
2.0 Purpose	5
3.0 Scope of Service	5
4.0 Mandatory Requirements	7
5.0 Timeline for the RFP Process	8
6.0 Period of Agreement	8
7.0 Proposal Submittal	8
8.0 Public Records and Trade Secrets	9
9.0 Proposal General Requirements	9
10.0 Required Format of Proposal	10
11.0 Evaluation Criteria and Process	13
12.0 Interpretation of RFP	14
13.0 Contract Development	14
14.0 Cancellation of RFP Process	14
15.0 County Observed Holidays	15



**Request for Proposal (RFP)**  
**Cover Page**  
Treasurer-Tax Collector's Office  
County of Humboldt, Eureka, CA

**COUNTY AGENCY**

**Treasurer-Tax Collector**

**RFP NUMBER**

**1-15-RP**

**RFP TITLE**

**Banking Services**

**PURPOSE**

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for banking services for treasury operations within the County of Humboldt.

**DEADLINE FOR  
RFP SUBMISSION**

**DEADLINE FOR PROPOSALS TO BE RECEIVED**

**December 31, 2015**

1:30 P.M. Pacific Standard Time

**ORIGINAL PROPOSALS ONLY**

**LATE, FAXED, EMAILED-ONLY OR UNSIGNED PROPOSALS WILL BE REJECTED**

**SUBMIT RFP TO  
THIS ADDRESS**

HUMBOLDT COUNTY TREASURER-TAX COLLECTOR  
HUMBOLDT COUNTY COURTHOUSE  
825 5<sup>TH</sup> STREET, ROOM 125  
EUREKA, CA 95501

**SPECIAL  
INSTRUCTIONS**

- Label the lower left corner of your sealed submittal package with the RFP number**
- Submit one original with four additional copies of proposal with required forms**

**DIRECT ALL INQUIRES  
TO**

<b>NAME</b>	John Bartholomew
<b>TITLE</b>	Treasurer-Tax Collector
<b>PHONE #</b>	(707) 476-2450
<b>FAX #</b>	(707) 445-7608
<b>EMAIL</b>	jbartholomew@co.humboldt.ca.us
<b>WEB SITE</b>	<a href="http://humboldtgov.org/tax">http://humboldtgov.org/tax</a>

**DATE RFP ISSUED: 12-1-15**

<b>RFP SIGNATURE AFFIDAVIT</b>	
<b>NAME OF FIRM:</b>	
<b>STREET ADDRESS:</b>	
<b>CITY, STATE, ZIP</b>	
<b>CONTACT PERSON:</b>	
<b>PHONE #:</b>	
<b>FAX #:</b>	
<b>EMAIL:</b>	

Government Code Sections 6250 *et seq.*, the "Public Records Act", defines a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above named firm and hereby agrees to all the terms, conditions, and specifications required by the County in this Request for Proposal and declares that the attached proposal and pricing are in conformity therewith.

\_\_\_\_\_

**Signature**

**Title**

**Name (type or print)**

**Date**

This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum #      Addendum #      Addendum #      Addendum #

## 1.0 DEFINITIONS

- A. **Addendum** – An amendment or modification to the RFP.
- B. **Contractor** – Any individual or business having a contract with a governmental body to furnish goods or services for an agreed-upon price.
- C. **Contractor service agreement** – Contractor supplied document to be used to add or delete services by County Department(s). Subordinate to the umbrella Agreement.
- D. **County** - County of Humboldt
- E. **Proposal** – An offer submitted in accordance with this RFP to provide an ongoing service for a specified sum of money.
- F. **Proposer** – Any individual or business responding to this Request for Proposal.
- G. **RFP** – Request for Proposal

## 2.0 PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified financial institutions to provide banking services to the County and outside agencies that deposit money into the county treasury.

The County currently maintains a commercial banking relationship with one bank, Bank of America. On October 29, 2015 Bank of America announced that it would be closing its three Humboldt County banking centers during the first quarter of calendar year 2016. The lack of physical banking locations would require the County to pay additional fees and increase its workload in order to maintain its current level of service to all entities that deposit money in the county treasury. For these reasons, the County has determined that a review of the services and pricing offered by qualifying institutions for our primary commercial banking relationship is appropriate at this time.

## 3.0 SCOPE OF SERVICE

### Background Information

Humboldt is a medium-sized, rural county with 7 incorporated cities: Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell, and Trinidad. The Treasurer manages deposits for all County Departments, all school districts located within the county, including the local community college, all special districts, and a number of voluntary depositors. The average daily ledger balance is approximately \$3.8 Million, and our investment portfolio balance ranges from \$250,000,000 to \$330,000,000 annually. The County maintains a custodial relationship with Bank of New York Mellon for all investment purchases. For additional information on the County, please refer to our website at [www.humboldt.gov.org](http://www.humboldt.gov.org).



The Humboldt County Treasurer maintains various types of bank accounts, with seasonally heavy activity in April and December due to property tax payments; however, this balance could increase or decrease dependent on liquidity needs. Humboldt County currently utilizes the following accounts and services through Bank of America:

- Parent Account
  - County ZBA account
  - DHHS EBT ZBA account
  - Office of Education ZBA account
  - Social Services TANF Account
  - FSA Health Savings Account
  - Inmate Welfare Fund Account
- Positive Pay (files transmitted via AP Technology Secure Pay)
- Online Banking
- Wire transfers (repetitive and free form)
- ACH debits (pre-authorized)
  - ACH Filters to block unauthorized activity
- Reports
  - Full Daily Reconciliation
  - Previous Day Reporting
  - Current Day Reporting
  - Monthly Account Statements
  - ACH Entry Detail Reports
  - ACH Returned Item Reports
- Online Check Management
  - Stop payments
  - Image retrieval
  - Daily reconciliation files for all canceled checks
- Depository Services
  - Banking Center Deposits
  - Cash Vault Deposits
  - Remote Deposits
  - Image Cash Letter (RT Lawrence Remittance Processing)
- Payroll Direct Deposit (County, Schools, some Special Districts)

#### **General Banking Services**

The basic scope of services requested is as follows:

- A. Zero Balance Account
- B. Positive Pay Services
- C. General ACH Services

- D. Wire Transfer Services
- E. Returned Items
- F. Deposit Services
- G. Remote Deposit Capture
- H. Image Cash Letter Services
- I. Availability Schedule for Deposits
- J. Check Management
- K. Online Banking
- L. Reporting
- M. Customer Service

Respondents are encouraged to recommend any additional services and/or more advanced technology that would improve the County's Treasury operations. Please include recommended services and the fee schedules associated with such services as attachments to the RFP.

#### **4.0 MANDATORY REQUIREMENTS**

All Respondents to the RFP for General Banking Services shall meet the following minimum qualifications:

- 4.1 Be a qualified depository for public funds as defined in Sections 53630 of the California Government Code.
- 4.2 Be sufficiently capitalized in accordance with Section 53638 of the California Government Code.
- 4.3 Be a Federal or State of California Chartered Financial Institution.
- 4.4 Have access to all Federal Reserve System services.
- 4.5 Have access to the Automated Clearing House system.
- 4.6 Conform to all applicable rules of the National Automated Clearinghouse Association (NACHA) and Uniform Commercial Code Article 4A (UCC4A).
- 4.7 Be insured by the Federal Deposit Insurance Corporation (FDIC).
- 4.8 Have sufficient collateralized balances to be in compliance with Sections 53651 and 53652 of the California Government Code.
- 4.9 Comply with Section 53635.2 of the California Government Code in regards to serving the credit needs of California communities.
- 4.10 Establish and maintain branches within the County and have at least one full-service branch located in the city limits of Eureka, California.
- 4.11 Submit a copy of:
  - A. Rating agency rating (Veribanc, Highline, S&P, etc.)
  - B. Community Reinvestment Act (CRA) rating
  - C. The most recent annual and quarterly financial reports
  - D. Key Financial statistics, i.e. as Basel II & III capital ratios, asset quality, earnings

**5.0 TIMELINE FOR THE RFP PROCESS**

RELEASE OF REQUEST FOR PROPOSAL	December 1, 2015
DEADLINE FOR SUBMISSION OF QUESTIONS Email: taxinfo@co.humboldt.ca.us	December 15, 2015
DEADLINE FOR PROPOSALS <u>TO BE RECEIVED</u>	1:30 PM, December 31,2015
RFP EVALUATION PROCESS	THE FOLLOWING DATES ARE TENTATIVE AND MAY BE SUBJECT TO CHANGE  January 4, 2016 – January 8,2016
RECOMMENDATION OF AWARD TO COUNTY BOARD OF SUPERVISORS (AGENDA ITEM)	February 2, 2016
CONTRACT FINALIZATION	February 19,2016
NEW CONTRACT START DATE	March 1, 2016

**6.0 PERIOD OF AGREEMENT**

The term of the service agreement is for ten years with two one-year options to renew the agreement, at the sole discretion of the County, for a total of twelve years.

**7.0 PROPOSAL SUBMITTAL**

All proposals shall be signed by an authorized agent and placed in a sealed package clearly marked RFP #1-15-RP.

All proposals must be submitted with one (1) original and four (4) additional copies. Respondents are also required to submit a copy of their proposal in electronic format to taxinfo@co.humboldt.ca.us. All proposals shall also be submitted and received by **December 31, 2015 1:30 P.M. Pacific Standard Time**. Late, faxed, emailed-only, or unsigned proposals will be rejected. The County’s date stamp shall be considered the official date for the purpose of establishing the actual receipt of proposals.

**DELIVER OR MAIL PROPOSALS TO:**

Humboldt County Treasurer-Tax Collector  
Humboldt County Courthouse  
825 5<sup>th</sup> Street, Room 125  
Eureka, CA 95501

## RFP # 1-15-RP

### Proposal Correspondence

As of the issuance of this RFP, respondents to the RFP (the "Respondents") are specifically directed not to contact County personnel for meetings, conferences or technical discussion related to this RFP. Failure to adhere to this instruction may result in disqualification of the Respondent.

### Proposal Questions

All questions regarding the proposal will be submitted through [taxinfo@co.humboldt.ca.us](mailto:taxinfo@co.humboldt.ca.us). The deadline for submitting questions for this RFP is on or before December 15, 2015, 5:00 PM PST. All questions will be answered via email.

## 8.0 PUBLIC RECORDS AND TRADE SECRETS

All proposals and materials submitted become the property of the County and are subject to disclosure under the Public Records Act, Government Sections 6250 *et seq.*

This Request for Proposal and all responses are considered public information, except for trade secrets specifically identified, which will be handled according to state statutes or other laws. Any information that contains trade secrets shall be communicated to the County by the Proposer. Any page of the proposal that is deemed to be a trade secret by the Proposer shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") size letters. In the event that the County receives a request for disclosure of any such specifically identified information, prior to release of any such specifically identified information, the County will contact the Proposer and will not release the specifically identified information if the Proposer agrees to indemnify, defend, and hold harmless the County in any action brought to disclose such information. The Proposer, by submitting such information, agrees that the failure of County to contact the Proposer prior to the release of such information will not be a basis for liability by County or any County employee to Proposer.

## 9.0 PROPOSAL GENERAL REQUIREMENTS

- 9.1 All proposals must be submitted in accordance with the standards and specifications contained within this Request for Proposal (RFP) and must contain the Signature Affidavit (page 4) which certifies Proposer's intent to adhere to the requirements specified.
- 9.2 The Signature Affidavit page of a responsive proposal must be signed appropriately complete with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.

- 9.3 The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of a proposal.
- 9.4 The County shall not pay any costs incurred or associated in the preparation of this or any proposal or for participation in the RFP process.
- 9.5 Any Proposer who wishes to make modifications to a proposal already received by the County must withdraw his/her proposal in order to make the modifications. All modifications must be made in ink, properly initialed by Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Proposer to ensure that the modified proposal is resubmitted before the deadline for proposal to be received of December 31, 2015. Proposals cannot be changed or modified after the date and time designated for receipt.
- 9.6 Proposals must be typed uniformly on letter size (8 ½" X 11") white paper, single sided or double sided, each section clearly titled and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be complete and specific unto themselves. For example, "See *Enclosed Manual*" will not be considered an acceptable proposal. Receipt of all addenda, if any, must be acknowledged on the bottom of the RFP Signature Affidavit Sheet (page 4).
- 9.7 Proposals must be received by December 31, 2015 1:30 P.M. (Pacific Standard Time). Late, faxed, emailed-only, or unsigned proposals will not be accepted. Postmarks will not be accepted in lieu of this requirement. Proposals submitted to any County office other than the Treasurer-Tax Collector will be rejected.
- 9.8 The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are not necessary or recommended.

## **10.0 REQUIRED FORMAT OF PROPOSAL**

Proposal must be formatted as outlined and contain the following sections. Exhibit documents are formatted to allow completion using Microsoft Word and Microsoft Excel. Failure to follow this format may disqualify a proposal.

- A. RFP Signature Affidavit , see page 4
- B. Proposal Table of Contents
- C. Corporate/Company/Agency Profile
- D. Exhibit A: Description of Services
- E. Exhibit B: Cost Proposal
- F. Proposer Document Examples

- G. Credentials/Resumes/Certifications/Licenses
- H. Exhibit C : Sample Umbrella Agreement
- I. Exhibit D: Reference Data Sheet, Evidence of Insurability/Business Licenses
- J. Exceptions to Proposed Contract Terms

**A. RFP Signature Affidavit**

The RFP Signature Affidavit is formatted to allow completion using Microsoft Word. The RFP Signature Affidavit must be signed by an authorized representative. Signature authorization on the RFP Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, which shall include the right, at the option of the County, of declaring any agreement made as a result thereof to be void.

**B. Proposal Table of Contents**

The proposal shall include a comprehensive table of contents that identifies submitted material by sections A-J in the order listed above and with sequential page numbers.

**C. Corporate/Company/Agency Profile**

This section of the proposal is designed to establish the Proposer as an entity with the ability and experience to provide the services as specified in the RFP. The Corporate/Company/Agency Profile should be concise and clear, and include descriptive information regarding service delivery capabilities. Required information to be provided as follows:

1. Business name and legal business status (i.e., partnership, corporation, etc.)
2. Company overview of services performed, include:
  - a. The history of the Proposer's firm.
  - b. The number of years in business under the present business name, as well as prior business names.
  - c. Number of years experience providing the proposed, equivalent services.
  - d. Company size – number of staff, proposed number of staff to provide services.
  - e. The physical location address of all facility(s) from which the work under this contract will be provided and the staff allocation at that facility(s).
  - f. Detail any fraud convictions related to public contracts and the date of the conviction; detail of current or prior debarments, suspensions and other ineligibility to participate in public contracts (if applicable).
  - g. Detail any federal or state violations of industry or regulatory requirements (if applicable).
3. Whether the Proposer holds controlling or financial interest in any other organizations, or is owned or controlled by any other person or organization. If none, that must be stated.

**D. Description of Services**

See and complete Exhibit A.

**E. Cost Proposal**

Please complete Exhibit B. The Cost Proposal Form is formatted to allow completion using Microsoft Excel. The Cost Proposal Form is designed for the Proposer to represent the costs involved for specific banking services. Respondents are required to submit a copy of the Cost Proposal in Excel format.

1. Submitted prices shall be valid for a minimum period of 180 days from proposal deadline, see Section 5.0 Timeline for the RFP Process.
2. No price increases will be permitted during the first three (3) years of the agreement.

**F. Proposer Document Examples**

Proposer shall submit a sample monthly statement and a sample service agreement, and any other pertinent document with narrative explanations that will be used to facilitate the terms and conditions of this RFP.

**G. Treasury Team Support Credentials/Resumes/Certifications/Licenses**

This section shall contain the primary support team from your firm, including Client Management, Treasury Solutions, Treasury Support, Operations Support, and IT Support, with whom the County Treasury Team will have direct contact. List their names, position, and responsibilities for administering or providing service.

Include phone numbers and email addresses.

**H. Reference Data Sheet**

A Reference Data Sheet, see Exhibit D, is provided for Proposers to include present and past performance information with a minimum of three (3) references. The Reference Data Sheet is formatted to allow completion using Microsoft Word. Each reference shall include:

1. Company name, address, current contact person, and email and telephone number for each reference identified.
2. Dates of work performed.
3. Provide a summary of the scope of services performed for the referenced facilities.

Please verify that all reference information is correct. References must clearly correlate their service performance with the requirements of this RFP.

**I. Evidence of Insurability/Business Licenses**

County's insurance requirements are set forth in Section 23 of sample umbrella Agreement, Exhibit C. All Proposers shall submit evidence of all required insurances. Upon award the Proposer has ten (10) calendar days to produce the required insurance including a certified endorsement naming the County as additional insured. The Proposer shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this proposal has been awarded. Provide a copy of current business license or other applicable license.

**J. Exceptions to Proposed Umbrella Agreement Terms**

Proposer should carefully review the contractual umbrella Agreement sample, Exhibit C. Proposer should be prepared to meet the contract requirements. Specify in detail any term exception or objection written therein including page number, paragraph and description that County may consider during the evaluation process.

**11.0 EVALUATION CRITERIA AND PROCESS**

All proposals will be evaluated by an Evaluation Panel made up of County staff. The RFP Administrator will present the evaluation results to the County Board of Supervisors for review and approval prior to award. See proposed Timeline for RFP Process Section 5.0. The timeline is tentative and may be subject to change. The County reserves the right to reject all proposals.

As of the issuance of this RFP, respondents to the RFP (the "Respondents") are specifically directed not to contact County personnel for meetings, conferences or technical discussion related to this RFP. Failure to adhere to this instruction may result in disqualification of the Respondent.

All proposals will be evaluated by utilizing the following criteria:

1. -Reputation, Experience, Financial Stability and Credit Rating
2. Customer Service and Ease of Conducting Business
3. Responsiveness/Flexibility/Autonomy of Relationship Manager
4. Available Earnings Credit Offset Net of Reserve and FDIC Insurance Charges
5. Cost and Ease of Conversion/Implementation to County and Pool Participants
6. Cost of Services
7. Technological Capabilities/Innovation



## 8. Security and Fraud Prevention Tools

### 12.0 INTERPRETATION OF RFP

The Proposer is responsible for meeting all of the requirements, specifications, and conditions stated in this RFP and in the contractual Umbrella Agreement sample, see Exhibit C. If any Proposer planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction should be made to the County. Any changes to the RFP will be made and distributed only by written addendum and will also be posted on the County's Purchasing website at <http://humboldt.gov/280/Purchasing-Disposition>.

### 13.0 CONTRACT DEVELOPMENT

If a proposal is accepted, the County will enter into an umbrella Agreement with the selected Proposer. A proposed sample Umbrella Agreement is attached, see Exhibit C. The Proposer has the opportunity to specify in a separate document, any exceptions or objections to any of the terms written therein (see Item J, Exceptions to Proposed Contract Terms, in Section 10.0 Required Format of Proposal.).

In the event an agreement cannot be reached, negotiations with the second ranking Proposer shall commence.

### 14.0 CANCELLATION OF RFP PROCESS

County may cancel this RFP process at any time.

The RFP process may be canceled after opening, but prior to award if the County determines that cancellation is in the best interest of the County for reasons including but not limited to those listed below:

1. The service(s) are no longer required.
2. Proposals received are at an unreasonable cost.
3. Proposals did not independently arrive in open competition, were collusive, or were not submitted in good faith.
4. The County determines, after analysis of the proposals, that its needs can be satisfied through an alternative method.

The County reserves the right to amend or modify the Scope of Services prior to the award of proposal, as necessity may dictate, and to reject any and all proposals hereunder. This RFP does not commit the County to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. The County reserves the right to accept or reject any or all proposals received as a result of the

request, to negotiate with any qualified source or to cancel in part or in its entirety this RFP if it is in the best interest of the County as determined by the County.

**15.0 COUNTY OBSERVED HOLIDAYS**

HOLIDAY	DAY OBSERVED
*New Year's Day	January 1
Martin Luther King Jr. Birthday	Third Monday in January
*Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
* Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
*Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

**\*Note:**

Friday preceding January 1, February 12, July 4, November 11, or December 25, when such date falls on a Saturday or; the Monday following such date when such date falls on a Sunday.

## **Exhibit A: Description of Services, RFP #1-15-RP**

Respondents are required to answer the questions below, and are encouraged to recommend any additional services and/or more advanced technology that would improve the County's treasury operations. Please include recommended services and the fee schedules associated with such services as Attachments to the Proposal

### **A. ZERO BALANCE ACCOUNT**

1. How are zero-balance accounts (ZBAs) tied to master accounts?
2. How will the firm report daily clearings for each account?
3. Is there only one entry performed daily from each ZBA to the master account? If not, describe how debit and credit postings work.
4. Will postings from the ZBA to the master account(s) be accessible through a detailed report? Provide a sample of this report.

### **B. POSITIVE PAY SERVICES**

1. Describe the firm's Positive Pay services and all associated restrictions.
2. What information on Positive Pay exceptions does the firm provide?
3. What are the firm's notification procedures, methods, and deadlines?
4. How are rejected items processed through Positive Pay?
5. How are those items not found on the Positive Pay list processed?
6. How is the liability for check fraud affected by using Positive Pay services?
7. What other safeguard or special services does the firm offer to prevent fraudulent checks?
8. Is the firm compatible with our Secure Pay vendor, AP Technology, for Positive Pay transmissions?
9. What are the procedures for overriding an incorrect file uploaded to Positive Pay?
10. Describe the firm's Payee Positive Pay capabilities.

### **C. GENERAL (ACH) SERVICES**

1. What are the possible transfer types of ACH debits and credits that can be initiated by County staff?
2. What are the procedures and cutoff times to change, add, or delete an item after transmitting an ACH file to the firm?
3. What methods are used to transmit ACH files?
4. Does the firm offer ACH blocks or filters?
5. How will the firm integrate our current ACH blocks and filters into our new account?
6. What are the methods for setting debit and credit exposure limits?
7. How will the firm guard against unauthorized ACH debits to our accounts?
8. If unauthorized an ACH transaction posts to an account, describe how the transaction would be resolved.
9. How and when will the County be notified if the exposure limit is reached?
10. What is the process for transmitting Payroll ACH direct deposit files?
11. What are the deadlines for file delivery and transmissions?

12. How will the firm notify county staff when an ACH file is returned?
13. How do you assist in correcting input errors made by County staff?
14. Describe the firm's security system in regards to ACH including any controls to prevent file loss, duplicate transmissions, file-transmission protection and acceptance of duplicate returns.
15. At what time on settlement date is an ACH credit available?
16. How will ACH payments from customers/vendors (debits and credits) be itemized on the firm's daily report?
17. How extensive of a history file do you maintain for ACH transactions?

**D. WIRE TRANSFER SERVICES**

1. List the types of domestic (U.S.) wire transfer initiation capabilities. Describe controls and procedures for each.
2. What types of wire initiation methods does the firm offer? For example, telephone, fax, online, etc.
3. What are the hours of operation and the cut-off times in Pacific Standard Time for initiating wire transfers to ensure same-day execution?
4. Describe the firm's procedures and timeline for notifying the County when a wire transfer fails.
5. What are the backup procedures in the event the County is unable to initiate or complete a wire transfer for reasons such as the firm's web-based wire transfer system is down or the County's network system is down?
6. For internet-based free-form wire transfers, describe the security measures that will be used to safeguard access, data integrity, and privacy.
7. Describe the firm's process for recalling a wire when requested by County staff.
8. Does the firm's reporting system have the ability to report real time, current day wire activities?

**E. RETURNED ITEMS**

1. Describe the procedures and costs for checks returned due to insufficient funds, stop payments, closed accounts, etc. Please include policies regarding the re-deposit of a returned item and how returned items are posted.
2. How do rejected items, including damaged checks, post to an account? How will the firm notify the county when an item is rejected?

**F. DEPOSIT SERVICES**

1. Please describe your cash vault operations.
2. The County currently contracts with Brinks for armored couriating between the Treasurer's office and the cash vault. Describe the firm's armored courier services for picking up cash and/or check deposits, and the costs associated with this service.
3. If the County chooses to remain with Brinks, please provide a drop off location and cut-off times for same day posting.
4. Does the firm charge a fee for processing/conditioning coin and currency?
5. Does the firm have any restrictions for large coin deposits?

6. Are bagged deposits containing both cash and checks accepted?
7. How does the firm handle deposit discrepancies and make deposit adjustments?  
How will County staff be notified?
8. Please describe any additional deposit preparation requirements that county staff would need to meet.

**G. REMOTE DEPOSIT CAPTURE**

1. Describe the firm's remote deposit capture services.
2. Describe a typical implementation process of the remote deposit capture system.
3. Describe all equipment options necessary for implementation of the remote deposit capture system and approximate costs associated with the equipment.
4. The County currently uses Digital Check Teller Scan TS240s for remote deposits. Could these check scanners be used for remote depositing with your firm?
5. Does the firm's remote deposit service allow multiple deposits in a single day?
6. What controls are in place to prevent duplicate remote deposit items?
7. Describe the document retention policy for checks processed via remote deposit capture.

**H. IMAGE CASH LETTER SERVICES**

The County uses the RT Lawrence remittance processor (RTL) with a desktop scanner for processing tax payments. RTL converts scanned check images into an ICL file that is deposited into our current bank account via an FTP network.

1. Describe your firm's image cash letter processing procedures and limitations.
2. What control's are in place to prevent duplicate transmission of ICL files?
3. Describe any cut off times/restrictions for same day positing of ICL deposits.
4. How does the firm handle ICL deposit discrepancies and make deposit adjustments? How will County staff be notified?

**I. AVAILABILITY SCHEDULE FOR DEPOSITS**

1. Describe the fund availability schedule for all types of deposits.
2. Does the firm offer expedited fund availability?

**J. CHECK MANAGEMENT**

1. How long does your firm retain copies of canceled checks?
2. How would the County obtain a copy of a check after the end of the retention timeframe described above?
3. Is the County able to view images of canceled checks online?
4. How would the County initiate and confirm stop payments? How long do stop payments remain in effect?
5. What processes are in place to ensure that the County's printed checks are readable?

6. Describe the firm's account reconciliation services.
7. Please describe the firm's stale dated check policy.

**K. ONLINE BANKING**

1. Describe any browser requirements or compatibility issues with your online banking.
2. Describe the firm's online banking services and provide a list of all online capabilities, including online reporting, online execution of transactions, online internal controls, etc.
3. How long has the firm's online banking service system been developed and in use?
4. Is the firm planning to conduct a major system upgrade in the next 24 months?
5. How often has the firm's online system been down or experienced service interruptions in the past 12 months?
6. What are the firm's documented processes/procedures when this occurs?
7. What safeguards or special services does the firm offer to prevent fraudulent electronic transactions?
8. Are there additional online banking services in the pipeline? If so, what are they?
9. Describe how the firm will provide training to County staff for online services.
10. Does the firm offer a technical support hotline for the online system? If so, what are the hours of operation?
11. What online banking features does the firm have that distinguish it from other competitors?

**L. REPORTING**

1. Describe the firm's online information reporting system. Please list all reports (intra-day, daily, weekly, monthly, quarterly and annual) that are available to clients, including the availability schedule associated with each report. Please provide a copy of each sample report.
2. What time of the day are reports available for both current day and previous day information?
3. How often are current day reports updated?
4. How long is information retained and available for immediate access online?
5. In what format is the County able to download reports?
6. Is the firm planning to enhance the reporting system over the next 12 months?
7. Describe the security and reliability of the firm's online information reporting system.

**M. CUSTOMER SERVICE**

1. Describe how the firm works with the County in terms of customer service. Will the firm assign one client relationship manager to the County for all inquiries? If so, please name the designated client relationship manager, and their back-ups.
2. Describe the firm's client service team as a whole. How long has the team been working together? How many clients does the team serve?

3. Describe the firm's customer service procedures.
4. Describe any limitations to customer service, such as hours of availability, extended hours, or special emergency procedures.
5. Describe how the firm measures and evaluates the quality of the customer service.
6. Does the firm offer a technical support hot line? If so, what are the operating hours and is it toll-free?
7. How often will the client relationship manager and other representatives from the firm meet with County staff?
8. How promptly does the firm communicate with the County on new banking laws and regulations, as well as changes in services that may impact our operations?
9. Does the bank charge non-customers to cash County/School issued (on-us) checks?
10. How do you handle establishing authorized signers for accounts?

## Exhibit B: Cost Proposal, RFP#1-15-RP

Service Description	AFP Code	Average Monthly Volume	Unit Price
<b>GENERAL ACCOUNT SERVICES</b>			
ACCOUNT MAINTENANCE	01 0000	5	
REMOTE DEP-ACCOUNT MAINTENANCE	01 0000	1	
ZBA-DEPOSITORY+ MASTER MAINT	01 0020	1	
ZBA SUBSIDIARY ACCOUNT MAINT	01 0021	3	
<b>DEPOSITORY SERVICES</b>			
BANKING CENTER DEPOSIT	10 0000	125	
CURR/COIN DEP/\$100-BKG CTR	10 001Z	811	
VAULT DEPOSIT	10 0100	206	
DEP CONDITIONING-SURCHG-VAULT	10 0106	2	
CURR/COIN DEP/\$100-VLT	10 011Z	7,573	
COIN DEPOSIT-STD BAG-VLT	10 0113	7	
CASH LETTER/ITEM PROC DEPOSITS	10 0200	1	
CHECK DEPOSIT-ICL OR RDSO	10 0200	115	
TRANSMISSION MAINTENANCE	10 0209	1	
CKS DEP PRE-ENCODED ITEMS	10 021Z	0	
CKS DEP UN-ENCODED ITEMS	10 022Z	5,394	
IMAGE DEPOSITED ITEMS-ICL	10 0229	4,809	
IMAGE DEPOSITED ITEMS-RDSO	10 0229	1,429	
CKS DEP FOREIGN ITEM	10 0310	0	
RETURNS-CHARGEBACK	10 0400	18	
RETURNS-RECLEAR	10 0402	20	
LARGE ITEM RETURNED	10 0419	1	
<b>PAPER DISBURSEMENT SERVICES</b>			
GENERAL CHECKS PAID TRUNCATED	15 0102	6,271	
GEN DISB CKS PD-IS FRT/BK IMG	15 0102	1,844	
POSITIVE PAY EXCEPTIONS	15 0310	14	
ARP POSITIVE PAY RETURN-OTHER	15 0322	0	
STOP PAY AUTOMATED<=12 MONTHS	15 0410	19	
CPO STOP PAYMENT CANCEL	15 0413	0	
NON-RELATION CUST CK CASHED CA	15 0500	275	
IMAGE MAINTENANCE CPO	15 1350	3	
IMAGE RETRIEVAL CPO	15 1351	31	
IMAGE MAINTENANCE CPO	15 1399	3	
CPO ARP POSITIVE PAY NOTIF	15 9999	140	
CPO ARP ISSUE POSTED NOTIF	15 9999	41	
CPO ARP ISSUE RECD NOTIF	15 9999	159	
<b>PAPER DISBURSEMENT RECON SERVICES</b>			
ARP PARTIAL PPAY MAINT-SUPP	20 0020	2	
ARP PARTIAL PPAY ITEM	20 0120	9,705	
ARP VOID CANCEL ITEMS	20 0209	13	
ARP OUTPUT TRANS-OTHER FREQ	20 0301	3	
ARP RECON TRANS END OF CYCLE	20 0301	1	



ARP RECON TRANS DAILY	20 0301	30
CPO ARP ONLINE REPORTS	20 0305	1
ARP ANCILLARY ONLINE RPTS	20 0325	2
<b>GENERAL ACH SERVICES</b>		
ACH MONTHLY MAINTENANCE	25 0000	4
ACH CONSUMER ON US CREDITS	25 0101	1,127
ACH CONSUMER OFF US CREDITS	25 0101	5,852
ACH ORIGINATED ADDENDA	25 0120	112
ACH BLOCKS AUTH INSTRUCTIONS	25 0150	38
ACH DEBIT RECEIVED ITEM	25 0200	127
ACH CREDIT RECEIVED ITEM	25 0201	292
ACH RETURN ITEM	25 0302	4
ACH OPTIONAL RPTS-ELECTRONIC	25 0400	91
ACH INPUT-FILE	25 0501	22
DELETE/REVERSAL BATCH/FILE	25 0622	0
ACH OPTIONAL REPORTS-FAX	25 0701	4
ACH TRANSMISSION SETUP/TEST	25 1000	0
ACH SETUP	25 1000	0
ACH BLOCKS AUTH ADD-CHANGE	25 1050	0
ACH BLOCKS AUTH MAINTENANCE	25 1050	5
ACH NOTIF OF CHANGE (NOC)	25 1070	53
ACH STANDARD REPORTS-FAX	25 9999	0
ACH STANDARD REPORTS-MAIL	25 9999	1
ACH OPTIONAL REPORTS-MAIL	25 9999	3
ACH STANDARD REPORTS-MAIL	25 9999	1
ACH STANDARD RPTS-ELECTRONIC	25 9999	6
<b>WIRE AND OTHER FUNDS TRANSFER SERVICES</b>		
CPO GP MTHLY MAINT BASIC	35 0000	1
ELEC WIRE OUT-DOMESTIC	35 0103	26
ELEC WIRE OUT-BOOK DB	35 0123	16
INCOMING DOMESTIC WIRE	35 0300	13
BOOK CREDIT	35 0320	9
INTRACOMPANY BOOK CREDIT	35 0320	2
WIRE ADVICE-MAIL	35 0412	2
CPO GP CUST MNT TEMP STORAGE	35 0599	62
<b>INFORMATION SERVICES</b>		
CPO PREM PDR ACCOUNT	40 0052	5
CPO PREM CDR ACCOUNT	40 0055	5
CPO PREM PDR ITM STORED	40 0272	12,211
CPO PREM CDR ITEM	40 0275	6,172
CPO ONLINE SUBSCRIPTION	40 0299	1
CPO PREM IR MAINTENANCE	40 0299	1
CPO PER IMAGE ACCESS	40 0340	133
CPO PREM RESEARCH ITEM	40 0340	10

## **Exhibit C: Sample Umbrella Agreement, RFP #1-15-RP**

### **SAMPLE UMBRELLA AGREEMENT**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, at Eureka, California, by and between the County of Humboldt ("COUNTY"), a political subdivision of the State of California, and \_\_\_\_\_ ("CONTRACTOR"), [insert organizational status].

WHEREAS, COUNTY desires to obtain banking services from CONTRACTOR and CONTRACTOR desires to provide such services to COUNTY,

NOW THEREFORE BE IT AGREED:

#### **1. DESCRIPTION OF SERVICES**

- 1.1** CONTRACTOR shall provide all the services described and with the prices listed in Exhibit A. Exhibit A is attached hereto and incorporated herein by reference.
- 1.2** CONTRACTOR represents that it has the skills, experience, knowledge, and technology necessary to fully and adequately perform under this Agreement, and COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.
- 1.3** CONTRACTOR affirms that it is fully apprised of all the work to be performed under this Agreement and CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit A.

#### **2. TERM OF AGREEMENT**

This Agreement shall commence upon execution by both parties and continue in effect through, unless terminated earlier in accordance with Section 6 (TERMINATION). By mutual agreement, this Agreement may be extended for additional one (1) year terms at agreed prices by written amendment signed by both parties. CONTRACTOR shall commence performance upon execution of this Agreement by both parties and shall diligently and continuously perform thereafter.

#### **3. COMPENSATION**

- 3.1** COUNTY shall pay CONTRACTOR for services performed and products provided in accordance with the prices set forth in Exhibit A. The quantity of services and products shall be determined by actual monthly usage. COUNTY shall have no obligation to purchase any specified quantity of services or products. Unless

otherwise specifically stated in Exhibit A, COUNTY shall not be responsible for payment of any of CONTRACTOR'S expenses related to this Agreement.

- 3.2 CONTRACTOR shall be paid by COUNTY in accordance with the terms of payment described. Unless otherwise directed by County Treasurer-Tax Collector, CONTRACTOR shall submit statements and debit county primary account for services rendered within fifteen (15) working days of the last day of each calendar month. Statements must be available in both electronic and paper form as required by COUNTY.

#### 4. ADMINISTRATION OF AGREEMENT AND CONTRACTOR SERVICE AGREEMENTS

- 4.1 COUNTY'S Treasurer-Tax Collector or his or her designee shall administer this Agreement on behalf of COUNTY. The Treasurer-Tax Collector or his or her designee shall serve as necessary as the liaison between CONTRACTOR and any COUNTY Department utilizing CONTRACTOR'S services pursuant to this Agreement. No Department may request any additional CONTRACTOR services without coordination and approval from the Treasurer-Tax Collector or his or her designee.
- 4.2 Specific services requested and provided shall be **documented on Contractor service agreement forms.**
- 4.3 CONTRACTOR understands and agrees that all Contractor **service agreements** are subordinate to this Agreement and that all Contractor **service agreements** shall be deemed to incorporate all the terms and conditions of this Agreement. Contractor service agreements shall not be construed as **amendments** to this Agreement or as authority for CONTRACTOR to increase **the price** of any product or service or to modify any term or condition of this Agreement. In the event of any conflict between a Contractor service agreement and this Agreement, the terms of this Agreement shall control. CONTRACTOR understands and agrees that Contractor service agreements are primarily **for the convenience** of CONTRACTOR and the Treasurer-Tax Collector Department in documenting numerous service quantity needs that may **change on short notice** and for which a formal amendment to the Agreement is not **feasible.**

#### 5. AMENDMENTS

No addition to, or alteration of, any term of this Agreement shall be valid unless made in writing and signed by both parties. The Humboldt County Board of Supervisors, COUNTY'S Treasurer-Tax Collector and his or her designee are the only authorized COUNTY representatives who may modify this Agreement.

## **6. TERMINATION**

- 6.1** At any time and for any reason, COUNTY may terminate this Agreement upon thirty (30) days written notice to CONTRACTOR.
- 6.2** If, in the opinion of COUNTY, CONTRACTOR fails to perform the services required under this Agreement within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.
- 6.3** In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered under this Agreement through and including the effective date of termination.

## **7. CONDUCT OF CONTRACTOR AND CONFLICT OF INTEREST**

- 7.1** CONTRACTOR covenants that it presently has no interest, including, but not limited to other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR'S performance under this Agreement. CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform COUNTY of all CONTRACTOR'S interests, if any, which are or may be perceived as incompatible with COUNTY'S interest.
- 7.2** CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 7.3** CONTRACTOR or its employees shall not offer gifts, gratuities, favors, or entertainment directly or indirectly to COUNTY officers or employees.

## **8. SUBCONTRACTING AND ASSIGNMENT**

CONTRACTOR shall not delegate its duties or assign its rights hereunder, or both, either in whole or in part, without prior written consent of COUNTY. CONTRACTOR shall not contract with any other party for furnishing any of the work or services under this Agreement without prior written consent of COUNTY. This provision shall not require the approval of contracts of employment between CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to

under this Agreement. This section shall not be applicable to service agreements or contracts or similar arrangements usually or customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support or professional services.

**9. LICENSING AND PERMITS**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9, Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Humboldt, and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**10. RECORDS AND DOCUMENTS**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or County agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of CONTRACTOR'S costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement and be available for audit by COUNTY. CONTRACTOR shall provide to COUNTY reports and information related to this Agreement as requested by COUNTY.

**11. NOTICES**

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Treasurer-Tax Collector  
Humboldt County Courthouse  
825 5th Street, Room 125  
Eureka, CA 95501

CONTRACTOR:

**12. RELATIONSHIP OF PARTIES**

It is understood that this is an agreement by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation and injury leave or other leave benefits.

**13. COMPLIANCE WITH LAWS**

CONTRACTOR agrees to comply with all applicable local, state and federal laws and regulations, including, but not limited to, the Americans with Disabilities Act.

**14. ENTIRETY OF AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements of the parties.

**15. SEVERABILITY**

In the event that any provision of this Agreement be declared or found to be illegal, unenforceable, ineffective or void by any court of law, then each party shall be relieved of any obligations arising in such provision; the balance of this Agreement, if capable of performance, shall remain in full force and effect.

**16. BINDING EFFECT**

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

**17. NO WAIVER**

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

**18. ATTORNEYS' FEES**

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, "the party prevailing" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

**19. JURISDICTION AND VENUE**

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure sections 394 and 395.

**20. NONDISCRIMINATORY EMPLOYMENT**

In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, political affiliation, sex, age or sexual orientation. This policy does not require the employment of unqualified persons.

CONTRACTOR further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1974, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Welfare and Institutions Code Section 10000, CDSS MPP Division 21, and other applicable federal and state laws to ensure that employment practices are non-discriminatory.

CONTRACTOR shall comply with United State Executive Order 11246, entitled "Equal Employment Opportunity." United States Executive Order 11375 and supplemented in 45 CFR, Part 60, amends this. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

**21. HUMBOLDT COUNTY NUCLEAR FREE ORDINANCE COMPLIANCE**

CONTRACTOR certifies by its signature below that CONTRACTOR is not a nuclear weapons contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the forgoing certification is false or if CONTRACTOR becomes a nuclear weapons contractor.

**22. HOLD HARMLESS/INDEMNIFICATION**

COUNTY shall defend, indemnify, and hold harmless CONTRACTOR, its officers, officials, employees and volunteers, for any liability for injury to or death of any person or damage to or loss of any property caused by any negligent or wrongful act or omission occurring in the performance of this Agreement by COUNTY, and CONTRACTOR shall defend, indemnify and hold harmless COUNTY, its officers, officials, employees and volunteers for any liability for injury to or death of any person or damage to or loss of any property caused by any negligent or wrongful act or omission occurring in the performance of this Agreement by CONTRACTOR.

**23. INSURANCE**

**23.1** This Agreement shall not be executed by COUNTY and CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

**23.2** Without limiting CONTRACTOR'S indemnification obligations provided for herein, CONTRACTOR shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONTRACTOR, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used,



either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.

2. Automobile/Motor Liability Insurance with a limit of liability of not less than one million dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all "owned," "hired," and "non-owned" vehicles or coverage for "any auto."
3. Workers Compensation and Employers Liability Insurance providing workers' compensation benefits as required by the Labor Code of the State of California. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees. In all cases, the above insurance shall include Employers Liability coverage with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and disease.
4. Insurance certificates:  
County of Humboldt  
Attn: Risk Management  
825 Fifth Street, Room 131  
Eureka, CA 95501

**23.3 Special Insurance Requirements.** Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive General Liability Policy shall provide that COUNTY, its officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:
  - a. Includes contractual liability.
  - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards."
  - c. Is primary insurance as regards to County of Humboldt.
  - d. Does not contain a pro-rata, excess only, and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insured's clause.
2. The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice

provisions set forth under **Section 11 (NOTICES)**. It is further understood that CONTRACTOR shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.

3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this project, CONTRACTOR'S insurance is primary coverage to COUNTY, and any insurance or self-insurance programs maintained by COUNTY are excess to CONTRACTOR'S insurance and will not be called upon to contribute with it.
5. Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, officials, employees, and volunteers.
6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements affecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by COUNTY'S Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to CONTRACTOR under this Contract.
7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and CONTRACTOR shall be required to purchase additional coverage to meet the aggregate limits set forth above.

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

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

Authorized CONTRACTOR Signatures:

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

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

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

Name of Corporation:

\_\_\_\_\_

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

Authorized CONTRACTOR Signatures:

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

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

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

Name of Corporation:

\_\_\_\_\_

County Counsel approved as to form:

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

Insurance certificates reviewed and approved:

County Risk Manager:

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

County Purchasing Agent:

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

County Treasurer-Tax Collector:

\_\_\_\_\_

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

# Exhibit D: Reference Data Sheet, RFP #1-15-RP

Submit With RFP

## REFERENCE DATA SHEET

Provide a minimum of three (3) current references with name, address, contact person, and telephone number whose scope of business or services is similar to those of Humboldt County, preferably in California. Previous business with the County does not qualify.

<b>NAME OF FIRM:</b>			
<b>STREET ADDRESS:</b>			
<b>CITY, STATE, ZIP</b>			
<b>CONTACT PERSON:</b>		<b>EMAIL:</b>	
<b>PHONE #:</b>		<b>FAX #:</b>	
<b>Product(s) and/or Service(s) Used:</b>			
<hr/>			
<b>NAME OF FIRM:</b>			
<b>STREET ADDRESS:</b>			
<b>CITY, STATE, ZIP</b>			
<b>CONTACT PERSON:</b>		<b>EMAIL:</b>	
<b>PHONE #:</b>		<b>FAX #:</b>	
<b>Product(s) and/or Service(s) Used:</b>			
<hr/>			
<b>NAME OF FIRM:</b>			
<b>STREET ADDRESS:</b>			
<b>CITY, STATE, ZIP</b>			
<b>CONTACT PERSON:</b>		<b>EMAIL:</b>	
<b>PHONE #:</b>		<b>FAX #:</b>	
<b>Product(s) and/or Service(s) Used:</b>			