



A Tradition of Stewardship
A Commitment to Service

**Treasurer – Tax Collector
Central Collections**

1195 Third St.
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Napa, CA 94559
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Tamie R Frasier
Treasurer – Tax Collector

REQUEST FOR PROPOSALS

BY

NAPA COUNTY

FOR

TREASURY MANAGEMENT CONSULTING SERVICES

Issued: November 15, 2013

Proposals Due: December 20, 2013 No later than 5:00 p.m., PST

Tamie R. Frasier
Napa County
Treasurer-Tax Collector's Office
1195 Third Street, Suite 108
Napa CA 94559
Phone: 707-253-4320

Located in the heart of California's pre-eminent wine region, Napa County is also part of the dynamic San Francisco Bay metropolitan area. The county is home to 130,000 residents who share a strong sense of community and a legacy of preserving and protecting their rich agricultural heritage. A general law county, Napa County is governed by a five-member Board of Supervisors, who appoints a County Executive Officer. The Treasurer-Tax Collector is one of five independently elected officials that act as department heads.

The Treasurer-Tax Collector's Office serves as the banker, tax collector, collection agent, and investment officer for Napa County. The Treasurer-Tax Collector manages all county funds in order to gain a market rate of return with low risk and high liquidity, including investing the county's portfolio of pooled funds. The Treasurer-Tax Collector works with all county departments to ensure that funds are received, deposited, and reconciled as quickly and accurately as possible. The Treasurer-Tax Collector administers and monitors the deposit accounts and wire transactions of all county agencies and contracts with banks for financial services.

The Treasurer-Tax Collector seeks Proposers with a strong track record of success in Treasury Management Consulting to assist in the solicitation, selection and establishment of a banking services contract.

Intent of this RFP

It is the intent of the Treasurer-Tax Collector to identify the most responsive and qualified Proposer(s) in order to negotiate and enter into a contract for Consultant Services to prepare and implement a Request for Proposals for Banking Services. Proposers are not guaranteed a contract.

Contract period is anticipated to be March 1, 2014 to February 28, 2015, with the option to extend the contract for an additional year. Actual contract periods may vary, depending upon service and program needs at the County’s sole, absolute discretion. Contractor selected must be available to commence work on or before March 3, 2014.

Schedule*

RFP Issued	11/15/13
Deadline for RFP questions	11/27/13, 5pm pst
Answers to RFP questions	12/3/13
Deadline for proposals	12/20/13, 5pm pst
Notice of award recommendation	1/31/14
Contract Award	2/8/14
Contract begins	3/3/14

*Dates subject to change. Check website for latest schedule.

RFP Questions and Communications

To ensure fair and equal access to information about this RFP, e-mail your questions to Tamie R. Frasier at treasurer@countyofnapa.org.

Questions must be submitted in written or email format and received before 5:00pm PT on November 27, 2013. No questions will be accepted after this time.

The questions and answers pertaining to this RFP will be posted on the County’s website at <http://www.countyofnapa.org/Procurement/> no later than December 3 2013. All questions and answers will be attached to the RFP as an addendum.

Except for the above named contact, a potential Proposer should not contact County staff regarding any aspect of the RFP. If such contact is made, the County reserves the right to reject the proposal.

No prior, current or post award verbal conversations or agreements with any officer, agent, or employee of the County or any other person or entity shall affect or modify any terms or obligations of the RFP or any agreement resulting from this process.

1. Introduction

General terms used in this RFP.

Proposer – refers to any entity submitting a proposal to this Request for Proposals (“RFP”).

Contractor – refers to the Proposer awarded a contract for services under this RFP.

1.1 Statement of Need and Intent

The Napa County Treasurer-Tax Collector seeks proposals from Proposers with demonstrated experience in Treasury Management Consulting to study existing banking services, recommend appropriate levels of future banking services for the County, and assist County to develop and implement the Request for Proposals process for the acquisition of Banking Services. The Treasurer-Tax Collector’s current banking services relationship has been in place for ten years. We are seeking a consultant with broad and deep knowledge of treasury management to advise on best practices in securing a banking services contract. The successful Proposer will also be expected to assist in contract negotiation.

The contractor providing consultation services for the development, implementation, and negotiation of a Banking Services contract cannot be considered as a candidate for any Banking Services contract awarded as a result of their consultation.

The contractor providing consultation services for the development, implementation, and negotiation of a Banking Services contract will be required to sign a Conflict of Interest Affidavit attesting that they have no financial ties or interest in the candidate selected for the Banking Services contract.

The Treasurer-Tax Collector ultimately needs to establish a banking relationship that takes advantage of the current products available in the marketplace at competitive rates and fees.

1.2 Background

The Office of the Treasurer-Tax Collector serves as the banker, tax collector, collection agent, and investment officer for Napa County. The Treasurer-Tax Collector manages all County funds in order to gain the market rate of return with low risk and high liquidity, including investing the County’s portfolio of pooled funds. The Treasurer-Tax Collector works with all County departments to ensure that funds are received, deposited, and reconciled as quickly and accurately as possible, so as to provide a market rate of return and investment returns for the people of Napa County. The Department administers and monitors the deposit accounts and wire transactions of all County agencies and contracts with banks and other vendors for financial services.

Charts and reports describing the Treasurer-Tax Collector and its current banking structure have been appended for review by potential Proposers. The charts may not reflect all activities or accounts. In addition, the County’s sample form of contract is attached.

2. Scope of Work and Qualifications

This scope of work and qualifications is intended as a general guide to the work the Treasurer-Tax Collector expects to be performed and is not a complete listing of all services and requirements that may be required or desired.

To minimize duplication of effort and to allow Napa County to coordinate data requests and data available for the services requested within this RFP, as well as for previous and future projects, the selected Contractors' findings and data may be shared by the Treasurer-Tax Collector with other Napa County contracting agencies as deemed appropriate by the Treasurer-Tax Collector.

2.1 Scope of Work

Selected Contractor will work closely with the Treasurer-Tax Collector to assist in developing and implementing an RFP for Banking Services, including, but not limited to:

- Reviewing current structure and organization of Napa County and its operations
- Analyzing current bank account architecture in relation to Napa County's operations, existing banking services and products
- Meeting with individual departments
- Defining a scope of work and resources needed for completing the RFP (IT, finance, accounting)
- Drafting the RFP
- Developing a scorecard and criteria for evaluating responses
- Organizing interviews of respondents
- Assisting with answering questions from respondents
- Negotiating contract terms, including the Scope of Work for banking contracts

The scope of this engagement may include consulting on a Request for Proposals for Banking Services. The Treasurer-Tax Collector desires to complete the process for Banking Services and be under contract by January 1, 2015.

2.2 Qualifications

Minimum Qualifications for Banking Services RFP Consulting:

- a. Knowledge of banking products and services, operations and platforms offered by leading local, regional, national, or global financial institutions
- b. Expertise in treasury and depository agreements for local governments similar in complexity to Napa County (agreements for banking, electronic funds transfer (wire, ACH), remote deposit, EDI, lockbox, trust and escrow agreements)
- c. Knowledge of treasury services, including, but not limited to:
 - Treasury reporting
 - Controlled disbursements
 - Account reconciliation and positive pay
 - Rollup (ZBA) and depository plus accounts

- Collateralization of public funds
 - Compensating balances and earnings credit
 - Bank regulatory and statutory requirements
 - Bank security issued and fraud prevention
 - Federal Reserve System processes
 - Bank credit evaluation
- d. Knowledge and familiarity with third party software applications, vendors and pricing
 - e. Knowledge of industry products and practices to address accounting, regulatory aspects of treasury and structural banking issues
 - f. Project management experience
 - g. Understanding of integration and interface of treasury cash management systems with accounting software, banking services and platforms
 - h. Availability of tools for data analysis, RFP preparation and vendor evaluation
 - i. Strong negotiation skills and history of successful contract negotiations

Desired Qualifications for Engagement:

- a. Library of best practice information for use in comparison and benchmarking
- b. Availability of quality communication tools including secure extranets, conference capabilities that are deployed quickly and inexpensively
- c. Knowledge of social responsibility practices, including those affecting the local community

3. Proposal Submission Requirements

3.1 Submission

3.1.1 Time and Place for Submission of Proposals

Proposals must be received by 5:00 pm PT, on December 20, 2013. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered in person, by commercial courier service, or by US Postal Service to the attention of Treasurer-Tax Collector's Office:

Tamie R. Frasier, Treasurer-Tax Collector
 Napa County Treasurer-Tax Collector's Office
 RFP: Treasury Management Consulting Services
 1195 Third St., Ste. 108
 Napa, CA 94559

No faxed or emailed copies will be accepted.

3.1.2 Accompanying Letter of Transmittal

A letter of transmittal shall be submitted with the proposal and must contain at a minimum the following:

- a. Clearly noted title of the RFP that is being proposed;
- b. Identification of the Proposer who will have authorization to commit to the contractual terms and conditions along with the name, title, address, telephone number, and email address of the contact person during the proposal evaluation phase;
- c. Acknowledgment of receipt of all RFP addenda, if any;
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal;
- e. Signature of person authorized to bind Proposer to the terms of the proposal; and
- f. A statement to the effect that by signing the letter of transmittal, Proposer is attesting that all information submitted with the proposal is true and correct.

3.1.3 Number of Electronic and Printed Copies of Proposals to Submit

Proposers shall submit one (1) complete electronic copy on disk or flash drive, one (1) printed copy marked as original and containing an original authorized signature, and four (4) copies of the signed proposal in a sealed envelope clearly marked Treasury Management Consulting Services and addressed as shown above, bearing the Proposer's name and address and clearly marked proposal title, "Napa County – Request for Proposals for Treasury Management Consulting Services.

Proposals that are submitted by fax or email will not be accepted.

3.1.4 No Late Proposals

The proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Proposer. Late submissions will not be considered.

Proposals and amendments to the proposals received after the date and time specified above will be rejected without consideration or evaluation and returned to the Proposer unopened.

3.1.5 Insufficient Copies

Proposals received with insufficient copies cannot be properly disseminated to the RFP reviewers for necessary action and therefore may be deemed non-responsive to the RFP and rejected without further evaluation.

3.1.6 Proposers' Responsibility for Proposal

Proposers shall be entirely responsible for any consequences resulting from any inadvertent opening of unsealed or improperly identified packages. It is the Proposer's sole responsibility to see that its proposal is received as required.

3.1.7 Withdrawal of Proposal

Proposers may withdraw a proposal by submitting a written request for its withdrawal to Tamie Frasier, Treasurer-Tax Collector, and signed by the Proposer or an authorized agent at any time prior to the proposal submission deadline. The Proposer may

thereafter submit a new proposal prior to the deadline. Modifications offered in any manner, oral or written, will not be considered after the deadline unless requested by Napa County.

3.1.8 Representation and Warranty by Proposer

By submitting a proposal, the Proposer represents and warrants that:

- a. The information provided is genuine and not a sham, collusive, or made in the interest or on behalf of any party not therein named, and that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham proposal, or any other Proposer to refrain from presenting information and that the prospective provider has not in any manner sought by collusion to secure an advantage.
- b. The Proposer has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of an exclusive operating area, to any employee, official, or existing contracting consultant of Napa County.
- c. The Proposer has thoroughly examined and become familiar with the services required under the RFP and that it is capable of performing the quality of services necessary to achieve the County's objectives and the scope of work herein.

3.1.9 Addenda to RFP

The County reserves the right to revise the RFP documents. Any County changes to the requirements will be made by written addenda to the RFP. Any written addenda issued pertaining to the RFP may be incorporated into the terms and conditions of any contract resulting from the RFP. The County will not be bound to any modifications to or deviations from the requirements set forth in the RFP as the result of oral instructions. Proposers shall include a signed copy and acknowledge all issued addenda in their proposal. Failure to include and acknowledge all addenda shall cause the proposal to be deemed non-responsive to the RFP and rejected without further evaluation.

3.2 Format

Complete, but concise, proposals are recommended for ease of review by the Evaluation Team. Proposals should provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Marketing and sales type information should be excluded. All parts, pages, figures, and tables should be numbered and clearly labeled. The proposal should clearly state it is for Banking Services. If your response is lengthy, please include a Table of Contents.

Each submitted proposal packet must include an original printed proposal (with original signature(s)) labeled as "Original."

3.3 Content

Firms interested in responding to this RFP must submit the following information, in the order specified below:

3.3.1 Introduction and Executive Summary (up to 2 pages)

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal. The introduction must state the proposal is for Banking Services.

3.3.2 Project Approach (up to 10 pages)

Describe the services and activities that your firm proposes to provide to the County. Include the following information:

- a. Overall scope of work
- b. Timeline and specific tasks
- c. Schedule and ability to complete the project within the County's required time frame
- d. Assignment of work within your firm's work team
- e. Availability to work on the scope of work

3.3.3 Qualifications (up to 6 pages)

Provide information on your background and qualifications which addresses the following:

- a. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
- b. A brief description of your practice, as well as how any joint venture or association would be structured.
- c. Name, address, and telephone number of the Proposer's point of contact for a contract resulting from this RFP.
- d. Company background/history and why Proposer is qualified to provide the services described in this RFP.
- e. A brief description of the length of time Proposer has been providing services described in this RFP.
- f. A description of up to four projects similar in size and scope prepared by your firm including reference telephone numbers, staff members who worked on each project, budget, schedule and project summary. Descriptions should be limited to one page for each project.
- g. A complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal.

If joint or sub-consultants are proposed, provide the above information for each.

3.3.4 Team Qualifications, if applicable (up to 2 pages)

Provide a list identifying:

- a. Each key person on the project team
- b. The project manager
- c. The role each will play in the project
- d. A written assurance the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the County's prior approval.

Provide a description of the experience and qualifications of the project team members, including brief resumes if necessary.

3.3.5 References (up to 1 page)

Provide reference for all team members, including the lead consultant, lead project manager, and all sub-consultants, if applicable. Please include the name, address, and telephone number of at least 2, but no more than 3, recent references.

3.4 Fee Proposal

The County intends to award this contract to the firm that it considers will provide the best overall program services. The County reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request. The Proposer shall submit a project timeline, payment schedule, and total cost for completion for the project described in this Request for Proposal. All hourly rates, fees, and reimbursable costs must be clearly stated. The Proposer is asked to itemize the cost of each section of the scope of work in the total cost for completion. The Proposer may itemize costs further by task and subtask, if desired.

4. Evaluation Criteria

This section describes the guidelines used for analyzing and evaluating the proposals. It is the Treasurer-Tax Collector's intent to select Proposer(s) for contract negotiations that will provide the best overall service package inclusive of fee considerations. Award will be made to the Proposer offering the most advantageous proposal after consideration of the evaluation criteria set forth below. The County shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all proposals have been evaluated. Proposers selected for contract negotiations are not guaranteed a contract. This RFP does not in any way limit the Treasurer-Tax Collector's right to solicit contracts for similar or identical services if, in the Treasurer-Tax Collector's sole and absolute discretion, it determines the proposals are inadequate to satisfy its needs.

4.1 Evaluation Team

County representatives will serve as the Evaluation Team responsible for evaluating Proposers. Specifically, the team will be responsible for the evaluation and rating of the proposals, for conducting reference checks, and for interviews, if desired by the Treasurer-Tax Collector.

4.2 Minimum Qualifications

Any proposal that does not demonstrate that the Proposer meets the minimum qualifications (see section 2.2) by the proposal deadline may be considered non-responsive and may not be evaluated or eligible for award of any subsequent contract(s).

4.3 Proposal Evaluation Criteria (100 points)

Each proposal will be evaluated in accordance with the criteria below.

a. Quality of Proposal (10 points)

- 1) Conformance with and applicability of information to RFP requirements
- 2) Clarity of organization and exposition
- 3) Overall quality of presentation including completeness and accuracy of information

b. Qualifications (40 points)

Does the proposal clearly and specifically demonstrate and/or include:

- 1) Experience with treasury management consulting exceeding the Minimum Qualifications?
- 2) Experience performing treasury management consulting projects for similar entities, both in size and scope of services?
- 3) Quality, comparability, and applicability of recently completed projects including scope, level of effort, costs, timelines, deliverables and outcomes?
- 4) Proposed staff's direct experience providing treasury management consulting?

c. Approach and Methodology (40 points)

Does the proposal include sufficient details to demonstrate the Proposer's:

- 1) Understanding of the project, the tasks to be performed and the deliverables and outcomes desired by the Treasurer-Tax Collector?
- 2) Clarity of staff roles and responsibilities?
- 3) Clarity of costs, work efforts, and timeframes for the services described in this RFP?
- 4) Ability to effectively use project management, analytical, interpersonal, oral, written and presentation skills to successfully complete the project and communicate effectively with people of diverse backgrounds, abilities, and expectations?

d. Proposed Fees (10 points)

4.4 Contractor Selection Processes

4.4.1 Selection Interviews

Following the Proposal Evaluation process, up to three of the highest scoring Proposers may be invited to interviews with the Evaluation Team. Interviews, if pursued by the Treasurer-Tax Collector, will consist of standard questions asked of selected Proposers, and specific questions regarding individual proposals. Interviews will be worth 100 points. Points awarded for interviews will be combined with the points awarded during the Proposal Evaluation process. The lead staff members that will be assigned to the project should be present for the interview.

4.4.2 Reference Checks

Reference checks will be used to determine the applicability of Proposer experience to the services the Treasurer-Tax Collector is requesting, and the quality of services and staffing, including adherence to schedules/budgets and Proposer's problem-solving, project management, and communication abilities, as well as effectiveness of performance, deliverables and outcomes. The County reserves the right to contact references not provided in the submittal.

The Proposer should provide a minimum of three (3) references from similar projects performed for any local government clients within the last three years. Information provided shall include:

- a. Client name;
- b. Project description;
- c. Project dates (starting and ending);
- d. Staff assigned to project;
- e. Client project manager name and telephone number.

4.4.3 Negotiations:

- a. Negotiations will be initiated with the highest ranked Proposer to determine the contract terms and conditions. The County retains the right to terminate negotiations with the highest ranked Proposer and open negotiations with the next highest ranked Proposer. The Treasurer-Tax Collector, in its sole discretion, has the right to approve or disapprove any staff person assigned to its projects before and throughout the contract term. The Treasurer-Tax Collector reserves the right at any time to approve, disapprove, or modify proposed project plans, timelines, and deliverables. No award is final until a contract has been signed by the successful Proposer and Napa County.
- b. At any time during the evaluation process, the County may request "Best and Final" offers based upon the County's improved understanding of the offers or changed scope of work. Based on the initial proposals, further clarification and/or revision of proposals, and Best and Final offers, if requested, the evaluation committee will

recommend the proposal that provides the best value to the County. The County may negotiate final pricing, scope of work and a contract form with the successful Proposer.

4.4.4 Because this proposal is negotiable, all proposals and pricing data shall remain confidential until after an award recommendation is made, and there shall be no public opening and reading of proposals.

5. Other Terms and Conditions

5.1 Recycled Content Paper

It is recommended that all written documentation submitted to the County be printed on paper containing at least 30% post-consumer recycled content. All written documentation shall be double-sided (duplex) where practicable.

5.2 Local Vendor Preference Policy

Napa County has a local vendor preference that covers the acquisition of requested services. Local vendors will be awarded contracts for services where qualifications are determined by the reviewing panel to be otherwise equal, unless such preference is not allowable by law. For this matter, a local vendor is a vendor who has a billing address located within Napa County. Where appropriate, out of county vendors are encouraged to subcontract with qualified local vendors.

5.3 Insurance and Contract Requirements

5.3.1 Proposers are expected to review the County's standard Professional Services Agreement (PSA) attached as 'Exhibit 3' and be prepared to comply with all requirements therein. The PSA will be the contract format used for this project. If a Proposer accepts the PSA with qualifications, those contract terms requiring modification must be identified, along with suggested language for the modification, as part of the proposal. If no modifications are noted, then County will assume the Proposer is capable of performing all contract tasks and services without reservation or qualification to the PSA. The acceptance of any suggested modification shall be at the sole discretion of the County.

5.3.2 Proposers are directed to review the County's insurance requirements as detailed in the attached PSA (Paragraphs 7a-e). The successful Proposer will be required to submit evidence of ability to provide insurance in the amounts and coverages as required in the PSA before the award of the contract. Proposers who are unable to meet all of the County's insurance requirements may submit with their proposal an alternative plan for obtaining insurance that will adequately mitigate the risks associated with providing the RFP services. Any alternative insurance coverage request is subject to review and approval by County Counsel and the Napa County Risk

Manager. Failure to meet the Napa County insurance requirements (as determined by County Counsel and County Risk Management) may be sufficient reason for disqualification from the selection process.

5.3.3 The successful Proposer for the RFP will be expected to enter into a written Professional Services Agreement (PSA) (Exhibit 3) with the County. The PSA will include the requirements to provide the services identified in the RFP and will incorporate all terms and conditions set forth in the RFP and may include other provisions deemed appropriate by the County Counsel. All provisions of the PSA must be in compliance with applicable county, state and federal laws, rules and regulations. The resulting PSA may include any written material made as part of the proposal. This material may include, but is not limited to, answers to questions contained in the RFP, letters, facsimile and product literature if applicable.

5.4 Proposal Preparation Expenses

The County shall not in any event be liable for any expenses incurred by Proposer in the preparation of its proposal. Proposer shall not include any such expenses as part of its proposal. Proposal preparation expenses include the following: attendance at a non-mandatory pre-submittal conference, if any; costs incurred in preparation of this proposal; submitting the proposal to the County; attendance at any interviews relating to the RFP; negotiating with the County on any matter related to the RFP; or, any other expenses incurred by Proposer prior to the date an agreement is executed.

5.5 Additional Information

The County reserves the right to request additional information not included in this RFP from any or all Proposers after December 20, 2013. Any modification, amendment, addition or alteration to any submission must be presented, in writing, executed by an authorized person or persons, and submitted prior to the final date for submissions. No amendments, additions or alterations will be accepted after the time and date specified as the submission deadline unless requested by the County.

5.6 Provision of Information to Proposers

Any documents provided by the Proposers are considered confidential until a recommendation for award has been made. After that, the information is public record and will be provided to anyone who requests it. However, if the documents contain any proprietary information, the portion of the documents containing the proprietary information will be withheld. Proprietary information should be clearly marked and include an explanation of why information is proprietary. If the withholding of information marked Proprietary is challenged in court, any cost to defend the withholding of information will be the sole responsibility of the Proposer who marked the information proprietary. After an award recommendation has been made, the County may share with an unsuccessful Proposer the reasons that the Proposer's proposal was not selected.

5.7 Non-Return of Proposals

None of the materials submitted will be returned to the Proposer unless they are not submitted in a timely manner.

5.8 County's Rights

The County reserves the right to:

- a. Issue new or subsequent RFPs;
- b. For any reasons, reject any and all proposals;
- c. For any reasons, withdraw or cancel this RFP, or any part thereof at any time without prior notice and the County makes no representations that any contract will be awarded to any Proposer responding to the RFP;
- d. Require confirmation of information furnished by Proposer or for the Proposer to provide additional evidence of qualifications to perform the work or to obtain information from any source that has the potential to improve the understanding and evaluation of the proposals;
- e. Reject the proposal of any Proposer who previously failed to perform properly, or complete on time, contracts of a similar nature;
- f. Reject the proposal of any Proposer who is in default of the payment of taxes, or other monies due to County;
- g. Postpone RFPs openings for its own convenience;
- h. Release the proposals, received as public information, upon request after negotiations have been complete and an award recommendation has been made (submitted proposals are not to be copyrighted);
- i. Remedy or overlook technical errors in the RFP process;
- j. Appoint an Evaluation Committee to review the proposals;
- k. Establish a short list of Proposers eligible for interview after review of written proposals;
- l. Negotiate with any, all or none of the Proposers to the RFP;
- m. Solicit best and final offers from all or some of the Proposers;
- n. Award a contract to one or more Proposers; and
- o. Waive informalities and minor irregularities in the submitted proposals.

5.9 Nonconforming Terms and Conditions

Any proposal that includes terms and conditions that do not conform to the terms and conditions in this RFP is subject to rejection as non-responsive. County reserves the right to waive any informalities or minor irregularities in connection with proposals received.

6. Protest Procedures

The County's protest process is as follows:

6.1 Filing of Protest.

Protests may be filed by any directly affected party who is aggrieved in connection with the solicitation or award of a contract issued through a formal sealed solicitation. Such protests must be filed in writing with:

Napa County
Purchasing Agent
1195 Third Street, Room 310
Napa, CA 94559

6.2 Filing Deadline

Protests must be filed in writing within five (5) working days from the time of the occurrence generating the protest. Protests received after this time will not be considered. Any protest shall include the following information:

- a. The date and action taken resulting in a protest, and
- b. Identification of the material issue, including a detailed explanation of the basis for the protest and the remedy sought.

6.3 Resolution Process.

6.3.1. Informal Resolution.

Upon receipt of a protest, the Purchasing Agent will convene, at the earliest possible convenience, discussions between the protesting party and appropriate County staff to seek informal resolution and/or to clarify the issues.

6.3.2 Response to Protest/Appeal.

If the protest is not resolved by mutual agreement, the Purchasing Agent shall provide a written response to the protesting party within fifteen (15) working days following the informal meeting. County Counsel shall be consulted before the written response is issued. The response shall state the Purchasing Agent's decision, the facts supporting the decision, and shall inform the protesting party of its right to appeal the decision to the Board of Supervisors.

6.4 Appeal to the Board of Supervisors.

In the event that the informal resolution procedure is unsuccessful, the protesting party may request an appeal hearing before the Board of Supervisors by filing a written request with the Clerk of the Board no later than five (5) working days after notification of the Purchasing Agent's decision. Any appeal hearing shall be scheduled within thirty (30) working days from the date the request is received by the Clerk of the Board. The Clerk of the Board shall notify the

appellant by personal service of the scheduled hearing date not less than ten (10) working days from the date of hearing.

The appellant shall have the right to testify at the hearing, to be represented by counsel, to present witnesses on his/her behalf, and to present oral and written documents and evidence on the issue(s).

After the conclusion of the hearing, the Board of Supervisors shall make findings of fact and a decision concerning the issue(s).

6.5 Stay of Procurement Action during a Protest.

In the event of a timely protest under this section, the County shall not proceed further with the solicitation or the award of the contract or purchase order until the protest is resolved, unless the Purchasing Agent, in consultation with the head of the relevant County department and County Counsel, makes a written determination that the award of the contract without further delay is necessary to protect a substantial interest of the County.

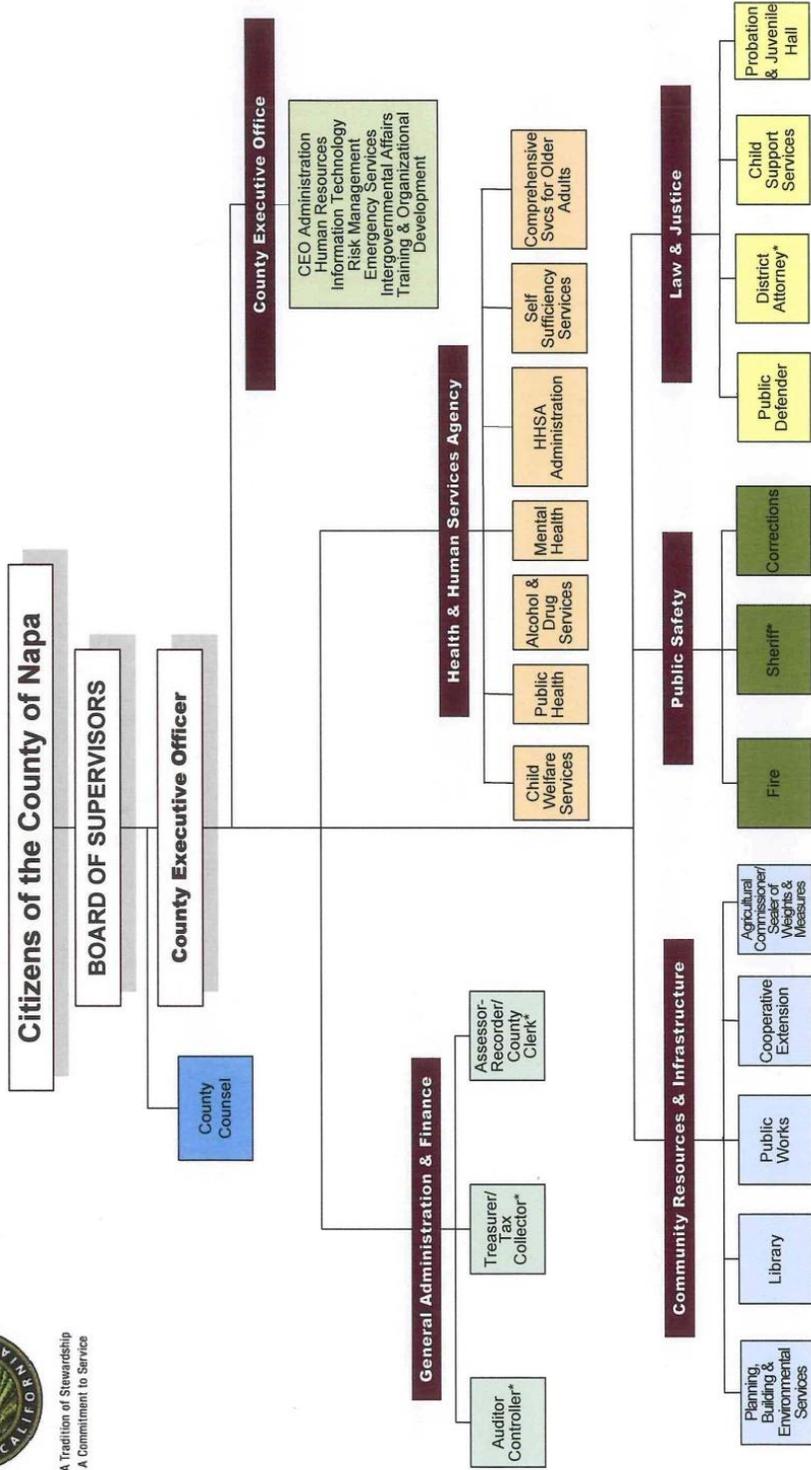
7. Attachments

- Exhibit 1 - County of Napa Organizational Chart
- Exhibit 2 - County Bank Services & Account Structure
- Exhibit 3 - Sample form of Professional Services Agreement (PSA)



A Tradition of Stewardship
A Commitment to Service

NAPA COUNTY ORGANIZATIONAL CHART



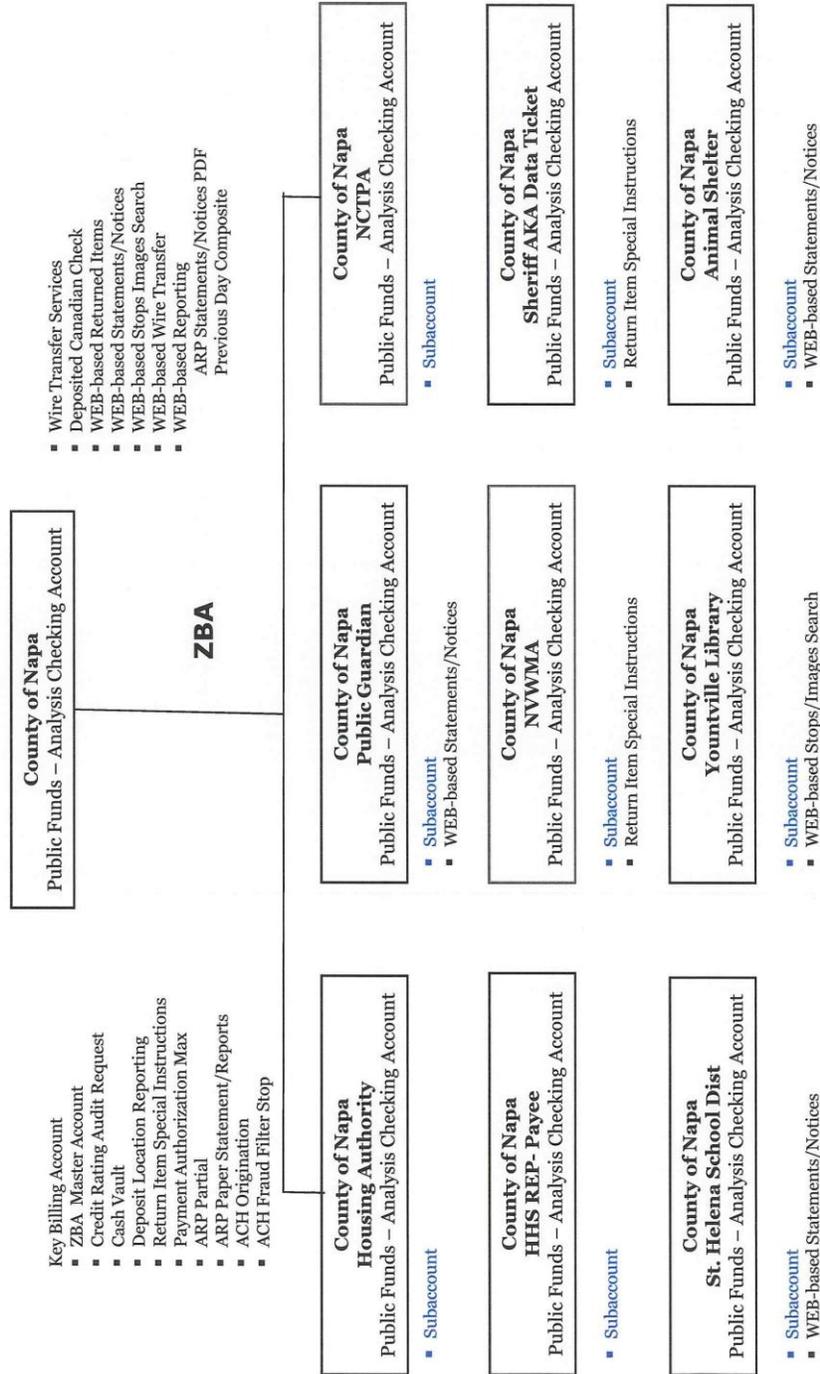
* Elected

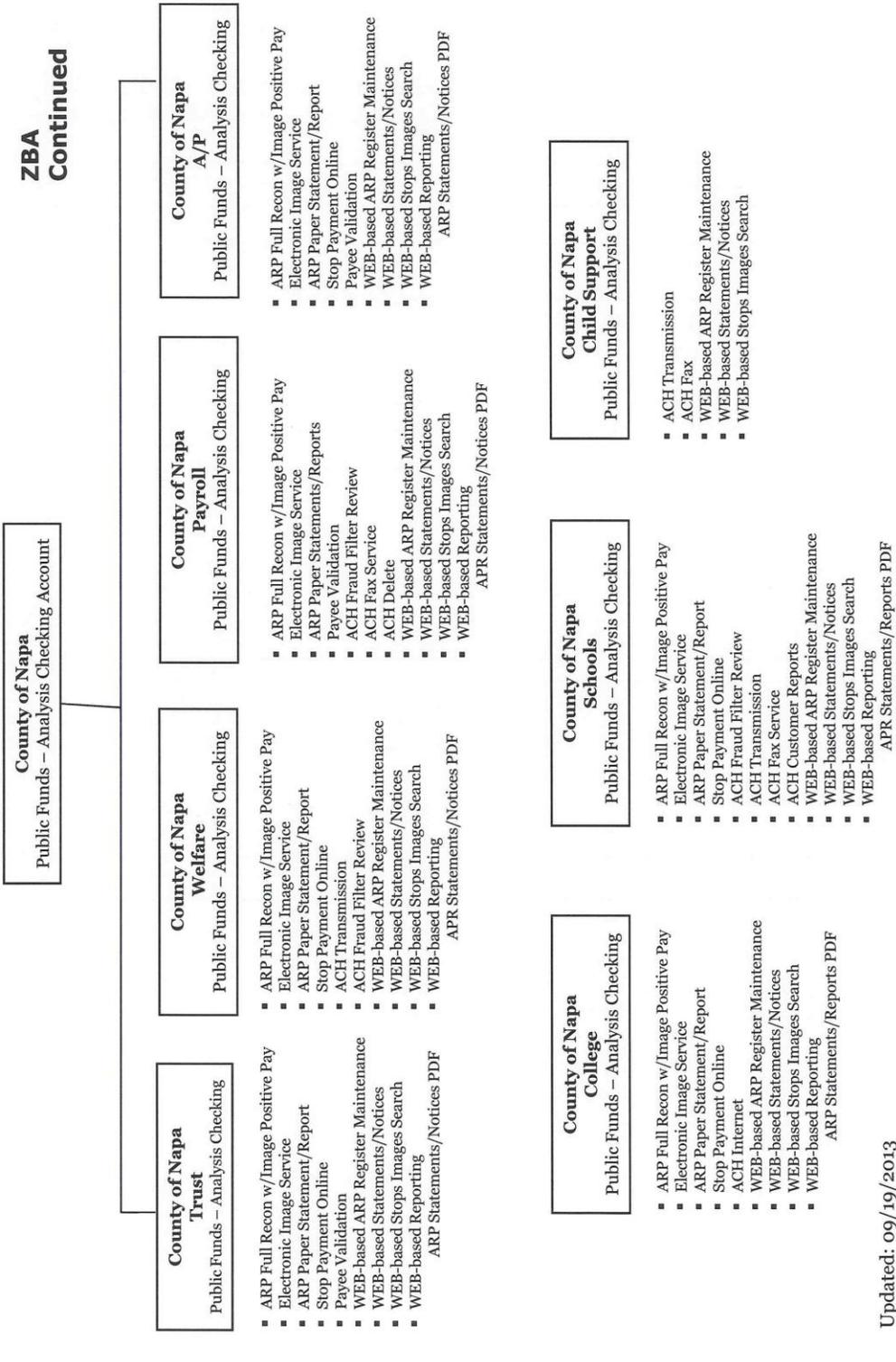
Revised April 2013

Exhibit 1

County of Napa - Account structure - BANK #1

Exhibit 2A





ZBA Continued

Public Guardian Revolving
Public Funds – Commerical Chkg

- WEB-based Statements/Notices

Inmate Cash Account
Public Funds – Commerical Chkg

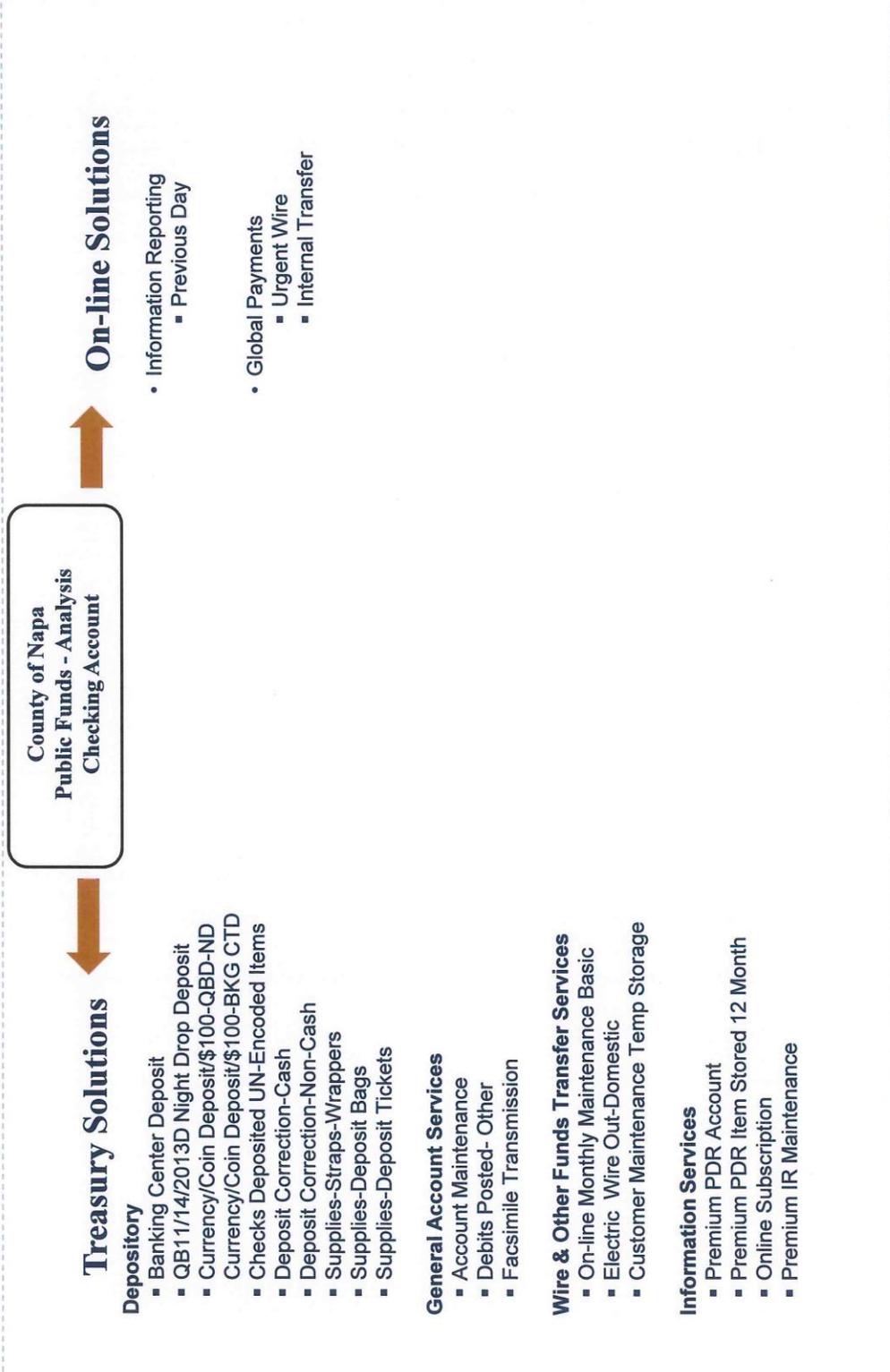
- ARP Full Recon w/Image Positive Pay
- ARP Paper Statements/Reports
- Payee Validation
- ACH Fraud Filter Stop
- ACH Fax Service
- ACH Delete
- WEB-based ARP Register Maintenance
- WEB-based Statements/Notices
- WEB-based Stops Images Search
- WEB-based Reporting
APR Statements/Notices PDF

NBRID - Sewer
Public Funds – Commerical Chkg

- ACH Fraud Filter Stop
- WEB-based Statements/Notices
- WEB-based Wire Transfer

NBRID -n Water
Public Funds – Commerical Chkg

- ACH Fraud Filter Stop
- WEB-based Statements/Notices
- WEB-based Wire Transfer



NAPA COUNTY AGREEMENT NO. _____

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, _____, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, acting by and through its Purchasing Agent, and _____ **[TYPE IN LEGAL NAME OF CONTRACTOR; IF THE CONTRACTOR USES A FICTITIOUS BUSINESS NAME AS WELL, ADD “doing business as _____”; IF THE CONTRACTOR IS A CORPORATION, ADD THE STATE OF INCORPORATION BY SAYING, “a _____ corporation”]**, whose mailing [or business] address is _____, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to _____; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; and

WHEREAS, because the aggregate compensation by COUNTY to CONTRACTOR through this and any prior agreements for the same services does not exceed \$61,200 annually (as adjusted annually beginning on July 1, 2013 to reflect the percentage change from April 1 of the prior year to April 1 of the current year in the California Consumer Price Index for all items, as determined by the California Department of Industrial Relations) and this Agreement does not exceed a total term, including renewals, of three (3) years, COUNTY's Purchasing Agent, or designee, is authorized by Napa County Code section 2.36.040(G) to execute this Agreement on behalf of COUNTY.

TERMS

NOW, THEREFORE, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on _____, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations

prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed _____ additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A", attached hereto and incorporated by reference herein.

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the [rate of _____].

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY. **[OR, USE THIS ALTERNATE LANGUAGE]** Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit "B."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of _____ (\$_____) for professional services and _____ (\$_____) for expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred. **[DELETE THE TWO REFERENCES TO EXPENSES IF (b) SAYS NO EXPENSES WILL BE REIMBURSED]**

4. **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Requests for reimbursement shall also describe the nature and cost of the expense and the date incurred. CONTRACTOR shall submit invoices not more often than _____ to the _____ **[INSERT POSITION TITLE]** who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the **[INSERT POSITION TITLE]** upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability

partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) **Workers' Compensation insurance.** To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) **Liability insurance.** CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) **General Liability.** Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) **Professional Liability/Errors and Omissions.** Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in

connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the **[INSERT NAME OF COUNTY DEPARTMENT MANAGING THE AGREEMENT]** prior to commencement of performance of any of CONTRACTOR's duties; shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying 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 company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer

shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.

8. Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees, volunteers, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

(c) Notwithstanding anything to the contrary in (a) or (b), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (c) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

9. Termination for Cause. If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within _____ () days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving _____ () days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby

authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

10. **Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least _____ days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

If, during the term of this Agreement or any extension thereof subsequent to the first fiscal year during the term, COUNTY is unable to appropriate sufficient funds to meet its obligations to CONTRACTOR under this Agreement, such funds are not otherwise available to COUNTY for this purposes, and there are no other legal procedures or available funds by or with which such obligations can be met, and such non-appropriation of funds has not resulted from any act or omission within the control of COUNTY; or, if the funds appropriated to meet such obligations were granted to COUNTY by any agency of the State of California, any federal government agency, or other source and such grant funds are discontinued or otherwise become unavailable to COUNTY during the term of the Agreement or any extension thereof, COUNTY, acting through its Napa County Executive Officer or designee thereof, shall have the right to terminate this Agreement by giving CONTRACTOR written notice of such termination at least thirty (30) days prior to the effective date of the termination. In the event of such termination, COUNTY shall be obligated to CONTRACTOR only for payment of compensation and reimbursement of expenses for services satisfactorily completed or incurred and for which invoices are submitted as of the effective date of such termination. The notice of termination shall include a certification by the Napa County Executive Officer or designee thereof that sufficient funds have not been made available to COUNTY to meet COUNTY's future obligations under the Agreement. In the event of termination under this Agreement, COUNTY shall not enter into a functionally similar agreement with a third party during the remainder of the then-current term, except that if during said period, funds again become available to COUNTY for such services, COUNTY shall offer to execute a new agreement with CONTRACTOR for such services with CONTRACTOR to expire no earlier than the expiration date of this Agreement had it not been terminated under this Paragraph, and on the same terms and conditions as set forth in this Agreement.

11. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data

to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

12. **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.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

CONTRACTOR

[Name]
[Address]

[Name]
[Address]

14. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein.

CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa “Policy for Maintaining a Harassment and Discrimination Free Work Environment” revised effective August 23, 2005.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY’s ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

15. **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through its _____ **[INSERT POSITION TITLE]**. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR’s work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as “Protected Information”), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere

to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 15.

(3) CONTRACTOR agrees to notify COUNTY immediately of any unauthorized access to or disclosure of Protected Information that it becomes aware of.

(4) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of COUNTY's Protected Information, or its unauthorized access to or disclosure of COUNTY's Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

16. No Assignments or Subcontracts.

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the _____ [INSERT POSITION TITLE].

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. Amendment/Modification. Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, through its Purchasing Agent or designee (as long as the total contract term, including all renewals, does not exceed three (3) years and the annual aggregate compensation paid to CONTRACTOR by COUNTY under this agreement will not exceed \$61,200 as adjusted annually beginning on July 1, 2013 to reflect the percentage change from April 1 of the prior year to April 1 of the current year in the California Consumer Price Index for all items, as determined by the California Department of Industrial Relations), or through its Board of Supervisors (in all other instances), in the form of an amendment of this Agreement,

may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit “A.” Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. Interpretation; Venue.

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. Compliance with Laws. CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof

as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY

may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder “assuming office”, “annual”, and “leaving office” Statements of Economic Interest as a “consultant”, as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation.

CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY’s Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

24. **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the public generally.

25. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

26. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

27. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

28. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

29. **Special Terms and Conditions. [RESERVED]**

[IF THERE ARE SPECIAL TERMS, DELETE “RESERVED” AND REPLACE WITH:]

CONTRACTOR shall adhere to the special terms and conditions set forth in Exhibit “___”, attached hereto and incorporated by reference herein.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

[TYPE IN LEGAL NAME OF CONTRACTOR; IF THE CONTRACTOR USES A FICTITIOUS BUSINESS NAME AS WELL, ADD “doing business as _____” FOLLOWED BY THE FICTITIOUS BUSINESS NAME]

By _____
[NAME] , [Title]

[IF CONTRACTOR IS A CORPORATION, EITHER ADD A SECOND SIGNATURE LINE AND MAKE SURE THAT ONE SIGNATURE IS BY THE CORPORATION'S PRESIDENT, VICE-PRESIDENT OR CHAIRMAN AND THE OTHER IS BY THE SECRETARY, TREASURER OR CHIEF FINANCIAL OFFICER OR OBTAIN AUTHORIZATION FROM THE CORPORATION FOR A SINGLE PERSON OR POSITION TO SIGN THE CORPORATION'S CONTRACTS]

By _____
[NAME] , [Title]

“CONTRACTOR”

COUNTY OF NAPA, a political subdivision of the State of California, acting by and through its Purchasing Agent

By _____
NANCY WATT, Napa County Executive/
Purchasing Agent

Acting as Purchasing Agent by delegation

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: _____</p> <p>Date: _____</p>
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EXHIBIT “A”

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT “B”

COMPENSATION AND EXPENSE REIMBURSEMENT

[DELETE “AND EXPENSE REIMBURSEMENT” IF EXPENSES ARE NOT BEING REIMBURSED]

ADDENDUM #1

NAPA COUNTY REQUEST FOR PROPOSAL TREASURY MANAGEMENT CONSULTING SERVICES

December 3, 2013

This addendum contains a listing of all questions and responses received by Napa County throughout the question period for this RFP, which ended on November 27, 2013.

Q1. Are Accounting and Finance activities centralized in a single location?

A. No.

Q2. Will the County assign any internal resources to this project, and if so, how much of their time will be devoted to the assignment?

A. The successful candidate will co-ordinate and work closely with the Treasurer-Tax Collector and Assistant Treasurer-Tax Collector, who will spend as much time as needed on this assignment.

Q3. What technology, if any, is used to support treasury related activities?

A. In addition to the use of PeopleSoft to record deposits, payments, and general ledger activities, we use a remittance processing system in conjunction with Check 21 to process the paper checks received for deposit. Secure on-line access with each bank is also used to produce daily activity reporting and to create and send wires and other transfers.

Q4. Does the County have a Treasury Management System (TMS)? If so, what banking activities are performed through the TMS? Does the County receive BAI data through the TMS?

A. Napa County does not have a TMS.

Q5. Does the County have any currency exposures besides USD?

A. No.

Q6. Can you describe (at a high level) the mechanisms / channels used today to collect receipts and disburse payments?

A. Currently, funds are received via wire, ACH, mail, armored car, and through face-to-face transactions. Disbursements are primarily made through the issuance of physical warrants; however, wire and ACH transactions are also used on a regular basis. Some departments and agencies also use third party vendors to accept on-line or IVR credit card payments.

Q7. What is the approximate amount of annual bank fees?

A. Approximately \$125,000 - \$150,000/year.

Q8. What is the approximate annual amount of credit/debit card collection transactions?

A. Approximately \$15,000,000/year.

Q9. Does the County have any restrictions regarding commingling of special funds?

A. Napa County has a few separate bank accounts for special funds, but the large majority is pooled and then tracked separately at the general ledger level.

Q10. Does the County have any credit requirements related to its banking service providers?

A. Only those required by California or federal law.

Q11. Please provide a recent monthly bank analysis statement for the accounts that will be included in the RFP.

A. This request is outside the scope of this RFP. Exhibits 2a and 2b reflect all services currently being used by Napa County.

Q12. Which of the following services does the county expect to include in the Banking services RFP?

- Lockbox
- Merchant Card Processing
- Procurement Card
- Integrated Payables
- Security Custody
- Line of Credit
- Payroll Card/Stored Value Card
- On-Site ATM
- Other

- A. The purpose and scope of the RFP (see Sections 1.1 and 2.1) is to retain a consultant who will determine and recommend appropriate banking services for Napa County. Exhibit 2 reflects current services in existing accounts. The County is open to exploring additional banking services and products suggested by the consultant and determined appropriate by the Treasurer-Tax Collector.

Q13. 3.4 Fee Proposal – Is Napa County looking to “Fixed Bid” this project or will your organization consider a “Time and Materials” bid? We have no issue submitting a detailed project plan and cost proposal, but we want to make sure we submit in the preferred format per the Napa County team.

- A. Napa County prefers a Fixed Bid format; however, this is not a low bid solicitation, rather a request for proposal where the lowest cost proposal will not necessarily be chosen. Please note in Section 3.4, Fee Proposal, we have requested total cost for the project and that all hourly rates, fees, and reimbursable costs be clearly stated.

Q14. Professional Services Agreement, Page 2, Section 3 – Compensation – Does Napa County prefer an “inclusive rate” be quoted for Consulting Services (hourly rate plus allowance for Travel Expenses) or an hourly rate with the Expenses Estimate quoted separately? Section 3b seems to indicate that no travel expenses will be reimbursed by the county, so we definitely want to clarify the expectations here.

- A. The attached PSA is a sample form of contract which provides language for either no expenses or negotiated expenses. The appropriate wording will be chosen based on final negotiations with the winning respondent.