



County of San Mateo

Request for Proposals (RFP) for Operational Banking Services

Treasurer – Tax Collector

RFP No. TRES 2021-001

Date issued:	11/05/2021
Questions due:	11/29/2021 – 5 p.m. (PST)
Proposal due:	01/03/2022 – 5 p.m. (PST)

RFP Contact: Carlos Lamas, clamas@smcgov.org

RFP Submission: Public Purchase

<https://www.publicpurchase.com/>

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SECTION I - INTRODUCTIONS & SCHEDULE

A. General

The County of San Mateo (the “County” or SMC) covers most of the San Francisco Peninsula. The region covers 744 mi² and is home to nearly 800,000 residents. The County is made up of 20 incorporated cities. The County provides for the health and welfare of all people within its borders and serves as the local government for the unincorporated areas. Innovation thrives here in industries including bioscience, computer software, green technology, hospitality, financial management, health care, education and transportation. The County prides itself on how that prosperity fosters its commitment to protecting and enhancing the health, safety, welfare and natural resources of the community.

The Tax Collector Program is responsible for administering, collecting, and reporting tax revenues levied annually for secured, unsecured, and supplemental taxes. The division is also responsible for the collection of the Transient Occupancy Tax (TOT), which is levied on the rent charged by the operator for the privilege of occupying a room or rooms or other living spaces in a hotel, inn, tourist home or house, motel, or other similar structure or portion thereof for a period of 30 days or less. In addition, the office collects Vehicle Rental Business License Tax (VRBLT) which is authorized under San Mateo County Ordinance Code Chapter 5.150. The County ordinance provides that the County of San Mateo collect Vehicle Rental Business License Tax from associated businesses operating in the unincorporated areas of the County. Operators are required to obtain a “Vehicle Rental Business Registration” within thirty (30) days after commencing business. The Tax Collector’s Office is also responsible in issuing business licenses for businesses in unincorporated San Mateo County. Staff within the Tax Collector’s Office provide information and assistance to individual taxpayers, record payments and reconcile accounts with the Controller for all tax rolls. Additionally, the staff oversees tax defaulted or delinquent tax payments, perform and file liens and bank seizure on unsecured accounts and, after five years, with the approval of the Board of Supervisors, sell the delinquent real property at auction.

The Treasurer Program is responsible for the receipt, custody, and investment of all monies placed in the County treasury for all County departments, schools, cities, and special districts. Moreover, this division oversees all banking operations and the County Investment Pool. The primary objective of this division is to preserve principal, consistently maintain sufficient liquidity to meet the financial needs of the County at all times and earn a reasonable rate of return.

For FY 2020-21, the estimated dollar earnings and estimated earnings rate are \$74 million and 1.15 percent, respectively. The County Pool has consistently outperformed the Local Agency Investment Fund (LAIF). The LAIF rate is the statewide standard that all counties in California use as their benchmark. The Treasurer Program is currently handling paying agent responsibilities for 185 General Obligation (GO) bonds and five Tax and Revenue Anticipation Notes (TRANS) for school districts. As the provider of banking and cash management services to all County departments, this division anticipates that it will process 45,080 customer transactions. Due to the current size of the County Pool, administrative costs have been reduced and operational efficiencies have been realized within the Treasurer Program. Current administrative fee for the County Investment Pool is 9.5 basis points. The County Pool Administrative Fee is established annually and is effective July 1 through June 30. The fee is developed to align with the actual administrative cost of managing the pool. Due to variations in the pool size during the fiscal year (such as those caused by the influx of funds from unanticipated school bond issues or voluntary pool participant withdrawals), a true-up of fees collected will take place in the 4th quarter of each fiscal year.

B. General

Solicitation Number	TRES 2021-001
Number of contracts expected to be awarded	1
Estimated Value or Range per contract	\$TBD
Funding Sources	<input type="checkbox"/> Federal <input type="checkbox"/> State <input checked="" type="checkbox"/> County <input type="checkbox"/> Other
Expected Contract Duration	36 months
Options to Renew	1 option of forty-eight months
Proposal Submission	Electronic submission only through PublicPurchase website.
Authorized Contact Person	Carlos Lamas
Authorized Contact Person E-mail	clamas@smcgov.org
E-mail Address for Protests	sarnott@smcgov.org
RFP Released	11/12/2021 11/05/2021
Deadline for Questions, Comments and Exceptions	11/29/2021 – 5:00 P.M. (PST)
County Responses to Questions, Comments, and Exceptions	12/03/2021
Proposal Due Date and Time	01/03/2022
Proposal review with internal panel	Tentative week of Jan. 16, 2022 – Jan. 28, 2022
Interviews and demos if applicable	Tentative week of Jan. 31, 2022 – Feb. 4, 2022
Vendor selection and confirmation	Tentative week of Feb 7, 2022 – Feb. 11, 2022
Contract negotiations, and finalization	TBD*
Submission to County Board for approval	March 22, 2022 (Tentative)
Anticipated Contract Award Date	TBD*

* Dependent of previous milestone

SECTION II - DEFINITIONS

Business Day: Monday through Friday except for holidays as observed per the California Government Code.

Confidential Information: Information in any form that is not generally known and treated as confidential by a party, including business, financial, statistical, and non-public personal information, trade secrets, know-how, applications, documentation, schematics, procedures, Personally Identifiable Information, information covered by legal privilege, and other proprietary information that may be disclosed or incorporated in materials provided to one party by the other, whether or not designated as confidential, whether or not intentionally or unintentionally disclosed, and whether or not subject to legal protections or restrictions.

Contract Materials: finished or unfinished documents, data, studies, maps, photographs, reports, specifications, lists, manuals, software, and other written or recorded materials produced or acquired by the Contractor pursuant to the Contract for or on behalf of the County, whether or not copyrighted.

Contract: The agreement between San Mateo County and Contractor awarded pursuant to this solicitation.

Contractor: The person or other entity awarded a Contract in conformance with the terms of this solicitation and any subsequently agreed upon terms.

County Data: All information, data, and other content, including Confidential Information and other information whether or not made available by San Mateo County or San Mateo County's agents, representatives or users, to a Contractor or potential Contractor or their employees, agents, representatives or Subcontractors, and any information, data and content directly derived from the foregoing, including data reflecting user access or use.

County Systems: The information technology infrastructure of San Mateo County or any of its designees, including computers, software, databases, networks, and related electronic systems.

County: San Mateo County

Deliverables: Goods or services required to be provided to San Mateo County under the Contract.

DUNS (Data Universal Numbering System): a proprietary nine-digit number issued by Dun and Bradstreet, Inc. to identify unique business entities.

Force Majeure: An event or circumstance not caused by or under the control of a party, and beyond the reasonable anticipation of the affected party, which prevents the party from complying with any of its obligations under the Contract, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, governmental acts, and other events.

Hosting: Storage, maintenance, and management of hardware, software, and San Mateo County Data by a party other than San Mateo County, on machines and at locations other than those operated by San Mateo County, where a party other than San Mateo County has regular responsibility for back-up, disaster recovery, security, upgrades, replacement, and overall responsibility for ensuring that all hardware and software continues to function as intended.

Key Employee: Employees of the Contractor jointly identified by San Mateo County and the Contractor as possessing unique skill and experience that was a material consideration in San Mateo County's decision to award a contract.

Maintenance Updates: Any revision, update, improvement, modification, enhancement, correction, bug fix, patch, or new release for a system, platform, software or other product, including any change made as a result of applicable federal, State, or local law.

Major Change: A change to the specified performance, maintainability, operation, power requirements, compatibility, measurement, user interface, reliability, quantity, scale, quality, terms, delivery method, or requirement of any product or service that affects the obligations of the parties or reflects a substantial alteration in circumstances surrounding the agreement or is of such a nature that knowledge of the change would affect a person's decision-making process.

PII (Personally Identifiable Information): information in any format that can be used to identify a specific individual, either used alone or combined with other private or public information that can be linked in some way to a specific individual.

Project Manager: The individual identified by San Mateo County as San Mateo County's primary contact for the receipt and management of the goods and services required under the Contract.

PST: Pacific Standard Time, including Pacific Daylight Time when in effect

Subcontractor: Firms engaged by the Contractor to perform work or provide goods pursuant to the Contract, including vendors and suppliers

Task Order or Purchase Order: A written request from San Mateo County to a vendor to provide goods or services, indicating types, quantities, prices and delivery criteria.

SECTION III - INSTRUCTIONS FOR PROPOSERS

3.1 PRE-SUBMITTAL ACTIVITIES

A. Registration

- (1) Organizations or individuals interested in responding to this solicitation must register online with the County of San Mateo at:

<https://www.publicpurchase.com/gems/register/vendor/register>
- (2) The County does not maintain the Public Purchase system and is not liable for site failures or technical problems. To resolve technical issues, contact Public Purchase at:

http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=public/info_register.html
- (3) It is recommended that organizations complete this registration as soon as possible to allow enough time for it to be processed. Each registration is manually reviewed and approved by Public Purchase, and this might take time. The County will not be responsible for and shall not accept proposals that are late due to a failure to register in the Public Purchase system.

B. Questions, Comments, Exceptions

Submit questions, comments, and exceptions, including notifications of apparent errors, to the Public Purchase site by the Deadline for Questions, Comments and Exceptions. Questions and comments received after the deadline may not be acknowledged.

- (1) Request for changes

If requesting changes to a part of this solicitation, identify the specific words or phrases and the sections and paragraphs in which they occur. State the reason for each request and provide alternative suggested language. Failure to submit requests by the deadline will be deemed a waiver of any exception. The County's consideration of a suggestion does not imply acceptance. If sufficient proposals are received with no requested changes, the County may reject those requesting changes.
- (2) Request for Substitution of Specified Equipment, Material, or Process
 - (a) Unless otherwise stated in the solicitation, references to items or processes by trade names, models or catalog numbers are to be regarded as establishing a standard of quality and not construed as limiting competition.
 - (b) If requesting a substitution for a required item, submit requests by the Deadline for Questions, Comments, and Exceptions. Furnish all necessary information required for the County, in its sole judgement, to make a determination as to the comparative quality and suitability of any suggested alternatives. The County's decision will be final. If alternatives are accepted, the County will issue an addendum to the solicitation.

C. Revisions to the Solicitation

The County may cancel, revise, or reissue this solicitation, in whole or in part, for any reason. Revisions will be posted as addenda on <http://www.publicpurchase.com/>. No other revision of this solicitation will be valid. Proposers are responsible for ensuring that they have received all addenda from Public Purchase.

D. Contact with County Employees

Violation of the following prohibitions may result in a proposer being found non-responsible, barred from participating in this or future procurements, and becoming subject to other legal penalties.

- (1) As of the issuance date of this RFP and continuing until it is canceled or an award is made, no proposer or person acting on behalf of a prospective proposer may discuss any matter relating to

the RFP with any officer, agent, or employee of the County, other than through Public Purchase, to the Authorized Contact Person, or as outlined in the evaluation or protest procedures.

- (2) Proposers may not agree to pay any consideration to any company or person to influence the award of a contract by the County, nor engage in behavior that may be reasonably construed by the public as having the effect or intent of influencing the award of a contract.

E. Pre-proposal conference and site visits

If a pre-proposal conference or site visit is scheduled, answers to questions raised prior to and at the events will be posted on Public Purchase.

3.2 PROPOSAL CONTENT REQUIREMENTS

A. Proposal Format

Number all pages of the proposal. Label and order each section as follows:

- (1) Cover letter - no longer than one page, signed by an individual authorized to execute legal documents for the proposer, identifying the materials submitted.
- (2) Authorized contacts - identify the name and title the person to contact regarding the proposal, as well as all other individuals authorized to represent the organization in contract negotiations.
- (3) Table of Contents, listing all major topics and their respective page numbers.
- (4) Exceptions to the solicitation, or to the final revised solicitation, if any.
- (5) Technical Proposal
- (6) Supplementary Documents, as requested
- (7) Price Proposal

B. Technical Proposal Contents

- (1) Explain responses so as to be understood by people unfamiliar with industry jargon. Use drawings, diagrams, schematics and illustrations as needed, but do not simply refer readers to an exhibit or other section of the proposal in lieu of a complete response.
- (2) Addressing each requirement outlined in this solicitation in the order presented, describe how the requested goods and services will be provided.
- (3) If applicable or requested, include a project schedule with milestones, deliverables, dates, and a project management plan.
- (4) Specify any needs for physical space or equipment that the County must provide during the engagement.
- (5) Explain how work, equipment, and knowledge will be transitioned to the County or a new vendor at the end of the contract period.

C. Supplementary Documents, as requested

If additional documents and materials are appropriate, or have been requested by the County, provide in the following order as applicable:

- (1) Minimum Qualifications, using County forms if provided.
- (2) Organizational Capacity and Experience, describing work of a similar nature undertaken for a similar entity.
- (3) Financial Documents.
- (4) Samples, drawings, illustrations and related items.

- (5) Attachments, certifications, and forms executed as applicable.

D. Price Proposal

- (1) A summarized cost and pricing information in the form of a fee schedule must be specific to this RFP solicitation.
- (2) If forms and templates are provided for the Price Proposal, use them without modification. Failure to use the forms or templates provided, or modification of them, may result in rejection of the entire proposal.
- (3) Alternative Price Proposals may be submitted, but only in addition to, not in lieu of, the requested Price Proposal. If submitting an alternative Price Proposal, clearly identify it as an alternative.
- (4) Include prices for the base period of service and if applicable, for each additional year including option years.
- (5) Unless otherwise indicated, when applicable, in the price of an item, include all licenses required for operation, as well as upgrades and revisions to software over the term.

3.3 PROPOSAL SUBMISSION

A. Submit proposals as directed below.

(1) Electronic Submissions

Include the proposer's name and the RFP title and number in each filename. Submit proposals via the Public Purchase website, allowing sufficient time for the upload to complete by the Due Date and Time. Partial uploads will automatically terminate, and proposals will be rejected. The Public Purchase submission time will be the official submission time. Contact Public Purchase with technical questions regarding the site. The County will not be responsible for and may not accept proposals that are late due to slow internet connections or for any other failure of the Public Purchase system.

(2) Conflicts between Certain Requirements

Prior to the submission deadlines and solely relating to a determination of the timeliness of questions, comments, and proposal submissions, information displayed on the Public Purchase site will take precedence in the event of a discrepancy between that information and the information within the solicitation documents. For all other discrepancies, the information in the solicitation documents will take precedence.

(3) Hard copy submissions

- (a) If hard copy submissions are also requested, submit proposals with all required documents in a sealed package to the designated County Mailing Address. Within the package, submit the Technical Proposal and the Price Proposal in separate envelopes. Clearly mark the following information on the outside of the package:

- Proposer Name
- Return address
- Solicitation title
- Solicitation number

- (b) Submit proposals and all required documentation so as to physically reach the designated address by the Due Date and Time.

- (4) Hand-written responses, whether or not submitted electronically, will be rejected, with the exception that signatures may be hand-written.

B. Errors in Proposals

The County will not be liable for any errors in proposals. Proposals may be rejected as unresponsive if they are incomplete, are missing pages or information, or cannot be opened for any reason. The County may waive minor irregularities, but such waiver will not modify any remaining RFP requirements.

3.4 PROPOSER CERTIFICATIONS

By submitting a proposal, each proposer certifies under penalty of perjury that:

- Its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process; and
- Proposer is able or will be able to comply with all requirements of this solicitation at the time of contract award; and
- Neither proposer, its employees, nor any affiliated firm providing the requested goods and services has prepared plans, specifications, terms or requirements for this solicitation, or has any other actual or potential conflict of interest; and
- Proposer is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, and is unaware of any financial or economic interest of any County officer or employee relating to this solicitation.

3.5 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn, modified, or replaced at any time prior to the Due Date and Time. After that time, whether or not a new solicitation is issued for the same subject matter, withdrawal of a proposal may preclude the proposer from participating in the procurement as a proposer or subcontractor, except that an original equipment manufacturer may participate indirectly through a reseller.

3.6 NO COMMITMENT

Neither submission of a proposal nor the County's receipt of proposal materials confers any right to the proposer nor any obligation on the County. This RFP does not commit the County to award a contract, nor will the County defray any costs incurred in preparing proposals or participating in any presentations or negotiations.

3.7 ESTIMATED QUANTITIES

If the solicitation results in an indefinite quantity or a requirements Agreement, the goods and services actually requested by the County may be less than the maximum value of the Agreement and there is no guarantee, either expressed or implied, as to the actual quantity of goods and services that will be authorized under the Agreement.

3.8 PROPOSER SELECTION

At any time in the evaluation process, the County may request clarifications from proposers.

A. Determination of Responsiveness

A responsive proposal conforms to the instructions set forth in this solicitation and any modifications to it. Non-responsive proposals will be rejected. The County, in its sole discretion, may waive non-consequential deviations if the deviations cannot have provided an advantage over other proposers.

B. Proposal Evaluation

The County will establish an evaluation committee which will evaluate responsive proposals based on the criteria specified in the solicitation. The committee may then recommend one or more top-ranked proposers for final negotiation of contract terms or may invite one or more proposers for oral presentations and demonstrations, following which those proposers may be allowed to amend their

proposals. After evaluating presentations and amended proposals, the committee may recommend one or more top-ranked proposers for final negotiation of contract terms.

C. Determination of Responsibility

The County will make a determination of the responsibility of any proposer under consideration for award, taking into consideration matters such as the proposer's integrity, compliance with public policy and laws, past performance, fiscal responsibility, trustworthiness, financial and technical resources, capacity, and experience to satisfactorily carry out its responsibilities. The County will notify any proposer found non-responsible and allow the finding to be contested.

3.9 CONTRACT AWARD

A. Notice of Intent to Award

Once a decision has been made to award a contract to one or more proposers, the County will post a Notice of Intent to Award, notifying the remaining proposers of their non-selection. The posting may be inclusion of the recommendation to award as an agenda item on the Board of Supervisors schedule.

B. Award Procedure

Contract negotiations are neither an offer nor an implicit guarantee that a contract will be executed. Award, if made, will be to the responsive, responsible proposer offering the overall best value to the County for the services and goods described in this solicitation, or as applicable, for a specific portion of the services and goods described. Any agreement reached will be memorialized in a formal agreement using the attached Standard Agreement template.

C. Commencement of Performance

After all parties have signed the Agreement, the County will notify the proposer and performance may proceed. Prior to County execution of the Agreement, no County employee may authorize work. Any work performed prior to that time may be uncompensated.

3.10 PROTESTS

Protests that do not comply with the protest procedures outlined below will be rejected.

A. Protest Eligibility, Format, and Address

- (1) Protests or objections may be filed regarding the procurement process, the content of the solicitation or any addenda, or contract award.
- (2) The County will only review protests submitted by an interested party, defined as an actual or prospective proposer whose direct economic interest could be affected by the County's conduct of the solicitation. Subcontractors do not qualify as interested parties.
- (3) Submit protests to the County Treasurer – Tax Collector by e-mail to sarnott@smcgov.org or via hard copy to: Sandie Arnott, Treasurer – Tax Collector, 555 County Center, 1st Fl, Redwood City, CA 94063

B. Protest Deadlines

Submit protests with any supplemental materials by 5 p.m. PST, as appropriate, on the deadlines set forth below. The date of filing is the date the County receives the protest, unless received after 5 p.m. PST, or on other than a Business Day, in which case the date of filing will be the next Business Day. Failure to file by the relevant deadline constitutes a waiver of any protest on those grounds. Supplemental materials filed after the relevant deadline may be rejected by the County.

- (1) If relating to the content of the solicitation or to an addendum, file within five Business Days after the date the County releases the solicitation or addendum.

- (2) If relating to any notice of non-responsiveness or non-responsibility, file within five Business Days after the County issues such notice.
- (3) If relating to intent to award, file within five Business Days after the County issues notice of Intent to Award. No protests will be accepted once actual award has been made.

C. Protest Contents

- (1) The letter of protest must include all of the following elements:
 - (a) Detailed grounds for the protest, fully supported with technical data, test results, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested; and
 - (b) The law, rule, regulation, ordinance, provision or policy upon which the protest is based, with an explanation of the violation.
- (2) Protests that simply disagree with decisions of the Evaluation Committee will be rejected.

D. Reply to Protest

The County will send a written response to the protestor and to any other party named in the protest.

E. No Stay of Procurement Action during Protest

Nothing in these protest requirements will prevent the County from proceeding with negotiations or awarding a purchase order or contract while a protest is pending.

3.11 PUBLIC RECORDS

A. General

- (1) All proposals, protests, and information submitted in response to this solicitation will become the property of the County and will be considered public records. As such, they may be subject to public review.
- (2) Any contract arising from this RFP will be a public record.
- (3) Submission of any materials in response to this RFP constitutes:
 - (a) Consent to the County's release of such materials under the Public Records Act without notice to the person or entity submitting the materials; and
 - (b) Waiver of all claims against the County and/or its officers, agents, or employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal or materials to be inspected; and
 - (c) Agreement to indemnify and hold harmless the County for release of such information under the Public Records Act; and
 - (d) Acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

B. Confidential Information

- (1) The County is not seeking proprietary information and will not assert any privileges that may exist on behalf of the proposer. Proposers are responsible for asserting any applicable privileges or reasons why a document should not be produced in response to a public record request.
- (2) If submitting information protected from disclosure as a trade secret or any other basis, identify each page of such material subject to protection as "CONFIDENTIAL". If requested material has been designated as confidential, the County will attempt to inform the proposer of the public records request in a timely manner to permit assertion of any applicable privileges.

- (3) Failure to seek a court order protecting information from disclosure within ten days of the County's notice of a request to the proposer will be deemed agreement to disclosure of the information and the proposer agrees to indemnify and hold the County harmless for release of such information.
- (4) Requests to treat an entire proposal as confidential will be rejected and deemed agreement to County disclosure of the entire proposal and the proposer agrees to indemnify and hold the County harmless for release of any information requested.
- (5) Trade secrets will only be considered confidential if claimed to be a trade secret when submitted to the County, marked as confidential, and compliant with Government Code Section 6254.7.

C. Public Records Act

Government Code Sections 6250 *et seq.*, the California Public Record Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Record 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.

Be advised that any contract that eventually arises from this Request for Proposal is a public record in its entirety. Also, all information submitted in response to this Request for Proposal is itself a public record **without exception**. Submission of any materials in response to this Request for Proposal constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.

SECTION IV - QUALIFICATIONS, EXPERIENCE, AND EVALUATION CRITERIA

4.1 MINIMUM QUALIFICATIONS

Proposals will be accepted only from organizations that meet the following required qualifications at the time of proposal submission:

- The proposer is legally authorized to do business in the State of California.
- The proposer is sufficiently capitalized in accordance with Section 53638 of the California Government code.
- The proposer is either a state or National bank as defined in the California Government Code Section 53630.5
- The proposer is a bank member of the Federal Reserve System with access to all Federal Reserve Services and is insured by the Federal Deposit Insurance Corporation (FDIC)
- Have access to the Automated Clearing House (ACH) system.
- Conform to all applicable rules of the National Automated Clearinghouse Association (NACHA) and Uniform Commercial Code Article 4A.
- The proposer is in compliance with Section 53635.2 of the California Government Code in regard to serving the credit needs of California communities.
- Proposer must hold a Community Reinvestment Act rating equal to or better than High Satisfactory.
- The proposer will maintain sufficient collateralized balances to be in compliance with Sections 53651 and 53652 of the California Government code. Proposer must be sufficiently capitalized to handle \$150 million daylight overdrafts.
- The proposer should have branches within the County and have at least one full-service branch located within the city limits of Redwood City.
- Proposer must be an Equal Opportunity Employer; adhere to acceptable nondiscrimination guidelines to not discriminate against any employee or applicant for employment based on race, color, religion, sex, national origin, disability, or veteran status including such actions as employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

4.2 ORGANIZATIONAL CAPACITY AND EXPERIENCE

Provide all of the following regarding the prime proposer and if applicable, all joint proposers.

A. Organizational Capacity:

- Would you be capable of collateralizing public fund deposits exceeding \$150 million? What are the banks' current level of public funds deposits and related collateral? All applicable licenses and license numbers relevant to the project, the names of the holders of those licenses, and the names of the agencies issuing the licenses.
- The Treasurer may need up to \$150 million for daylight overdrafts. Is the proposer sufficiently capitalized to handle this amount or even higher limits? Describe how the firm measures a client's daylight overdraft status throughout the day. Will the client be able to receive this information in real time via online?
- Proposer must demonstrate that they can meet/satisfy the Treasurer office banking requirements efficiently, accurately, and timely.

- Respondents must provide assurance that the key persons, or similarly qualified persons, assigned to the Agreement have the relevant experience and qualifications required and that the identified key staff, or similarly qualified persons, will be available for the duration of the Agreement.

B. Experience

- Respondents' key staff assigned to support County of San Mateo Treasurer office operating requirements must have a minimum of three (3) years relevant experience delivering and servicing the products required in this RFP.
- Demonstrate organizational capabilities to provide the services in this RFP
- Respondents should have thorough understanding of the County's requirements and knowledge necessary to meet the requirements.
- Provide a copy of the following:
 - Most recent call report available ([Provide FY 2021, Q3 Report](#))
 - Rating agency rating
 - Community Reinvestment Act rating

4.3 REFERENCES

Provide at least three references from successfully completed projects of similar nature to that described in this solicitation, including the name of the organization for which work was performed, and the name, phone number, and e-mail address of an individual at the organization who was responsible for managing and accepting the work. Ensure that contact information is current. If the County cannot contact the reference because of incorrect or out-of-date information, the reference will be deemed not to have been provided.

4.4 EVALUATION CRITERIA

Proposals from organizations must meet the minimum qualifications (Section 4.1) for moving to a scoring-based evaluation process. Proposer's submissions will be evaluated by an Evaluation panel comprised of County employees representing key user departments and subject matter experts as it pertains to banking services. The proposals submitted will be reviewed on the basis of best value to the County and the evaluation is not restricted to considerations of any single factor such as cost.

Proposals will be evaluated in accordance with the following evaluation criteria using a scoring methodology and at the Counties discretion some, none or all proposers may be provided the opportunity to submit a best and final offer. County reserves the option of splitting the RFP into smaller work efforts that can be awarded to multiple proposers:

- **30% - Organizational Capacity & Experience**
- Experience with governmental public agencies
- Qualifications and experience of both the contractor (proposer) and key personnel
- Ability to provide relevant resources and staff, to meet any required support
- Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services
- Ability to meet any required timelines or other requirements
- Claims and violations against you or your organization

- **50% - Method and approach**

- Understanding of the deliverables and overall scope with the ability to provide the most competent and complete solution for the county using the requirements contained within this RFP.
- Thoroughness of response in addressing the requirements needed within the scope of work.
- Organizational resources and staff, apparent ability to meet any required timelines or other requirements.
- Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services.
- History of successfully managing other contracts with public or private agencies.
- Compliance with County RFP & contractual requirements
- Previously submitted data will not be deemed an adequate explanation of how the Proposer will accomplish the required work and how Proposer's previous experience relates to the requirements of this RFP.

- **20% - Cost**

- The county is looking for a detailed schedule of fees for the term of this proposed contract. A complete and detailed proposed schedule of fees must be included as an exhibit in the back of your submitted materials. Indicate if schedule of fees will be fixed for the duration of the contract, renewal option exercised, or what factors would cause changes in the proposed fee schedule.
- Cost proposals must be based on the Scope of Work described in this RFP.
- Cooperative purchasing options (if any) and cost of possible additional services
- Completion of the proforma invoicing utilizing the months of historical data provided in appendix D, D.1-3

The County may consider any other criteria it deems relevant, and the Evaluation panel is free to make any recommendations it deems to be in the best interest of the Department and/or the County. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, the County may, in its sole discretion, correct errors or contact a proposer for clarification.

Note that the County reserves the right to evaluate proposals solely based on each vendor's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the County. The evaluation panel will not access company web sites or read sales brochures, marketing materials, or white papers in evaluating vendor experience or proposed methodology unless doing so is in the County's best interest. You may submit additional materials or reference on-line information in your proposal if you wish, but these will not necessarily be considered during the proposal evaluation process.

The County reserves the right to accept other than the proposals with the lowest costs and to negotiate with proposers on a fair and equal basis when the best interests of the County are served by doing so.

4.5 NOTICE TO PROPOSERS

The Department is not required to give notice to proposers in any specific format or on any particular timeline. At some point prior to execution of a final agreement for the requested services, the Department will notify those who submitted proposals of their non-selection. Proposers may be notified at different times depending on the needs of the Department.

SECTION V - INSURANCE

This list is for informational purposes only. Agreement to adhere to these minimums is required for any proposer to be considered. County's Standard Contract Template, located in Appendix E, outlines the County's expectations regarding insurance in greater detail. Only the categories marked with an "X" are required for this specific solicitation

<input checked="" type="checkbox"/>	General Liability (Including operations, products and completed operations, as applicable.)	\$1,000,000 - per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit either must apply separately to this project or must be twice the required occurrence limit.
<input checked="" type="checkbox"/>	Automobile Liability	\$1,000,000 - per accident for bodily injury and property damage.
<input checked="" type="checkbox"/>	Workers' Compensation	As required by the State of California
<input checked="" type="checkbox"/>	Employers' Liability	\$1,000,000 - each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
<input checked="" type="checkbox"/>	Professional Liability (Errors and Omissions)	\$1,000,000 - per occurrence.
<input type="checkbox"/>	Cyber Liability	\$5,000,000 per occurrence for Privacy and Network Security, \$1,000,000 per occurrence for Technology Errors and Omissions To be carried at all times during the term of the Contract and for three years thereafter.
<input type="checkbox"/>	Pollution Liability	\$ - Per Occurrence
<input type="checkbox"/>	Pollution Liability (Aggregate)	\$

5.1 SPECIAL INSURANCE REQUIREMENTS - CYBER LIABILITY

If the work involves services or goods related to computers, networks, systems, storage, or access to County Data or to any data that may, alone or in combination with other data, become Confidential Information or Personally Identifiable Information, the following insurance is required.

(1) Privacy and Network Security

During the term of the Contract and for three years thereafter, maintain coverage for liability and remediation arising out of unauthorized use of or access to County Data or software within Contractor's network or control. Provide coverage for liability claims, computer theft, extortion, network breach, service denial, introduction of malicious code, loss of Confidential Information, or any unintentional act, error, or omission made by users of Contractor's electronic data or systems while providing services to the County. The insurance policy must include coverage for regulatory and PCI fines and penalties, crisis management expenses, and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

(2) Technology Errors and Omissions

During the term of the Contract and for three years thereafter, maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including at a minimum, coverage for systems analysis, design, development, integration, modification, maintenance, repair, management, or outsourcing any of the foregoing.

SECTION VI - STANDARD TERMS AND CONDITIONS

These are attached for information only, Appendix E, attachments H, I, & IP. Do not complete the standard contract template at this time. The final agreement between the County and any successful proposer will be based on this template. However, upon full review, please complete Standard Terms and Conditions Acknowledgement Statement only at this time affirming the proposer's review of the agreement the County will expect potential proposer to agree to upon awarding of this contract.

SECTION VII - SCOPE OF WORK AND SPECIAL PROVISIONS

7.1 SUMMARY

The County of San Mateo's Treasurer's Office is seeking a contract with a provider to serve as the County's depository and full-service operational bank. We are seeking solicitations from qualified commercial banks with an emphasis in experience on delivering superior service to government agencies and proven track record to demonstrate such requirements. The Treasurer's office is looking at a provider who can leverage technology to provide the most efficient, secure, highest quality banking service available and be most advantageous to improve fiscal impacts to the County's users (departments) and its residents. In addition, the Treasurer's office is looking for ways to improve our banking, cash management, and customer service capabilities.

7.2 REQUEST FOR PROPOSAL SERVICES

The County of San Mateo seeks by way of this RFP to obtain the listed services in a manner that maximizes the quality of services while also maximizing value to the County and, by extension, the residents of the County. Proposers must be able to show that they can perform the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type and local availability of the proposer's personnel and equipment resources.

7.3 COMMUNICATION

As of distribution of this RFP, potential proposers are specifically asked to not contact County personnel for meetings, conferences, discussions related to this RFP. Failure to adhere to this instruction may be grounds for disqualification of the proposer. Questions regarding any portion of this RFP should be redirected as outlined in section 3.1, sub-section B through the Public Purchase site. Questions proposed might benefit all parties involved and this approach will keep communication streamlined between all interested stakeholders of this RFP.

7.4 OVERVIEW OF CURRENT BANKING

The San Mateo County Treasurer's office serves as the depository for County departments, schools, and special districts. All departments per the County Charter utilize the Treasurer's office to remit deposits of funds, whether they be currency, check, ACH wire, etc. and then are deposited centrally to one bank account on a daily basis. In addition to operational banking that is offered to the County departments, the Treasurer's office also works closely with school districts and various special districts to facilitate banking needs.

Banking services are provided to 31 County departments, San Mateo County Office of Education (SMCOE), San Mateo County Community College District (SMCCCD), and various special districts. Between all these entities, 64 bank accounts are managed by the Treasurer's office.

The Treasurer – Tax Collector's office also runs two satellite locations in South San Francisco, CA and Half Moon Bay, CA to collect property tax payments during its peak collection cycle (usually in November and December & March and April). These two satellite locations are seasonal. All other entities described remit their currency/check deposits directly to the Treasurer's office via the County's inter-office mail system or present in person at the Treasurer's cashier windows. The proposer must be able to provide armed courier service to collect deposits from one primary location in Redwood City, CA and with the ability to add other pickup locations in the future as needed. The County is not interested in separating this service out to another contract.

This RFP will not include merchant credit card processing services or custodial banking. Both services are presently serviced by other entities and are under contract at this time. However, for merchant credit card services specifically, if the proposer has the capacity to offer such service, they are welcome to submit supplemental information. This information can be placed at the end of the submission after addressing the intended scope of work as a supplementary document. This will not carry any weight in final consideration for potential awarding of an RFP to one proposer over another. Information collected will be for informational purposes only.

7.5 PROPOSAL SUBMISSION REQUIREMENTS

As stated in section 3.3, we are requesting proposals be submitted electronically only, proposers are to follow the directions for electronic submission. Disregard section 3.3, sub section A, point (3) "Hard Copy Submissions". Submit one (1) complete electronic (PDF, Microsoft Word document, etc,) version of your proposal and any required attachments to the Treasurer via PublicPurchase.com

In order for us to adequately compare and evaluate proposals objectively, all proposals must be submitted in accordance with the requirements stated here. Submissions must be electronic via the Public Purchase website.

A. Format for technical proposal

- 1) Title page showing the request for proposals subject, proposer's entity name, the name, address, and telephone number of the contract person, and the date of the proposal.
- 2) Table of contents identifying the materials submitted by section and page number.
- 3) Provide a brief cover letter on your letterhead which includes the principal address where the relationship will be managed, the address of the closest local branch, voice and fax numbers, and e-mail address of the contact person or persons and an indication of who is authorized to represent the proposer in negotiations. Provide a brief general overview of the bank and describe your understanding of the work to be performed. Please indicate why the bank believes it should be selected and stipulate the expiration date of the quoted proposal. Unless the proposer is an individual, all proposals must be signed with a firm/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee's authorization to commit the proposer to the terms of the proposal. Obligations assumed by such signature must be fulfilled.
- 4) Provide an executive summary which will consist of a one-page summary intended to provide an overview of the proposer's organization. Within the summary, the proposer should highlight the organization's strengths in government banking, financial strength, accomplishments locally as a corporate citizen. The summary should also highlight the nearest full-service branch that can assist the County with immediate banking needs.
- 5) Specified content and detailed sequence of information in the RFP: Each proposal should include sections addressing the following information in the listed order. The proposer should be sure to include all information that it feels will enable the Evaluation Committee and, ultimately, the Department to make a decision. Failure of the proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that you feel would be helpful, should be attached to the end of the proposal. Proposers submitting materials should keep in mind the limitations on confidential information described in section 3.11.

7.6 SCOPE OF WORK

All categories listed here will also be listed in Appendix B, Scope of Work. All questions and outlined services needed must be answered with as much details as possible. Please note, any deadlines communicated with time should reference in Pacific Time Zone.

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project.

The following are work tasks assumed necessary to fulfill banking services to the County. Proposing teams may suggest a modified scope as part of their proposal, but shall include at minimum:

1. Minimum Qualifications:

To be considered for selection, proposing banks must meet certain Minimum Qualifications.

- 1) Is your institution a State or National Bank as defined in Government Code Section 53630.5?
- 2) Do you have established offices within the County of San Mateo? Please list the locations of your offices.
- 3) Is your bank a member of the Federal Reserve System with access to all Federal Reserve services? Are you insured by the Federal Deposit Insurance Corporation (FDIC)?
- 4) Are you a qualified depository of public funds in compliance with Section 53649 of the California Government Code? Would you be capable of collateralizing public fund deposits exceeding \$150 million? What are the banks' current level of public funds deposits and related collateral?
- 5) Does the bank have a fully staffed government services unit? Does this unit have experience with an account similar to ours?
- 6) Are you in compliance with Section 53635.2 of the California Government Code in regard to serving the credit needs of California communities? What is your overall rating with the Community Reinvestment Act (CRA)?
- 7) The Treasurer may need up to \$150 million for daylight overdrafts. Are you sufficiently capitalized to handle this amount or even higher limits? Does the bank charge for intraday overdrafts? Describe overdraft protection the firm provides.
- 8) In addition, to be considered for selection, your bank must offer controlled disbursements and positive pay with name verification (payee validation).
- 9) Has proposer fully reviewed the minimum qualifications listed in section 3.1 and able to fully satisfy minimum requirements?

2. Check Processing:

San Mateo County currently maintains 64 accounts; 59 are Zero Balance Accounts (ZBA) 21 of which have electronic debits and/or check activity and 4 stand-alone accounts. One ZBA account handles County payroll payments, two ZBA accounts handle payments by the schools and a fourth ZBA handles all other payments. All ZBA's utilize ~~warrant checks~~ truncation services. Approximately \$1.4 Billion representing 42,620 checks and ACH/direct deposit distributions are processed each month through the 59 ZBA's.

The Treasurer currently utilizes full account reconciliation but may be interested in partial reconciliation services. On a weekly basis, the Treasurer receives images of paid ~~warrant checks~~ on a CD-ROM. The County receives a daily electronic transmission of ~~warrant checks~~ paid by the bank for reconciliation with the County's ~~warrant checks~~ issued file. The bank does not honor any stale dated ~~warrant checks~~, which are ~~warrant checks~~ that have been outstanding six months or more based on the date on the ~~warrant check~~.

- 1) Can we establish Zero Balance Accounts (ZBA's) that can be tied to a main concentration account? Are there any limitations to the type of ZBA, e.g., depository vs. disbursement account? Describe any limitations.
- 2) How many levels of a ZBA are possible to roll up to a master account?
- 3) Will postings of the daily total from ZBA's to the main account be accessible through a detailed report of the main account, or must we access each account separately?
- 4) Do you offer truncation for paid items/checks, with images (front and back) transmitted to the County?
- 5) Do you offer check images on a Compact Disk-Read Only Memory (CD-ROM)?

- 6) Are the images also available online via PC? For how long? Are the images also available by email, mail or fax? How soon after a warrantcheck has been cashed is the image available?
- 7) How long will you retain the physical warrantchecks? The warrantcheck images? Are the images legal and do they follow American National Standard Specifications?
- 8) Will the bank accept check issue information by data transmission? What are your different file transmission options? What are your delivery and transmission deadlines? How flexible is the bank in terms of the file format? Can the bank accept and input manual items for check issue information?
- 9) Are you capable of sending a daily electronic file of warrantchecks paid the previous day? How flexible is the bank in terms of file format? By what time could the County expect the daily file download?
- 10) What are the banks maximum character field size for warrantcheck numbers? Is the field alpha/numeric or numeric only? Will your bank test MICR encoding of new checks?
- 11) Do you offer full and partial account reconciliation? Please describe the bank's reconciliation services.
- 12) What methods do you provide for input confirmation of stop payment orders?
- 13) Can the request be input online? If input online, is the confirmation immediate?
- 14) Within what time frame (hours) does the stop payment order take effect?
- 15) How long do stop payment orders remain in effect? Do you have different duration options, such as 6 months, 1 year, or 2 years, without the need to implement extensions? Is the cost different for each option?
- 16) In the case of stale dated warrantchecks, will the bank agree to not honor any warrantcheck that has been outstanding (based on the dated date of the warrantcheck) for six months or more? Is there a cost to us for reviewing and returning stale dated warrantchecks presented to the bank?
- 17) How does the Bank compensate clients for checks that are cashed after a stop is placed or if stale dated, and how many days does this take?
- 18) What is the bank's procedure on forged endorsements after the warrantcheck has been paid?
- 19) Describe the firm's services for providing currency and coin procurement. How is this billed? Can billing be tied to a specific ZBA account to account associated cost?

3. Positive Pay and non-customers

- 1) Describe the bank's capabilities for Positive Pay and indicate what fields are currently included. Describe the capabilities for reverse positive pay.
- 2) Do you offer name verification (payee validation) under positive pay? For checks with multiple payees printed on multiple lines, is payee verification done on the first line only or on the first two lines? How restrictive are name specifications for the printed checks? Do you have restrictions such as 12-point font, no bolded names, etc.? Do you have high read rates?
- 3) How are exception items under Positive Pay reported to the County? Describe how the bank provides image viewing for exception items.
- 4) How are exception items under Positive Pay reported to the County? Describe how the bank provides image viewing for exception items.
- 5) What level of information on positive pay rejections and exceptions is provided?
- 6) Can warrantcheck status be viewed online via PC?
- 7) Will your bank charge non-account holders a fee to cash our warrantchecks? The County's expectation is that this service be at no cost to the payee attempting to negotiate a warrantcheck drawn from proposer's entity to all payees, whether they have a banking relationship or not with proposer.
- 8) Will the bank charge a foreign ATM charge when EBT participants utilize the Bank's ATM?

4. Wires and ACH

- 1) The County uses ACH for Direct Deposit of employee's payroll. What are your cutoff times for delivery of a direct deposit file? What is the 'drop dead' deadline to guarantee employee posting? Are there fees associated with missing the standard deadline? Are fees different if the direct deposit files are delivered prior to deadline date? Describe types of direct deposit files acceptable to the bank.
- 2) Describe the acknowledgments you provide when you receive a file transmission, including the level of detail, the information required, and the reconciliation procedures involved. Describe security measures.
- 3) Do you recommend pre-notifications for every transaction prior to transfer?
- 4) Describe how you handle return items and returned pre-notifications.
- 5) Are there any restrictions on the software we can use to prepare our payroll in order to be compatible with your direct deposit service?
- 6) The County uses ACH to pay vendor invoices and employee reimbursements via a single ACH file transmission to the bank that includes both PPD and CCD ACH Standard Entry Class (SEC) payment types, as classified by NACHA. PPD is used for payments/distributions to employees, while CCD is used for all other payments/distributions (vendors, taxing entities, etc.) types. What are your different file transmission options? What are your delivery and transmission deadlines? Can transmissions be initiated and monitored online?
- 7) The County submits federal and state tax payments by ACH file transmission. What options do you offer for initiating ACH transactions for tax payments? What are your delivery and transmission deadlines? Can transmissions be initiated and monitored online?
- 8) If we use your service for making tax payments, do you guarantee the timing of the payment? If the payment has been made within your cutoff time but is delayed, will you absorb any penalties and interest charges assessed by the tax authority? Describe any restrictions or limitations.
- 9) Do we have the ability to change, add or delete an item after transmitting our ACH file to you? If yes, describe the procedure and cutoff times?
- ~~10) Do you provide an ACH warehousing capability? If so, indicate the maximum warehousing period and how long changes can still be made before release from warehouse status.~~
- ~~11) Describe your system security in general and how it will guard against unauthorized ACH debits to the Treasurer's accounts. If unauthorized ACH transactions post to a Treasurer account, describe how the transaction would be resolved.~~
- ~~12) What assistance do you provide in establishing a new ACH transmission? Do you provide access to a database of ACH member institutions and ABA transit routing codes?~~
- ~~13) Describe the Bank's online wire transfer capabilities. What is the cut-off time in Pacific Standard Time for initiating wire transfers to ensure same-day execution?~~
- ~~14) What safeguards and security measures does the bank have in place to protect the County, especially against unauthorized use of the system? Are there daily limits on wire transfers?~~
- ~~15) Describe your procedure for notifying us when an ACH or wire transmission fails. How soon will the notification occur?~~
- ~~16) Is your bank both a sending and receiving bank of the National Automated Clearing House Association (NACHA)?~~
- ~~17) With regards to your ACH and wire services, what are the bank's contingency plans in the event of a system failure? Do you offer these services by a means other than computer – a backup process if internet/transmission lines are unavailable?~~

~~18~~17) _____ What type of ACH blocks or filters are offered? Please explain in detail all types.

5. Deposit Activity

The County Treasury serves as the depository for County departments, special districts, and school districts; checks are currently deposited encoded. An average of approximately 13,800 checks are processed monthly and \$100 million in checks each month are deposited in the primary bank account. The check acceptance/depository process involves capturing and scanning checks received in bundles into several sums, then are scanned into a ICL file which is remitted to the bank for collection. Checks are physically stored at the Treasurer's office for a pre-determined amount of time, then are destroyed on site if not requested by the bank. The image produced is considered a legal document. The equipment utilized for this process is an OPEX Falcon check remittance processing machine. The peak periods for deposits coincide with property tax collection months of April and December, cash deposits will be collected from two office, Redwood City and South San Francisco. The average amounts collected daily during this peak tax collection period vary from \$40,000 to over \$140,000 at Redwood City and between \$40,000 to \$120,000 in South San Francisco; These amounts are strictly collections related to property tax payments. Otherwise, daily currency deposits from all other county operations may average to \$37,000, of which only a small portion is coin daily across all collections.

1) Describe the bank's required preparation for the cash and check deposits, including both encoded and un-encoded check deposits. How does the proposer handle unbundled currency and coin? Occasionally the county does receive foreign checks, describe the capabilities to process foreign checks. Please include any associated fees with this process in the schedule of fees.

2) Will the bank be able to fulfill our requirement that all returned deposit items will be re-deposited at least once? Is there a charge for this? Is there a NSF check fee for the first and/or second return on the same deposit?

3) What availability will we receive for check deposits? Are your availability policies different from the Federal Reserve Bank's availability schedule? Will we receive same day availability of funds for all deposited checks drawn on the bank?

4) Describe how the bank handles any deposit discrepancies. Is there a minimum adjustment amount? What supporting documents are provided for deposit adjustments? How will you notify the Treasury?

5) Describe your return procedures for checks. Can you return the original check? Can you provide an internet based returned-check list with images both front and back?

6) What are the cut-off times for cash and check deposits at the banks operations center to ensure same day ledger credit? Provide the deposit location for cash armored car deliveries and check courier deliveries.

7) The Treasurer's office, located in Redwood City, CA, requires daily cash and minimal coin deposits delivery to the bank. Pickup will need to be arranged during regular business hours Monday – Friday between 9:00AM-5:00PM. Does the bank, or a third party, provide secure transportation services/armored courier for deposits? What are the costs for these services? Can these costs be paid from earning allowance credits through the Bank's monthly Account Analysis Statement? Seasonally, the Treasurer's office will require armored courier services to pick up deposits from our South San Francisco location, describe the process of adding seasonal service then ceasing service. No other armored courier services will be needed. It is the County's desire to keep this service within the banking contract, contracting this service out independently would be highly undesirable.

8) What is the same-day ledger cut-off for direct local branch deposits, should that ever be necessary? Does the bank have at least one branch in the City of Redwood City? Where are bank branches located in Redwood City? Due to unforeseen circumstances, departments may need to deposit collected funds themselves directly to a branch, are branches able to facilitate such occurrence?

- 9) Do you provide an online reporting system whereby images of checks deposited may be viewed electronically by the Treasurer?
- 10) Do you guarantee immediate credit (same day funds credit) on all incoming wire transfer and U.S. Treasury and State of California checks upon receipt? Are you an approved State Depository?
- 11) Does the bank accept State of California warrants from the State Controller for immediate deposit and credit to the County's account? Will the bank provide FAX/Email notification of the deposit to the County Treasurer? By what time will the County receive notification? More on this requirement on section 11.
- 12) Will lockbox deposits of CA State checks receive immediate credit? At what time of the day is the information reported and will the bank provide FAX/Email notification to the County Treasurer?
- 13) We have seen an increase in ACH direct deposits without clear documentation as to the source of the funds. This makes it difficult to identify the recipient department. Can the bank propose a cost-effective solution to this problem?
- 14) Does the bank accept remote deposits?
- 15) Please explain Image Cash Letter (ICL) services that proposer can offer. What are requirements your clients must adhere to in order to ensure smooth transmission and funds be available to the County by the established cutoff times?

6. Reporting and Cash Position Management

The Treasurer requires daily access via PC to detail and balance reporting information for all accounts, for both prior day and current day (intraday) information. Prior day information must be available by 7:00 a.m. Pacific Standard Time the following working day to facilitate the daily cash management of funds under the discretion of the Treasurer. In addition, the Treasurer requires a monthly bank statement showing summaries, reconcilements, and relevant detail. Daily reporting for prior day business must include the following information: all forms of credits, debits, and amount rolled up from a ZBA account to primary concentration account (this amount may show as a credit or debit).

- 1) Describe the bank's online information reporting system and capabilities. Describe or provide a sample copy of PC screens that show the information reports that we can obtain from your system. Are all reports available over the internet?
- 2) At what time is prior day information available for access by the Treasurer? Can the Treasurer receive intra-day information via Internet? How often is intra-day information updated? Please list all reports (Intra-day, daily, weekly, monthly, quarterly, and annually) that are available to review. Please provide a sample copy of each sample report.
- 3) Currently the County uses controlled disbursements. Do you offer controlled disbursements for County issued checks? Do you provide same day notification of check clearing totals? At what time will the check clearing totals be available? Under controlled disbursements where would the clearing branch be located and what would be the increase in cost per check?
- 4) Describe the systems security, including whether passwords, authentication, and/or encryption techniques are used to protect access to the Treasurer's data?
- 5) Provide a report showing system down time for the past year, including types of services unavailable and how it was communicated. Describe your backup procedures for times when the system is unavailable.
- 6) How long is information maintained? Is full history accessible via PC? If not, describe the procedure for accessing the information.
- 7) With regards to this category, what are the bank's contingency plans in the event of systems failure or natural disaster?

8) Does the bank offer Account Reconciliation Program (ARP) services for controlled disbursements and non-controlled disbursements accounts?

9) Describe the bank's full or partial reconciliation services.

10) Describe the level of customization reports can be created and shared among user groups within the organization. Please provide a sample of standardized reports available which your clients may use to help balance previous day's activities.

7. Sweep Services

1) Do you offer an overnight sweep service for collected balances at the end of the day with automatic fund transfer?

2) Please describe in detail the investment options available under the sweep. Include rates of return for each option and how often rates change.

3) If an option includes repurchase agreements, do you offer collateralization at 102%. Do you offer securities as collateral that are 5 years and under?

4) Is there a maximum amount you will accept in the sweep? If we anticipate a large sweep balance, must we provide notice to sweep personnel? What size sweep balance would require giving notice?

5) What are the total assets in your sweep program and what is the largest individual customer balance in the last month?

8. Custody Services

~~The current size of the investment portfolio is approximately \$5.9 billion, of which \$75 million represents investments in LAIF and approximately \$250 million with CAMP, and the remaining portfolio is with Bank of New York.~~

~~All securities must be handled on a delivery versus payment (DVP) basis as they are cleared into and out of the account. The custodial account is basically a ZBA account with no cash position by days end. There will be approximately 280 securities in the bank's custody at any time, with one to three transactions per day.~~

~~1) Describe the Bank's Investment Safekeeping operations. Is this function performed by a separate Trust entity within the bank? Describe or give an example of your standard reporting package and indicate if it is available online.~~

~~2) Does the bank have the ability to integrate daily settlements (maturities & calls) with daily investments, with the bank initiating the wire to transfer monies?~~

~~3) What is the cost per wire out on a purchased security, Per incoming wire on a maturity or call? If a purchase and maturity occur on the same day with the same broker, do you net the funds and charge for one wire? What is the Domestic Depository Settlement cost per security transaction?~~

~~4) Will the bank confirm completion of all purchases and maturities for the day to the Treasurer by Internet? How long after our communication of purchases or sales to the bank will this confirmation arrive?~~

~~5) Who will be liable if delivery of an investment is not executed by a third party, (broker-dealer), in accordance with our purchase agreement? Describe your policies regarding failed or other irregular transactions.~~

~~6) What is the current balance of Government investments at the bank? What is the current balance for all investments with the custodial division? Will the bank be able to adequately service our portfolio of almost \$2.8 billion?~~

~~7) Does the bank automatically amortize premiums/discounts? Describe the method used. Can the amortization schedule be customized?~~

9.8. Conversion Process

In the event that your bank is selected, key branch and bank staff assigned to the County will be required to participate in an on-site review of County Treasury operations. The bank will be expected to make a written report to the Treasurer of its findings and recommendations and develop a conversion plan based on the review.

- 1) How long does a typical installation take? What factors may alter that time period?
- 2) Provide a proposed, detailed implementation schedule for our project. Include names and specific titles of the parties involved, including the person who will lead the conversion. Include your estimated hours for each major task.
- 3) Provide a sample conversion timetable/schedule.
- 4) Will all training be on-site or will our staff need to attend training at your facilities? If off-site training is required, where are the training facilities located? Describe support to be provided to County staff during this conversion period and throughout the term of the contract.
- 5) Will the conversion be at no cost to the County? Will the bank provide a conversion allowance to the County? How much?
- 6) Will the Bank take the lead and responsibility for conversion progress, with weekly updates of progress to staff?
- 7) Do you provide written user manuals for all services? How often are manuals updated?

10.9. Payment for Services – Bank compensation:

The Treasurer currently compensates for bank services through a combination of direct fees and an earnings allowance based upon the demand deposits. In addition to 59 ZBA accounts, the bank maintains four additional departmental accounts with all fees broken down by each account, not consolidated under one primary account. In addition, the Treasurer requires a monthly account analysis report with a summary page for all accounts.

- 1) Does the bank accept compensation in fees, balances, or a combination of the two? Is the price schedule the same either way?
- 2) If you accept collected balances for payment, give the complete formula for calculating the earnings credit. What is the Bank's Earning's Credit Rate based on, how is it calculated, and how frequently does it change? Is the reserve requirement deducted from the available balance before the earnings allowance is calculated? Are the balances of all accounts consolidated for this calculation? Please list your actual earnings credit rate for each of the last 12 months.
- 3) What is the bank's time horizon for an excess/deficit earnings credit relative to fees? Is it carried forward to future billing periods? For how long? Describe any limitations or policies related to this compensation method.
- 4) What is your charge rate for a negative collected funds balance? What is the Bank's Negative Collected Use of Fund Rate based on, how is it calculated, and how frequently does it change? Are the balances of all accounts consolidated for this calculation? Please list your actual negative collected funds rate for each of the last 12 months.
- 5) Is the available balance assessed an FDIC deposit insurance assessment and what is the current rate?
- 6) Are AFP codes included on the Account Analysis Statement? Can the statement be delivered electronically each month? How quickly can we expect delivery?

- 7) Can the Account Analysis Statement be prepared in the following forms, one statement encompassing of all activities, broken down by category, AFP coding, pricing, sub-total, and another separate analysis similar breakdown by each unique account? Departments are invoiced for their specific usage so a clear presentation to each department would be necessary. A complete analysis would also be necessary for reconciliation purposes.
- 8) Please provide an example of your Account Analysis Statement as an exhibit.
- 9) Does the bank have any special charges not specified in the pricing schedule that relates to operations of the bank account? For example, do you charge for an excessive error rate on encoding?
- 10) Will your bank guarantee the prices in this proposal for the next three years? If not, how will future price increases be calculated? How would pricing be reflected if electing a renewal option.
- 11) Explain the firm's earnings allowance calculations.

11.10. Sacramento Lockbox

Currently, County has one lockbox location in Sacramento for Warrant payments from the State of California. The proposer must have a wholesale lockbox processing facility in Sacramento, CA for State of California payments. Amounts and quantities vary daily.

Bank must provide same-day credit for payments received from the State of California.

County must be notified same day electronically (email, online reporting, facsimile, etc.) by 10:00 a.m. local time. At minimum, details required to be reported consist of a remittance advice and front side image of the warrant being deposited.

Deposits must be made to the County's main account where all ZBA accounts roll up to.

All *Direct Deposit Advice* correspondence must be communicated to the County electronically.

12.11. Tax Collector Office

The following are banking needs of the Tax Collector's office. Advise on the services available to service the listed needs.

- Lockbox is a system that takes in property tax payments (checks/money orders) and statements (stubs) and sends the data and corresponding report to the Tax Collector's office.
- Process the Tax Collector's Office Secured, Supplemental, Unsecured, and Redemption payments which are mailed to the lockbox PO Box.
- During certain days, return envelopes of unopened mail that come in after a delinquent date. Process batches that contain only checks.
- Process batches that only contain stubs.
- Transfer file containing the payment information to the Tax Collector's Office.
- Provide reports that provide reconciliation and deposits and summarize items processed and rejected via electronic transmission to the Tax Collector's Office.
- Provide online access to current check and stub images for a period of 18 months. Provide access to archived images of checks and stubs for a period of seven years.
- Provide electronic copies of encoded stubs, checks and indexes to the Tax Collector's office for the purpose of loading the data into a Document Management System.
- Work with the Tax Collector's staff to develop business rules for accepting/rejecting payments.

- Work with the County to explore ways to address the discrepancy between the date of a tax payment check received on one day by the County for processing and the date it is deposited into the bank.
- Provide local addresses to where payments should be mailed, ideally within San Mateo County, within California is a firm requirement.
- The Tax Collector utilizes a separate payment portal for processing electronic payments such as credit cards, debit cards, and electronic check (e-check). Elaborate on proposer's capabilities or services to support these methods of payments. Physical checks presented to the Tax Collector's office for payment are tendered using the Property Tax Collection System (Grant Street Group - Taxsys) and then remotely deposited into one of the Tax Collector's banking general accounts. This is part of the overall remote deposit activities for the County. Cash is captured using the same system but collected in the Treasurer's division, deposited separately in separate deposit bags, to one of the Tax Collector's general banking accounts.
- E-check is captured and processed using the taxpayer portal of the property tax collection system, information about the check itself is generally available to the Tax Collector's office soon after payment is processed. Explain proposer's ability to support this method of payment and integration with existing systems.

13.12. E-Lockbox

The following are banking needs for the Tax Collector's office. Advise on the services available to service the listed needs.

The Tax Collector's office utilizes e-lockbox to receive payments from taxpayers who pay through a source such as personal online bill pay program. Please explain what service you provide to facilitate the transmission of such payment. What are your bank's timelines for fund availability or accessibility? Can these funds be routed to a ZBA account? What is the process for addressing reversals? Please include pricing in the fee schedule proposal, are there different prices for items received based on volume? This account would tend to see higher volume in December and April due to the deadlines associated with property tax collection.

14.13. Remote Deposit Capture

- 1) What is the bank's remote deposit capture service and limitations/restrictions associated with such service?
- 2) Describe the procedures on processing non-standard checks such as money orders, credit card checks, etc.
- 3) Does the bank allow for multiple deposits in a single day? Discuss any limitations.
- 4) What methodology does the remote deposit service use to identify duplicate or "piggyback" items?
- 5) Describe the firm's steps for processing remote deposit items that are returned as unpaid.
- 6) Describe the document retention policy for checks converted to ACH or processed via remote deposit capture.
- 7) Several departments utilize remote deposit to deposit checks received directly to their associated bank account rather than deposit with the County Treasurer's office in Redwood City, CA. What are the requirements for a proposer bank to accept remote deposits? Equipment requirements? What are the potential fees involved in this option?
- 8) Several departments utilize Turbo Data Systems as their vendor to process citations, is proposer able to work with 3rd party entities to facilitate remote depositing efforts? Presently, Turbo Data Systems, Inc. is provided a generic login to log in to specific bank accounts such as SMC Sheriff's office and Parks Dept. to conduct remote deposit activities only.

15.14. Customer Service

- 1) Describe the firm's client service team. 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 respective back-up.
- 2) Describe the firm's customer service procedures. Does the firm have rules on how many hours within which the firm shall respond to the County's inquiries?
- 3) Describe any limitations on the customer service, such as hours of availability, extended hours, or special emergency procedures.
- 4) Describe how the firm measures and evaluates the quality of the customer services.
- 5) Describe the backup procedures for situations where the firm's online system is not available to the clients.
- 6) How often or promptly does the firm communicate with the County of new banking laws, regulations as well as services that may have an impact on our operations?
- 7) How often will the client relationship manager and other representatives from the firm meet with County staff? How committed are the representatives from the firm to attend County ad-hoc meetings when called upon? How much lead time is required?

16.15. Cost Proposals

All banks must complete the "Various Months Pricing Worksheet", Appendix D, at the end of this RFP and include it in the proposal as an exhibit. Monthly volumes for August 2020, November 2020, & December 2020 are shown in three separate tabs and are to be used for your pricing proposal. This requirement is in addition to providing a complete and detailed schedule of fees for all services provided as previously stated in this RFP.

It may be necessary to add additional items or divide some if there are different prices for various parts of a service. The bank must include any service and applicable fee, which it reasonably knows will be necessary to service a public entity account such as ours.

For cost preparation and analysis, you will also be provided a redacted Account Analysis Statement for the abovementioned months which also include a balance summary and full listing of services the County will need from a proposer.

17.16. Additional Information & Questions:

- 1) What differentiates your products and services from other banks? Why should we select your bank?
- 2) Will the bank interface directly with, and assume full responsibility for, any and all third-party service providers, such as armored carriers and couriers?
- 3) Does your bank have any pending litigation with any California government agency clients regarding banking services? If so, please describe each instance.
- 4) Is a formal disaster recovery plan in place in the event of a system failure or other disaster at the bank's primary processing site? Is there a 'hot' backup site? When was the plan last updated and tested?
- 5) Please provide key measures of your bank's financial strength, including total assets, market capitalization, ratings from Standard and Poor's and Moody's. Include a copy of the bank's most recent audited financial statement in the exhibits.
- 6) Describe the bank's experience in providing services to the public sector. Include exclusive resources dedicated to the public sector.

- 7) Describe the bank's community involvement. What has the bank done to help local communities in the past 10 years?
- 8) Describe the firm's philosophy with respect to innovation and technology. What has the firm done to better serve the clients via new innovation and improving technology in the past 10 years?
- 9) Describe the firm's dispute resolution and customer service/feedback process.

In the exhibits section, please provide a complete list of the current public clients to whom you provide full banking services in California. In addition, provide ~~five~~ three references that are of similar size and scope of services as the County, ~~of which at least three are public agencies.~~

Please include the following information for each reference: Contact Name and Title:

- Name of Client:
- Address:
- Telephone Number:
- Years as Client:
- Brief description of the services provided:

In the Exhibits, please provide a copy of all contracts or agreements that will be required to initiate services. The County prefers using a master contract with additional subcontracts as needed.

APPENDICES

- A. Appendix A – Minimum Qualifications Checklist
- B. Appendix B – Scope of work
- C. Appendix C – STANDARD TERMS AND CONDITIONS ACKNOWLEDGEMENT STATEMENT
- D. Appendix D – Appendix D -Various Months Pricing Worksheet (Aug 2020, Nov-Dec 2020)
 - (1) Account Analysis Statement Aug2020 with balances
 - (2) Account Analysis Statement Nov2020 with balances
 - (3) Account Analysis Statement Dec2020 with balances
- E. Appendix E – San Mateo County Standard Contract Template (do not complete at this time)
 - (1) Attachment H – HIPPA Attachment
 - (2) Attachment I – Rehabilitation_Act504
 - (3) Attachment IP