

**COCHISE COUNTY  
PROCUREMENT DEPARTMENT  
1415 Melody Lane, Building C  
Bisbee, Arizona 85603**

**REQUEST FOR PROPOSAL #RFP 14-36-TRE-03  
BANKING SERVICES**

**NOTICE OF  
REQUEST FOR PROPOSALS 14-36-TRE-03  
BANKING SERVICES**

**REQUESTED BY THE  
COCHISE COUNTY TREASURER**

**PROPOSALS ARE DUE MAY 21, 2014  
AT 4:00 PM, MST**

Notice is hereby given that sealed competitive proposals, to provide the specified materials/services, will be received by the Senior Buyer at the specified location, until the time and date cited. Proposals will be publicly opened in the Procurement Department Conference Room and will **not** be read aloud. Any Proposals received later than the date and time specified above will be returned unopened.

Copies of the solicitation are available on the Public Purchase e-Procurement web site at [www.publicpurchase.com](http://www.publicpurchase.com). For detailed registration information visit the County's web site [www.cochise.az.gov](http://www.cochise.az.gov) click on "Departments", and then click on "Procurement". If additional information is needed contact the Procurement Representative, Terry Rutan, Senior Buyer at phone 520-432-8392, fax 520-432-8397, TDD (520)432-8360, or e-mail [trutan@cochise.az.gov](mailto:trutan@cochise.az.gov).

The Board of Supervisors reserves the right to accept or reject any proposal or any part thereof; to defer action on the proposals; to reject all proposals; to waive any informalities in solicitation procedures. Deviations from the proposal specifications may be considered at the option of the Board of Supervisors.

Proposal submittals are to be mailed or delivered to: Cochise County, Procurement Department, 1415 W. Melody Lane, Building C, Bisbee, Arizona 85603. Electronic format bids will not be accepted.

It is the Bidder's responsibility to monitor the Public Purchase e-Procurement web site for possible addenda to this bid to inform him/herself of the most current specifications, terms and conditions and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at: [www.publicpurchase.com](http://www.publicpurchase.com). Failure of the bidder to obtain this information shall not relieve him/her of the requirements contained therein. Additionally, failure of bidder to return signed addenda(s), when required, may be cause for the rejection of the bid.

Terry Rutan  
Senior Buyer

**COCHISE COUNTY  
PROCUREMENT DEPARTMENT  
1415 Melody Lane, Building C  
Bisbee, Arizona 85603**

**REQUEST FOR PROPOSAL #RFP 14-36-TRE-03  
BANKING SERVICES**

The undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with Part Six, General Terms and Conditions, Section 1.

State of Arizona and other Arizona government sales taxes will be added to the bid price by the County as applicable. The County is exempt from F.E.T.

For Clarification of this offer contact:

\_\_\_\_\_  
Arizona Transaction (Sales) Privilege Tax  
License Number

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Federal Employer Identification Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
e-mail

\_\_\_\_\_  
City State Zip

**PROPOSAL AUTHORIZATION**

\_\_\_\_\_  
Signature

**THIS PAGE MUST BE SUBMITTED WITH  
THE PROPOSAL**

\_\_\_\_\_  
Print Name and Title

**PART ONE**

**1.1 Introduction:**

This document constitutes an Invitation for Bids (IFB) or a Request for Proposal (RFP), via competitive sealed bids/proposals from qualified individuals and organizations to provide equipment, materials, services or construction per the Specifications/Scope of Work as set forth herein.

**1.1.1** For ease of use only, this document is divided into the following sections:

Part One	Introduction and Background
Part Two	General Instructions to Bidders/Offerors
Part Three	Special Instructions to Bidders/Offerors
Part Four	Scope of Work/Statement of Work
Part Five	Special Terms and Conditions
Part Six	General Terms and Conditions
Part Seven	Form of Agreement
Part Eight	Attachments

## PART TWO

### GENERAL INSTRUCTIONS TO BIDDERS/PROPOSERS

#### 2.1 Definition of Key Words Used in the Invitation for Bids/Request for Proposals:

- 2.1.1 **County:** Cochise County, Arizona
- 2.1.2 **Bank, Consultant:** The individual, partnership, or corporation who, as a result of the competitive bidding/proposal process, is awarded this Contract by Cochise County.
- 2.1.3 **Contract:** The legal agreement executed between Cochise County, Arizona, and the Bank, specifically Cochise County Contract No. 4805.
- 2.1.4 **May:** Indicates something that is not mandatory but permissible.
- 2.1.5 **Shall, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of the bid/proposal as non-responsive.
- 2.1.6 **Should:** Indicates something that is recommended but not mandatory. If the Bidder/Proposer fails to provide recommended information, the County may, at its sole option, ask the Bidder/Proposer to provide the information or evaluate the bid/proposal without the information.
- 2.1.7 **Will:** Indicates an expression of intent, but is not binding.
- 2.1.8 **Solicitation:** An Invitation for Bids ("IFB") or Request for Proposals ("RFP").
- 2.1.9 **Responsible Bidder or Offeror:** Individual, partnership, or corporation who has the capability to perform the Servicing Bank Contract requirements and the integrity and reliability that will assure good faith performance.
- 2.1.10 **Responsive Bidder or Offeror:** Individual, partnership, or corporation who submits a bid or proposal that conforms in all material respects to the Invitation for Bids or Request for Proposals.
- 2.1.11 **Servicing Bank of Public Monies:** Any bank that qualifies to become an eligible depository of the deposits of public monies, that has a total capital structure of ten million dollars or more, resources of one hundred million dollars or more and that is otherwise in a sound condition.
- 2.1.12 **Eligible Depository:** Commercial or savings bank or savings and loan association having either a branch in this state or its principal place of business in this state and insured by the federal deposit insurance corporation or its successor or any other insuring instrumentality of the United States according to the applicable federal law.

## 2.2 Preparation of Bid/Offer:

*It is the responsibility of all bidders/offerors to thoroughly examine the entire Invitation for Bids/Request for Proposals package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid/proposal. Negligence in preparing a bid/proposal confers no right of withdrawal after due time and date.*

### 2.2.1 Form; No Facsimile or Telegraphic Offers:

A bid/offer shall be submitted on the forms provided in this solicitation or photocopies of those forms. A facsimile, telegraphic or Mailgram bid/offer shall be rejected.

**2.2.2 Typed or Ink; Corrections:** The bid/offer must be typed or in ink. The person signing the bid/offer must initial erasures, interlineations or other modifications in the bid/offer in ink. Modifications will not be permitted after bids/offers have been opened.

**2.2.3 Bid/Proposal Form; Original Signatures:** The Bid Form/Proposal Form within the solicitation must be submitted with the bid/offer and must include an original signature by a person authorized to sign the bid/offer. The signature shall signify the bidder/offeror's intent to be bound by the bid/offer and the terms of the solicitation. Failure to submit an original signature with the bid/offer shall result in rejection of the bid/offer.

**2.2.4 Exceptions to Terms and Conditions:** A bid/offer that takes exception to a material requirement of any part of the solicitation, including a material term and condition, shall be rejected.

## 2.3 Inquiries:

All inquiries related to this solicitation shall be directed to the Senior Buyer unless otherwise stated in the solicitation.

**2.3.1 Submission of Inquiries:** The Senior Buyer or the contact person identified in the solicitation may require that an inquiry be submitted in writing. Any inquiry related to a solicitation shall refer to the appropriate solicitation number, page, and paragraph. Do not place the solicitation number on the outside of the envelope containing the inquiry since it may be identified as an offer and not be opened until after the bid/offer due date and time.

**2.3.2 Timeliness:** The Senior Buyer shall receive any inquiry at least seven (7) days before the bid/offer due date and time. Failure to meet this time requirement may result in the inquiry not being answered.

**2.3.3 No Right to Rely on Verbal Responses:** Any inquiry that raises material issues and results in changes to the solicitation shall be answered solely through a written solicitation addendum. A Bidder/Offeror may not rely on verbal responses to its inquiries.

## 2.4 Submission of Offer:

**Bids/offers should be fully completed and in a sealed envelope/package BEFORE delivery to the Procurement Department. The Procurement Department will not provide the use of telephones or any packaging materials for the use of the bidder/offeror in the preparation or delivery of the bid/offer.**

Bids/proposals shall be received at:

**Cochise County Procurement Department  
1415 Melody Lane, Building C  
Bisbee, Arizona 85603**

until the time and date cited above in the cover page. **Sealed bids/proposals must be in the actual possession of the Procurement Department at the location indicated, on or prior to the exact time and date indicated above.** Late bids shall be returned unopened. Electronic format bids/proposals will not be accepted unless specifically required in the solicitation.

- 2.4.1 **Sealed Envelope or Package:** Each bid/offer shall be submitted in a sealed envelope or package that identifies its contents as:

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The name and address of the firm/individual submitting the Bid/Proposal must be clearly indicated on the outside of the envelope or package containing the offer. **Bids/offers that are not in sealed envelopes or packages WILL NOT BE ACCEPTED.**

- 2.4.2 **Addenda:** Each solicitation addendum shall be signed with an original signature by the person signing the bid/offer, and shall be submitted no later than the bid/offer due date and time. Failure to return a signed copy of a material solicitation addendum may result in rejection of the bid/offer.

- 2.4.3 **Late Bids/Offers:** A bid/offer received after the exact bid/offer due date and time shall be rejected. The bid/proposal will be returned unopened to the Bidder/Offeror.

2.4.3.1 The Official Time Clock is located in the Procurement Department. All times referred to in this solicitation are determined by this clock.

- 2.4.4 **Overnight Delivery Service:** Overnight delivery services **do not** deliver overnight to the Bisbee area. Shipment of bids/offers should be made with adequate allowances for slow delivery time.

- 2.4.5 **Bid/Offer Amendment or Withdrawal:** A bid/offer may not be amended or withdrawn after the offer due date and time.

- 2.4.6 **Public Record:** Under applicable law, all bids/offers are public records and must be retained by the County. Bids are public records upon opening. Offers are open to public inspection after Contract award. If a bidder/offeror believes that information in its offer should remain confidential, it shall stamp as confidential that information and submit a statement with its bid/offer detailing the reasons why that information should not be disclosed. The County shall make a final determination whether or not the information is confidential. If it is determined that the information may be disclosed, the bidder/offeror shall be informed in writing of such determination.

- 2.5 **Offer Acceptance Period:** In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for sixty (60) days after the opening time and date, unless otherwise stated in the solicitation.
- 2.6 **Taxes:** The County is subject to State of Arizona and other Government Agency taxes imposed within Arizona. State of Arizona Use Tax will be paid directly to the state when orders are placed with out-of-state vendors. No taxes other than those imposed within the State of Arizona will be paid in addition to the bid/offer price.
- 2.7 **Cost of Bid/Offer Preparation:** The County will not reimburse any Bidder/Offeror the cost of responding to a solicitation.
- 2.8 **Certifications, Disclosure, and Disqualification:**
- 2.8.1 **Non-collusion, Employment and Debarment:** By signing the Bid/Proposal Page or other official Contract form, the Bidder/Offeror certifies that:
- 2.8.1.1 It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its bid/offer; and
- 2.8.1.2 It does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability, and that it complies with all applicable federal, state and local laws and executive orders regarding employment.
- 2.8.2 **Disclosure:** If a Bidder/Offeror has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, the Bidder/Offeror shall disclose that information in its bid/offer. Failure to do so shall result in rejection of the bid/offer.
- 2.8.3 **Disqualification:** The bid/offer of a Bidder/Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.
- 2.9 **Award of Contract:**
- 2.9.1 **Number or Types of Awards:** Where applicable, the County reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, or by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the County. If it is determined that an aggregate award to one Bidder/Offeror is not in the County's best interests, "all or none" bids/offers shall be rejected.
- 2.9.2 **Waiver and Rejection Rights:** Notwithstanding any other provision of the solicitation, the County reserves the right to:
- 2.9.2.1 Waive any immaterial defect or informality;
- 2.9.2.2 Reject the response of any bank that has previously defaulted on any contract with Cochise County;

**2.9.2.3** Reject any and all bids/offers or portions thereof; or

**2.9.2.4** Cancel a solicitation

**2.10 Contract Inception:**

A response to a solicitation is an offer to Contract with the County based upon the terms, conditions and specifications contained in the County's solicitation does not become a Contract unless and until it is awarded by the Board of Supervisors. A Contract has its inception in the award document, eliminating a formal signing of a separate Contract. For that reason, all of the Terms and Conditions of the procurement Contract are contained in the solicitation, unless any of the Terms and Conditions are modified by a solicitation addendum, a Contract amendment, or by mutually agreed upon terms and conditions in the Contract documents.

**2.11 Protests:**

In accordance with Section 15.0 of the Purchasing Policy Manual, any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Procurement Director. The protest shall be submitted in writing to the Director of Procurement within five (5) working days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto. A protest shall include:

**2.11.1** The name, address and telephone number of the protestor;

**2.11.2** The signature of the protestor or its representative;

**2.11.3** The name and number of the solicitation that is being protested;

**2.11.4** A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

**2.11.5** The form of relief requested.

**2.12 Order of Precedence:**

In the event of a conflict in the provision of this solicitation, the following shall prevail:

**2.12.1** Special Terms and Conditions

**2.12.2** General Terms and Conditions

**2.12.3** Specifications or Scope of Work or Services

**2.12.4** Documents referenced in the solicitation

**2.12.5** Special Instructions to Bidders/Offerors

**2.12.6** General Instructions to Bidders/Offerors

## PART THREE

### SPECIAL INSTRUCTIONS TO BIDDERS/PROPOSERS

#### 3.1 Bidder/Offeror's Contacts:

- 3.1.1** All questions regarding this solicitation, including technical specifications, solicitation, process, etc., must be directed to Terry Rutan, Senior Buyer, at (520)432-8392, [trutan@cochise.az.gov](mailto:trutan@cochise.az.gov). The bidder/offeror shall not contact or direct inquiries concerning this solicitation to any other County employee unless the solicitation specifically identifies a person other than the Senior Buyer as a contact.
- 3.1.2** Bidders/offerors may not contact the employees of the using agency concerning this solicitation while the bid/proposal evaluation process is in progress.

#### 3.2 Pre-bid/Proposal Conference:

A pre-bid/proposal conference will not be held.

#### 3.3 Bid/Proposal Format:

One (1) original and two (2) copies of each bid/proposal must be submitted on the forms and in the format specified in the solicitation. The original copy of the bid/proposal should be clearly labeled "**ORIGINAL**". Failure to include the requested information may have a negative impact on the evaluation of the bid/proposal.

- 3.3.1** In order to be considered for evaluation, the Proposer must submit the Proposal packet with the following completed as directed:

**3.3.1.1** The Proposal Form

**3.3.1.2** The Form of Agreement completed as described in Part Seven

**3.3.1.3** The Proposal in the format as described in Section 3.4 below

#### 3.4 Proposal Structure:

For convenience of review, please structure the proposal as follows:

The County will evaluate the proposals on a cost and earnings potential basis and both a fee and compensating balance basic for compensation will be considered. The County requires the ability to change from one to the other form of compensation on thirty (30) days written notice throughout the contract period to recognize earnings made possible by changes in interest rates.

All item and account charges as designated on Attachment 8.1.3 will remain at the proposal price quoted for the duration of the initial three years of the contract period regardless of changes in service volumes during the period. Should new services be required during the contract period not contemplated by this RFP those services will be provided not more than the bank's then-current published rate.

The current accounts, their use, and historical balance are outlined in the SCOPE OF WORK section.

**3.4.1 Institution's Qualifications and Experience:**

1. In order to fulfill the County's fiduciary responsibility to protect public funds, each bank submitting proposals shall provide in response to this item:
  - a. audited financial statements for the most recent fiscal year, which will be kept confidential and will not be available for public inspection, and
  - b. the bank's CRA rating (please note rating agency).
2. Provide the bank's most recent Sheshunoff, Veribanc or credit rating (senior and subordinate debt) from independent rating services. The bank shall be responsible for notifying the County of any change in this rating during the entire contract period.
3. Describe the bank's approach to satisfying the County's banking and customer service needs especially as regards the remote processing of deposits in the service area.
4. List references from three of the bank's current, comparable governmental clients. Include a contact person, their title and telephone number.
5. Provide the proposed timeline for implementation of the contract including activities and responsibilities of the County and the bank.
6. Provide a copy of all agreements (even if not directly referenced in this RFP) which will be required to be executed under the contract for the services listed. Any required modifications to these agreements will be agreed upon before award of contract.

**3.4.2 Key Personnel:** Identify the capability of the firm to perform and manage the account(s) both technically and administratively. Include the following:

- An organization chart specific for the project. Identify all key account personnel, their function, experience, and work locations and that of all proposed subcontractors.
- Provide a short bio and qualifications for the primary account executive to be used for the account along with his/her backup.
- Provide copies of proof of any necessary licensing or certification for all personnel who will be working on this account.
- Indicate the time period prior to award that all key personnel will be available as proposed and the likely staff assignments if the award is delayed past the stipulated period.

Cochise County shall have the option of checking references and may request the substitution of key staff members prior to the start of the project, or as deemed necessary by the County to ensure proper expertise and timely service.

**3.4.3 Methodology:** Answer in detail the following questions.

**3.4.3.1 Account Structure and General Information:**

1. What is the institution's time schedule for mailing or deliveries of insufficient funds notices and return items to customers?
2. Does the institution intend to discontinue offering any of the services identified in the Request for Proposal during the specified term of the contract? If yes, fully describe the circumstances including the anticipated date for elimination. List the options that will be available to provide for this service.
3. Does the institution have current plans to add or remove branches within the County during the specified term of the contract? If so, which branches are involved and where would new branches be located? What level of service should be available?
4. Has the firm entered into an agreement to merge with another financial institution or other business entity? If yes, please provide planned dates of merger, identify counterparties involved, and indicate which entity will be merged or absorbed. What effect will this merger have on the level of services provided to the County? Will there be any change in location for services provided? Where will the headquarters be located?
5. What is the institution's basis for charging for cash deposited?
6. Does the bank have an availability policy differing from the published availability schedule?
7. What is the deposit cut-off time to assure same day ledger or collected credit?
8. Is the deposit slip number included on the monthly statement?
9. When are credit/debit advices sent to the County?
10. What type deposit bags are proposed/required? Are they provided by the bank?
11. What internal security measures are used on deposits? (dual custody, etc.)
12. Does the bank provide expedited availability on deposits?

13. If provisional credit is given on deposits, when does verification occur?
14. Include a list of all deposit and night deposit locations.
15. Does the bank have stale date control on checks and warrants?

**3.4.3.2 ACH Capabilities:**

1. Describe the institution's methods for processing ACH transactions and identify the deadlines for processing these transactions.
2. What is the institution's policy on pre-notification? Are pre-notes charged as standard ACH transactions singly and in a mixed file?
3. What transmission methods are required?
4. What is the process for ACH stop payments and/or corrections once the ACH file has been sent to the institution?
5. When would the direct deposit ACH file have to be received by the institution in order to have funds available to participating employees on Thursdays of payroll week? Indicate specific date and time information when identifying deadlines.
6. Does the institution have a backup plan in place in order for the County to meet ACH file transmission deadlines in the event of a system problem or failure? Has the backup plan been tested and used?
7. Does the institution provide for ACH processing of vendor payments? If so, describe the process.
8. Does the institution currently utilize ACH for second presentments of NSF received checks?

**3.4.3.3 Standard Deposit and Collection Services:** The County anticipates the need for standard collection and disbursement services. The County is interested in exploring the possibility of remote capture of checks.

**3.4.3.4 Addition of New Accounts:** The County may be required or may desire to open additional accounts or change accounts during the contract period. Any new accounts shall be charged at the same contracted amount.

**3.4.3.5 Monthly Analysis Reporting and Service Charge:** The servicing bank's monthly statement shall provide, at a minimum, the following information on each account and on a total account basis: average daily ledger balances, average daily collected balances, daily average float, FDIC rate, earnings allowance, and detail transaction volumes and prices. Include a sample monthly analysis with the proposal response.

1. When are the institution's account analysis statements available?
2. Provide a sample account analysis form.

**3.4.3.6 Deposit Collateral Requirements:** Describe the method of calculation of the required amount of collateralization, provide a list of all accounts covered under the pledged collateral and specify the report form used including all authorized signatures.

1. Collateral must be held in an independent third party bank outside the bank's holding company.
2. All deposits will be collateralized at **101%** of principal plus accrued interest at all times, excluding FDIC insurance.
3. The bank will be contractually responsible for the continuous monitoring and maintaining of collateral margin requirements.
4. Pledged collateral will be evidenced by original safekeeping receipts/report sent directly to the County by the custodian and the County will receive a report of collateral pledged including description, par, market value and CUSIP monthly.
5. Substitution rights will be granted if the bank obtains the County's prior approval and if substituting securities are received before previously pledged securities are removed from safekeeping.
6. The bank shall execute a tri-party safekeeping agreement with the County and the safekeeping bank for custody of pledged securities in full compliance with FIRREA not less than five days before commencement of the contract.

**3.4.3.7 Armored Car Services:** Cochise County requires armored car service for cash deposits.

1. What time is the deposit received by the bank from the armored car? When are deposits credited to the County account?
2. Does the institution's designated vault have specific requirements for deposits delivered by a third party? If so, what are those requirements?

**3.4.3.8 Merchant Credit Card Services:**

1. Describe the institution's automated settlement process.
2. Does the institution accept debit card payments as part of its merchant credit card services?
3. What terminals or equipment would be necessary to process credit card and/or debit card transactions through the institution? What setup time is

required for the equipment? Are there any start-up fees? Is training available for use of the equipment? Indicate the fees or service charges for use of any required equipment on the fee schedule.

4. Would one designated contact person be assigned to handle the County's merchant credit card services and all concerns, inquiries, and research requests? If so, indicate the name, phone number, and availability of that person and a backup point of contact.
5. If no designated contact person would be assigned to the County's merchant credit card services, how would customer declines, vendor disputes, and research inquiries be handled by the institution?
6. Does the institution's merchant services' processing have the ability to accept transaction from all financial institutions such as credit unions and savings and loan organizations? If no, describe any limitations.

**3.4.3.9 Investment:**

1. Describe the institution's trade settlement process, including trade settlement deadlines (in Arizona time) and the procedures in place to ensure compliance with the County's Investment Policies and Procedures and Trading resolution.
2. Would one designated contact person be assigned to handle the County's investment activity and all concerns, inquiries and settlement issues? If so, indicate the name, phone number, and availability of that person and a backup point of contact.
3. If no designated contact person would be assigned to handle the county's investment activity, how will concerns, inquiries, and settlement issues be handled by the institution?

**3.4.3.10 Securities Clearance and Safekeeping Services:**

1. Describe the institution's trade settlement process, including trade settlement deadlines (in Arizona time) and the procedures in place to ensure compliance with the County's Investment Policies and Procedures and Trading resolution.
2. Would one designated contact person be assigned to handle the County's investment activity and all concerns, inquiries and settlement issues? If so, indicate the name, phone number, and availability of that person and a backup point of contact.
3. If no designated contact person would be assigned to handle the county's investment activity, how will concerns, inquiries, and settlement issues be handled by the institution?

**3.4.3.11 Imaging of Checks and Warrants:**

1. Describe the optical imaging process, including detailed information in imaging deposit items, and the frequency and availability of the data to the County. Are images on line as well as on CD? How long are images maintained on line? Provide screen prints of layouts and available on-line options.
2. When is the CD of imaged items available to the County after month end?
3. What software is required in order to view the CD images? What are the hardware requirements for the software? What search capabilities are available for viewing imaged items?
4. Does the institution have a warehousing capability to store the County's cancelled checks? If so, please describe the process including availability and retention rates.

**3.4.3.12 Online Banking Capabilities:**

1. Describe the financial institution's electronic reporting capabilities. Is this through the Internet? Describe its capabilities, system requirements, and provide sample reports.
2. When is the information available to the County? Is one and two day float information available? Is intra-day as well as prior day information available online?
3. Describe all services and information types available on-line such as stop payments and initiating wire transfers. Include all limitations, security provisions, and downtime information.
4. What time is prior day information available to the County?
5. Does the system provide full trailer information on line?
6. Does the institution have a long term plan or strategy for technology? If so, describe the overall plan.

**3.4.3.14 Positive Pay and Account Reconciliation Services:** If positive pay is required by the bank or requested by the Treasurer, it must be understood the Cochise County specials districts are not online computerized with the Treasurer and therefore, their issue information is not available.

1. Does the institution provide partial and full reconciliation services? If so, please describe the process and all system requirements, including file format and file conversion requirements.

2. Are reconciliation services available online?
  3. Provide sample reconciliation reports.
  4. What is the bank's liability policy for fraudulent checks if the County does not use the service?
  5. Describe the bank's positive pay (advance reconciliation) services.
  6. Can the County input individual checks on-line?
  7. Are teller checks verified against the file? How often is teller information updated?
  8. If not teller verified, what is the process, liability, and security on OTC transactions?
  9. How is exception information reported to the County? Online? Otherwise?
  10. What time are exceptions reported to the County and what time is a response required?
  11. What are the available default dispositions for payment or return?
- 3.4.3.15 Overdrafts:** Every effort will be made to eliminate aggregate daylight or overnight overdrafts.
1. State the bank's policy on aggregation of account balances for overdraft calculation.
- 3.4.3.16 Company Banking:** Describe any program the bank has in place to benefit the employees of the County, including services provided and applicable fees to the County or the employee.
- 3.4.3.17 Clerk of the Superior Court Services:**  
Describe how services will be provided for the Clerk of the Superior Court.
- 3.4.4 Schedule:** Provide a proposed schedule for execution of the work within the overall time frame specified. It shall clearly demonstrate the required phasing of the work. Include regularly scheduled meetings with the County's Authorized Representative(s) for review of work in progress.
- 3.4.5 Price Proposal:** Provide a detailed listing of all fees for the services listed in Section 4.0 Methodology and any and all services described in the Scope of work.

**3.5 Evaluation Criteria:**

*The following criteria will be significant in the evaluation of proposals, but the County is not limited to the items mentioned. Items are listed in the order of precedence. The award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the County.*

**3.5.1 Selection Criteria:** The following criteria will be used by the County as the basis for weighting the evaluation and for award recommendation.

- 25% - banking services costs,
- 25% - responsiveness and ability to provide services required,
- 25% - earnings potential and funds availability,
- 10 % - experience and continuity of bank and bank officials, and
- 15% - credit worthiness of the bank.

**3.6 Discussions and Selection:**

After the initial receipt and evaluation of proposals, discussions may be conducted with Offerors who submit proposals determined to be the most responsive, which most closely meet the requirements of the Scope of Work, and which are the candidates most likely of being selected for award. Discussions may also be held with responders in order to clarify proposals or portions of proposals.

**3.6.1** The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offer's best terms from a cost of price and technical standpoint. There will be no Best and Final Offers.

**3.6.2** Proposals are accepted by the County with the responder's complete understanding that the final evaluation and selection is final and not subject to review. The County may, at its sole discretion, reject any or all proposals submitted in response to this solicitation.

**PART FOUR**  
**SCOPE OF WORK**

**4.1 Background:**

The Cochise County Board of Deposit is seeking proposals from qualified banks that agree to perform the duties of the County Servicing Bank for the period of July 1, 2014, through June 30, 2017. The contract may be extended by one two-year period contingent upon agreement by both parties. The Bank shall be notified in writing of the County's intention to extend the contract period at least one hundred eighty (180) calendar days prior to the expiration of the original contract period.

The Board of Supervisors, serving as the Board of Deposit, will determine the successful offeror in the manner required by statute. Only those proposals which conform to the specifications set forth and which are responsive to all matters included in this request shall be considered. It is the intent of the Board of Deposit to designate the most responsive and responsible proposer who best meets the County's needs as the servicing bank. Determination of the responsive and responsible proposer who best meets the County's needs shall be based upon the Criteria of Evaluation as listed in Part Three Section 3.5, including but not limited to the following:

- Bank experience
- Bank personnel assigned to account
- Response to the Scope of Work
- References
- Bank services fee schedule
- Bank earnings credit rate
- Line of credit offered and interest on line of credit
- Method of calculation of collateral.
- Additional data – most recent annual report, most current bank rating and copies of all agreements

However, the Board of Deposit reserves the right to reject any or all proposals, to award separate contracts for bank services and for registering warrants, or extending a line of credit, and to waive any informalities in the proposals.

The bank may also submit a proposal to perform the duties of the servicing bank for the Clerk of the Superior Court. Any such proposal shall respond to all matters specified in the "Clerk of the Superior Court." The respective public officials reserve the right to designate a single qualified

bank as the servicing bank for both sets of tasks, or to award separate contracts, depending upon the best interest of these public entities.

**4.2 Definitions:**

Terminology used in this Scope of Work is intended to be generic in nature and consistent with meanings that have been defined through general use and/or accepted trade practices. Where variant meaning may exist, the Senior Buyer will determine the applicable interpretation.

**4.3 General Requirements for Cochise County Treasurer's Office:**

The servicing bank will be required to act as the principal depository and banking agent for the Cochise County Treasurer's Office. In such capacity the servicing bank will be required to handle the majority of the deposit and disbursement activity for all phases of county government, including those political subdivisions which maintain funds with the Cochise County Treasurer and Clerk of the Superior Court. The servicing bank is not authorized to debit or credit County accounts for supplies or corrections without prior notification and authorization by an account signatory.

**4.3.1 Deposits:** The County Treasurer receives and deposits, on an annual basis, in excess of \$2,500,000,000.00. These deposits are in the form of cash, checks, warrants, drafts, direct deposits, electronic funds transfers and incoming wire fund transfers.

Those checks written on the servicing bank shall be deemed to be collected funds for the purpose of investments immediately upon deposit. In the event that the bank may propose a different treatment for other checks, this shall be specified in the proposal. This treatment will be considered in the cost analysis of the proposal, if the bank proposes that such funds not be immediately available for deposit.

Should deposits be received by direct wire or electronic funds transfers, notification to the Office of the Treasurer shall be given the same day not later than 12:00 noon. Written notification of deposit shall be given by the following day. All ACH information shall be provided to identify depositing agency and recipient of the funds.

Written notification to the Office of Treasurer shall be given on all deposit corrections, regardless of the dollar amount.

The Treasurer's Office also requires that a unique location number be issued for each county entity in order that each deposit can be identified.

**4.3.2 Disbursements:** The County Treasurer disburses over \$2,000,000,000.00 during the fiscal year, which is represented by approximately 65,000 checks (4,000) and warrants (61,000). Checks will only be honored one year from the date of issue. Stop payment orders will remain in effect on all canceled checks.

**4.3.3 Collateral:** The servicing bank will be required to comply with the collateral requirements for public depositories as stated in A.R.S. 35-323 as well as all other requirements specified by the Arizona Statutes for servicing banks. The servicing bank shall be required to notify the County Treasurer of their method of calculating the required amount

of collateral, provide a list of all account covered under the pledged collateral and specify the report form used including all authorized signatures.

**4.3.4 Statements:** To facilitate the bookkeeping in the Treasurer's Office, the servicing bank shall provide a monthly statement, including canceled checks and deposit slips for each month's business, showing all activity on the accounts. A monthly statement will be required by the 5<sup>th</sup> working day of the following month for all County accounts.

**4.3.5 Warrants and Warrant Processing:** Warrants drawn against the County Treasurer average approximately 60,000 per year and are payable through the servicing bank. They are MICR encoded with the servicing bank's transit number, warrant account number, warrant number, fiscal year and County fund codes. The servicing bank shall pay for Cochise County warrants on the same basis as they pay for checks drawn against the bank; most banks consider this a zero balance account. The average daily total of warrants is approximately \$1,100,000. The bank shall process stop payments on warrants in the same manner as checks.

The electronic detail, which corresponds to the online information, must be available daily, no later than 11:00 AM, local standard time, to the County Treasurer.

All rejected or missing warrant items shall be reconciled immediately. To aid in the reconciliation the servicing bank shall provide the County Treasurer with a direct contact person in the bank department responsible for the preparation of the computer file and printouts.

New County fund numbers shall be added as needed. Fiscal and calendar year shall be changed automatically and in a timely manner.

The servicing bank will be required to process and present to the County Treasurer all warrants issued prior to July 1, 2013, but which remain outstanding at the expiration of the agreement.

If the bank proposes that a reserve account for this activity be maintained, the requirements of the reserve shall be specified in the proposal and be considered as a cost of service. The Treasurer requests collected funds and earnings credits on any such account to be applied to the analysis to offset the bank charges.

The servicing bank is not required to register warrants in connection with these banking services. If the bank proposes to register warrants, it shall state the amount of interest that will be charged and any limits or restrictions on such registration or redemption. The County reserves the right to make a separate contract for registering warrants or credit line.

Registered warrants will be accepted by the bank the next day after delivery of warrants in the event the Treasurer is unable to process all registered warrants on the day received.

**4.3.6 Stopped Payments:** The bank shall provide for processing of stop payments on line. All stop payment orders on checks and warrants shall stay in effect until the bank will no longer accept the item.

- 4.3.7 Line of Credit:** Cochise County requests a credit line of \$20,000,000.00. See Attachment 8.1.4.

If the bank anticipates agreeing to extend a revolving line of credit, it is requested to state the terms, conditions, limits and applicable rates for such a credit line and list the process and time line to increase a credit line, if necessary. When the Treasurer makes a payment on a line of credit and pays the amount of interest quoted, no additional interest will be charged due to the bank's failure to post the payment on the correct day. The servicing bank shall be required to adjust all errors regardless of the amount. A monthly statement will be required by the 5<sup>th</sup> working day of the following month for all credit line accounts

- 4.3.8 Electronic Funds Transfers:** The increased demand for Electronic Funds Transfers (EFT) makes it necessary for the Treasurer to remit various payments both by debit and/or credit EFTs. The servicing bank will be required to arrange these transfers. The Treasurer also receives EFT deposits. The servicing bank is required to provide same day notification of all EFT deposits and copies of all addenda information accompanying each EFT deposit. Separate accounts may be required to clear EFTs, sure pay and related corrections.

- 4.3.9 Data Processing Requirements:** An automated system of processing warrants shall require the servicing bank to capture essential warrant information (auxiliary field for identification and amount field) from the magnetic ink encoding on the warrants. The Cochise County Information Technologies Department requires this information via the public internet. The Cochise County Treasurer requires a list of this file and the warrants sorted into the same sequence (auxiliary field). Specifications for the servicing bank contract shall include the computer file transmission, report and sorted warrants. Technical data as they relate to the aforementioned specifications are as follows:

**4.3.9.1 Report Requirements:**

- Double spaced
- Three columns:
  - Auxiliary
  - ABA Routing Number
  - Amount (edited so leading zeros are blanks, i.e. 0.000)
- Control brakes:
  - Subtotals – change in first three digits of Auxiliary and last detailed record
  - Total - ending of listing
- In Sequence by Auxiliary
  - Warrants sequence
  - In sequence by Auxiliary

- 4.3.10 Bank Service:** Costs shall be paid, to the extent possible, from accruing credit. All remaining earnings shall be carried forward during the remaining term of the contract, with any excess accrued earnings paid to the County at the end of the contract term. Account maintenance, including debiting and crediting of the account and distributing

funds, is required. Various other functions may be considered for inclusion in the contract at the County's option on cost and need. These may include but not be limited to the following:

- Printing and production of checks, warrants, and deposit slips
- Collection services, including postage and insurance on items requiring special handling
- Wire transfer of funds
- Electronic transfer of funds
- Overnight repurchase agreement investments
- Computer information interchange services
- Transportation of County items
- Armored car services
- Issuance of cashier's checks, drafts and domestic or foreign payment orders
- Security clearing and safekeeping service
- Stop payment processing for checks and warrants
- ACH clearing for internet tax payments, both credit card and E-check

The servicing bank must specify each and every proposed requirement for reserve accounts, float accounts, non-interest bearing CDs or any limitation on the use of funds the would be required in connection with the services proposed.

The servicing bank will provide access to their databases online.

**4.3.11 Investment Services:** The County requires overnight investment daily. Sweep accounts will not be considered due to ARS restrictions. The servicing bank must provide short term investment options. The County also periodically invests directly in Treasury bills, Government Agencies, Repurchase Agreements, and Certificates of Deposit. The amount invested is determined by the County Treasurer's staff on a daily basis by notifying the Investment Department.

**4.3.12 Sure Pay Services:** The County reserves the right to make a separate contract for sure pay services.

**4.3.13 Merchant Card Services:** The JP Court card processing has moved to the Clerk of the Court and the Treasurer will only process card services for the Sheriff's Department. No activity numbers are available.

**4.4 General Requirements for Clerk of the Superior Court:**

The Clerk of the Court currently has three accounts; two are checking accounts and one is a savings account. The annual cash flow/amount of annual deposits is approximately \$1,750,000.00 with an estimated 5,657 annual deposit items. The estimated annual number of checks processed (disbursed) is 3,500.

**4.4.1 Bank Account Maintenance:**

- Monthly bank statement for accounts must be provided with documentation supporting all entries on the statements within five (5) banking days after calendar month end.
- The servicing bank must provide for the necessary printing of checks and deposit slips for the Clerk's two checking accounts.
- The servicing bank shall have personnel available to answer questions pertaining to transactions which require explanation and to affect accounts opening/closing and transfers as required.
- The servicing bank shall establish a blanket authorized signature file which will cover all accounts opened at the contracted bank in the name of the Clerk of the Superior Court
- All servicing bank fees shall be waived.

**4.4.2 Deposit Services:** All deposits must be credited to the Clerk's ledger balance immediately upon receipt. The Clerk shall take appropriate steps to facilitate the quickest possible collection of deposits by the servicing bank, such as multiple daily deposits when necessary.

**4.4.3 Currency and Coin Services:** Fees for the following services shall be waived:

- Currency purchases
- Coin purchases
- Coin bags and wrappers
- Locking bank bags

**4.4.4 Stopped Payments:** The Clerk's Office shall have the ability to stop payments telephonically by designated personnel other than authorized signers.

**4.4.5 Accept/Return:** The servicing bank shall give credit for stopped, voided and canceled issues; accept, return and give credit for forged issues whenever returned with a certification of forgery.

**4.4.6 Merchant Card Services:** This service is optional. The County currently processes an average number of 500 transactions totaling \$96,400.00 monthly at 7 locations. The County would require terminals, a monthly break down of transactions by location and a merchant account that deposits to the servicing account nightly. All fees must be stated and balancing method identified in the proposal.

**4.4.7 Other Services:**

- Armored car services for the Bisbee and Sierra Vista locations
- Credit card machines. There is currently one in Sierra Vista and intentions are to add one in Bisbee.

## PART FIVE

### SPECIAL TERMS AND CONDITIONS

#### 5.1 Bid/Proposal Opening:

Bids/proposals shall be opened publicly at the time and place designated on the cover page of this document.

**5.1.1 Bids:** Bids shall be read publicly and recorded.

**5.1.2 Proposals:** The name of each Offeror shall be read publicly and recorded. Proposals will not be subject to public inspection until after the Contract award.

#### 5.2 Offer Acceptance Period:

In order to allow for an adequate evaluation, the County requires a bid/offer in response to this solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.

#### 5.3 Award of the Contract:

The Board of Supervisors will award the Contract to the most responsive and responsible Offeror, whose proposal is most advantageous to the County. The Cochise County Board of Supervisors reserves the right to reject the response of any persons or corporations who have previously defaulted on any contract with Cochise County.

#### 5.4 Effective Date of Contract:

Approval of the award by the Board of Supervisors and countersigned by the Clerk of the Board are the conditions precedent to the effectiveness of this Contract.

#### 5.5 Upon Award of the Contract:

The successful Bidder will sign and file with the County, within ten (10) days after notification of Award, all documents necessary to the successful execution of the Contract, to include contract documents, Form of Agreement, and insurance certificates and bonds as required.

#### 5.6 Term of the Contract:

The term of the Contract shall be from July 1, 2014 through June 30, 2017.

#### 5.7 Renewal of the Contract:

Upon written agreement of both parties at least sixty (60) days prior to each Contract anniversary date, the Contract may be renewed for a period of two (2) years under the same prices, terms, and conditions as the original Contract.

**5.8 Confidential Information:**

If a person believes that any portion of proposal, bid, offer, specification, protest, or correspondence contains information that should be withheld, the Senior Buyer should be so advised in writing. The County shall review all requests for confidentiality and provide a written determination. If the confidentiality request is denied, such information shall be disclosed as public information unless the person utilizes the "Protest" provision listed elsewhere in this solicitation.

**5.9 Suspension or Debarment Status:**

If the firm, business or person submitting this bid or offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government, the Bidder or Offeror must include a letter with its bid or offer setting forth the name and address of the governmental unit, the effective date of the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a Contract. The County may also exercise any other remedy available by law.

**5.10 Minimum Requirements:**

Items/services specified in this bid/proposal are only to acknowledge the minimum requirements needed. The County reserves the right to select the material/services it deems most suitable for the intended purpose and use. It is the intent that this will be a guide to specifying the desired material/equipment/services and not to restrict others from bidding/offering.

**5.11 Failure to Deliver:**

In the event of failure of the Bank to deliver goods/materials/equipment and/or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure the goods/materials/equipment and/or services from other sources and hold the Bank responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

**5.12 Non-exclusive Contract:**

Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the County of Cochise. The County reserves the right to obtain like services from another source when necessary.

**5.13 Price Adjustment (Annual):**

The County Procurement Department may review a fully documented request for a price increase only after the contract has been in effect for three (3) years. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Procurement Department shall determine whether the requested price increase or an alternate option is in the best interest of the County.

The Bank shall offer the County a price reduction on the contract product(s) concurrent with a published price reduction made by the manufacturer to other customers.

**COCHISE COUNTY  
PROCUREMENT DEPARTMENT  
1415 Melody Lane, Building C  
Bisbee, Arizona 85603**

**REQUEST FOR PROPOSAL #RFP 14-36-TRE-03  
BANKING SERVICES**

The price increase adjustment, if approved, will be effective upon the effective date of the contract extension. Price reductions will become effective upon acceptance by the County.

## PART SIX

### GENERAL TERMS AND CONDITIONS

#### 6.1 Certification:

By signature on the Bid Page/Proposal Form of this solicitation the Bidder/Offeror certifies:

- 6.1.1 The submission of the bid/offer did not involve collusion or other anti-competitive practices.
- 6.1.2 The Bidder/Offeror shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246 and State Executive Order 75.5 and A.R.S. §31-1461 et. seq.
- 6.1.3 The Bidder/Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid/offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the offer. Signing the bid/offer with a false statement shall void the bid/offer, any resulting Contract and may be subject to legal remedies provided by law.
- 6.1.4 The Bidder/Offeror agrees to promote and offer to the County only those materials and/or services as stated in and allowed for under resultant Contract(s) as County Contract items.

#### 6.2 Gratuities:

The County may, by written notice to the Bank, cancel this Contract if it is found by the County that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Bank or any agent or representative of the Bank, to any officer or employee of the County with a view toward securing a Contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such Contract. In the event the County pursuant to this provision cancels this Contract, the County shall be entitled, in addition to any other rights and remedies, to recover or to withhold from the Bank the amount of the gratuity. Paying the expense of normal business meals that are generally made available to eligible County Government customers shall not be prohibited by this paragraph.

#### 6.3 Applicable Law:

This Contract shall be governed by, and the County and Bank shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this Contract or in statutes pertaining specifically to the State. The Law of the State of Arizona shall govern this Contract, and suits pertaining to this Contract shall be brought only in Federal or State Courts in the State of Arizona.

**6.4 Arizona Procurement Code:**

The Arizona Procurement Code (A.R.S. Title 41, Chapter 23) and the Cochise County Purchasing Policy are a part of this document as if fully set forth herein.

**6.5 Legal Remedies:**

All claims and controversies shall be subject to A.R.S. §12-1518 et. al.

**6.6 Contract:**

The Contract shall be based upon the solicitation issued by the County and bid/offer submitted by the Bank in response to the solicitation. The bid/offer shall substantially conform to the terms, conditions and other requirements set for with the rest of the solicitation. The County reserves the right to clarify any contractual terms with the concurrence of the Bank. However, any substantial non-conformity in the bid/offer shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the County of Cochise and the Bank relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

**6.7 Contract Amendments:**

This Contract shall be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the County and the Bank.

**6.8 Provisions Required By Law:**

Each and every provision of Law and any clause required by Law to be in the Contract shall be read and enforced as though it were included herein. And if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

**6.9 Termination by the County:**

The County may cancel this Contract without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is or becomes, at any time while the Contract or any extension of the Contract is in effect any employee of, or consultant to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when the parties to this Contract receive written notice from the County, unless the notice specifies a later time.

**6.9.1** This contract may also be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving one hundred eighty (180) days written notice to the Bank. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the County before the effective date of termination.

**6.9.2** The County reserves the right to cancel the whole or any part of this contract due to failure of the Bank to carry out any term, promise or condition of the contract. The County will issue a written one hundred eighty (180) day notice of default to the Bank for acting or failing to act any of the following, in the opinion of the County:

**6.9.2.1** Bank provides personnel who do not meet the requirements of the contract;

**6.9.2.2** Bank fails to adequately perform the stipulations, conditions, or services/specifications required in the contract;

**6.9.2.3** Bank attempts to impose on the County personnel, materials, products, or workmanship that is not of an acceptable quality;

**6.9.2.4** Bank fails to furnish the required service and/or product within the time stipulated in the contract;

**6.9.2.5** Bank fails in the performance of the requirements of the contract and/or gives the County a positive indication that Bank will not or cannot perform to the requirements of the contract.

**6.10 Severability:**

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract, which may remain in effect without the invalid provision, or application.

**6.11 Relationship of Parties:**

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Bank is advised that taxes or Social Security payments shall not be withheld from a County payment issued hereunder and that Bank should make arrangements to directly such expenses, if any.

**6.12 Interpretation - Parole Evidence:**

This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the Cochise County Purchasing Policy is used in this Contract, the definition contained in the Policy shall control.

**6.13 Assignment - Delegation:**

The Bank without prior written permission of the County shall assign no right or interest in this Contract, and no delegation of any duty of the Bank shall be made without prior written

permission of the County. The County shall not unreasonably withhold approval and shall notify the Bank of the County's position within 15 days of receipt of written notice by the Bank.

**6.14 Subcontracts:**

The Bank shall enter into no subcontract with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State Laws and Regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Bank referred to herein. The Bank is responsible for Contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Bank of the County's position within 15 days of receipt of written notice by the Bank.

**6.15 Rights and Remedies:**

No provision in this document or in the Bank's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the even of any claim of default or breach of Contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release either party from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

**6.17 Warranties:**

Bank warrants that all material, service or construction delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material, service, or construction specified and any inspection incidental thereto by the County shall not alter or affect the obligations of the Bank or the rights of the County under the foregoing warranties. Additional warranty requirement may be set forth in this document.

**6.18 Indemnification:**

To the fullest extent allowed by law, the Bank shall indemnify and hold harmless the County, its agents and employees, from and against any and all claims, damages, losses, expenses, and attorney's fees, arising out of or in connection with or incidental to the performance of this agreement, provided that such claim damage, loss, or expense:

**6.18.1** is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom; and

**6.18.2** is caused in whole or in part by any negligent or intentional act or omission of the Bank, any Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

This indemnity shall not extend to the negligent acts or omissions of the County, its agents and employees, or to that portion of any joint liability that is attributable to any of them.

**6.19 Overcharges by Antitrust Violations:**

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Bank hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the Contract.

**6.20 Force Majeure:**

**6.20.1** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts or failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring Force Majeure which such party is unable to prevent by exercising reasonable diligence. The Force Majeure shall be deemed to commence when the party declaring Force Majeure notifies the other party of the existence of the Force Majeure and shall be deemed to continue as long as the results or effects of the Force Majeure prevent the party from resuming performance in accordance with this agreement. Force Majeure shall not include the following occurrences:

**6.20.1.1** Late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by Force Majeure.

**6.20.2** If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

**6.21 Right to Assurance:**

Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five- (5) day, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

**6.22 Records:**

Pursuant to provisions of A.R.S. Title 35, Chapter 1, Article 6, §35-214 and §35-215, each Bank shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced for the County.

**6.23 Advertising:**

Bank shall not advertise or publish information concerning this Contract without prior written consent of the County. The County shall not unreasonably withhold permission.

**6.24 Exclusive Possession:**

All services, information, computer program elements, reports and other deliverables which may be created under this Contract are the sole property of the County of Cochise and shall not be used or released by the Bank or any other person except with prior written permission of the County.

**6.25 Title and Risk of Loss:**

The title and risk of loss of material or service shall not pass to the County until the County actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

**6.26 Liens:**

All goods, services and other deliverables supplied to the County under this Contract shall be free of all Liens other than the security interest held by the Bank until payment in full is made by the County. Upon request of the County, the Bank shall provide a formal release of all Liens.

**6.27 Payment:**

A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material, service or construction and correct invoice. Payment shall be subject to the provision of A.R.S. Title 35.

**6.28 Licenses:**

Bank shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Bank as applicable to the Contract.

**6.29 Preparation of Specifications by Persons Other than County Personnel:**

All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the County's needs in accordance with A.R.S. Chapter 23, Article 4. No person preparing specifications shall receive

any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

**6.30 Cost of Bid/Proposal Preparation:**

The County shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

**6.31 Public Record:**

All bids and proposals submitted in response to this solicitation shall become the property of the County and shall become a matter of Public Record available for review, subsequent to the award notification. As provided by the Cochise County Purchasing Policy.

**6.32 Payment by the County:**

Each payment obligation of the County created hereby is conditioned upon the availability of County, State, and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of services herein contemplated, the County may terminate the contract period for the service at the end of the period for which funds are available. The County shall notify the Bank at the earliest possible time which service will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**6.33 Independent Bank:**

The Bank shall be legally considered an independent Bank and neither the Bank nor its employees shall, under any circumstances, be considered servants or agents of Cochise County; and the County shall be at no time legally responsible for any negligence or other wrongdoing by the Bank, its servants or agents.

**PART SEVEN**

**FORM OF AGREEMENT**

**7.1 Form of Agreement:**

Complete the attached Form of Agreement by filling in the area in the top portion of the form designated as "Authorized Representative" and in the lower portion under "**Bank**". **Do not fill in the date.**

**7.1.1 Return the completed Form of Agreement with the proposal packet.**

**PART EIGHT**

**ATTACHMENTS**

**8.1 Attachments:** The following attachments are considered to be a part of the Contract Documents.

**8.1.1** Cochise County Budget FY 2013-14 is on the Cochise County web site at [www.cochise.az.gov](http://www.cochise.az.gov) click on "Dollar Sign in the blue button" on the home page.

**8.1.2** School budgets and special district budgets upon request

**8.1.3** Treasurer Activity

**8.1.3.1** Dollar volume of activity

**8.1.4** Credit Line

**8.1.4.1** Credit Line Request by District/Department

**AGREEMENT #14-36-TRE-03**  
**BETWEEN COCHISE COUNTY**  
**and**

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This Contract is made between the County of Cochise, State of Arizona (the County) whose Authorized representative is:  
Catherine L. Traywick, Treasurer  
Cochise County Office of the Treasurer  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

and the Bank, whose complete name, address and Authorized Representative are:

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This Contract is designated by the County as No. 14-36-TRE-03 Banking Services

The County and Bank agree as follows:

- Article I. Contract Documents:** The Contract Documents consist of this Agreement; the Cochise County Standard Contract Terms and Conditions; the solicitation, including instructions, all terms and conditions, technical specifications, Scope of Work attachments, and addenda thereto; and the bid/offer submitted by the bidder/offeror in response to the solicitation and other Contract Documents.
- Article II. Contract Performance:** The Bank shall provide all of the materials, equipment, and services required by the Contract Documents, with the options and modifications or clarifications, if any, expressly stated here:
- Article III. Date of Commencement and Completion:** The Bank shall commence performance of this Contract on the date that this Agreement is signed and approved by Cochise County unless a different date is stated below:  
As specified in Contract Documents
- Article IV. Payment:** The County shall pay the Bank in the amounts and at the times or events stated below:  
Payment as specified in Contract Documents

COCHISE COUNTY  
PROCUREMENT DEPARTMENT  
1415 Melody Lane, Building C  
Bisbee, Arizona 85603

REQUEST FOR PROPOSAL #RFP 14-36-TRE-03  
BANKING SERVICES

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

**BANK:**

**APPROVED BY:**  
COCHISE COUNTY  
BOARD OF SUPERVISORS

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Ann English  
Chairman

**ATTEST:**

\_\_\_\_\_  
Arlethe Rios  
Clerk of the Board

**ATTACHMENT 8.1.3  
 COCHISE COUNTY, ARIZONA**

Activity volumes are estimates based on historical levels. The AFP Code for several of the services has been provided where available. Change as necessary.

Provide a price schedule for all services using AFP Service Codes and include any one-time or set-up charges, and all other fees that will be charged for services proposed.

AFP Code *	Service	Unit Basis	Vol	Unit Bank Charge	Explanatory Notes, if applicable
	<b>Account Services</b>				
	FDIC Assessment (on Avg Ledger)				
010000	Master Account Maintenance Fee	Per account	1		
010000	Subsidiary Account Maintenance	Per account	11		
010000	Account Maintenance with Check Return	Per account			
010000	Account Maintenance with Check Storage	Per Account			
010021	ZBA Accounts Maintenance Fee	Per account	2		
010112	ZBA Account Transfers	Per item			
010320	Account Research Fee				
010000	Money Market Account Maintenance Fee	Per account			
010000	Interest Bearing Accounts Maintenance Fee	Per account			
010000	Non-interest Bearing Account Maint. Fee	Per account			
450020	Investment Sweep	Per account			
	Night Drop-Armored Car Deposit	Per deposit	9,000		
010100	Debits Posted	Per item	9,000		
010101	Credits Posted	Per item	1,000		
010110	Deposit Processing - Teller OTC	Per deposit	30		
010112	ZBA Account Transfers	Per transfer	30		
010402	Internet Stmt Copy Request	Per item			
010703	Statements Rendered	Per item			
019999	Special Signature - Bas Fee	Per item			
019999	Special Signature Req. – Items	Per itme			
150401	Telephone Inquiry	Per item			
400000	<b>Automated Services - Balance &amp; Detail</b>				
401003	Software Installation Fee	One Time			
400000	Monthly Maintenance (Base) Fee*	Monthly	1		
010300	Cost per account E-Statements	Per account/overall			
010300	Cost per item - E-Statements	Per account/overall			
	If Services are Bundled:				
400000	Bundled Balance & Activity Reporting	Per month	1		
	Detail Item Fees	Per item	9,200		

	If services are Un-Bundled (by Module)				
100700	a. Balance Reporting Module	Per account			
	Daily Balance Reporting		1		
40000Z	Detail Daily Reporting	Per account/overall			
400222	Previous day Reporting		1		
400003	Intra-day Reporting	Per item			
400110	Draw Reporting	Per item			
	b. ACH Module	Per account/overall			
	c. EDI Reporting Module	Per account/overall			
	d. Reconciliation Module	Per account/overall			
150410	e. Stop Pay Module	Per account/overall			
450002	f. Repo Module	Per account/overall			
	g. Wire Transfer Module	Per account/overall	1		
	Addenda	Per item			
450020	h. Safekeeping Module				
450100	i. Investment Repo Module				
	j. Internal Transfer Module	Per account/overall	1		
	k. Account Analysis Electronic Form	Per Account			
400001	l. Detail item fee (all modules)	Per item			
400800	Extended On-Line Storage	Per item			
	<b>Deposits - Include and list branch fees if different</b>				
109999	Items Deposited	Per deposit			
010100	Debits Posted	Per item	9,000		<i>Electronic dr/cr in ACH</i>
010101	Credits Posted	Per item	400		
109999	Items deposited	Per item	40,000		
100220	On-us Items	Per item	3,400		
100223	Local	Per item	20		
100221	Affiliate Bank Clearing	Per item	5,000		
100222	Local RCPC	Per item	10		
100222	Local Statewide Clearing	Per Item	10		
100223	11th Fed Country Items	Per item			
100224	Other 11th Fed City Items	Per item	10		
100225	Other 11th Fed RCPC Items	Per item			
	National FRB	Per item	8,300		
100224	Transit Clearing	Per item			
100228	Encoding Charge	Per item	28,000		
100212	Encoded Local Clearing	Per item	11,800		
100213	Encoded Regional	Per item	3,800		
010110	Deposit Processing – OTC	Per item	400		
250100	EFTPS (tax)	Per item	6		
100100	Cash Vault Base Fee Processing Fee	Per item			

	Fed Ready Bags	Per item			
100010	Full bag - loose coin	Per item			
100012	Plastic Bag Deposit	Per item			
100013	Partial bag of loose coin	Per item	3		
100047	Minimum Change Order	Per item			
10004A	Strapped currency furnished	Per item	3		
100100	Cash Deposit Processing Fee I	Per item			
100101	Cash Deposit Processing Fee II	Per item			
100102	Cash Deposit Processing Fee III	Per item			
100100	Currency Deposit	Per deposit	30		
100102	Currency Deposit	Per item			
100101	Coin Deposit	Per deposit			
100144	Rolled Coin Furnished	Per item			
	Commercial Deposits – Vault				
	Immediate Verification		300,000		
100400	Deposit Returned Items	Per item	40		
100402	Reclear	Per item	50		
100500	Deposit Corrections	Per item	2		
100401	Special Handling - Base Charge or Item				
100430	Return Check Notice Fax	Per item			
100700	Return Check Notice Internet	Per item			
100410	Return Item Account	Per account			
100410	Return Item - Per item	Per item			
100500	Deposit Corrections	Per item			
100230	Pre-encoded Rejects	Per item			
101020	Courier Expense	Per item			
	<b>ACH Processing</b>				
250000	File Maintenance - Internet Base Fee	Per month			
250110	Monthly Maintenance (Base) Fee*	Per month	1		
250102	Origination of file - Two Day	Per file	60		
250102	On-Us Two Day	Per item			
250102	Origination per item	Per item	6,600		
250200	Electronic Debits	Per item	140		
250201	Electronic Credits	Per item	12,000		
250202	ACH Received Item	Per item			
250120	ACH Addendum Record In/Out	Per item	100		
250302	ACH Return Items	Per item	10		
250642	Deletions or Reversal Charges	Per item			
250502	Transmission	Per file			
250401	Notification	Per item/file	10		
251050	Fraud Filter - Stop - Base Fee	Per month			

251050	Fraud Filter - Review - Base Fee	Per month			
251053	Fraud Filter - Review - Per Item	Per item			
	<b>Positive Pay</b>				
150120	Positive Pay Posted Checks	Per item	1,550		
150120	Positive Pay Rejects	Per item			
	Monthly Maintenance (Base) Fee*	Per month	1		
150410	Per item charge with Partial Recon	Per item	1,550		
	Per item charge without Recon	Per item			
	Exception Notification	Per item			
150340	NSF Handling Fee	Per item			
151353	CD Rom Service - Per Item	Per item			
151353	CD Rom Service - Per Disk	Per item			
	Transmission	Per item			
	Check Safekeeping				
	Return other than Fraud				
	<b>Reconciliation</b>				
200410	Monthly Maintenance (Base) Fee*	Per Month			
151100	Monthly Sort & List Maintenance	Per month			
151100	Serial Sort and List	Per item			
200020	Partial Recon Monthly Maintenance				
150100	ARP Checks Paid Partial	Per item			
200120	Partial Recon with positive pay	Per item	1,550		
	Full recon monthly maintenance	Per month			
	Full recon detail	Per item			
	Deposit Reconciliation	Per item			
150100	Cancelled Check Return	Per item			
151330	Truncation	Per item			
200201	Transmissions	Per Transmission			
200201	Transmission Detail	Per item			
	Addenda Reporting	Per item			
	ARP Monthly Maintenance - Per Account	Per Account			
200305	ARP Statement On-Line	Per report			
	<b>Safekeeping</b>				
450000	Monthly Maintenance Custody	Per month			
459999	Clearing Fees				
459999	FRB	Per item	1		
459999	DTC	Per item			
450102	Securities Received/ Del – DVP	Per item			
459999	Safekeeping Fees	Per item			
450499	FRB	Per item	2		

450499	DTC	Per item	1		
450111	Custody per \$10 million BE	Per \$10M			
450102	Custody Fixed Income	Per item			
	Income Collection to DDA				
450102	Income Collection – Coupons	Per item			
459999	Income Collection – Maturities	Per item			
459999	Income Collection – Calls	Per item			
	<b>Stop Pays</b>				
150420	Stop Pays	Per item	1		
150410	Stop Pay Automated	Per item	1		
	<b>Wire Transfers</b>				
	Monthly Maintenance*	Per month	1		
350300	Incoming – domestic	Per item	1		
350100	Outgoing - repetitive – automated	Per item	10		
350101	Outgoing - non-repetitive – automated	Per item			
350104	Wire Out Domestic Drawdown Internet	Per item			
350124	Wire Book Transfer Internet Initiated	Per item			
350222	Cash Mgmt Acct Transfers – Internet	Per item			
350411	Wire Advices Faxed/Mailed	Per item	6		
359999	Template Storage	Per item	10		
	<b>Optical Imaging</b>				
159999	Handling Fee	Per month			
150030	Monthly Maintenance (Base) Fee*	Per month	1		
151399	CD Image – Detail	Per item			
151353	CD Image	First CD			
	<b>Collateral Restriction Fees</b>	(note basis)			
	Collateral Pledge Report				
550160	Collateral (or Excess) Fees	(note basis)			
101020	<b>Courier</b>	Per month			
	<b>Bank Supplies</b>				
	Extra Statement	Per item			
010610	Photo Copies	Per item			
150511	Cashier Check	Per item			
160107	Check Printing	Per item			
	<b>OPTIONAL SERVICES</b>				
	<b>Pay Cards</b>				

250201	Monthly Maintenance	Per month			
	Processing - per item	Per item			
	ATM Cash Withdrawal	Per item			
	Cash Advance OTC	Per item			
	ATM Balance Inquiry	Per item			
	Overdraft Fee	Per item			
	Card origination	Per item			
	Credits/Debits	Per item			<i>Assuming same as ACH Credits</i>
	Notification	Per item			
	Corrections	Per item			

**\* An effort has been made to incorporate the most widely charged fees in both bundled and unbundled pricings. Please add any explanation to the form to clarify your pricing to avoid misrepresentation.**

BANK #1

	Service	Unit Basis	Vol	Bank #1	
				cost	total
1	<b>Monthly Account Maintenance Fees</b>				
	Master Account Maintenance Fee	Per account	1		0
	ZBA Accounts Maintenance Fee	Per account	1		0
	Money Market Account Maintenance Fee	Per account	3		0
	Interest Bearing Accounts Maintenance Fee	Per account			0
	Non-interest Bearing Account Maint. Fee	Per account			0
	FDIC Assessment	Per account			0
	Negative Collected Balance Fee	Per account			0
2	<b>Sweep Account Fees</b>				0
	Monthly Maintenance (Base) Fee*	Per month	1		0
	Master Account	Per account	1		0
	Swept Accounts	Per account	1		0
	Sweep Reporting	Per account			0
					0
3	<b>On-Line Reporting</b>				0
	Set up fee	One Time			0
	One Time Software Fee Required	One Time			0
	Monthly Maintenance (Base) Fee*	Monthly	1		0
	Cost per account	Per account/overall			0
	Cost per additional accounts	Per account/overall			0
	Balance Reporting Module	Per account/overall	1		0
	Additional Accounts	Per account/overall			0
	Daily Balance Reporting	Per account/overall	1		0
	Transactions	Per item	4,500		0
	Detail Daily Reporting	Per account/overall	1		0
	Previous day Reporting				0
	Intra-day Reporting	Per item	100		0
	ACH Module	Per account/overall	1		0
	EDI Reporting Module	Per account/overall			0
	Reconciliation Module	Per account/overall	1		0
	Stop Pay Module	Per	1		0

		account/overall			
	Sweep Module	Per account/overall	1		0
	Wire Transfer Module	Per account/overall	1		0
	Addenda	Per item			0
	Internal Transfer Module	Per account/overall	1		0
	Detail item fee (all modules)	Per item			0
	Addenda Received	Per item			0
					0
4	<b>Deposits - Include and list <u>branch</u> fees if different</b>				0
	Deposit	Per item			0
	Electronic Credits Posted **		716		0
	On-us Deposits	Per item	2,000		0
	Local City Clearing	Per item	1,300		0
	Local RCPC	Per item	150		0
	11th District City	Per item	175		0
	11th District RCPC	Per item			0
	In District Country	Per item			0
	Cash Deposits - Coin Rolls	Per item			0
	Currency Straps	Per item			0
	National FRB	Per item			0
	Commercial Check Cashing	Per item			0
	Debits Posted	Per item	3,800		0
	Deposit Corrections	Per item	4		0
	Encoding Charge	Per item	3,500		0
	Night Deposit charge	Per item			0
	Rejected items	Per item			0
	Return Items	Per item			0
	Advice	Per item			0
	NSF Paid	Per item			0
	Immediate Verification	Per item			0
					0
5	<b>Checks Paid</b>				0
	Checks and Other Debits	Per item	3,800		0
	Special Signature Requirement	Per account	1		0
	Special Signature Items	Per item	100		0
	<b>Payroll Cards</b>				0
	Card origination				0
	Credits				0
	Notification				0
	Transmission				0

	Corrections				0
					0
6	<b>ACH Processing</b>				0
	Set Up Fees	One time			0
	Monthly Maintenance (Base) Fee*	Per Month			0
	Origination of file	Per file			0
	Entries	Per item			0
	Debits two day	Per item			0
	Credits two day	Per item			0
	ACH Return Items	Per item			0
	ACH Items - On-us	Per item			0
	Out of District	Per item			0
	Deletions or Reversal Charges	Per item			0
	Transmission - on disk or tape	Per file			0
	- via transmission	Per file			0
	Notification	Per item/file			0
					0
7	<b>Returned Items</b>	Per item			0
	Reclear	Per item	50		0
	Buybacks	Per item	5		0
	Telephone notification	Per item	5		0
	Alternative Address	Per item			0
					0
8	<b>Positive Pay</b>				0
	Monthly Maintenance (Base) Fee*	Per month	2		0
	Per item charge	Per item	4,500		0
	Notification Charges	Per item			0
	Reporting	Per month			0
	Image	Per item	3		0
	CD Image – Item	Per item	4,500		0
	Transmission	Per item			0
					0
9	<b>Reconciliation</b>				0
	Monthly Maintenance (Base) Fee*	Per Month	1		0
	Monthly Sort & List Maintenance	Per month			0
	Serial Sort and List	Per item			0
	Partial Recon Monthly Maintenance		1		0
	Partial Recon without positive pay	Per item			0
	Partial Recon with positive pay	Per item	4,000		0
	Full Recon Monthly Maintenance				0
	Full Recon without positive pay	Per item			0
	Full Recon with positive pay	Per item			0
	Deposit Reconciliation – Partial	Per item			0

	Transmissions	Per	2		0
	Credits received	Per item	20		0
	Debits received	Per item	25		0
	Addenda	Per item	20		0
					0
10	<b>Safekeeping</b>				0
	Monthly Maintenance (Base) Fee*				0
	Asset Maintenance	Per item			0
	Clearing Fees				0
	FRB	Per item			0
	Safekeeping Fees				0
	FRB	Per item			0
	Income Collection to DDA				0
	Coupons	Per item			0
	Maturities	Per item			0
					0
11	<b>Stop Pays</b>				0
	Monthly Maintenance (Base) Fee*	Per item			0
	Automated	Per item			0
	Manual	Per item			0
	Confirmations	Per item			0
	Renewals	Per item			0
					0
12	<b>Wire Transfers</b>				0
	Monthly Maintenance*	Per month	1		0
	Incoming – domestic	Per item	5		0
	Outgoing - repetitive – phone	Per item			0
	- repetitive – automated	Per item	20		0
	- non-repetitive – phone	Per item			0
	- non-repetitive – automated	Per item			0
	Internal transfers	Per item			0
	Phone or Fax Advice	Per item	25		0
	Access Charges				0
					0
13	<b>Inter-Account Transfers</b>				0
	Transfer with PC	Per item	1		0
	Transfer with telephone	Per item			0
					0
					0
14	<b>Overdraft Charges</b>	Charge or cap			0
					0
15	<b>Optical Imaging</b>				0
	Software and Setup	One time			0

	Monthly Maintenance (Base) Fee*	Per month			0
	Per item Fee	Per item	4,500		0
	CD Charges	First CD	1		0
	Additional CD	Additional CDs			0
					0
16	<b>Vault Services</b>				0
	Vault Deposit	Per item	20		0
	Coin	Per item	800		0
	Mixed	Per item			0
	Locked bag	Per item	6		0
	Strapped	Per item	8		0
	Change order	Per item	15		0
	Drop bag processing	Per item	450		0
					0
17	<b>Lockbox</b>				0
	Monthly Maintenance	Per account			0
	Processing	Per item			0
	Transmission	Per item			0
	Special Handling	Per item			0
					0
18	<b>Collateral Restriction Fees</b>	<i>(note basis)</i>			0
	<b>Excess Collateral Fees</b>	<i>(note basis)</i>			0
	<b>Security Pledging and Releasing</b>	<i>(note basis)</i>			0
					0
19	<b>Bank Supplies</b>				0
	Bank Bags	Per item			0
	Deposit Slips	Per item			0
	Extra Statement	Per item			0
	Photocopies	Per item			0
	Cashier Checks	Per item			0
	Check Printing	Per item			0

**COCHISE COUNTY  
PROCUREMENT DEPARTMENT  
1415 Melody Lane, Building C  
Bisbee, Arizona 85603**

**REQUEST FOR PROPOSAL #RFP 14-36-TRE-03  
BANKING SERVICES**

**Attachment 8.1.3.1**

**Cochise County Treasurer Dollar Activity**

<b>Warrants, checks processed</b>	<b>\$2,500,000,000.00</b>	<b>Number of items</b>	<b>65,000</b>
<b>Deposits</b>	<b>\$2,500,000,000.00</b>	<b>Number of items</b>	<b>10,000</b>

**Attachment 8.1.4**

**COCHISE COUNTY TREASURER  
CREDIT LINE REQUESTS**

<u>POLITICAL SUB-DIVISION</u>		<u>LIMIT</u>
County General		1,822,000.00
County Library		200,000.00
County Flood Control		75,000.00
County Technology District		15,000.00
Naco Light District		3,000.00
Naco Sanitary District		25,000.00
Northern Cochise Hospital		75,000.00
Pirtleville Light District		3,000.00
San Pedro Hospital District		75,000.00
St. David Irrigation		5,000.00
 <u>FIRE DISTRICTS</u>		
Babacomari Fire		2,000.00
Bowie Fire		20,000.00
Elfrida Fire		25,000.00
Fry Fire		900,000.00
Mescal/J6 Fire		25,000.00
Naco Fire		10,000.00
PBW Fire		4,000.00
Palominas Fire		100,000.00
Pirtleville Fire		10,000.00
Pomerene Fire		4,000.00
San Jose Fire		10,000.00
San Simon Fire		30,000.00
St. David Fire		15,000.00
Sunsites-Pearce Fire		97,000.00
Sunnyside Fire		25,000.00
Whetstone Fire		200,000.00
 <u>SCHOOL DISTRICTS</u>		
	<u>FEDERALL TIN</u>	
#1 Tombstone	521551307	1,500,000.00
#2 Bisbee	860398788	30,000.00
#9 Benson Unified	860616733	1,500,000.00
#12 Elfrida	521614065	75,000.00
#13 Willcox	860897512	2,500,000.00
#14 Bowie	860718904	200,000.00
#18 San Simon	860484871	200,000.00
#21 St. David	860660514	250,000.00
#22 Pearce Elementary	860309714	30,000.00
#22 Valley Union High	942948717	100,000.00
#23 Naco	860720043	750,000.00

**COCHISE COUNTY  
PROCUREMENT DEPARTMENT  
1415 Melody Lane, Building C  
Bisbee, Arizona 85603**

**REQUEST FOR PROPOSAL #RFP 14-36-TRE-03  
BANKING SERVICES**

#26 Cochise	860938105	75,000.00
#27 Douglas	860718412	5,000,000.00
#42 Apache	271476195	20,000.00
#45 Double Adobe	860717507	20,000.00
#49 Palominas	521688002	1,500,000.00
#53 Ash Creek	953535479	200,000.00
#55 McNeal	860717230	45,000.00
#64 Pomerene	860719557	30,000.00
#68 Sierra Vista	860405367	2,000,000.00
#00 Ft. Huachuca Accommodation	860897286	1,000,000.00
Cochise Technology		200,000.00
<b>TOTAL:</b>		<b>20,000,000.00</b>