PIMA COUNTY NOTICE OF REQUEST FOR PROPOSALS (RFP)

Solicitation Number: 169552 Title: Banking Services

DUE IN AND OPENS: FEBRUARY 26, 2015 AT OR BEFORE 1:00PM LOCAL AZ TIME (MST)

Submit Proposal to:
Pima County Procurement Department
130 West Congress, 3rd Floor, Receptionist
Tucson, Arizona 85701

Pre-Proposal Conference: **Feb. 17, 2015 AT 10:00AM (MST)**
Pima County Procurement Department
130 West Congress, 3rd Floor
Tucson, Arizona 85701

SOLICITATION: Pima County is soliciting proposals from Offerors qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: To provide primary and ancillary banking services to Pima County Treasurer and various County departments per specifications called for herein

You may download a full copy of this solicitation at www.pima.gov/procure/ifbrfp.htm by selecting the solicitation number. Offerors are required to check this website for addenda prior to the Due In and Opens Date and Time to assure that the proposal incorporates all addenda. Prospective Offerors may also pick up a copy, Monday through Friday excluding legal holidays, 8 am to 5 pm LOCAL ARIZONA TIME (MST), at the address listed above.

A Pre-Proposal Conference will be held for the purpose of clarifying requirements and answering prospective offeror questions. It is the responsibility of Prospective Offerors to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional and encouraged.

Proposals shall be submitted as defined in the Instructions to Offerors, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for rejection as *non-responsive*.

Offerors must complete and return those documents identified in the Instruction to Offerors Submission of Proposals instruction.

Proposals may not be withdrawn for 60 days after opening except as allowed by Pima County Procurement Code.

Bonds are not required

Questions and Deviation requests shall be submitted in writing to Procurement Department, Attention: Walter J. Lewandowski.

All submittals shall reference the Solicitation Number and Title; Questions or Deviation Requests submitted within 8 days of the solicitation *Due In and Opens Date and Time* may not be answered.

Fax: (520) 791-6506 email: walter.lewandowski@pima.gov

USPO Mail to the following address:
Pima County Procurement Department, 130 W. Congress, 3rd Floor, Mailstop # DT-AB3-126; Tucson, AZ 85701

VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.

WALTER LEWANDOWSKI
Commodity/Contracts Officer

Publish: The Territorial: February 4, 5, 6 & 9, 2015

INSTRUCTIONS TO OFFERORS

1. PREPARATION OF RESPONSES

All proposals shall be made using the forms provided in this package. All prices and notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the proposal. Typewritten responses are **preferred**.

All proposals shall as appropriate indicate the registered trade name, stock number, and packaging of the items included in the proposal.

Surety required by this solicitation may be in the form of a bond, cashier's check or certificate of deposit made payable to *Pima County*. Personal or company checks are not acceptable.

2. PRICING and OFFER DOCUMENTS

Throughout this solicitation document, the meaning of *proposal* and *offer* are intended to be synonymous.

Offerors shall complete and submit their offers utilizing the forms provided by this solicitation. Requested information and data shall be provided in the precise manner requested. Product descriptions shall provide sufficient information to precisely document the product being offered. Failure to comply may cause the proposal to be improperly evaluated or deemed non-responsive.

The proposal/offer certification document must be completed and signed by an authorized representative certifying that the firm can and is willing to meet all requirements of the solicitation. Failure to do so may be cause to reject the proposal as non-responsive.

All unit prices shall remain firm for the initial term of the executed agreement, with the exception that should offeror during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services at price more favorable than those given to the County, that offeror shall offer same pricing to County effective on the date offered to other buyer. Unit prices given by offeror shall include all costs required to implement and actively conduct and document cost control and reduction activities. Unit Prices shall include all costs and, unless otherwise specified, shall be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destinations"). Unit prices shall prevail in the event of an extension error. Price each item separately. Delivery time if stated as a number of days shall mean "calendar" days. Pima County reserves the right to question and correct obvious errors.

3. GENERAL SPECIFICATIONS & DEVIATIONS

The specifications included in this solicitation are intended to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and as required to provide the information needed for the development of consistent and comprehensive proposals.

Equipment brand names, models and numbers, when given are intended to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless otherwise specified in the solicitation.

Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the offeror's sole risk.

Items included in the proposal shall meet the specifications and requirements set forth by the solicitation.

Deviation requests shall specifically document and clearly illustrate the deviation to the particular specification or the requirement set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item. Deviation requests shall be submitted prior to the initial solicitation due date. Requests submitted within 8 days of the solicitation due date may not be answered. Acceptance or rejection of said deviation request shall be at the sole discretion of the County and in accordance with Pima County Procurement Code.

Offerors are advised that conditional offers that do not conform to or that request exceptions to the published solicitation and addendums may be considered non-responsive and not evaluated.

All equipment shall be models of current production, latest design and technology, new and unused unless otherwise specified Manufacturer and offeror documentation, including and not limited to the following shall be provided by the successful offeror not later than 14 days after request by the County and at no additional cost; warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and material safety data sheets (MSDS).

4. OFFERORS MINIMUM QUALIFICATIONS

In order for proposals to be evaluated and considered for award, proposals must be deemed ***Responsive* and *Responsible***. To be deemed ***"Responsive"***, the submitted offer documents shall conform in all material respects to the requirements stated by the solicitation. To be deemed ***"Responsible"***, offerors shall document and substantiate their capability to fully perform all requirements defined by the solicitation. Factors considered include and may not be limited to experience, integrity, perseverance, reliability, capacity, facilities, equipment, credit and other factors required to provide the performance defined by the solicitation.

Offeror shall certify that they possess the minimum qualifications contained in **Exhibit C: Minimum Qualifications Verification Form (1 Page).** Offeror shall provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate *responsibility* may be cause for the offeror's proposal to be rejected as ***Non-Responsive and/or Non-Responsible***.

5. EVALUATION AND AWARD CRITERIA

Pima County shall evaluate proposals deemed ***Responsive* and *Responsible***. Proposals shall be evaluated according to the evaluation criteria set forth herein. Evaluation of cost shall be made without regard to applicable taxes.

	CRITERIA	**MAXIMUM POINTS**
A.	Ability to meet the service and technical needs of the County	40 points
B.	Proven skills and technical competence	30 points
C.	Overall cost of services	25 points
D.	Quality and completeness of Proposal	5 points
	Total	100 points

The evaluation criteria will be used by the evaluation panel when scoring the offeror's answers to the questions contained in **Exhibit D: Questionnaire (10 Pages)**. Offeror should respond in the form of a thorough narrative to each specification as guided by the Questionnaire. The narratives along with required supporting materials should be evaluated and awarded points accordingly. Forms provided and requested for inclusion in this proposal shall not be modified.

Evaluation Criteria

The evaluation committee will assign points to each proposal submitted on the basis of the following evaluation criteria, unless otherwise indicated:

A. Ability to meet the service and technical needs of the County (0 to 40 points)
Points will be based on offeror's responses to the required services and submissions and responses from references.

B. Proven skills and technical competence (0 to 30 points)
Points will be based on offeror's responses to the required services and submissions and responses from references.

C. Overall cost of Services (0 to 25 points)
Points for the cost will be assigned by the evaluation panel based on an estimate of the total cost of the contract.

D. Quality and completeness of Proposal (0 to 5 points)
Points will be based on offeror's responses to the required services and submissions

County reserves the right to request additional information and/or clarification. Any clarification of a proposal shall be in writing. Recommendation for award will be to the responsible and responsive offeror whose proposal is determined to be the most advantageous to the County taking into consideration the evaluation criteria set forth in this solicitation.

If an award is made, the County will enter into an agreement with the Offeror that submitted the highest scoring responsive and responsible offer by executing and transmitting a blanket contract or purchase order document that incorporates the Offer without further action by the Offeror. The County may conduct discussions with the Offeror to clarify the Offer and Agreement details provided that they do not substantially change the intent of the solicitation. Unless otherwise specified, relative ranking of proposals will be made considering the average of total points given to each proposal by evaluators.

County reserves the right to request additional information and/or clarification. Any clarification of a proposal shall be in writing. Recommendation for award will be to the responsible and responsive offeror whose proposal is determined to be the most advantageous to the County taking into consideration the evaluation criteria set forth in this solicitation.

If an award is made, the County will enter into an agreement with the Offeror that submitted the highest scoring responsive and responsible offer(s) by executing and transmitting a Master Agreement (MA) or Purchase Order (PO) document that incorporates the Offer without further action by the Offeror. The County may conduct discussions with the Offeror to clarify the Offer and Agreement details provided that they do not substantially change the intent of the solicitation. Unless otherwise specified, relative ranking of proposal(s) will be made considering the average of total points given to each proposal by evaluators.

6. SUBMISSION OF OFFERS

Offerors are to complete, execute and submit **one original and five (5) copies** of the required documents. The submittal shall include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation that includes and may not be limited to the following:

A. **Exhibit A: Sample Contract,**

B. **Exhibit C: Minimum Qualifications Verification Form**, fully completed as requested, including the required documentation.

C. **Exhibit D: Questionnaire**, fully completed as requested, including all requested documentation.

D. **Exhibit E: Reference Form**, Offeror must provide the names and contact information (phone and e-mail address) for at least 3 current clients. Pima County shall contact clients and request that they complete the Reference Form. Failure to meet this requirement may cause submittal to be deemed non-responsive.

The proposal shall be bound and indexed in the order as indicated above with the exception of Exhibit D Reference documents which shall be submitted by the selected Reference Firms. ***Please do not use 3-ring hard cover binders.***

Proposals must be received and time stamped at the specified location at or before the Due Date/Time as defined by the *Request for Proposals*. Unless specified requested (References) Facsimiles will not be accepted. The “time-stamp” provided by the County shall be the official time used to determine the timeliness of the submittal. Proposals and modifications received after the Due Date/Time will not be accepted, or will be returned unopened. Timely submittals will be opened and recorded promptly after the Due Date/Time.

Proposals must be signed by an authorized agent of the offeror and submitted in a sealed envelope marked or labeled with the offeror’s firm name, solicitation number, title, solicitation due date and time, to the location and not later than the Due Date/ Time specified by the *Request for Proposals*.

Proposals and modifications received after the closing time specified will not be accepted. Facsimiles of proposals will not be accepted.

Failure to comply with the solicitation requirements may be cause for proposal to be rejected as *non-responsive* and not evaluated.

The proposal shall be bound and indexed in the order as indicated above with the exception of Exhibit D Reference documents which shall be submitted by the selected Reference Firms. ***Please do not use 3-ring hard cover binders***.

Proposals must be received and time stamped at the specified location at or before the Due Date/Time as defined by the *Request for Proposals*. Unless specified requested (References) Facsimiles will not be accepted. The “time-stamp” provided by the County shall be the official time used to determine the timeliness of the submittal. Proposals and modifications received after the Due Date/Time will not be accepted, or will be returned unopened. Timely submittals will be opened and recorded promptly after the Due Date/Time.

Proposals must be signed by an authorized agent of the offeror and submitted in a sealed envelope marked or labeled with the offeror’s firm name, solicitation number, title, solicitation due date and time, to the location and not later than the Due Date/ Time specified by the *Request for Proposals*.

Proposals and modifications received after the closing time specified will not be accepted. Facsimiles of proposals will not be accepted.

Failure to comply with the solicitation requirements may be cause for the offeror's proposal to be rejected as *non-responsive* and not evaluated.

7. BEST AND FINAL OFFER

County reserves the right to request additional information and/or clarification with responsible offeror's who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements.

In the event that discussions are held and clarifications are requested, a written request for best and final offers shall be issued. The request shall set forth the date, time, and place for the submission of best and final offers. If offerors fail to respond to the request for best and final offer or fail to submit a notice of withdrawal, their immediate previous offer will be construed as their best and final offer.

8. SAMPLE CONTRACT

A copy of the SAMPLE CONTRACT is included for review (see Appendix D: Sample Contract). Each Contractor, by submitting a Proposal, will be certifying that the contract is acceptable as written. Deviations may be requested as defined by the Instructions to Contractors, Section 3. General Specifications & Deviations, Paragraph 5. Deviations requests shall be submitted prior to the initial due and open date. Requests submitted within eight (8) days of the solicitation due date may not be answered. Deviation requests shall specifically document and clearly illustrate the deviation to the particular article in the sample contract provided. If the deviation is approved, an addendum will be issued modifying the solicitation documents.

9. INQUIRIES & NOTICE OF RECOMMENDATION FOR AWARD (NORFA)

Results of this procurement will not be given in response to telephone inquiries. Interested parties are invited to attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department. No oral interpretations or clarifications made to any respondent as to the meaning of any of the solicitation documents will be binding on Pima County. If a prospective respondent believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the respondent shall notify the Pima County Procurement department in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution prior to the *Due In and Opens* date set for receipt of the bid or proposal. Responses from COUNTY will be made by written addendum and sent to all known potential respondents. Issues identified less than 8 days prior to the *Due In and Opens* date may not be answered.

Interested parties are invited to attend the public opening of submissions at the time and date stated in this solicitation.

"The Pima County protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available through http://www.pima.gov/cob/code/. The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at http://www.pima.gov/procure/awards/ **without regard to whether individual notices were issued**. It is the responsibility of bidders, proposers and offerors to check the website"

10. VENDOR RECORD MAINTENANCE

By submitting a response to this solicitation, the submitter agrees to establish and maintain a complete Pima County Vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document(Form W-9), within ten calendar days of the solicitation due date. The Vendor also agrees to update the information within ten calendar days of any change in that information and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). The registration requires that the Vendor establish and maintain email functionality. In addition to providing the means for a Vendor to create and maintain their Vendor record, VSS also provides for email notice to the vendor regarding solicitations published by Pima County for commodities of interest as defined by the Vendor record. Internet links for Vendor Registration are located at the Procurement Internet page: http://www.pima.gov/procure/venreg.htm.

END OF INSTRUCTIONS TO OFFERORS
(Revised April 23, 2014)

SPECIAL TERMS AND CONDITIONS

1. SCOPE:
This solicitation is being conducted to establish a contract or contracts to provide primary and ancillary banking services, securities safekeeping, purchase card and merchant services to Pima County Treasurer and various County departments per specifications called for herein. The county currently has an existing contract for purchase card services and may elect to not include purchase card services in the award.

Award(s) shall be made to the highest scored proposal(s) and proposal(s) determined to be most advantageous to the County.

It is the intent of the County to issue an award(s) for an initial three (3) year term and include one two year renewal or any portion thereof, at the sole discretion of the Pima County Board of Deposit. The County makes no guarantee regarding the actual amount of work requested to be performed pursuant to a resulting contract.

In the event that the resulting contract is terminated for any reason during the initial term of the contract, Pima County reserves the right to award to the second highest scoring proposal if deemed in the best interest of County.

2. TRANSITION:
At the termination of this agreement, should a different contractor be selected to provide these services, a coordination team may be formed to plan and manage those actions required to achieve smooth, efficient and orderly transition and provision of services from the current to the subsequent service provider. This team will consist of competent representatives, as determined by the COUNTY, the CONTRACTOR, and the subsequent contractor. CONTRACTOR shall participate and cooperate with the COUNTY and subsequent contractor to transition these services as required to avoid and minimize the frequency, and duration of any preventable service interruptions and costs.

3. SPECIFICATIONS:
All Goods and Services shall conform to the *Instructions to Offerors*, and *Standard Terms and Conditions* as modified or added to by the following Specifications:

Additional specifications are contained in the attached Exhibit B, SCOPE OF REQUIRED SERVICES

Offerors shall respond in the form of a thorough narrative to each specification as answers within the REQUIRED SERVICES & SUBMISSIONS. The narratives along with required supporting materials will be evaluated and awarded points accordingly. Forms provided and requested for inclusion in this proposal shall not be modified.
Refer to the section in this solicitation titled “SUBMISSION OF OFFERS” for listing of items to be included in your submittal.

If you intend to use any subcontractors for this proposal, you shall include the required subcontractors’ information in responding to the afore-mentioned minimum qualifications and required services and submissions. Failure to provide such information may cause your proposal to be deemed non-responsive.

4. ORDERING:
Contract administration for the County may be performed by the Pima County Treasurer or her designee.
No guarantee is made as to the actual amount of work that will be required during the term of the contract. No minimum quantity of services is specified or guaranteed by the County.

5. PRICING
Pricing shall include all incidentals and associated costs to comply with the *Instructions to Proposers*, *Standard Terms and Conditions* and these *Special Terms and Conditions*.
All pricing shall be “FOB Destination” delivered to the Pima County Treasurer’s Office located at 115 N. Church Avenue, Tucson, Arizona, 85701.
“Alternative” Price Bids will be accepted and considered.

6. ACCEPTANCE:
Acceptance of the goods and services defined by the contract shall be given by the Pima County Treasurer or designee.

SPECIAL TERMS AND CONDITIONS (continued)

7. BILLING:

Contractor shall provide periodic reports as specified elsewhere in this agreement and such reports shall identify the specific Banking Fees and Credits. The net balance of these fees and credits shall be settled at least annually, unless County agrees to different terms proposed and deemed to be advantageous to the County. Agreement to other terms shall be at the sole discretion of the County, and such agreement shall be documented and executed by both parties.

Contractor shall submit Request(s) for Payment/Invoices to: the Pima County Treasurer for services provided in accordance with the contract. Said documents shall reference the County Contract number under which the charges are authorized, and assign and reference all charges to a particular service payment item defined by the contract.

PIMA COUNTY STANDARD TERMS AND CONDITIONS (06/26/14)

1. OPENING:
Responses will be publicly opened and respondent's name, and if a Bid the amount, will be read on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request For Proposals (RFP)*. Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing Offerors during the process of negotiation. All interested parties are invited to attend.

2. EVALUATION:
Responses shall be evaluated to determine which are most advantageous to Pima County (County) considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, the County will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that were determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made considering the total bid amount.

The County, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with COUNTY or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in COUNTY Code section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing offered by vendor.

3. AWARD NOTICE:
A *Notice of Recommendation for Award* for IFB or RFP will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

4. AWARD:
Awards shall be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of the COUNTY. Unless expressly agreed otherwise, resulting agreements are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

5. WAIVER:
Each respondent, by submission of an offer, bid or proposal proclaims and agrees and does waive any and all claims for damages against COUNTY or its officers or employees when any of the rights reserved by COUNTY may be exercised.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:
If Contractor's terms of sale are inconsistent with the terms of the resultant agreement, the terms herein shall govern, unless Contractor's terms are accepted in writing by COUNTY. No oral agreement or understanding shall in any way modify this order or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant agreement.

7. INTERPRETATION and APPLICABLE LAW:
The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's shall govern. This Agreement incorporates the complete agreement of the parties with respect to the subject matter of this Agreement. No oral agreement or other understanding shall in any way modify these terms and conditions.

8. WARRANTY:
Contractor warrants goods or services to be satisfactory and free from defects.

9. QUANTITY:
The quantity of goods ordered shall not be exceeded or reduced without **written** permission in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) revision or amendment as required by COUNTY Procurement Code. All quantities are estimates and no guarantee regarding actual usage is provided.

10. PACKING:

No extra charges shall be made for packaging or packing material. Contractor shall be responsible for safe packaging conforming to carrier's requirements.

11. DELIVERY:

On-time delivery of goods and services is an essential part of the consideration to be received by COUNTY.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to the COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of the COUNTY.

To mitigate or prevent damages caused by delayed delivery, COUNTY may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor responsibility. COUNTY reserves the right to cancel any delinquent order, procure from alternate source, and/or refuse receipt of or return delayed deliveries, at no cost to COUNTY. COUNTY reserves the right to cancel any order and/or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor will not be held responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provide immediate notice of delay.

12. SPECIFICATION CHANGES:

COUNTY shall have the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment shall be made and the order shall be modified in writing. Any agreement for adjustment must be made in writing. Nothing in this clause shall reduce Contractor's' responsibility to proceed without delay in the delivery or performance of an order.

13. INSPECTION:

All goods and services are subject to inspection and testing at place of manufacture, the destination, or both, by COUNTY. Goods failing to meet specifications of the order or contract shall be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition shall not be considered a waiver of that condition for subsequent shipments or deliveries.

14. SHIPPING TERMS:

Unless stated otherwise by the agreement documents, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") are to be included in the Unit Price offered by Contractor and accepted by the COUNTY.

15. PAYMENT TERMS:

Payment terms are net 30, unless otherwise specified by the agreement documents.

16. ACCEPTANCE OF MATERIALS AND SERVICES:

COUNTY will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that all specification requirements have been met.

17. RIGHTS AND REMEDIES OF PIMA COUNTY FOR DEFAULT:

In the event any item furnished by the Contractor in the performance of the agreement should fail to conform to the specifications thereof, or to the sample submitted by the Contractor, COUNTY may reject same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same, without expense to COUNTY, and immediately replace all such rejected items with others conforming to the specifications or samples. Should the Contractor fail, neglect, or refuse immediately to do so, COUNTY, shall have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to the Contractor the difference between the price named in the Master Agreement or Purchase Order and actual cost to COUNTY.

In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to purchase in the open market and invoke the reimbursement condition above shall apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of COUNTY provided above shall not be exclusive

and are in addition to any other rights and remedies provided by law or under the contract.

18. FRAUD AND COLLUSION:
Each Contractor, by submission of a bid, proclaims and agrees that no officer or employee of COUNTY or of any subdivision thereof has: 1) aided or assisted the Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) any direct or indirect financial interest in the offer or resulting agreement. Additionally, during the conduct of business with COUNTY, the Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that the awardee(s) has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then the agreement so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

19. COOPERATIVE USE OF RESULTING AGREEMENT:
As allowed by law, the COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by the COUNTY. The Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY Master Agreement, or Purchase Order. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting agreement. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and shall be transacted between the requesting party and Contractor. Contractor shall hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use COUNTY agreements can be viewed at the Procurement Department Internet home page: http://www.pima.gov/procure by selecting the link titled *Authorized Use of COUNTY Agreements*.

20. PATENT INDEMNITY:
Contractor shall hold COUNTY, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Master Agreement, Purchase Order, and associated orders. Contractor may be required to furnish a bond or other indemnification to COUNTY against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

21. INDEMNIFICATION:
Contractor shall indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the Master Agreement, Purchase Order or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

22. UNFAIR COMPETITION AND OTHER LAWS:
Responses shall be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable COUNTY, State, and Federal laws and regulations.

23. COMPLIANCE WITH LAWS:
Contractor shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona shall govern the rights, performance and disputes of and between the parties. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement shall apply, but do not require an amendment/revisions.

24. ASSIGNMENT:

Contractor shall not assign its rights to the resultant agreement, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

25. CONFLICT OF INTEREST:
All agreements are subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all resultant Master Agreement or Purchase Orders as if set forth in full herein.

26. NON-DISCRIMINATION:
CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors.** Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

27. NON-APPROPRIATION OF FUNDS:
Pursuant to the provisions of A.R.S. § 11-251, sub-section 42, this agreement may be canceled if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining any agreement. In the event of such cancellation, COUNTY shall have no further obligation, other than for services or goods that have already been received.

28. PUBLIC INFORMATION:
Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records submitted in response to this solicitation that Contractor reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor **prior** to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the Contractor of the request for release, unless Contractor has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Contractor shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall COUNTY be in any way financially responsible for any costs associated with securing such an order.

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:
Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and are unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the agreement. It is agreed that such tools and documentation are the property of COUNTY and shall be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation shall be delivered to COUNTY within twenty days of acceptance by the COUNTY of the first article sample, or not later than ten days of termination of the agreement associated with their development, without additional cost to COUNTY. The Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by COUNTY at no additional cost. Should exceptional circumstances be present that may justify an additional charge, the Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and COUNTY, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by the Contractor result in additional costs to the COUNTY the Contractor agrees to reimburse the COUNTY for said actual and incremental costs provided that the COUNTY had given the Contractor reasonable time to respond to the COUNTY's requests for support.

30. AMERICANS WITH DISABILITIES ACT:
Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

31. NON-EXCLUSIVE:
Agreements resulting from this solicitation are non-exclusive and are for the sole convenience of Pima County which reserves the right to obtain like goods and services from other sources for any reason.

32. PROTESTS:
An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:
COUNTY reserves the right to terminate any Master Agreement, Purchase Order, Delivery Order, Delivery Order Maximo or award, in whole or in part, at any time, without penalty or recourse when in the best interests of the COUNTY, Upon receipt of written notice, Contractor shall immediately cease all work as directed by the notice, notify all sub-Contractor of the effective date of termination and take appropriate actions to minimize further costs to the COUNTY. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the contract shall become the property of and be promptly delivered to the COUNTY. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 shall apply.

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:
In the event that there are inconsistencies between agreement documents, following is the order of precedence, superior to subordinate, that shall be applied to resolve the inconsistency: Master Agreement, Delivery Order or Delivery Order Maximo, Purchase Order, offer agreement or contract attached to a Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo ; standard terms and conditions; other solicitation documents.

35. INDEPENDENT CONTRACTOR:
The status of the Contractor shall be that of an independent Contractor. Neither Contractor nor Contractor officer's agents or employees shall be considered an employee of COUNTY or be entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Contractor's failure to pay such taxes. Contractor shall be solely responsible for program development and operation.

36. BOOKS AND RECORDS:
Contractor shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY. In addition, Contractor shall retain all records relating to this contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

37. COUNTERPARTS:
The Master Agreement or Purchase Order awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart shall be deemed an original, and together such counterparts shall constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Respondent and the signed acceptance of COUNTY shall each be deemed an original and together shall constitute a binding Master Agreement, if all other requirements for execution have been met.

38. AUTHORITY TO CONTRACT:
Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that COUNTY does not have authority to enter into the Master Agreement or Purchase Order, COUNTY shall not be liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

39. FULL AND COMPLETE PERFORMANCE:
The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

40. SUBCONTRACTOR:

CONTRACTOR shall be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts CONTRACTOR may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

41. SEVERABILITY:

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY shall have the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

CONTRACTOR shall advise each subcontractor of COUNTY's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR's books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

43. CONTROL OF DATA PROVIDED BY PIMA COUNTY:

For those projects and contracts where Pima County has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by Pima County, Contractor shall treat, control and limit access to said information as confidential and under no circumstances release any data provided by County during the term of this agreement and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and is further prohibited from selling such data directly or through a third party. Upon termination of the associated agreement or completion of the required contractual intent whichever occurs sooner, Contractor shall either return all data to County or shall destroy such data and confirm destruction in writing in a timely manner not to exceed 60 calendar days.

END OF *PIMA COUNTY STANDARD TERMS AND CONDITIONS*

EXHIBIT A: SAMPLE CONTRACT (Page X of Y)

PIMA COUNTY TREASURER'S OFFICE **PROJECT: BANKING SERVICES** **CONTRACTOR**: **[awardee legal name & address]** **AMOUNT: $xxx,000** **FUNDING: Various Funds**	(STAMP HERE)

PROFESSIONAL SERVICES CONTRACT - Board of Supervisors

THIS CONTRACT entered between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY; and [Legal Name as documented by the ACC or sole proprietorship], hereinafter called CONTRACTOR.

W I T N E S S E T H

WHEREAS, COUNTY requires the services of a CONTRACTOR to provide Servicing Bank services and other ancillary banking services to Pima County Treasurer and various County departments; and

WHEREAS, consistent with Board of Supervisors Policy D29.6 CONTRACTOR submitted the most advantageous response to Solicitation No. 169552 titled for said services.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES

This Contract, as awarded by the Board Of Supervisors, shall commence on July 1, 2015 and shall terminate on June 30th, 2018, unless sooner terminated or further extended pursuant to the provisions of this Contract. The parties may renew this Contract for up to one additional two-year period or any portion thereof.

Any modification, or extension of the contract termination date, shall be by formal written amendment executed by the parties hereto.

Amendments to the Contract must be approved by the Board of Deposit or the Procurement Director, as required by the Pima County Procurement code, before any work or deliveries under the Amendment commences.

ARTICLE II – SCOPE OF SERVICES

This Contract establishes the agreement under which the CONTRACTOR will provide COUNTY with products and services in accordance with the attached Exhibit A: Scope of Services (xx pages).

CONTRACTOR shall provide COUNTY the goods and services as defined in this Contract. All goods and services shall comply with the requirements and specifications as called for in this Contract and solicitation documents contained or referenced in Pima County Solicitation No. 169522, these documents are incorporated into the Contract the same as set forth in full herein.

CONTRACTOR shall employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel, especially those key personnel COUNTY relied upon in making this Contract, CONTRACTOR shall obtain the approval of COUNTY. The key personnel include the following staff:

ARTICLE III – COMPENSATION AND PAYMENT

In consideration for the goods and services specified in this Contract, the COUNTY agrees to pay CONTRACTOR in an accordance with pricing identified by EXHIBIT B: COMPENSATION AND PAYMENT (x Pages) which shall be the pricing schedule for this contract, for services or tasks as defined by EXHIBIT A: SCOPE OF SERVICES (x pages)

Although State and City sales tax are paid when applicable and invoiced, taxes should not be included in the unit price.

CONTRACTOR shall provide detailed documentation in support of requested payment. Payment requests shall assign all costs to items identified by Exhibit B.

It is the intention of both parties that pricing shall remain firm during the term of the contract. Price increases shall only be considered in conjunction with a renewal of the Contract. In the event that economic conditions are such that unit price increases are desired by the CONTRACTOR upon renewal of the Contract, CONTRACTOR shall submit a written request to COUNTY with supporting documents justifying such increases at least 90 days prior to the termination date of the Contract. It is agreed that the Unit Prices shall include compensation for the CONTRACTOR to implement and actively conduct cost and price control activities. COUNTY will review the proposed pricing and determine if it is in the best interest of COUNTY to renew or extend the Contract as provided for in Article I of this Contract.

CONTRACTOR shall not provide goods and services in excess of the Exhibit A Line Item and Contract Amounts without prior authorization by an amendment executed by COUNTY. Goods and Services provided in excess of Line Item or Contract Total Amounts without prior authorization by fully executed amendment shall be at CONTRACTOR'S own risk.

For the period of record retention required under Article XXI, COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefore by setoff or otherwise for payments determined to be improper or contrary to the contract or law.

ARTICLE IV - INSURANCE

CONTRACTOR shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

a) Commercial General Liability in the amount of $1,000,000.00 combined single limit Bodily Injury and Property Damage. Pima County is to be named as an additional insured for all operations performed within the scope of the Contract between Pima County and CONTRACTOR;

b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of $1,000,000.00 combined single limit or $1,000,000.00 Bodily Injury, $1,000,000.00 Property Damage;

c) If this Contract involves professional services, professional liability insurance in the amount of $1,000,000.00; and,

d) If required by law, workers' compensation coverage including employees' liability coverage.

CONTRACTOR shall provide COUNTY with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice to the COUNTY of cancellation, non-renewal or material change.

ARTICLE V - INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

CONTRACTOR warrants that all products and services provided under this contract are non-infringing. CONTRACTOR will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

ARTICLE VI - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

ARTICLE VII - INDEPENDENT CONTRACTOR

The status of the CONTRACTOR shall be that of an independent contractor. Neither CONTRACTOR, nor CONTRACTOR'S officer's agents or employees shall be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. CONTRACTOR shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR'S failure to pay such taxes. CONTRACTOR shall be solely responsible for program development and operation.

ARTICLE VIII - SUBCONTRACTOR

CONTRACTOR will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

ARTICLE IX - ASSIGNMENT

CONTRACTOR shall not assign its rights to this Contract, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

ARTICLE X - NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any COUNTY employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out CONTRACTOR'S duties pursuant to this Contract. CONTRACTOR shall comply with the provisions of Executive Orders 75-5, as amended by Executive Order 99-4, which are incorporated into this Contract by reference as if set forth in full herein.

ARTICLE XI - AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

ARTICLE XII - AUTHORITY TO CONTRACT

CONTRACTOR warrants its right and power to enter into this Contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY shall not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

ARTICLE XIII - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

ARTICLE XIV - CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE XV - TERMINATION

COUNTY reserves the right to terminate this Contract at any time and without cause by serving upon CONTRACTOR 30 days advance written notice of such intent to terminate. In the event of such termination, the COUNTY'S only obligation to CONTRACTOR shall be payment for services rendered prior to the date of termination.

This Contract may be terminated at any time without advance notice and without further obligation to the COUNTY when the CONTRACTOR is found by COUNTY to be in default of any provision of this Contract.

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Contract. In the event of such termination, COUNTY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

ARTICLE XVI - NOTICE

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:
Pima County Treasurer's Office
Attn: Beth Ford (or Current Treasurer)
115 N. Church
Tucson, AZ 85701

CONTRACTOR:
[Department Director Name/Address]
[Name, legal address, fax/phone of Contractor Officer submitting bid]

ARTICLE XVII - NON-EXCLUSIVE CONTRACT

CONTRACTOR understands that this Contract is nonexclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

ARTICLE XVIII - OTHER DOCUMENTS

CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in the Pima County Request for Proposal Solicitation No. 169522 including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, CONTRACTOR'S Proposal and on other information and documents submitted by the CONTRACTOR in its' response to Solicitation No. 169522. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

ARTICLE XIX - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE XX - SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE XXI - BOOKS AND RECORDS

CONTRACTOR shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

In addition, CONTRACTOR shall retain all records relating to this contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

ARTICLE XXII – PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(G) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records submitted in response to this solicitation that respondent believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by respondent prior to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., County shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the respondent of the request for release, unless respondent has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Respondent shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

County shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall County be in any way financially responsible for any costs associated with securing such an order.

ARTICLE XXIII – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY shall have the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR'S or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

CONTRACTOR shall advise each subcontractor of COUNTY'S rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

ARTICLE XXIV – SCRUTINIZED BUSINESS OPERATIONS

"Pursuant to A.R.S. §§ 35-391.06 and 393.06, contractor hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by contractor may result in action up to and including termination of this contract.

ARTICLE XXV - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PIMA COUNTY

_____
Chair, Board of Supervisors

Date:_____

ATTEST

_____
Clerk of Board

Date:_____

APPROVED AS TO FORM

_____
Deputy County Attorney

Date:_____

APPROVED AS TO CONTENT

_____
Department Head

_____
Date

(if required by County Department or delete)

CONTRACTOR

_____
Authorized Officer Signature

_____
Printed Name and Title

Date: _____

END OF EXHIBIT A: SAMPLE CONTRACT

EXHIBIT B

SCOPE OF REQUIRED SERVICES (1 of 2 PAGES)

REQUIRED SERVICES

GENERAL PROVISIONS

The servicing bank will be required to act as the principal depository and banking agent for the Pima County Treasurer's Office for the period of at least July 1, 2015 through June 30, 2018. In such capacity, the servicing bank will be required to process the majority of the deposit and disbursement activity for all phases of county government, including those political subdivisions which maintain funds with the Pima County Treasurer. These activities include but are not limited to accepting deposits, paying checks and warrants, issuing and receiving wire transfers of funds through the Federal Reserve System, acceptance and disbursement of ACH transactions, on-line banking services, lockbox processing of tax payment receipts and potentially other receipts, extension of unsecured Lines-of-Credit for each Pima County political subdivision and related transactions, credit and debit card processing (Merchant services), internet payment support, Purchase card and other vendor payment services and securities safekeeping services including receipt of securities, interest and dividend payments and redemptions of those securities. There is no guarantee that Pima County will utilize all services requested in this RFP and is not prohibited from soliciting comparable services from others.
Warrants must be presented to the Treasurer for payment. Credit must be provided to the Treasurer for any missing warrants. A grand total of all warrants paid must be provided. A primary service representative must be located in Arizona and be able to resolve any discrepancies or facilitate resolution of any discrepancies. All investment transactions must be settled Delivery vs. Payment. Investments must be registered in Pima County's name. The lockbox services must be located in the state of Arizona.

VOLUME OF ACTIVITY

This list is not intended to be fully inclusive and are estimates intended for informational purposes only.

Current Accounts	4	
Deposits and other Credits:		
Daily Deposits	1860 average per month	22,500 per year
Deposits and other Credits	.$211M average per month	$2.5B annual
Deposit Items	50,000 average per month	650,000 annually
Currency/Coin Deposits	$750,000 average per month	$9.5M annually
ACH:		
Credits	16,000 average per month	200,000 annually
Debits	5,700 average per month	70,000 annually
Wire Transfers:		
Outgoing	17 average per month	200 annually
Incoming	42 average per month	500 annually
Warrants and Other Debits:		
Warrants Processed	16,000 average per month	200,000 annually
Checks Issued	1200 average per month	15,000 annually
Debit Volume	$220M average per month	$2.5B annually
Lockbox:		
Payments Processed	34,000average per month	300,000 annually
Multiples average about 20-25% of payments		
Safekeeping:		
Number of Securities Held	115	115
Portfolio Size	$325,000M	$325,000M
Merchant Services:		
Merchant Accounts	44	44
Volume	$26.3M	$26.3M
Average Ticket	$152	$50 - $2700
Number of Transactions	173,000	173,000

EXHIBIT B
SCOPE OF REQUIRED SERVICES (2 of 2 PAGES)

OVERVIEW OF CURRENT SERVICES

This section is not intended to be inclusive of all services expected of the servicing bank, but is intended to provide the responder with a general concept of what services are provided to Pima County by its current servicing bank. Pima County will consider variations of how these services are provided unless specifically required in this request for proposal.

The primary banking relationship will be with the Pima County Treasurer who is responsible for most day-to-day banking activities for Pima County and some of its political subdivisions. In addition, other Pima County departments may have additional bank accounts, which are outside the control and authority of the Pima County Treasurer. The departments are responsible for these accounts and the fees incurred. These separate accounts may be subject to the bank servicing agreements and its pricing and compensation.

This proposal is not intended to address banking requirements of Pima County's political subdivisions that are contracted separately by those political subdivisions.

Pima County currently utilizes several bank accounts that are linked together, some that are on a "zero-balance" basis. All deposits are currently made to one Disbursement Servicing account. Checks issued by the Pima County Treasurer are also drawn on this account. The primary banking activity of the Pima County Treasurer flows through this account. Warrants issued by the political subdivisions are cleared through a separate account as payable through drafts. Each political subdivision is issued its own separately identifiable series of warrants. Since this account is used as a clearing account and maintains a deficit balance, a Warrant Compensation account is maintained with a balance of the average of the preceding month's dollar volume of cleared and paid warrants to offset the deficit balance. The Pima County Treasurer also maintains a separate account for credit card, lockbox, internet deposit activity, ACH debit activity and an account used for a school districts benefits provider.

Warrant clearing activity is submitted to the County Treasurer via a secured FTP site. Images of the warrants must be provided to the Treasurer in specific format required by the Treasurer. The County Treasurer currently receives previous day reporting via the Internet. Some transactions are conducted on-line, such as wire transfer, ACH disbursements and stop pay transactions. The County Treasurer currently uses reverse positive pay as its fraud prevention to verify validity of checks/warrants presented for payment.

Each political subdivision has an unsecured line-of-credit on which it can draw. If sufficient funds are not available to pay a political subdivision's warrants according to the County Treasurer's books, the County Treasurer is authorized to draw on the political subdivision's line of credit. The County Treasurer is responsible for repaying the line of credit and interest charges, as funds become available to the political subdivision. If the line-of-credit is exhausted, the current servicing bank may purchase the registered warrants.

The Pima County Treasurer currently utilizes safekeeping services for investments purchased by its brokers. Transactions must be settled Delivery v Payment and must be registered in Pima County's name.

The Pima County Treasurer utilizes lockbox services for processing current year property taxes from the time the tax statements are mailed in mid-September until approximately the following May 15th . Payments are mailed to a Post Office box located near the processing center in Phoenix. After May 15th, lockbox staff clears the PO Box weekly and sends the payments unopened to the Treasurer's Office. Lockbox processing consists of depositing balanced checks via Image Cash Letter, imaging checks and the associated coupons, creating a payment file from the data included in the scan line on the coupon and submitting the encrypted data file via secured FTP site. Lockbox processes payments without a coupon provided the account number or parcel identification number (state code) is included. Peak processing volumes occur around the due dates of October 1 and March 1 and delinquency dates of November 1 and May 1. During peak volume times, the number of payments can range from 3500 to 7000 daily. The lock box service provider must be located in the state of Arizona.

The servicing bank is currently providing credit card merchant services, internet payment gateways and armored car services under its current agreement. The Pima County Treasurer will consider alternatives to armored car services.

END OF EXHIBIT B

EXHIBIT C
MINIMUM QUALIFICATIONS VERIFICATION FORM (1 PAGE)

OFFEROR'S NAME: _____

Offeror certifies that they possess the following minimum qualifications and shall provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate *responsibility* may be cause for the offeror's proposal to be rejected as ***Non-Responsive***.

Provide documented and verifiable evidence that your firm satisfies the following Minimum Qualifications, and indicate what/if attachments are submitted.

ITEM NO.	MINIMUM QUALIFICATIONS	COMPLIANCE YES/NO (SELECT ONE)	DOCUMENT TITLE AND NUMBER OF PAGES SUBMITTED FOR EACH DOCUMENT
1	The eligible bank must comply with Arizona Revised Statutes Title 35 Article 2.1 section 325 (A) and have a total capital structure of ten million dollars or more, resources of one hundred million dollars or more and be otherwise in a sound condition.	Yes/No	Provide latest Audited Financial Statements
2	The eligible bank must have experience as the servicing bank for at least one County Treasurer.	Yes/No	Provide References
3	The eligible bank must have an investment grade credit rating as assigned by Standard & Poor's, Fitch, and Moody's Investors Services.	Yes/No	Provide credit rating
4	The eligible bank must be able to complete transition from current provider and provide all required banking services to Pima County by July 1, 2015	Yes/No	Certification of Compliance _____ Signature – _____ Print Name
5	Respondent firm shall demonstrate the capacity to provide all Services described in ATTACHMENT A: REQUIRED SERVICES AND QUESTIONNAIRE (Exhibit C) Respondent's proposal shall include EXHIBIT A and EXHIBIT B as defined in the QUESTIONNAIRE section	Yes/No	Submitted Proposal
6	Respondent shall provide a minimum of 5 references from customers who are governments, at least one of which shall be from a County Treasurer located in the State of Arizona and at least one of which shall be from a County Treasurer whose services and volume provided are equal to or better than those defined in this request for proposal.	Yes/No	Receipt of References

SIGNATURE: _____ DATE: _____

_____
PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING OFFER

EXHIBIT D
QUESTIONNAIRE (1 of 10 PAGES)

OFFEROR'S NAME: _____

The evaluation committee will assign points to each proposal submitted on the basis of the following evaluation criteria unless otherwise indicated.

QUESTIONNAIRE

Respondent's proposal shall address all requirements identified in this REQUIRED SERVICES AND QUESTIONNAIRE section. The respondent's proposal shall include two sections, one titled "EXHIBIT A: SCOPE OF SERVICES (__ # PAGES)" and one titled "EXHIBIT B: COMPENSATION AND PAYMENT (__ # PAGES)."

EXHIBIT A: SCOPE OF SERVICES shall respond to all questions contained below using the same numbering system. For example, the following approach is acceptable: "1) Deposits: 1-a) <*type answer to question a here*>; 1-b) <*type answer to question b here*> … ." Responses to questions shall also address requirements described under REQUIRED SERVICES as appropriate.

EXHIBIT B: COMPENSATION AND PAYMENT shall provide all fee, cost, compensation, payment or credits-related information, and shall reference the numbering scheme used in this QUESTIONNAIRE. For example, for costs associated with item 1) Deposits, respond with the following: "1-d) Costs associated with a deposit: <*type in all costs associated with a deposit, including an aggregate total for this item*>." Each service item defined in Exhibit A that has any fee or cost (or credit) associated with it, shall have its corresponding fee or cost defined in Exhibit B. Likewise, every service payment item defined in Exhibit B shall have the corresponding service item defined in Exhibit A. Services or payment items proposed beyond those identified in Exhibit A or B shall be clearly specified and compensation details provided.

Fees shall either be fixed fees or index-based. An example of a fixed fee is "$0.02 per transaction." An example of index-based pricing is a rate tied to an index such as the Federal Funds Rate. If any index-based pricing is proposed, in your EXHIBIT B: COMPENSATION AND PAYMENT clearly identify the name of the index, the organization that publishes it, the web address or other means by which the current rate may be readily obtained, the proposed frequency of adjustment (such as "annually on the contract anniversary date") and the formula by which adjustment shall be made. Acceptance of all pricing is subject to County approval, and at the sole discretion of the County.

Refer to Exhibits A and B within the attached SAMPLE CONTRACT for instructions regarding "Initials line" and "Signature block" which must be included in your Exhibits A and B.

SECTION 1 – BANKING SERVICES

1) Deposits
   a) Identify any deposit procedures you require, such as a limit on the number of checks per deposit. *{Responses to all questions shall be included in your Exhibit A}*
   b) What methods do you have available to allow us to identify the Pima County department or political subdivision making the deposit?
   c) Are there branches located throughout Pima County that can accept deposits from various political subdivisions and Pima County departments? If yes, identify the locations in Pima County.
   d) Describe any services regarding deposits that are available, for example deposits via smart phone.
   e) Identify all costs associated with a deposit. *{Fees or credits-related information shall be included in your Exhibit B*

2) Check Clearing
   a) Identify all costs associated with check clearing.

3) Warrant Clearing
   a) Warrants must be presented to the Treasurer within two business days of clearing.
   b) Credit must be provided to the Treasurer for any missing warrants, invalid warrants or clearing errors.
   c) What method do you have available to allow us to identify the political subdivision that issued the warrant?
   d) Are you able to provide warrant data and image files according to the specifications included in Exhibit F?
   e) Identify all costs associated with clearing and payment of warrants.

EXHIBIT D
QUESTIONNAIRE (2 of 10 PAGES)

4) Returned Items and Stop Payment
   a) Identify all costs associated with placing a Stop Payment on a check or warrant issued by the Pima County Treasurer or any of its political subdivisions.
   b) Identify the time before the stop-pay becomes effective.
   c) Identify all costs associated with a deposit item that is returned.
   d) Can you provide a means for returned items to be deposited a second time before the item is returned to the Treasurer for collection?

5) Wire Transfer Services
   a) Identify all costs associated with placing an outgoing wire.
   b) Identify all costs associated with receiving an incoming wire.
   c) Identify methods available to initiate a wire.
   d) Identify the opening hours and the cut-off times in Mountain Standard Time initiating wire transfers to ensure same-day execution? List by type of transfer and method of communication.
   e) What steps are you taking to ensure uninterrupted service?
   f) How can the status of wire transfers be tracked by the customer?
   g) Is a method available to allow for wire transfer and ACH payment preparation, review and release prior to the payment date? How far in advance can a wire be prepared and released?
   h) Identify methods available for repetitive wires to the same recipient of the same or varying amounts.
   i) What is the bank's policy in the event of a wire transfer failure for which receipt of instructions has been confirmed to the customer?
   j) At what point does the bank assume legal liability for executing a wire transfer? How is that event identified?
   k) What are procedures and the time limits to effectively cancel a wire?
   l) Describe security measures to protect the validity of wire transfers.
   m) What information is available to identify incoming wires? Are any of these fields available for standardization?

6) Reporting Services
   a) Identify all costs associated with reporting.
   b) Provide a description of the reporting services available on-line.
   c) Identify all reporting tools available to end users including whether they are pushed or users must initiate.
   d) Are any of the reporting services that are available on-line also available in a downloadable format? Identify available formats. Can the reports be electronically transmitted to the treasurer via FTP or other method?
   e) Provide a sample of your standard reports.

7) ACH Services
   a) Identify all costs associated with processing ACH transactions.
   b) Identify methods available to transfer ACH files, with complete descriptions and technical requirements including encryption, including but not limited to FTP process.
   c) What services are available to protect our account from unauthorized ACH debits?
   d) Can the bank selectively accept ACH debits only from originators authorized by us?
   e) Describe the bank's ACH return process. When will returned funds be posted to the County's account?
   f) How do you advise customers of NACHA rule changes and their impact?
   g) Identify timelines for ACH transactions?
   h) Define reporting available to the County for ACH transactions and other reconciliation tools available.
   i) Identify data available for incoming ACH transactions.
   j) ?

8) On-line banking
   a) Identify available on-line banking services.
   b) Identify controls available with on-line banking including electronic validation.
   c) Can access to on-line services be provided to various sites and users? If so, identify controls.
   d) Can access to on-line services be restricted to users according to an authorization hierarchy?

EXHIBIT D
QUESTIONNAIRE (3 of 10 PAGES)

9) Technical Requirements - Required Services (PCTO Formats Included where applicable) Additional information may be required:

a) Daily Bank Statements
Daily Bank Statements must be able to be delivered electronically using PGP encryption. The servicing bank must provide the daily bank statements in XML format and all supporting documentation to parse the data appropriately. The servicing bank must provide a schedule for daily delivery of the bank statement, i.e. when the file will be available for transmission or pickup.

Requirement	Yes	No
Secured Daily Electronic Delivery		
PGP Encryption		
XML		
BAI Codes and Compliance		
Enhancements and Bug Fixes		
Transmission Support		
Time available		

Comments:

b) Warrants (PAID DATA)
Warrants paid data must be able to be delivered electronically using PGP encryption. The servicing bank must provide the warrant data in XML format and all supporting documentation to parse the data appropriately provide a schedule for daily delivery of the bank statement, i.e. when the file will be available for transmission or pickup. The data must include Record Code, Cleared Date, Warrant Number and amount paid.

Requirement	Yes	No
Secured Daily Electronic Delivery		
PGP Encryption		
XML		
Enhancements and Bug Fixes		
Transmission Support		
Must Include:		
Warrant Code		
Warrant No		
Cleared Date		
Amount Paid		
Time available		

Comments:

EXHIBIT D
QUESTIONNAIRE (4 of 10 PAGES)

c) Warrant Images
Provide the methods available to provide images of deposited and paid items, including indexes, file formats, image naming conventions and transmission requirements and schedules.

Requirement	Yes	No
Secured Daily Electronic Delivery		
PGP Encryption		
Image Index		
.TIFF format		
Enhancements and Bug Fixes		
Transmission Support		
Time available		

Comments:

d) Lockbox Processing
Lockbox data must be available for automated processing between 9:00 and 10:00PM. Lockbox data must be in the format specified and approved by the Pima County Treasurer. There are two data files: a control file and a detail file.

Requirement	Yes	No
Secured Daily Electronic Delivery		
Required PCTO Control Format		
Required PCTO Detail Format		
250 Items Per Batch		
Electronic Report Images		
Auto-deposit		
Enhancements and Bug Fixes		
Transmission Support		
Time available		

e) On Line Payment Processing
Describe your ability to support remote payment processing (the ability of the taxpayer to pay taxes, fees, services, and other transactions online, including credit and debit card payments). If you support remote payment processing, include remittance and reversal file formats, sample input and output files, processing schedule, change management and support availability, the fee structure for enhancements, and a description of management/administration tools. The Pima County Treasurer will extract data from the remittance and reversal data for processing payments.

Requirement	Yes	No
Secured Daily Electronic Delivery		
Auto-deposit		
Control Reports		
Provide Process Schedule		
Include record formats:		
Remittance File		
Reversal File		
Payment/Account File		
250 Items Per Batch		
Process Multiple Amounts Due		
Client Administration and Management		
Enhancements and Bug Fixes		
Transmission Support		
Time available		

Comments:

f) Transmission Requirements and Support
Includes documentation on data transmission requirements, processing schedules and Holidays when data will not be transmitted. Include precautions taken to avoid duplication/replicating file transmission, technical customer support for file and communications problems, the hours of operation for technical support, and the notification process for scheduled and unscheduled system downtime.

Requirement	Yes	No
Provide Data Transmission Requirements		
Provide processing schedule		
Provide holiday schedule		
Provide transfer error procedures		
Provide Transmission Logs		
Hours of technical support		
Provide downtime notification procedures		

Comments:

10) Lockbox services
   a) Identify the location of your lockbox service provider.
   b) Identify all costs associated with your lockbox services including returned items.
   c) Where is your lockbox service provider located?
   d) Identify the relationship of your lockbox service provider.
   e) Identify key staff responsible for our account and their qualifications.
   f) Identify the technical specifications required for wholesale processing. Does our current coupon meet your specifications or will changes be required?
   g) Describe your lockbox process and procedures.
      i) Identify the controls in place to ensure accurate processing per customer specifications.
      ii) Describe any priority handling of items.
      iii) Describe the methods to assure validity of data.
      iv) Do you retain the actual check in the lockbox department until data capture is completed or do you send the check for collection prior to data capture?
      v) What back-up arrangements exist should the system fail?
      vi) Describe procedures to ensure that transmissions are received successfully and contain all remittance payment detail. Describe your backup procedures in the event the transmission is not successful.
      vii) List the bank's schedule for post office pickups of wholesale lockbox mail for weekdays, weekends and holidays.
      viii) Describe the receipt and handling of remittances delivered by private services to the lockbox for processing.
      ix) How will your processing, procedures and/or timelines change with our extreme peak demands for services?
   h) Do you allow for same day credit of lockbox deposits (i.e. lockbox deposits after your normal deposit cut-off time is posted as same day)?
   i) Do you have the ability to start and stop services without additional fees?
   j) Can you provide images of deposited items and provide the technical specifications of the provided images? Provide a schedule of availability of the images. Can you associate the image with the payment record?
   k) Can you determine the payment type, first half, second half, by the amount submitted and the coupon data?
   l) How do you handle multiple payments, single check multiple accounts or multiple checks single account?
   m) How do you handle errors made by lockbox in the amount of the check? For example, the check amount as written is different from the amount included in the bank deposit.
   n) Can you return envelopes according to a specific schedule? For example, all envelopes must be returned for the first five business days of each month. At what cost? Can you identify the account(s) paid by the contents of the envelope? At what cost? Can you provide images of the envelopes and associate them to the payment record?

EXHIBIT D
QUESTIONNAIRE (6 of 10 PAGES)

11) Line-of Credit & Registered Warrants
    a) Identify all costs associated with line of credit activity.
    b) Provide a sample copy of the line of credit agreements.
    c) Will the bank purchase registered warrants?
    d) If so, identify all costs associated with registered warrant activity?
    e) Can you provide flexible credit lines depending on the date range?
    f) Explain your processes for accessing lines of credit for our political subdivisions.

12) Compensation
    a) Identify the rate the bank will use for compensation of bank fees based on account balances.
    b) Identify the method of calculating bank compensation, i.e. earnings credits.
    c) Identify the settle terms, if earnings credits are insufficient.
    d) Identify any charges that would NOT be covered by account balance compensation.
    e) If the county elects to pay for banking fees in cash, identify any variation in terms offered.

13) Fraud prevention
    a) Identify any fraud prevention and detection services you offer.
    b) Identify any fraud prevention and detection services you require of your customers, such as positive pay.
    c) Do you offer positive pay on payee?
    d) What protections do you offer if a warrant is rejected for payment under a positive pay program?
    e) Successful responder must accept financial burden for fraudulent checks and warrants paid from any Pima County funds under the custody of the Pima County Treasurer or any other accounts under this agreement.

14) Personnel & Customer Service:
    a) Identify personnel responsible for our account and provide their qualifications.
    b) Indicate the organizational structure of your bank for customer service.
    c) In addition to a primary account representative, a primary service representative must be located in Arizona and be able to resolve any discrepancies or facilitate resolution of any discrepancies.
        i) Identify this individual,
        ii) How does the bank ensure continuity of service when the primary customer service representative is unavailable?
        iii) Describe the responsibilities of customer service personnel, including the chain of command and escalation procedures for problem resolution.

15) Describe the bank's procedures for processing inquires that require research and/or adjustments. What are the established turn-around times for inquiries related to research and adjustments?

SECTION 2 – MERCHANT SERVICES Credit Card Processing (Merchant) Services

16) Credit Card Processing (Merchant) Services:
    a) Do you have the ability to identify transactions by Pima County Department?
    b) Identify all costs associated with credit card processing.
    c) Please describe the fees available to Pima County to charge to accept credit/debit cards and ACH?
    d) Describe AVS (Address Verification Service) capability and process.
    e) Describe the ability to pass through Pima County transaction ID on all reports, including chargebacks.
    f) List all of the cards (and card types) for which you accept transactions.
    g) Do you allow external contracts – such as a direct contract with American Express or must all transactions go through your Merchant Services?
    h) Describe your settlement process – Host, Terminal, auto-settle, etc and timing requirement.
    i) Will our relationship manager be a public sector specialist? Identify our relationship manager and the public sector clients they serve. If unable to identify specific clients, identify their type, for example, 7 counties, 28 cities, etc.
    j) The county has not migrated to ENV technology for their machines. Please identify the cost to meet compliance with these new standards.
    k) Describe available on-line services.
    l) Describe available reports
    m) Describe any products you have available to apply service fees as opposed to convenience fees.

17 Internet Payment Processing Services
Pima County seeks to offer a variety of service options through the Internet. These services include, but are not limited to, tax payments, payments of fees and penalties, licenses, and data subscription services.

General Requirements
List and describe your products that allow the Pima County to offer those services and identify the costs of each product.

What gateway services do you offer and are those services from an outside vendor or vendors?

Do you allow transactions from third parties that do accept "service fees?" If yes, describe rules, limitations, and costs, if any, not described in the Merchant Services section.

Identify connectivity options for real time and batch transactions and the security provisions used with each connection option.

Do you support recurring amount payments such as monthly sewer fees or annual permits?

Do you support MOTO (Mail Order – Telephone Order) transactions?

Describe how chargebacks and return notifications are reported, the time frame in which they are reported, in what form(s) they are reported (if electronic what format), and whether Push or Pull?

What are your interface requirements for internet transactions? Are they real time, batch only or both?

.

What is the largest transaction amount you will accept through Internet Payment Processing Services?

What countries, regions, and states are blocked from internet transactions?

Describe what consumer information is retained within your systems from Internet Payment Processing Services transactions.

What means do you provide to notify county end-users of entered transactions?
Describe policies regarding payment with bit coins or other non-traditional currency or non-US dollars.

Who provides Customer Service for Merchant Services, you, the third party processor, or combination? What are your customer service hours for each entity? How are they contacted? Are there service level agreements?

Identify any promotional or derivative services provided in association with Internet Payment Processing Services, including marketing analysis or targeting.

What uses are made of retained information for non-Pima County activities such as statistical analysis, or bank or affiliate marketing for collateral services.

Debit/Credit Card Processing
Identify all available processing options for Debit/Credit cards.

Identify what "Third Party Processor" you use for Debit/Credit card transactions.

Identify all third party utilities, tools, or companies used for Debit/Credit card transactions?

Identify who provides customer service and technical support for these third party capabilities?

Do you have a means to charge a service fee for Debit/Credit Card processing using Internet Payment Processing Services?

EXHIBIT D
QUESTIONNAIRE (8 of 10 PAGES)

Payment Processing and Mobile Apps
Identify capability to handle transactions from Payment Processing Software such as Apple Pay?

Identify capability to handle transactions from Payment Gateways or other parties such as Pay Pal?

Who performs your Payment Application - Data Security Standard (PA-DSS) compliance audits and what is the frequency of those audits?

Identify your capability to accept transactions from mobile devices.

Identify any other products that are available including their cost. For example, payroll pre-loaded cards. Fully describe the features that are available including any web tools.

SECTION 3 – SAFEKEEPING & INVESTMENT SERVICES

18 Investment Services

a. Do you offer same day sweep and end-of-day investment products for the available balance in the account? Describe.
b. Identify the supporting investment for these products for conformity with Arizona Revised Statutes regarding acceptable investments.
c. What yield do your products offer and how is the yield determined?
d. Specify how the following situations are handled:
    i. Settlement of Trades
    ii. Failed Trades
    iii. Difference in monies or securities
    iv. Notification of calls, maturities and interest payments

Do you provide market pricing of the County's investment portfolio? If so, identify how they are priced

19 Technical Requirements

a. Briefly describe your custody system.
b. Describe the controls that are in place to protect against fraud or unauthorized entries, withdrawals and transfers
c. What reports and functions are available on-line? Please provide examples.
d. How current are the transactions and valuations? What method is used to provide valuations?
e. What is the lag time between trade execution, availability of online transaction data to the client and the posting of the transactions to your accounting system?
f. What data is available for download and what formats are available?
g. What are your procedures for failed trades? What percentage of fails are experienced by your organization?
h. Do you have a direct relationship with the Depository Trust & Clearing Corporation and the Federal Reserve Book Entry System? If not, who is your correspondent relationship through?
i. How do you handle information on corporate actions (i.e. tender offers, exchange offers, proxy information, etc.)?
j. Describe your current cash management policies and procedures regarding the purchase and sales of securities and receipt of income.
k. Can cash balances be collateralized in accordance with 35-323?
l. Can your system provide reporting according to generally accepted accounting standards?
m. What is your policy toward automatic crediting of interest and dividends on payable dates? Please specify when funds are available.
n. Does your system provide for calculation of accruals? On what basis?

20 Please describe your Trust/Custody business including size, number of clients, length of time, etc.

EXHIBIT D
QUESTIONNAIRE (9 of 10 PAGES)

21 Please identify the person or persons who would be responsible for our day-to-day relationship. Please provide a brief resume describing that person's background, experience with custodial accounts and the total account load. Please identify the team assigned to this relationship and provide their credentials and resume as well.

i. Cost
ii. Please provide a complete fee schedule for Trust/Custody services
iii. Reporting
iv. Please provide samples of the reports available.
v. Please provide a schedule of the availability of these reports.

SECTION 4 – GENERAL REQUIREMENTS

22 Disaster Recovery
a. Identify your Disaster Recovery Processes including a minimum description of your Data Center, Connectivity, and Customer Support capabilities
b. What commitments are made regarding service level agreements in the event of a disaster?
c. Have disaster recovery procedures ever been employed for a real disaster? If so, explain.
d. How often do you test your Disaster Recovery Plan?

23 Collateral Requirements & Services
a. Collateral must be maintained in accordance with Arizona Revised Statues regarding deposit and investment of public monies.
b. Describe your processes and procedures to ensure that accounts are properly collateralized.
c. Provide any separate required agreements for collateral.

24 Availability schedules
i. Provide availability schedule for check deposit.
ii. Provide maximum time of day deposits must be received to be considered a same day deposit by type of deposit, e.g., regular branch deposit, armored car deposit, or lockbox deposit.
iii. If this schedule does not pertain to checks of all dollar sizes, explain.

25 Fee Schedules

a. Responder shall provide a list of all fees associated with each offered service. List any fees not specifically requested in the RFP. For example, identify all fees associated with a check deposit: a deposit slip fee, a per deposit item fee, a posted credit fee.
b. Responder shall identify any increases if the bank servicing agreement is extended by the Board of Supervisors for up to two additional years.
c. Identify the rate charged for overdrafts, should they occur.
d. Identify rate basis, limitations, and restrictions for Debit/Credit cards. Any minimums should be defined.
e. Identify costs for Merchant Services interfaces and equipment such as terminals, signature pads, software, etc.

26 Community Reinvestment
a. Provide your Community Reinvestment Act rating for Pima County.
b. Identify the types of investments made in Pima County.

EXHIBIT D
QUESTIONNAIRE (10 of 10 PAGES)

27 Supplemental Agreements & Other Required Information
   a. Please provide a copy of any supplemental agreements that you anticipate will be required for the services to be provided. For example, revolving line of credit agreement or repurchase agreement.
   b. Location where primary services will be provided.
   c. Does the bank outsource any of the services requested in this RFP? If so, discuss.
   d. Provide any additional information that you believe to be relevant to this RFP and your capabilities to provide the services requested (e.g., product brochures, articles in trade journals).
   e. Identify procedure used to resolve disputed amounts, for example, deposit corrections for cash and check deposits.
   f. Supplies to conduct general banking business must be provided by the servicing bank. These include check and warrant stock, deposit slips, bank bags, currency straps, coin wraps, etc. Provide price list for these supplies.

28 Conversion & Implementation
   a. Provide conversion plan for implementation by July 1, 2015. The plan must include the bank's conversion approach, the relevant time lines and the key personnel responsible for the conversion. Including:
      i. What is the average lead-time for implementation? What are the critical factors that may impact that lead-time?
      ii. Describe support provided during conversion and implementation, including training, technical assistance, user manuals and on-site visits.
      iii. What additional resources does the bank require for a successful conversion and implementation?
   b. Identify any costs of conversion charged by the CONTRACTOR.

29 Other
   a. Please identify any products or services you offer that you believe may benefit Pima County including cost

SECTION 5 – PURCHASE CARD AND VENDOR PAYMENT PROGRAMS

1) Describe your Purchase Card Program, including any consortiums.
2) Identify similar sized client's volumes and rebates for the past 3 years.
3) Identify the volume of business and rebates awarded in the state of Arizona for the past 3 years.
4) Identify any other products available to improve Pima County's efficiency in processing its accounts payables.

END OF EXHIBIT D

EXHIBIT E; REFERENCE FORM (2 PAGES)

PLEASE COMPLETE EACH AND EVERY SECTION.

Name of Vendor for whom reference is given: _____

Your organization's business name: _____

Your Name and title: _____

Telephone number: _____ E-Mail address: _____

- Does Vendor currently provide your organization with (description of service), and at least for (minimum required years)?

  Yes ☐ Service was provided from _____ to _____

  (MO/YR) (MO/YR)

  No ☐

- Please briefly describe the scope of service and dollar value of the contract with Vendor:

  _____

  _____

- Did Vendor meet all contract requirements satisfactorily: Yes ☐ No ☐
- How satisfied are you with the quality and accuracy of information provided by Vendor?

  _____

  _____

PLEASE RATE THE FOLLOWING ITEMS (circle one):

	Unsatisfactory	***Below Average***	***Average***	***Above Average***	***Exceptional***
1. Communications with Vendor:	0	1	2	3	4
Comments: _____					
2. Understanding of your business and needs:	0	1	2	3	4
Comments: _____					
3. Resolution of Discrepancies	0	1	2	3	4
Comments: _____					
4. Competence of Staff _____	0	1	2	3	4
Comments: _____					
5. Vendor's responsiveness and success at addressing problems that arise	0	1	2	3	4
Comments: _____					
6. Ability to suggest and implement new technology and products.	0	1	2	3	4
Comments: _____					
7. Overall satisfaction with vendor	0	1	2	3	4
Comments: _____					
8. Resolution of Discrepancies	0	1	2	3	4
Comments: _____					

EXHIBIT E: REFERENCE FORM (*continued*)

Name of Vendor for whom reference is given: _____

9. What are their strengths as a servicing bank/merchant bank/custody bank?

_____

_____

10. What are their weaknesses as a servicing bank/merchant bank/custody bank?

_____

_____

11.Given the choice, would you continue with this bank as your Servicing Bank/merchant bank/custody bank?

Yes/No Why?

_____

Is there any other information that you would like to share about the Vendor:

_____

_____

Your Signature: _____

Vendor may contact you if Reference Form due-in schedule has been revised by subsequent solicitation addendum. The published revised due-In schedule will supersede above schedule.

Thank you for your time. Your cooperation is sincerely appreciated.

END OF EXHIBIT E