

 <p>PINAL COUNTY <i>wide open opportunity</i></p>	<p>RFP PC-111517 Banking Services Solicitation Addendum One PAGE 1 OF 1</p>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
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## ADDENDUM ONE

In accordance with the Pinal County Procurement Code PC1-330(D), the Solicitation is hereby amended as described herein.

1. A "Frequently Asked Questions" document has been added as Exhibit 1. See attachment titled "Exhibit 1 - Solicitation Inquiries and Responses RFP PC-111517 Banking Services.pdf."
2. A "Sample Warrant" document has been added as Exhibit 2. See attachment titled "Exhibit 2 – Sample County Warrant for RFP PC-111517 Banking Services.pdf."
3. A "Manual Loc Interest Calculation" worksheet has been added as Exhibit 3. See attachment titled "Exhibit 3 – Manual Loc Interest Calculation.xls."
4. A "Sample Coupon" document has been added as Exhibit 4. See attachment titled "Exhibit 4 – Sample Coupon for Banking Services RFP PC-111517.pdf."
5. A "Client Analysis Statement" document has been added as Exhibit 5. See attachment titled "Exhibit 5 – Client Analysis Statement.pdf."
6. A "Header" Worksheet has been added as Exhibit 6. See attachment titled "Exhibit 6 – Header Worksheet for RFP PC-111517 Banking Services.xls."
7. On page 3 of the Solicitation the "Definitions" section will apply to the entire solicitation document including addendum(s).

All other instructions, terms and conditions remain unchanged.

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## Exhibit 1 – Solicitation Inquiries and Responses

(1) Will the award of this RFP potentially include the Procurement Cards?

No.

(2) Would the County consider allowing political subdivisions of Pinal County to be included as an Eligible Agency subject to approval by the Pinal County Board of Supervisors?

Yes.

(3) Does Pinal County have a Procurement Card program in place today? If so, what is the current annual spend?

Yes, Pinal County's Procurement Card (P-Card) program is currently serviced through Bank of America (see page 13 of the solicitation). Since the P-Card program is not part of this RFP, the annual spend will not be provided.

(4) Describe the current method used by the current contractor when processing warrants.

Internally, all warrants that are issued each day by both County departments (internally) as well as external (school districts, fire districts, etc.) are reported to the Treasurer's Office primarily through a file transfer process via FTP or an upload via the Treasurer's Secured Website. These are compiled into a warrant file and uploaded each day to the servicing bank 2 to 3 times a day. This is done primarily as part of the current servicing bank's positive

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pay program to reduce fraudulent warrants. The current servicing bank will contact our office directly for any warrants that are presented and have variances from the information that was included in our positive pay file (i.e. different payee, different amount, ect.) to determine if it is a valid warrant and should be paid. In addition each day we will download a file from the servicing bank of the warrants that have been presented for payment and will import that file into our system. Additionally, the current servicing bank provides a warrant image file via a "xml" file of the cleared warrants.

(5) Provide an example of a typical warrant issued and processed by any Pinal County political subdivision.

See Exhibit 2 – Sample County Warrant for RFP PC-111517 Banking Services.pdf.

(6) Can proposers provide links to Audited Financial Statements rather than physical copies in order to reduce paper consumption?

No, however, proposers may submit Audited Financial Statements in an electronic version (i.e. disk or flash drive).

(7) Can the County provide proposers a list of the County's current vendors?

Wells Fargo is Pinal County's servicing bank.

(8) By what method does the County prefer to receive

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check images (i.e. on-line, CD-ROM, transmission)? Does sorting images by serial number satisfy the requirement of providing images “by political subdivision”?

Pinal County prefers to download images as XML files on a daily basis. Yes, sorting by serial number would satisfy the requirement for providing images by political subdivision.

(9) Has Pinal County ever issued registered warrants, and if so, what services would they expect the bank to provide related to them? As you know, we have standard legal language that we include in all warrant RFPs that indicates we will not support registered warrants without prior discussion/agreement.

Pinal County rarely has had to register warrants. The last time was approximately 2 years ago due to the State of Arizona withholding school district payments. This was handled internally without assistance from the current servicing bank.

(10) What does the County mean by “Safekeeping Services”? What are the requirements around safekeeping services?

Safekeeping Services refers to the holding of our investment portfolio. All investments currently owned by the County or to be purchased or sold by the County must be held in trust as part of the Safekeeping Services. All investments must be registered in the name of the County.

(11) The County refers to a “Record Code” that must be included in the daily presentment of warrants. What is the record code and

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how will the bank know the record code that is associated with each item? Will the record code be printed on the face of the warrant? Will the record code be sent to the bank on the positive pay issue file?

The record code allows us to determine what district issued the warrant and is printed on the face of the warrant.

(12) “A listing of all paid warrants in numerical order sorted by political subdivision, including a total of warrants paid by each political subdivision and a grand total of all warrants paid must be provided” – Is this referring to a daily listing or a monthly report? Is this “listing” to be provided via paper or electronic?

A daily listing must be provided. Pinal County prefers that this be provided in an electronic format that can be downloaded and then uploaded into our financial system.

(13) Each political subdivision is issued its own separately identifiable series of warrants”. What makes them separately identifiable? Is each political subdivision given a different serial number range?

Yes each political is assigned an identifiable serial number.

(14) How are cash deposits prepared? Will bulk coin deposits be made?

Each cashier prepares their individual cash deposit and seals it in a onetime use deposit bag. Each individual bag is then placed into a larger onetime use bag and submitted via armored car to the servicing bank for deposit.



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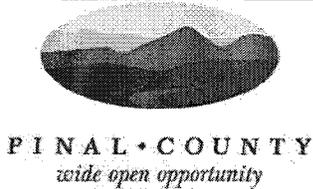
Bulk coin deposits may be made, but are rare. During the previous year only one bulk coin deposit was made.

(15) Will change orders be required? If so, what is the frequency and size of the orders?

The Treasurer's Office maintains a cash balance sufficient to cover operation needs. Periodically, this must be restored typically monthly, but on occasion more frequently. Average monthly amount request is approximately \$10,000.

(16) Please provide a list of the political subdivisions that currently have lines of credit through the banking services contract.

Pinal County General	\$5,000,000.00
Mary C O'Brien Accommodation School	\$325,000.00
Oracle ESD #002	\$400,000.00
Casa Grande ESD #004	\$7,000,000.00
Red Rock ESD #005	\$125,000.00
Eloy ESD #011	\$937,000.00
Toltec ESD #022	\$2,000,000.00
Stanfield ESD #024	\$1,000,000.00
Picacho ESD #033	\$250,000.00
JO Combs USD #44	\$4,700,000.00
Casa Grande UHS #082	\$5,000,000.00
Santa Cruz UHS #040	\$1,000,000.00
Florence USD #001	\$6,034,000.00
Ray USD #003	\$875,000.00
San Manuel Mammoth USD #008	\$2,000,000.00
Superior USD #015	\$1,000,000.00
Maricopa USD #020	\$7,000,000.00



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Coolidge USD #021	\$313,000.00
Apache Junction USD #043	\$1,700,000.00
CAVIT Central AZ Vocational Inst of Tech #801	\$63,000.00
CVIT Cobra Valley Inst of Tech #802	\$63,000.00
Pinal County Jr College	\$125,000.00
Eloy Fire	\$22,000.00
Apache Junction Fire	\$500,000.00
Mammoth Fire	\$3,000.00
Arizona City Fire	\$55,000.00
Oracle Fire	\$3,000.00
Dudleyville Fire	\$17,000.00
Stanfield Fire	\$6,000.00
Queen Valley Fire	\$3,000.00
Thunderbird Fire	\$5,000.00
Midway Flood	\$2,000.00
Florence Flood	\$2,000.00
Green Reservoir Flood	\$9,000.00
Magma Flood	\$2,000.00
Maricopa Flood	\$2,000.00
Stanfield Flood	\$2,000.00
San Carlos Irrigation	\$83,000.00
Ho Ho Kam Irrigation	\$1,500.00
Thunderbird #1 IWDD	\$2,000.00
Thunderbird #2 IWDD	\$70,000.00
Thunderbird #3 IWDD	\$3,000.00
Papago Butte #4 IWDD	\$50,000.00
Oracle Sanitary	\$22,000.00
Arizona City Sanitary	\$2,000.00
Queen Valley Sanitary	\$94,334.00



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Papago Butte DWID	\$3,000.00
Thunderbird DWID	\$22,000.00
Maricopa DWID	\$3,000.00
Queen Valley DWID	\$22,000.00
Antelope Peak Domestic Water Improvement District	\$20,000.00

(17) What is the amount of each political subdivision's line of credit?

See question 16 above.

(18) Please provide a recap of draws under each line of credit for the last 12 months by political subdivision. Is this a typical level of usage?

See attachment titled "Exhibit 3 – Manual Loc Interest Calculation.xls."

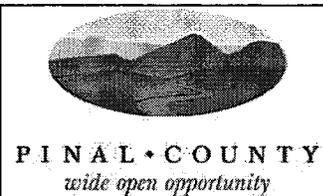
(19) Would the County be willing to consider a single line of credit to the County, which the County could draw on to pay the various political sub-divisions warrants in the event sufficient funds are not available.

No, Pinal County will not consider a single line of credit.

(20) Can the County provide us with volumes and peak periods?

Volumes are directly related to due dates for tax collections.

Property tax payments in general are divided into two equal payments due on November 1 and May 1 of each year. The County does not currently use a lockbox, and therefore volumes are



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unknown at this time. The County however issues approximately 240,000 tax statements annually.

(21) Can the County provide us a copy of their current tax coupon?

See attachment titled "Exhibit 4 – Sample Coupon for Banking Services RFP PC-111517.pdf."

(22) Are there specific months that there will be no lockbox activity?

Unknown at this time as the County does not currently participate in a lockbox.

(23) Are the ACH Credit/Debit Volumes on the price sheet originated by the County, or are they credit/debit received items from the County's Vendors?

Volumes listed on the Pricing Page are only those originated by the County.

(24) Does the County use direct deposit to pay your employees? If yes, how many employees are on direct deposit today?

Yes, the County currently utilizes direct deposit. Approximately 1800 employees utilize this service.

(25) Is it possible to obtain a copy of a current account analysis?

See attachment titled "Exhibit 5 – Client Analysis Statement.pdf."

(26) Are you doing an online payment portal for tax collections? If so, what are your volumes? If not, can you provide estimated volumes?

No the County is not currently doing an online payment portal for tax collections. However, we are participating in E-Box services

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and have had a good response for customers making payments through their banks bill pay and receiving these payments electronically. Currently, the County averages approximately 625 monthly payments since instituting this product.

(27) If we have additional contract terms that we would like to suggest with respect to our products, can we submit them to the County in a booklet?

Yes, however, include these documents in Tab 3 of the Response Form and note that you have exceptions.

(28) What types of items are you depositing (currency/coin and/or check/warrants)?

Pinal County primarily deposits cash and some coin. Checks are deposited in small batches of approximately ten a month.

(29) Do you require Change Order Delivery at any of your locations?

No.

(30) Do you have the ability to reconstruct checks?

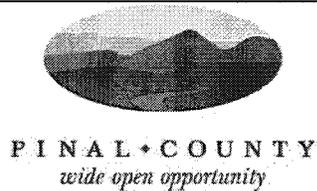
Yes, all checks are scanned and saved as proof of payment.

(31) Do you require pickups on any holidays?

No, Pinal County does not require pickup on federally recognized holidays.

(32) Please provide the following information for each location that requires Armored Car Service:

- a. Location ID (if applicable)
- b. Client Location Name



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Florence -31 North Pinal Street, Bldg E Florence, AZ 85132  
M-F 8:00AM to 5:00PM

Apache Junction – 575 N Idaho Suite 800, Apache Junction,  
AZ 85119

M-W-F 8:00AM – 4:30PM

Casa Grande – 820 E Cottonwood Building A, Casa  
Grande, AZ 85122

Tuesday & Thursday 8:00AM-4:30PM

- c. Address (including City/State/Zip)
- d. Location Business Hours
- e. If Change Order Delivery is required, what is the day/days of the week  
Only required in Florence. Can be delivered any day of the week
- f. Service Time Requirements for Change Order Deliver and/or Deposit Pick Up at Location
- g. For the pickup at Casa Grande Location that is required two days a week, what specific days of the week is the pickup required  
Tuesday & Thursday pick up at Treasurer Satellite office Casa Grande  
Monday, Wednesday, & Friday pick up at Casa Grande deliver to Florence.
- h. For the pickup at the Apache Junction Location that is required three days a week, what specific days of the week is the pickup required  
Monday – Wednesday - Friday
- i. Do you require the deposit delivery be the same day or next day?  
Same Day

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If required, what is the Average Daily Change Order Liability? N/A

- j. What is the average daily deposit cash liability for each location?

This varies widely depending upon the time of year. At this time unable to provide an average.

(33) Is there an encoded MICR line on the warrants? If so, is the RT in the MICR line of the warrants a standard bank owned RT? If not, who does the Federal Reserve recognize as the owner of the routing number?

Yes, warrants have an encoded MICR line. The routing number on the warrant is a standard bank owned routing number.

(34) Will the Bank of America account number appear in the MICR line of the warrants?

Yes, the Bank of America accounting number would appear on the MICR line of both warrants as well as Treasurer's checks.

(35) Will the warrant account be funded when the items are issued? If not, when are the warrants funded?

Currently a controlled disbursement account is utilized for warrant clearing. All amounts are transferred from the County master account to the County controlled disbursement account at the time the warrant is cleared.

(36) Is there a review process that is required for the warrants prior to paying for them?

All warrants and warrant information is loaded into the current servicing bank daily as part of positive pay. For items that are not reported to the bank but are attempting to be cash we receive a



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exception report and we can decision the warrants at that time as valid please clear or invalid do not clear.

(37) Will you view images of the warrants that are paid on a daily basis?

Yes, currently warrant images are downloaded on a daily basis as a XML file and stored locally for research purposes.

(38) Are there any other special requirements for the warrant accounts or is your expectation that the warrants will be processed exactly like checks?

Generally, Pinal County expects warrants to be handled like checks with the stipulation that each special district and County fund be identifiable and sort able when the County receives information regarding these items.

(39) What statutes, government codes, etc. provide for the issuance of warrants?

Generally, Arizona Revised Statute Title 35 handles items with regards to public finance. In addition Arizona Title 11 outlines the duties of the County Treasurer as an office of the County. Arizona County Treasurers also have a Uniform Accounting Manual for Arizona County Treasurers that outlines all duties to be formed by the County Treasurer. This is available on the Arizona Auditor General's Website.

(40) Have you ever issued registered warrants? What statute allows for the issuance of registered warrants?

Yes we have registered warrants in the past. The County Treasurer is allowed to register warrants under ARS 11.635.

(41) Besides the required MICR data fields printed at the bottom of the warrant and the Record Code, what other data does the County require in the electronic file?

See Exhibit 6 – Header Worksheet for RFP PC-111517 Banking Services.xls.

(42) Are dollar amount encoding errors corrected (scrubbed) by Pinal County's current provider and NOT sent to the County as positive pay exceptions?

Yes.

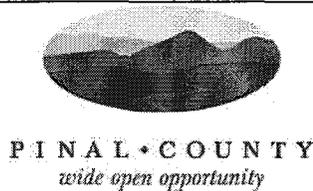
(43) Are dollar amount encoding errors sent on the next day paid file?

Yes.

(44) Describe the County's current 10 digit warrant number series structure. Are the first few digit positions unique for each subdivision as part of the check number series?

The first two digits of the warrant number in this case represent the system that issued the warrant, in this case the County. The fund that issued the warrant is fund 10 which is printed to the left of the warrant number on the top. Each political subdivision is assigned a system and a fund in order to determine who is issuing the warrant.

(45) What is the average number of checks deposited by Image Cash Letter (ICL) per month? Of those items submitted by ICL, what percentage are converted to ACH? Does the County typically send in one ICL file per day or multiple files? What time is the County's ICL file transmitted to the current provider? What is the average dollar amount of the items deposited via ICL? What equipment/software does the County presently use to scan create the ICL file? What connectivity method does the County use to



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transmit the ICL file? How does the County receive returns on items deposited via ICL (IRDs and ACH)? What is the average number of check returns (IRDs) processed per month? What is the average number of ACH returns processed per month? Does the County have returns (IRD and ACH) automatically redeposited? Does the County have any special requirements on the processing of check returns (both paper check deposits and ICL)?

98% of all checks submitted by the County are submitted electronically via an X-9 file. The X-9 file is transmitted daily to the bank at approximately 7:45am each morning for the previous day. At this time we are unable to provide the number of items that are converted to an ACH but will provide that information to the successful bidder. Daily deposits via X-9 vary widely depending on the time of year, but have averaged about \$1.6 million over the last calendar year. Currently we use AQ2 technologies to scan and process the X-9 file at the Treasurer's office. Some of the special districts currently utilize desk top deposit provided through WellsFargo's CEO website.

(46) What is the annual volume and number of transactions for each of the following card types: Mastercard, Visa, American Express, Discover, and PIN debit? What percentage of transactions are card holder present with the card swiper? Does the County currently use terminals? If yes, what type of terminals and how many? Are they owned or leased? Does the County use a Point of Sale System? If yes, what is the system name? How many departments are using credit card processing? Do other County Departments have their own merchant ID number? Does the volume for all credit cards include all departments? Are payments accepted for fines, license/permits, or property taxes? If so which one? Does the County impose any susrchage or



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convenience fees for paying with credit card, check, or ACH? What type of transactions or payments are accepted via the Web? What software or shopping cart is currently used?

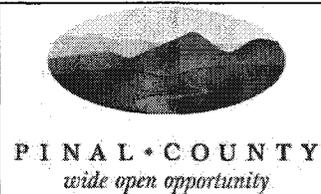
Currently, only two department's within the County utilize credit card processing, Recorder (3 locations) and the Airport (Gas Pumps) each has been assigned their own merchant ID. These departments can provide additional information regarding volumes after the award of the contract. With all transactions, the card holder is present at the card swiper. The department's utilizing the terminals have purchased the terminals and can provide detailed information regarding the terminals upon award. The County does not currently use a point of sale system. Payments are not currently accepted for fines, licenses/permits, or property taxes. No convenience fee or surcharge is currently imposed, but rather the departments using these services have elected to budget for the operating expenses as part of their annual budget. Currently, no payments are accepted via the web.

(47) How many political subdivisions and County departments would make deposits at a bank branch?

It is rare that branch locations are used for deposits by both County Departments and other political subdivisions. This is due primarily to utilizing desktop deposit for political subdivisions. The number of times that we have utilized a branch in the last year is about 6-12 times during and is only done as a last resort.

(48) Clarify what the County is asking for in the methods available to provide images of deposited and paid items, including indexes.

What type of reporting would be available to receive images of the payments accepted via lockbox? For example, would the County be able to obtain a copy of the check or if paid in cash a copy of the



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deposit slip or other item? Would these be indexed in a searchable format i.e. parcel number paid corresponds to the method of payment in order that it can be imported and stored into our database?

(49) Is the County considering a new Procurement Card (or Purchasing Card) program? If so, in what timeline?

At this time, the County is not considering a new P-card program.

(50) Provide more details for investment portfolio composition, number of securities, monthly trading activities and required level of safekeeping services.

Investment portfolio composition will be provided at the time that the contract is awarded. At this time the approximate value of the investment portfolio is \$218 million. In addition, Pinal County maintains an overnight repo that is kept at approximately \$40 million; however this can vary as items are called or as the political subdivisions issue bonds and collect proceeds. All repo amounts shall be collateralized in accordance with Arizona Revised Statute and collateralization reports provided to the County on a monthly basis.

(51) Is it possible to break down the number of deposits by ICL, Currency/Coin, and Other? Of the 720,000 checks deposited per year, what volume (percentage) are not deposited by ICL? How does the County deposit checks that are not submitted via ICL? Would the County be interested in a remote deposit capture solution for checks not deposited via ICL? If interested in remote deposit capture, how many locations would require a scanner; how many accounts would receive credit; how many checks would be deposited in this manner per month? What percentage of the \$6,200,000 that is deposited is currency versus coin? Provide the



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street addresses of each County facility that currently makes currency/coin deposits and indicate if they use a bank vault or bank branch. What percentage of the County's currency deposits is in standard straps (100 of like notes)? How is the County's coin prepared for deposit and what is the average volume per month (i.e. number of bags, rolls)?

The majority of these deposits are cash and coin. Only about 2% of the checks received by the County cannot be transmitted electronically. These checks are included with the daily deposit for the cashier who accepted the payment. The County currently utilizes desktop deposit for County Departments and other political subdivisions; there are approximately 11 locations participating in the desktop deposit program and about 15 scanners. About 95% of all cash deposits are currency with the remainder being coin. The street address for each of the County's offices with the office hours are posted at:

<http://pinalcountyz.gov/Departments/Treasurer/Pages/OfficeLocations.aspx>. All locations use the cash vault with deposits being transferred via armored car. A low percentage of the currency is strapped, and the County does not have a percentage at this time. Coin is rolled when possible; however, it cannot be rolled each time.



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**NOTICE OF REQUEST FOR PROPOSAL (RFP)**

**Designated Agency:** PINAL COUNTY FINANCE DEPARTMENT

**Material or Service:** BANKING SERVICES

**Contract Type:** FIRM FIXED PRICE

**Contract Period:** THREE YEAR INITIAL PERIOD: JULY 1, 2012 – JUNE 30, 2015  
ONE TWO-YEAR RENEWAL PERIOD: JULY 1, 2015 – JUNE 30, 2017

**Questions Due:** FEBRUARY 9, 2012 BY 5:00 PM ARIZONA TIME

**SOLICITATION DUE DATE:** **FEBRUARY 29, 2012 BY 2:00 PM ARIZONA TIME**

**Number of Copies Required:** ONE ORIGINAL AND THREE COPIES

**Solicitation Opening Date:** FEBRUARY 29, 2012 BY 2:15 PM ARIZONA TIME

**Solicitation Opening Location:** 31 NORTH PINAL STREET  
BUILDING A, SECOND FLOOR  
FLORENCE, AZ 85132

**Procurement Officer Contact Name:** BRENDA WIDUGIRIS, C.P.M., CPPB

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Pinal County  
Finance Department  
31 N. Pinal St.  
Bldg. A  
P.O. Box 1348  
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## Special Instructions

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### 1 DEFINITIONS

**"Attachment"** means any item the Solicitation requires a Responder to submit as part of the Offer.

**"Contract"** means the combination of the Solicitation, including the Uniform and Special Instructions to Responders, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Addendums or Contract Addendums.

**"Contractor"** means any person who has a Contract with the County.

**"County"** means Pinal County and any Department or Office of the County that executes the Contract.

**"County Board of Supervisors"** means the contracting authority for the County. The County Manager and the Chief Financial Officer are authorized to sign contracts and amendments up to \$250,000 on behalf of the Board of Supervisors.

**"Days"** means calendar days unless otherwise specified.

**"Director"** means the Finance Director (Chief Financial Officer) for Pinal County.

**"Exhibit"** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

**"Fiscal Year"** means the period beginning with July 1 and ending June 30.

**"Gratuity"** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

**"Materials"** means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

**"May"** means something that is not mandatory but permissible.

**"Office or User Department"** means the County elected official's office or County division responsible for managing the Contract and/or the project.

**"Offer"** means bid, proposal or quotation.

**"Offer Due Date"** means the exact date and time offers are due.

**"Procurement Officer"** means the person, or his or her designee, duly authorized by the County to administer Contracts and make written determinations with respect to the Contract.

**"Responder"** means a vendor who responds to a Solicitation.

**"Services"** means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

**"Shall, Will, Must"** means a mandatory requirement.

**"Should"** means something that is recommended but not mandatory.

**"Solicitation"** means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").

**"Solicitation Addendum"** means a written document that is issued by the Procurement Officer for the purpose of making changes to the Solicitation.

**"Subcontract"** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

### 2 INQUIRIES



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- 2.1 All questions related to this RFP shall be directed to the Procurement Officer, Brenda Widugiris at [Brenda.widugiris@pinalcountyz.gov](mailto:Brenda.widugiris@pinalcountyz.gov). Questions should be submitted in writing when time permits. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number.
- 2.2 Responders may not contact any County employees other than the Procurement Officer concerning this procurement while the solicitation and evaluation are in process.

### 3 OFFER PREPARATION

- 3.1 Offer and Acceptance. Offers shall include a signed Offer and Acceptance form, as described in section 3.3 of the Uniform Instructions.

The Offer and Acceptance Form shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the solicitation due date and time. Failure to return an Offer and Acceptance Form may result in rejection of the Offer.

- 3.2 Acknowledgement of Solicitation Addendums. Offers shall include any/all signed Solicitation Addendum(s), as described in section 3.7 of the Uniform Instructions.

Solicitation Addendums shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the solicitation due date and time. Failure to return a signed (or acknowledgment for electronic submission, when authorized) copy of a Solicitation Addendum may result in rejection of the Offer.

- 3.3 Estimated Quantities. The county anticipates considerable activity under contract(s) awarded as a result of this solicitation, however, no commitment of any kind is made concerning quantities actually acquired and this should be taken into consideration by each Responder. **The quantities that may be reflected in the solicitation are estimates only.**

- 3.4 Offer Format. Offers shall follow the following format: The original copy of the Offer shall be clearly labeled "**ORIGINAL**" and shall contain a Title Page that identifies the solicitation number and provides the Responder Name, Address, Telephone Number as well as the Name and Title of the Solicitation Contact Person. The Offer shall be organized into three sections as follows:

3.4.1 Section One - shall contain the Title Page as well as the following forms: Offer and Acceptance Form, Addendum Acknowledgment Form, Non-Collusion Form, W-9 Form, Responder's Checklist.

3.4.2 Section Two – shall contain all documentation required to verify Responder meets the Minimum Qualifications as required. See Minimum Qualifications Verification Requirements.

3.4.3 Section Three - shall contain all Offer Forms as required under Special Instructions, Paragraph 3.5 Offer Forms listed below.

- 3.5 Response Forms. Offers shall include the following completed Response Forms.

3.5.1 Solicitation PC-111517 Response Form 1

- 3.6 Additional Special Instructions. Responders shall see the attachments within the solicitation for Additional Special Instructions associated with this solicitation.

- 3.7 Additional Terms and Conditions. Responders shall see the attachments within the solicitation for Additional Terms and Conditions.

### 4 SUBMISSION OF OFFER

- 4.1 Electronic Documents. The solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the County shall take precedence. As provided in the solicitation Instructions, Responders are responsible for clearly identifying any and all changes or modifications to any solicitation documents upon submission to the County.



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### 5 EVALUATION

- 5.1 **Minimum Qualifications.** Proposals not meeting the minimum qualifications will be deemed non-responsive and will not be considered for further evaluation. If defined in this solicitation, provide documented and verifiable evidence that your firm satisfies the minimum qualifications, and indicate what/if attachments are submitted.
- 5.2 **Evaluation.** In accordance with the Pinal County Procurement Code, awards shall be made to the responsible responder(s) whose proposal is determined in writing to be the most advantageous to the County based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
1. Capacity of Responder
  2. Method of Approach
  3. Conformance to Terms and Conditions
  4. Cost
- 5.3 **Clarifications.** Upon receipt and opening of proposals submitted in response to this solicitation, the County may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the Responders the opportunity to alter or change its proposal.
- 5.4 **Negotiations.** County may conduct negotiations with those Responders who's Offers are determined by the County to be reasonably susceptible of being selected for award. Negotiations may be in writing or in person and may include presentations, site visits, or demonstrations.
- 5.5 **Responsibility, Responsiveness and Acceptability.** In accordance with Pinal County Procurement Code PC1-328(H), County shall consider the following in determining Responder responsibility as well as the responsiveness and acceptability of their Offer.

Responders may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Responders may not be considered responsible if they have had a contract with the County, within the last three-years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Responders may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the County or other government entities. Factual evidence shall consist of any documented Contractor performance reports, customer complaints and/or negative references (including those found outside of the submittal). Other factors that the County may evaluate to determine responsibility include, but are not limited to excessively high or low pricing, compliance with applicable laws, and financial capacity to perform as specified. **The County reserves the right to review the qualifications of any key personnel to be assigned to provide services.**

Offers may not be considered responsive and/or acceptable if they do not contain information sufficient to evaluate the Offer in accordance with the evaluation criteria identified in the Solicitation including (i) a completed Offer and Acceptance Form; (ii) completed Solicitation Addendums acknowledging any/all changes to the Solicitation; (iii) a response to the County's Statement of Work, (iv) a price proposal; or (iv) other certifications or bond sureties required in the solicitation.

- 5.6 **Best and Final Offers.** If negotiations are conducted, the County shall issue a written request for a Best and Final Offer. The request shall set forth the date, time and place for the submission of the Best and Final Offer. Best and Final Offers shall be requested only once, unless the County makes a determination that it is advantageous to conduct further negotiations or change the solicitation requirements.

### 6 AWARD

- 6.1 **Contract Document Consolidation.** At its sole option, following any contract award(s) the County may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and components of the Contractor's Offer only pertaining to the Solicitation; (ii) revising the Statement of Work to incorporate the Contractor's response, (iii) revising any terms and conditions to incorporate any changes in the Contractor's Offer; (iv) excluding any components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.



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- 6.2 Post Award Meeting. The Contractor may be required to attend a post-award meeting with the Using Department to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

**END OF SPECIAL INSTRUCTIONS**



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### 1 INQUIRIES

- 1.1 Duty to Examine. It is the responsibility of each Responder to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
- 1.2 Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Responder shall not contact or direct inquiries concerning this Solicitation to any other County employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- 1.3 Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The County shall consider the relevancy of the inquiry but is not required to respond in writing.
- 1.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the County. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.
- 1.5 No Right to Rely on Verbal Responses. A responder shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
- 1.6 Solicitation Addendum. The Solicitation shall only be modified by a Solicitation Addendum.
- 1.7 Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Responders should raise any questions about the Solicitation or the procurement at that time. A Responder may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Addendum.
- 1.8 Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

### 2 OFFER PREPARATION

- 2.1 Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this solicitation or their substantial equivalent. Any substitute document for the forms provided in this solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
- 2.2 Typed or Ink Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 2.3 Evidence of Intent to be Bound. The Offer and Acceptance form within the solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Responder's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- 2.4 Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Responder clearly identifies the specific paragraphs of the solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Responder's preprinted or standard terms will not be considered by the County as a part of any resulting Contract.
  - 2.4.1 Invitation for Bids. An Offer that takes exception to a material requirement of any part of the solicitation, including terms and conditions, shall be rejected.



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- 2.4.2 Request for Proposals. All exceptions that are contained in the Offer may negatively affect the County's proposal evaluation based on the evaluation criteria stated in the solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
- 2.5 Subcontracts. Responder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 2.6 Cost of Offer Preparation. The County will not reimburse any Responder the cost of responding to a solicitation.
- 2.7 Solicitation Addendum. Each Solicitation Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the solicitation due date and time. Failure to return a signed copy of a Solicitation Addendum may result in rejection of the Offer.
- 2.8 Federal Excise Tax. The County is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the County.
- 2.9 Provision of Tax Identification Numbers. Responders are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- 2.9.1 Employee Identification. Responder agrees to provide an employee identification number or social security number to the County for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the responder is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate County and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- 2.10 Identification of Taxes in Offer. The County is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing offered in the solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Contractor.
- 2.11 Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Responder shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Responder shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 2.12 Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- 2.12.1 Special Terms and Conditions;
  - 2.12.2 Uniform Terms and Conditions;
  - 2.12.3 Statement or Scope of Work;
  - 2.12.4 Specifications;
  - 2.12.5 Attachments;
  - 2.12.6 Exhibits;
  - 2.12.7 Special Instructions to Responders;
  - 2.12.8 Uniform Instructions to Responders; and
  - 2.12.9 Other documents referenced or included in the solicitation.
- 2.13 Delivery. Unless stated otherwise in the solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).
- 2.14 Federal Immigration and Nationality Act. By signing of the Offer, the Responder warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The County may, at its sole discretion require evidence of compliance during the evaluation process. Should the County request evidence of compliance, the Responder shall have five days from receipt of the request to supply



adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award.

2.15 Offshore Performance of Work Prohibited

Any services that are described in the specifications or scope of work that directly serve the County or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. **Responders shall declare all anticipated offshore services in the proposal.**

### 3 SUBMISSION OF OFFER

3.1 Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified on page one of this solicitation. Offer should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Responder and solicitation number. The County may open envelopes or containers to identify contents if the envelope or container is not clearly identified. Responder shall submit one original as well as the amount of copies stated on the solicitation cover page. Responders may provide an electronic copy of the proposal and/or supplemental materials as a supplemental copy, but not in lieu of physical copies unless otherwise specified in the Scope of Work.

3.2 Solicitation Due Date. The exact due date and time that offers are due as stated on the solicitation cover page.

3.3 Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Solicitation Due Date and time except as otherwise provided under applicable law.

3.4 Public Record. All Offers submitted and opened are public records and must be retained by the County. Offers shall be open to public inspection after contract award, except for such Offers deemed to be confidential by the County. If a Responder believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The County shall determine whether the identified information is confidential pursuant to the Pinal County Procurement Code.

3.5 Non-collusion, Employment, and Services (Certification). By signing the Offer and Acceptance Form or other official contract form, the Responder certifies that:

3.5.1 The Responder did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

3.5.2 The Responder does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, State and local laws and executive orders regarding employment.

3.6 Gratuities Prohibited/Integrity of Offers. The Responder affirms they have not given, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor or service to any employee of Pinal County in connection with the submitted Bid or Proposal. After award, the County may cancel this contract by giving written notice to the Contractor if it is found that any gratuity, gift or other prohibited item were offered or given to any County officer or employee. In the event the County cancels this contract pursuant to this provision, they shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Responder the amount of the gratuity.

3.7 Lobbying Prohibited. Responders are hereby advised that lobbying is not permitted with any County personnel or members of the Board of Supervisors related to or involved with this Solicitation until the recommendation for award has been posted in the Procurement Office.

### 4 EVALUATION

4.1 Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

4.2 Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.



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- 4.3 **Prompt Payment Discount.** Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.
- 4.4 **Late Offers.** An Offer submitted after the exact Solicitation Due Date and time shall be rejected.
- 4.5 **Disqualification.** A Responder (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
- 4.6 **Offer Acceptance Period.** A Responder submitting an Offer under this solicitation shall hold its Offer open for the number of days from the Solicitation Due Date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, a Responder shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.
- 4.7 **Waiver and Rejection Rights.** Notwithstanding any other provision of the solicitation, the County reserves the right to:
- 4.7.1 Waive any minor informality;
  - 4.7.2 Reject any and all Offers or portions thereof; or
  - 4.7.3 Cancel the Solicitation.
- 5 AWARD**
- 5.1 **Number or Types of Awards.** The County reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the County. If the Procurement Officer determines that an aggregate award to one Responder is not in the County's best interest, "all or none" Offers shall be rejected.
- 5.2 **Contract Inception.** An Offer does not constitute a Contract nor does it confer any rights on the Responder to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Board of Supervisors, County Manager, Chief Financial Officer, or their designee's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 5.3 **Effective Date.** The effective date of this Contract shall be the date that the Board of Supervisors, County Manager, Chief Financial Officer, or their designee signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract or Contract Award.
- 6. Protests**
- 6.1 **Protests.** A protest shall comply with and be resolved according to the Pinal County Procurement Code Article 9 and rules adopted there under. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the Finance Director. A protest of a solicitation shall be received by the Procurement Officer before the solicitation due date. A protest of a proposed award or of an award shall be filed within ten days after contract award. A protest shall include:
- 6.1.1 The name, address and telephone number of the protester;
  - 6.1.2 The signature of the protester or its representative;
  - 6.1.3 Identification of the purchasing agency and the solicitation or contract number;
  - 6.1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
  - 6.1.5 The form of relief requested.

**END OF UNIFORM INSTRUCTIONS**



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## Statement of Work

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### 1 INTRODUCTION & BACKGROUND

- 1.1 Introduction. Pinal County covers 5,386 square miles of south central Arizona. It is located between Maricopa and Pima Counties, and is approximately 50 miles from Downtown Phoenix, and Downtown Tucson. In 2010 the County's population was estimated to be 345,000.

The economy of the County is largely based on agriculture and copper mining, with farming predominating in the western half of the County, and mining in the eastern half. Industrial and service jobs are being created in the population centers of Casa Grande, Coolidge, Eloy, and Apache Junction. Pinal County has a three-member Board of Supervisors with a Board-Manager form of government.

- 1.2 Background. In accordance with Arizona Revised Statutes 35-325 Servicing bank of public monies, this solicitation is being conducted to establish a contract to provide primary and ancillary banking services to the Pinal County Treasurer and various County departments per specifications called for herein.

It is the intent of the County to award a contract to one Contractor for an initial three-year period, with the ability to renew for one two-year period at the mutual consent of the County (through the Pinal County Board of Deposit) and the Contractor. 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, Pinal County reserves the right to award to the second highest scoring proposal if deemed in the best interest of County.

### 2 GENERAL REQUIREMENTS

2.1 General Provisions - The Contractor shall act as the principal depository and banking agent for the Pinal County Treasurer's Office (Treasurer) beginning July 1, 2012. In such capacity, the Contractor 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 Pinal 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 (Automatic Clearing House) transactions, on-line banking services, lockbox processing of tax payment receipts, extension of unsecured Lines-of-Credit for each Pinal County political subdivision and related transactions, debit/credit card processing (Merchant services), credit card services for procurement purposes by Pinal County, E-Commerce support, Investment Services, and Safekeeping Services and armored car services. **There is no guarantee that Pinal County will utilize all services requested in this solicitation.**

Warrants must be presented to the Treasurer for payment the following business day. The presentation must be electronic and sorted by political subdivision in numerical order. The Contractor must include Record Code, Cleared Date Warrant Number, and Amount Paid. Additional data may be required by the Treasurer. Credit must be provided to the Treasurer for any missing warrants. Investments must be registered in Pinal County's name. A listing of all paid warrants in numerical order sorted by political subdivision, including a total of warrants paid by each political subdivision and 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 within three working days. All investment transactions must be settled Delivery vs. Payment.



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## Statement of Work

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2.2 Volume of Activity – The table below is not intended to be fully inclusive and estimates are intended for informational purposes only.

Current Accounts	10
<b>Deposits and other Credits:</b>	
	<b>Annual</b>
Daily Deposits	1800/year
Deposits and other Credits	\$950,000,000
Deposit Items	720,000/year (**)
Currency/Coin Deposits	\$6,200,000/year
Image Cash Letter	(**) most of these items are now images
<b>ACH</b>	
Credits	1,800/year
Debits	1,000/year
<b>Wire Transfers</b>	
Outgoing	164 \$90,000,000
Incoming	159 \$400,000,000
Book Transfers	857
<b>Debits</b>	
Warrants	248,000 \$800,000,000
Checks	8,400 \$50,000,000
LockBox	Not currently used...Cyclic November & May
Armored Car Service	1 stop 5 days/ week (Florence) 1 stop in Casa Grande 5 days/week - money transferred to Florence Treasurer Office (Justice Court) 1 stop 2 days/week Casa Grande 1 Stop 3 days/week Apache Junction

2.3 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 Pinal County by its current servicing bank. Pinal County will consider variations of how these services are provided unless specifically required in this solicitation.

The primary banking relationship will be with the Pinal County Treasurer who is responsible for most day-to-day banking activities for Pinal County and its political subdivisions. In addition, other Pinal County departments may have additional bank accounts, which are outside the control and authority of the Pinal County Treasurer and are therefore outside of the scope of this contract. The departments are responsible for these accounts and the fees incurred.

This solicitation is not intended to address banking requirements of Pinal County's political subdivisions that are contracted separately by those political subdivisions. Only those services required by Arizona Law to be provided to the political subdivisions by the County Treasurer are to be included in the Responder's proposal.



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## Statement of Work

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Pinal 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 DDA (Demand Deposit Account). The Treasurer is using ICL (Image Cash Letter) to process 99% of the checks deposited. Our existing software creates a file in the standard X9 format and presents these checks to the current servicing bank. The bank then decisions the image and will either IRD (Image Replacement Document) or ACH (Automated Clearing House) the check for deposit. Checks issued by the Pinal County Treasurer are also drawn on this account. The primary banking activity of the Pinal County Treasurer flows through this account. In addition, Pinal County uses a ZBA (Zero Balance Account) for warrant activity with the above DDA as the concentration account. Each political subdivision is issued its own separately identifiable series of warrants. This "warrant number" is 10 digits in length. The Pinal County Treasurer also maintains a separate account for credit card deposit activity, and another one for the tax sale ACH activity.

Warrant clearing activity is submitted to the County Treasurer via a secured website. The County Treasurer currently receives previous day reporting via the Internet. All transactions are conducted on-line, such as wire transfers and stop pay transactions. The County Treasurer is currently using "Positive Pay" fraud prevention services offered by their current servicing bank and provides the issued warrants to the servicing bank twice a day.

Each political subdivision has a separate note with the servicing bank for an unsecured line-of-credit. 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. The Pinal County Treasurer utilizes investment services offered by its servicing bank, including sweep, "Repo" and other investment purchases or custodial services.

The Pinal County Treasurer does not currently utilize retail lockbox services for processing current year real estate and secured personal property taxes, however, this service maybe used in the future.

Pinal County is currently using "Travel Cards" issued by the current servicing bank of Wells Fargo. Procurement Cards, or P-Cards, are issued by the current servicing bank of Bank of America.

The servicing bank currently provides armored car service to three locations around the County. They are as follows: Apache Junction, Casa Grande, and Florence.

2.4 Incident Response – Key personnel for the awarded Contractor must respond to incidents in the following manner:

High – Business cannot be transacted, key personnel must contact Pinal County within two hours.

Medium – Business can function, but may be impacted; key personnel must contact Pinal County within one business day.

Low – Inquiries, informational, no business impact; key personnel must contact Pinal County within three business days.

**END OF STATEMENT OF WORK**



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## Special Terms and Conditions

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### SPECIAL TERMS AND CONDITIONS

1. Contract Term:  
The term of any resultant contract will commence on the date of award and will continue for three years unless canceled, terminated, or extended as otherwise provided herein.
2. Contract Type (Firm):  
Firm fixed price indefinite quantity.
3. Contract Extension:  
The contract shall not bind nor purport to bind, the County for any contractual commitment in excess of the original contract period. By mutual consent, the County (through the Pinal County Board of Deposit) and the Contractor will have the ability to renew for one two-year period. If the County exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the extension period.
4. Price Adjustment (Annual):  
The County may review a fully documented request for a price increase only after the contract has been in effect for one year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Contractor shall submit a request for a price increase at least thirty days prior to the contract extension.

The Contractor may offer the County a price reduction at any time during the contract period.

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

5. Eligible Agencies (Agency Specific):  
This contract shall be for the exclusive use of Pinal County.
6. Licenses:  
Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor.
7. Insurance Requirements:  
The Contractor and subcontractors shall purchase and maintain at its own expense the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract. The Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by the County shall not contribute to it. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract. The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured.



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The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Pinal County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability:**

Commercial General Liability (CGL) Insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence and \$3,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

2. **Automobile Liability**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation against Pinal County and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

B. **CERTIFICATES OF INSURANCE:** Prior to commencing work or services under this Contract, Contractor shall upon request, furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title. In the event any insurance policy(ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance. If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date. Insurance required herein shall not be permitted to expire, be cancelled, or materially changed without thirty (30) days prior written notice to the County.

8. **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 and are unique to the services supplied to the County are included in the agreed upon pricing unless specifically stated otherwise in the contract. It is agreed that such tools and documentation are the property of the County and shall be marked, as is practical, as the "Property of Pinal County" and if requested by the County a copy of the tooling and documentation shall be delivered to the County within 20 days of acceptance by the County of the contracted service, or not later than 10 days of termination of the contract associated with their development, without additional cost to the 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 the 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 the County and the Contractor, but the Contractor may not withhold any requested tooling, document, or support as defined above



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that would delay the orderly, efficient and prompt transition of services. 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.

**END OF SPECIAL TERMS AND CONDITIONS**



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### 1 CONTRACT INTERPRETATION

- 1.1 Arizona Law. This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence Arizona.
- 1.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 1.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the County and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1 Special Terms and Conditions;
  - 2.3.2 Uniform Terms and Conditions;
  - 2.3.3 Statement or Scope of Work;
  - 2.3.4 Specifications;
  - 2.3.5 Attachments;
  - 2.3.6 Exhibits;
  - 2.3.7 Documents referenced or included in the Solicitation.
- 1.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 1.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 1.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 1.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### 2 CONTRACT ADMINISTRATION AND OPERATION

- 2.1 Notice to Proceed/Ordering Authority. The Contractor agrees to render goods or services promptly and diligently upon receipt of a written purchase order or notice to proceed. Prior to receiving this notice, Contractors shall not commence any billable activities in the performance of the Contract. Any attempt to represent any product not specifically awarded under this Contract is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, contract termination, suspension and/or debarment of the Contractor. A signed Contract and valid purchase order must be in place prior to the start of any work each year, including renewal periods.
- 2.2 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the County at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 2.3 Non-Discrimination. The Contractor shall comply with State of Arizona Executive Order No. 2009-9 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 2.4 Contractor Business Facilities and Business Practices. The Contractor's personnel, facilities and equipment shall be in full compliance with all applicable federal, state and local health, environmental and safety laws, regulations, standards, ordinances, privilege license and permit requirements, whether or not they have been referenced by the County.

Employee compensation shall meet all applicable requirements of the Fair Labor Standards Act and Federal and Arizona minimum wage laws, in addition to all applicable OSHA regulations. The Contractor bears full responsibility for employee training, safety, and providing necessary equipment to achieve compliance with all such laws and regulations prior to the contract commencement date and to maintain compliance throughout the duration of the contract.



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- 2.5 **Affirmative Action.** Contractor agrees to abide by the provisions of the County Affirmative Action Program. Contractor, their subcontractor(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status and who agree and are responsive to the County's goals. Upon request, the Responder/Contractor agrees to submit the following reports to the County's Office of Equal Opportunity Programs:
- Part A Employment Information Report
  - Part B. Equal Employment Opportunity/Affirmative Action Policy Plan;
  - Part C. Employer Equal Employment Opportunity (EEO) Workforce Profile.
- All such reports on file with the Equal Employment Opportunity Office will be updated at least annually. The Equal Employment Opportunity Office may for good cause recommend to the County's Chief Financial Officer that failure to comply with the requirements of this subsection be waived and that the submittal be accepted contingent upon receipt of the required reports before a notice to proceed is issued.
- 2.6 **Drug Free Workplace Program.** Contractors are hereby advised that Pinal County has adopted a policy establishing a drug free workplace for itself and as a requirement for Contractors doing business with the County, to ensure the safety and health of employees working on its contracts/projects. The Contractor shall require a drug free workplace for all employees working under the contract. Specifically, all Contractor employees who are working under this contract shall be notified in writing by the Contractor that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace. The Contractor agrees to prohibit the use of intoxicating substances by all employees and shall ensure that employees do not use or possess illegal drugs while in the course of performing their duties. Failure to require a drug free workplace in accordance with the Policy may result in termination of the contract and possible debarment from bidding on future contracts/projects.
- 2.7 **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and six (6) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the County and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 2.8 **Facilities Inspection and Materials/Service Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The County shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the County determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the County for testing and inspection. All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned. If defective goods are returned or services must be re-performed, all costs are the responsibility of the Contractor.
- 2.9 **Notices.** Notices to the Contractor required by this Contract shall be made by the County to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the County required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 2.10 **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 2.11 **Property of the County.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the County. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the County.
- 2.12 **Offshore Performance of Work Prohibited.** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the Pinal County or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.



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- 2.13 **Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the County shall be considered the creator of such Intellectual Property. The Pinal County department requesting the issuance of this contract shall own (for and on behalf of the County) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the County, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the County and shall take no affirmative action that might have the effect of vesting all or part of the Intellectual Property in any entity other than the County. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the County without the express written authorization of the Pinal County department requesting the issuance of this contract.
- 2.14 **Confidentiality of Records.** The Contractor shall maintain the confidentiality and privilege of any documents that the Contractor has access to which have been designated by the County as confidential or privileged. The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.
- 2.15 **Federal Immigration and Nationality Act.** The contractor shall comply with all Federal, State and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The County shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the County determine that the contractor and/or any subcontractors be found noncompliant, the County may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 2.16 **E-Verify Requirements.** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 2.17 **Scrutinized Businesses.** In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

### 3 COST AND PAYMENTS

- 3.1 **Payments.** A separate invoice shall be issued for each shipment of goods or services performed, and no payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work.
- 3.2 **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 3.3 **Applicable Taxes.** The Contractor shall be responsible for paying all applicable taxes.

Pinal County is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with Pinal County' unless not required



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by law.

- 3.4 Availability of Funds for the next County fiscal year. Funds may not presently be available for performance under this Contract beyond the current County fiscal year. No legal liability on the part of the County for any payment may arise under this Contract beyond the current County fiscal year until funds are made available for performance of this Contract.
- 3.5 Availability of Funds for the current County fiscal year. Should the County Board of Supervisors reduce the appropriations or for any reason and these goods or services are not funded, the County may take any of the following actions: Accept a decrease in price offered by the contractor; Cancel the Contract; or Cancel the contract and re-solicit the requirements.

#### 4 CONTRACT CHANGES

- 4.1 Amendment. This Contract is issued under the authority of the County Board of Supervisors who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 4.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and Pinal County, nor shall the same create any obligation on the part of Pinal County to pay any subcontractor. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 4.3 Assignment and Delegation. No right or interest in this contract shall be assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of Responder/Contractor shall be made without prior written permission of the County's Chief Financial Officer. This Contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto. The County shall not unreasonably withhold approval of assignment/delegation and shall notify the Responder/Contractor of the County's position within fifteen (15) days of receipt of written notice.

#### 5 RISK AND LIABILITY

- 5.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 5.2 Indemnification. The Contractor agrees to defend, indemnify and hold the County, its elected officials, officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' and expert witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the County) and all other types of claims resulting from the actual or alleged negligence, misconduct, or fault of the Contractor resulting from the acts or omissions of the Contractor, its employees, agents, or subcontractors in the performance of the contract.

The Contractor shall assume risk of loss until delivery to the County's facility. The Contractor shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction, or damage to County property, and shall at the County's request and expense, furnish reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the County in obtaining recovery. In any instance where the Contractor has accepted a tender from the County, the Contractor agrees to update the County during the course of the litigation and to timely notify the County of any issues that may involve the independent negligence of the County that is not covered by the tender.

Without limiting the foregoing, the Contractor shall, without limitation, at its expense defend the County against all claims asserted by any person that anything provided by the Contractor infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the County in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of



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any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the County's use or operation of the items provided by the Contractor hereunder or any part thereof by reason of any alleged infringing, the Contractor shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for the County the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the County an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the County may incur to acquire substitute supplies or services.

The County assumes no liability for actions of the Contractor and shall not indemnify or hold the Contractor or any third-party harmless for claims based on this contract or use of the Contractor provided supplies or services. Neither party shall be liable for incidental, special or consequential damages.

- 5.3 **Force Majeure.** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences: Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

- 5.4 **Third Party Antitrust Violations.** The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.
- 5.5 **Care of County Property.** The Contractor will be responsible for any damages to County property when such property is the responsibility of or in the custody of the Contractor or its employees.

## 6 WARRANTIES

- 6.1 **Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 6.2 **Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the County of the materials, they shall be: Of a quality to pass without objection in the trade under the Contract description; Fit for the intended purposes for which the materials are used; Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units; Adequately contained, packaged and marked as the Contract may require; and Conform to the written promises or affirmations of fact made by the Contractor.
- 6.3 **Quality of Work.** The Contractor shall be responsible for the professional quality and technical accuracy of the goods and services provided under this contract. Services shall be performed in accordance with generally accepted professional and industry standards. All services shall conform to and be in compliance with applicable federal, state and local statutes, rules, codes, laws, ordinances, regulations and restrictions. The Responder shall work closely with the County, and provide all reports and documents, including proposed corrective work through the County Chief Financial Officer or her designee.
- 6.4 **Fitness.** The Contractor warrants that any material supplied to the County shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.



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- 6.5 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the County.
- 6.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- 6.7 IT 508 Compliance. Unless specifically authorized in the Contract, any electronic or information technology offered to Pinal County under this solicitation shall comply with Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
- 6.8 Survival of Rights and Obligations after Contract Expiration or Termination. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the County is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

### 7 COUNTY'S CONTRACTUAL REMEDIES

- 7.1 Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the County's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 7.2 Stop Work Order. The County may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the County after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 7.3 Non-exclusive Remedies. The rights and the remedies of the County under this Contract are not exclusive.
- 7.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the County may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 7.5 Right of Offset. The County shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the County, or damages assessed by the County concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

### 8 CONTRACT TERMINATION

- 8.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the County may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- 8.2 Gratuities. The County may, by written notice, terminate this Contract, in whole or in part, if the County determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or



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employee of the County for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The County, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

- 8.3 Suspension or Debarment. The County may, by written notice to the Contractor, immediately terminate this Contract if the County determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the County.
- 8.4 Termination for Convenience. The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all 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 delivered to the County upon demand. 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 provided in A.A.C. R2-7-701 shall apply.
- 8.5 Termination for Default. The County reserves the right to terminate any part or all of a contract resulting from this solicitation if the Contractor fails to carry out any term, promise, or condition of the contract. The County will issue a written Notice of Default to the Contractor if in the opinion of the County, the Contractor:

- § 8.5.1 Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the contract resulting from this solicitation.
- § 8.5.2 Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) days.
- § 8.5.3 Fails to obtain and/or keep any required bonds and insurance policies in full force and effect at all times during the term of the contract.
- § 8.5.4 Provides services that do not meet the requirements of the contract or conducts business in an unethical or illegal manner.
- § 8.5.5 Fails to complete the required work or fails to perform required services within the time frame stipulated.
- § 8.5.6 Fails to materially perform or comply with the terms and conditions of the contract resulting from this solicitation.

Failure of the Contractor to remedy any problems noted by the deadline set in the Notice of Default or to otherwise bring performance to satisfactory levels that are within the requirements of the Contract shall give the County cause to cancel this contract.

If the County terminates the contract, the Contractor will be provided with a written notice that specifies the effective date of the termination. After receipt of the Notice of Termination, the Contractor agrees to perform under the terms and conditions of this contract up to and including the date of termination as though no termination has been made. In addition, the Contractor shall deliver to the Procurement Office all data, drawings, specifications, reports, estimates, summaries and other information and materials accumulated in performing this contract, whether completed or not.

If the Contract is terminated for default, the County reserves the right to purchase the goods and/or services required under the contract from the open market, to complete required work itself or have it completed at the expense of the Contractor. The County may recover any excess costs by (1) deduction from an unpaid balance due to the Contractor; (2) collection against the proposal and/or performance security, if any; (3) collection against liquidated damages (if applicable); or (4) a combination of the aforementioned remedies or other remedies as provided by law.

- 8.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

## 9 CONTRACT CLAIMS

All claims and controversies shall be subject to the Pinal County Procurement Code.



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### 10 ARBITRATION

It is understood and agreed that no provision of any resulting contract shall require arbitration upon the County except by the County's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. The Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.

**END OF UNIFORM TERMS AND CONDITIONS**



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## Addendum Acknowledgement Form

Pinal County  
Finance Department  
31 N. Pinal St.  
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P.O. Box 1348  
Florence, AZ 85132

### ADDENDUM ACKNOWLEDGEMENT FORM

This page is used to acknowledge any and all addendums that might be issued. Any addendum issued within five days of the solicitation due date, will include a new due date to allow for addressing the addendum issues. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete response.

Please sign and date:

ADDENDUM NO. 1 Acknowledgement \_\_\_\_\_  
Signature Date

ADDENDUM NO. 2 Acknowledgement \_\_\_\_\_  
Signature Date

ADDENDUM NO. 3 Acknowledgement \_\_\_\_\_  
Signature Date

**If no addendums were issued**, indicate below, sign the form and return with your response.

\_\_\_\_\_  
Firm

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



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## Non-Collusion Statement

Pinal County  
Finance Department  
31 N. Pinal St.  
Bldg. A  
P.O. Box 1348  
Florence, AZ 85132

### NON-COLLUSION STATEMENT

State of Arizona                    )  
  )  
County of                            )

ss.

\_\_\_\_\_, affiant,

(Name)

the \_\_\_\_\_

(Title)

\_\_\_\_\_  
(Contractor/Offeror)

the persons, corporation, or company who makes the accompanying Offer, having first been duly sworn, deposes and says:

That such Offer is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Responder has not directly or indirectly induced or solicited any other Responder to put in a sham Offer, or any other person, firm or corporation to refrain from offering, and that the Responder has not in any manner sought by collusion to secure for itself an advantage over any other Responder.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Signature of Notary Public in and for the

State of \_\_\_\_\_

County of \_\_\_\_\_

NAME AND ADDRESS OF CERTIFICATE HOLDER:

DATE ISSUED \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE



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# W-9 Form

Pinal County  
Finance Department  
31 N. Pinal St.  
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Florence, AZ 85132

## W-9 FORM

Download W-9 Form from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>



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## Responders Checklist

Pinal County  
 Finance Department  
 31 N. Pinal St.  
 Bldg. A  
 P.O. Box 1348  
 Florence, AZ 85132

### RESPONDERS CHECKLIST

	Yes/No
Did you <b>sign</b> your Offer sheet?	
Did you sign and notarize the Non-collusion statement?	
Did you acknowledge all addendums, if any?	
Did you complete all required Response Forms?	
Did you include your W-9 Form?	
Did you include any necessary attachments?	
Is the outside of your submittal marked with the Solicitation #, Due Date and Time?	
Did you include one original and the required number of copies?	
Did you follow the order for submissions of documents?	
Did you include proof of insurance(s) if requested?	



# OFFER AND ACCEPTANCE

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## OFFER AND ACCEPTANCE FORM

TO PINAL COUNTY:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation.

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

\_\_\_\_\_  
Printed Name Date

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

\_\_\_\_\_  
Address City, State, Zip

For clarification of this offer, contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**ACCEPTANCE OF OFFER**  
*(For Pinal County Use Only)*

The offer is hereby accepted and the Responder is now bound to sell or provide the materials, services, or construction as indicated by the Purchase Order or Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Offer as accepted by Pinal County.

The contract is for: Banking Services

This contract shall henceforth be referenced to as Contract No. \_\_\_\_\_. The Offeror is cautioned not to commence any billable work or to provide any material or service under this contract until Offeror receives an executed purchase order or notice to proceed.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

\_\_\_\_\_  
Name (Print) Title Signature

Approved as to form:

\_\_\_\_\_  
Pinal County Attorney's Office



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## OFFER AND ACCEPTANCE

### OFFER AND ACCEPTANCE FORM – Page 2

By signing the previous page of the Offer and Acceptance Form, Responder certifies:

- A. The submission of the bid did not involve collusion or other anti-competitive practices.
- B. The Responder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Responder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Submittal.
- D. The Responder certifies that it complies with Executive Order 12549 related to Federal Government Debarment and Suspension (see 4-7)
- E. The Responder certifies that the individual signing the bid is an authorized agent for the Responder and has the authority to bind them to the contract.

---

Firm

---

Authorized Signature and Date

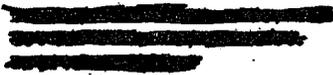
**END OF SOLICITATION RFP PC-111517 FOR BANKING SERVICES**



# Pinal County Government

Location: Main / Warrant Image Search Results

## Treasurer Warrant Image Search Results

 <b>PINAL COUNTY</b> <small>Arizona</small>	GENERAL FUND COUNTY WARRANT TREASURER OF PINAL COUNTY Dolores "Dodie" J. Doolittle P.O. Box 729 Florence, AZ 85132	00010    12/22/11    Warrant No.02 93274000 51052    Wells Fargo Bank, N.A. 36-275 412
	VOID 1 YEAR FROM DATE OF ISSUE PAY EIGHT THOUSAND FIVE HUNDRED AND 00/100 *****8,500.00	
TO THE ORDER OF		Peter Rao Chair Clerk

⑈0293274000⑈

- THIS CHECK ALSO CONTAINS THE FOLLOWING SECURITY FEATURES**
1. MICRO PRINTING on borders on face and back. Under magnification LOOK FOR - PINAL COUNTY.
  2. Paper has Chemical reactants, blue and brown stains appear if exposed to bleach.
  3. Paper contains a TRUE WATERMARK. Hold to light to verify watermark.
  4. Paper contains FLUORESCENT FIBERS. Visible under Ultraviolet Light.

PDFill PDF Editor with Free Writer and Tools

00612 95206

BANK OF AMERICA  
 1328006614 E  
 06 REV  
 01/03/12

THIS CHECK IS VOID WITHOUT THE CHECK BACK BEING SIGNED BY THE FRONT AND REVERSE SIGNER. HOLD UP TO LIGHT TO VIEW WATERMARK.

ENDORSE HERE

DO NOT WRITE, STAMP OR SIGN BELOW - RESERVED FOR FINANCIAL INSTITUTION USE

CLIENT ANALYSIS STATEMENT



Exhibit 5

0182 0000 0002656 5376  
JANUARY 2012

RELATIONSHIP SUMMARY

WELLS FARGO BANK, N.A.  
PO BOX 63020  
SAN FRANCISCO, CA 94163

Officer:  
Phone No.:

SUNDHEIMER, JEFFREY  
602-378-2175

PINAL COUNTY TREASURER  
PO BOX 729  
FLORENCE\*AZ\*85132

ANALYSIS SUMMARY

Average Positive Collected Balance.....	\$	36,007,783.03
Investable Balance Available for Services.....	=	36,007,783.03
Earnings Allowance.....@ 0.21%.....	\$	6,404.66
Net Earnings Allowance.....	=	6,404.66
Current Month Analyzed Charges.....	-	18,535.42
Current Month Position.....	=	(12,130.76)
Prior Position Carried Forward.....	+	(70,330.95)
Net Position Carried Forward.....	=	(82,461.71)
<b>Total Amount Due.....</b>	<b>\$</b>	<b>0.00</b>

Number of days in this cycle:		31
Investable balance required to offset \$1.00 of analyzed charges:	\$	5,622
Balance required to cover all analyzed charges:	\$	104,208,418

BALANCE SUMMARY

<u>Account Number</u>	<u>Account Name</u>	<u>Average Ledger</u>	<u>Average Collected</u>	<u>Average Daily Negative Coll</u>	<u>Negative Coll Use of Fund Rate</u>	<u>Service Charge</u>
538-3605564	CVIT COBRE VALLEY INSTITUTE OF	1,686.59	1,237.01	0.00	0.00%	18.08
* 412-1535041	PINAL COUNTY TREASURER	35,536,461.99	34,664,362.51	0.00	0.00%	12,177.52
412-1535058	APACHE JUNCTION FIRE DISTRICT	13,367.78	13,367.78	0.00	0.00%	33.56
412-1535074	PINAL COUNTY SCHOOL OFFICE	221,211.23	176,969.10	0.00	0.00%	62.80
412-1535082	PINAL COUNTY SCHOOL OFFICE	305,847.82	253,907.30	0.00	0.00%	52.25
412-1535108	PINAL COUNTY SCHOOL OFFICE	274,949.00	137,531.17	0.00	0.00%	293.41
412-1535116	PINAL COUNTY FINANCE	305,288.77	43,854.44	0.00	0.00%	282.87
412-1535157	APACHE JUNCTION SCHOOLS	168,981.47	115,836.76	-32,330.35	0.08%	110.94
412-1535173	PINAL COUNTY TREASURER WARRANTS	0.00	0.00	0.00	0.00%	204.33
412-1535181	MARICOPA STANFIELD IRRIGATION AND	8,443.28	8,443.28	0.00	0.00%	8.85

\*Indicates billing account

SERVICE DETAIL

Svc Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
ODACT	00 0210	DAILY USE OF UNCOLL FUNDS-ACCT LVL	0.00000	5.55	0.00
FDIC	00 0230	DEP INSURANCE ASSESSMENT MTHLY	0.12750	37,461.34	4,776.32
CK905	00 0321	ACCOUNT ANALYSIS-CREDIT ADJUSTMENT	1.00000	-220.00	-220.00
		<b>BALANCE &amp; COMPENSATION INFORMATION</b>			<b>4,556.32</b>
22814	01 9999	PAYEE VALID NON ACCT HLDER-CHK CASH	0.00000	2.00	0.00
15007	01 0101	DESKTOP DEPOSIT CREDIT POSTED	0.50000	185.00	92.50
DS510	01 0020	ZERO BALANCE MASTER ACCOUNT MAINT	10.00000	1.00	10.00
22051	01 0000	ACCOUNT MAINTENANCE-CHEXSTOR	7.00000	33.00	231.00
ZBABC	01 0021	ZERO BALANCE MONTHLY BASE	10.00000	2.00	20.00
CK021	01 0100	DEBITS POSTED	0.05000	301.00	15.05
CK011	01 0101	CREDITS POSTED	0.05000	163.00	8.15
CK049	01 0310	DDA STATEMENT - PAPER	0.00000	26.00	0.00
CK183	01 0320	DDA STATEMENT - SPECIAL INSTRUCTION	2.50000	4.00	10.00
CK672	01 0630	BANK CONFIRMATION AUDIT REQUEST	65.00000	1.00	65.00
46106	01 0102	CEO BASIC BANKING - TRANSFER	1.00000	2.00	2.00
21507	01 0101	CONT DISB CREDIT POSTED-OH	0.50000	20.00	10.00
		<b>GENERAL ACCOUNT SERVICES</b>			<b>463.70</b>
ED500	05 0030	E-BOX MONTHLY MAINT (W/CROSS REF)	125.00000	1.00	125.00
28042	05 0030	E-BOX POSITIVE FILE MONTHLY BASE	75.00000	1.00	75.00
		<b>LOCKBOX SERVICES</b>			<b>200.00</b>
CEORI	10 0410	CEO RETN ITEM SUBSCRIPTION PER ACCT	20.00000	2.00	40.00
34235	10 0410	CEO RETN ITEM SUBSCRIPTION PER ACCT	0.00000	2.00	0.00
34236	10 0410	CEO RETURN DECISIONING PER ITEM	0.50000	5.00	2.50
34237	10 0410	CEO RETN ITEM SUBSCRIPTION PER ITEM	0.25000	54.00	13.50
34239	10 0410	CEO RETN ITEM SUBSCRIPTION OPT DETL	0.15000	45.00	6.75
70025	10 9999	SMART DECISION ELEC CHK ACH TRANSIT	0.05000	4,963.00	248.15
70029	10 9999	SMART DECISION ELEC CHECK ACH ONUS	0.07000	1,450.00	101.50
CVBSE	10 0100	CASH VAULT MONTHLY BASE	0.00000	1.00	0.00
08110	10 0144	CASH VAULT COIN FURNISHED - ROLLED	0.10000	34.00	3.40
08160	10 0501	CASH VAULT DEPOSIT ADJUSTMENT	5.00000	1.00	5.00
08182	10 0141	CASH VAULT CASH ORDERS-CEO	1.00000	1.00	1.00
08290	10 0199	CASH VAULT CURRENCY/COIN DEPOSITED	0.00120	473,198.00	567.84
08400	10 0148	CASH VAULT CURRENCY FURN-NONSTD	0.00080	6,500.00	5.20
08416	10 0199	CASH VAULT CURRENCY FURNISHED	0.00080	10,000.00	8.00
12707	10 0610	DEPOSIT LOCATION REPORTING - ITEM	0.04000	150.00	6.00
CK464	10 0400	RETURN ITEM CONVERTED CHK CHGBK IRD	1.50000	27.00	40.50
001	10 0220	DEPOSITED CHECKS - ON US	0.02500	153.00	3.85
085	10 0222	DEPOSITED CHECKS - LOCAL CLEARING	0.03500	151.00	5.30
003	10 0225	DEPOSITED CHECKS - REGIONAL	0.03500	95.00	3.34
006	10 0224	DEPOSITED CHECKS - TRANSIT	0.06000	161.00	9.66
201	10 0220	DEPOSITED CHECKS CASH VAULT - ON US	0.02500	4.00	0.10
401	10 0210	ENCODED CHECKS - ON US	0.05500	1.00	0.06
701	10 0220	DESKTOP DEPOSIT-WFARGO DEPOSIT ITEM	0.05000	1,651.00	82.55
706	10 0224	DESKTOP DEPOSIT-NON WFARGO DEP ITEM	0.08000	3,928.00	314.24
741	10 0220	ELECTRONIC DEPOSIT - CHECK WFB	0.03000	1,538.00	46.14
746	10 0224	ELECTRONIC DEPOSIT - CHECK NON WFB	0.06000	6,043.00	362.58
790	10 0230	ELECTRONIC DEPOSIT - DEP ADJUSTMENT	1.50000	2.00	3.00
CK161	10 0015	CASH DEP/\$1 VER AT TELLER WINDOW	0.00080	4,298.20	3.44
CK061	10 0400	RETURN ITEM - CHARGEBACK	1.00000	24.00	24.00
CK062	10 0414	CEO RETURN ITEM RETRIEVAL-IMAGE	0.50000	11.00	5.50
CK064	10 0414	CEO RETURN ITEM SERVICE MTHLY BASE	0.00000	3.00	0.00
CK069	10 0400	RETURN ITEM SPECIAL INSTRUCTIONS	0.25000	3.00	0.75
CK081	10 0401	RETURN ITEM SPECIAL INST MTHLY BASE	0.00000	2.00	0.00
CK075	10 0402	RETURN ITEM REDEPOSITED	1.00000	2.00	2.00
		<b>DEPOSITORY SERVICES</b>			<b>1,915.85</b>
34336	15 0723	POSITIVE PAY EXCEPTION - CEO IMAGE	0.50000	73.00	36.50
PABSE	15 0240	PYMT AUTH MAX CHECK MTHLY BASE	1.00000	2.00	2.00
12215	15 0100	ARP CHECKS PAID - PARTIAL RECON	0.07000	432.00	30.24
12217	15 0100	ARP CHECKS PAID - FULL RECON	0.07000	2,892.00	202.44
12670	15 0410	STOP PAYMENT - ONLINE	9.00000	20.00	180.00
12812	15 1352	ONLINE IMAGE VIEW < 90 DAYS - ITEM	0.00000	66.00	0.00
12815	15 1352	ONLINE IMAGE VIEW > 90 DAYS - ITEM	0.00000	9.00	0.00
12816	15 1352	DESKTOP DEPOSIT IMAGES RETRIEVED	0.10000	2,269.00	226.90
12907	15 0030	POSITIVE PAY MONTHLY BASE	0.00000	2.00	0.00
34210	15 0700	CEO CONT DISB SUBSCRIPTION BASE	0.00000	1.00	0.00
22202	15 0100	DDA CHECKS PAID	0.07000	593.00	41.51
CEOCD	15 0700	CEO CONT DISB SUBSCRIPTION BASE	20.00000	1.00	20.00

CLIENT ANALYSIS STATEMENT

FARGO

27707	15 0400	CEO SEARCH	0.50000	129.00	64.50
DS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	0.01000	432.00	4.32
CK101	15 0511	OFFICIAL BANK CHECK	5.00000	1.00	5.00
21501	15 0000	CONT DISB ACCT MAINT W/CHEXSTOR-OH	25.00000	1.00	25.00
21509	15 0110	CONT DISB IMAGE CHECKS PAID - OH	0.02500	11,303.00	282.58
21550	15 0300	CONT DISB PERFECT-POS-PAY EXCEPT-OH	5.00000	577.00	2,885.00
21551	15 0030	CONT DISB PERFECT PRESENT BASE-OH	0.00000	1.00	0.00
		<b>PAPER DISBURSEMENT SERVICES</b>			<b>4,005.99</b>
34337	20 0200	ARP REGISTER INPUT CEO - ITEM	0.03000	438.00	13.14
12060	20 0010	ARP MONTHLY BASE - FULL	40.00000	2.00	80.00
12061	20 0020	ARP MONTHLY BASE - PARTIAL	20.00000	2.00	40.00
12377	20 0201	ARP FULL RECON-ITEM	0.03000	13,052.00	391.56
12379	20 0201	ARP PART POSITIVE PAY ISSUE - ITEM	0.01000	532.00	5.32
12604	20 0310	ARP OPTIONAL REPORTS	2.00000	1.00	2.00
12609	20 0329	ARP PAPER STATEMENT DELIVERY	0.00000	2.00	0.00
12684	20 0310	ARP PAPER STMT/REPORT MONTHLY BASE	10.00000	2.00	20.00
12687	20 9999	ARP AGED ISSUE RECORDS ON FILE-ITEM	0.00300	14,046.00	42.14
12903	20 0399	POSITIVE PAY EXCEPTIONS - ITEM	1.50000	16.00	24.00
34350	20 0305	ARP STATEMENT MONTHLY BASE CEO	0.00000	4.00	0.00
DS322	20 0310	ARP PARTIAL RECONCILIATION - ITEM	0.03000	432.00	12.96
		<b>PAPER DISBURSEMENT RECON SERVICES</b>			<b>631.12</b>
34330	25 0703	ACH CEO SUBSCRIPTION - ACCOUNT	0.00000	1.00	0.00
CEOAR	25 0400	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	5.00000	7.00	35.00
CEOAS	25 0703	ACH CEO SUBSCRIPTION - ACCOUNT	80.00000	1.00	80.00
CK018	25 0201	ELECTRONIC CREDITS POSTED	0.05000	987.00	49.35
ACHBS	25 0000	ACH MONTHLY BASE	10.00000	8.00	80.00
ES283	25 0000	ACH VENDOR MONTHLY BASE	11.42857	1.00	11.43
34340	25 0400	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	0.00000	7.00	0.00
ES211	25 0102	ACH ONE DAY ITEM	0.04000	690.00	27.60
ES210	25 0102	ACH TWO DAY ITEM	0.04000	12,048.00	481.92
ES206	25 0120	ACH ORIGINATED - ADDENDA REC	0.02000	16.00	0.32
ES344	25 0202	ACH RECEIVED ITEM	0.05000	491.00	24.55
ES251	25 0302	ACH RETURN ITEM - FAX ADVICE	1.50000	3.00	4.50
ES323	25 0501	ACH TRANSMISSION CHARGE	5.00000	30.00	150.00
ES237	25 0710	ACH FAX SERVICE	1.50000	11.00	16.50
ES250	25 0302	ACH RETURN ITEM-TRANSMISSION ADVICE	0.50000	2.00	1.00
ACH2D	25 0102	INTERNET ACH TWO DAY ITEM	0.07000	17.00	1.19
34377	25 0000	INTERNET ACH BASE FEE	15.00000	1.00	15.00
34378	25 0500	INTERNET ACH BATCH RELEASE	0.00000	2.00	0.00
ES342	25 0720	ACH CUSTOMER REPORTS	1.00000	1.00	1.00
CEOAB	25 1050	ACH CEO FRAUD FILTER STOP MTHLYBASE	7.50000	8.00	60.00
CEOAF	25 1050	ACH CEO FRAUD FILTER REVIEW MO BASE	7.50000	1.00	7.50
34333	25 1050	ACH CEO FRAUD FILTER REVIEW MO BASE	0.00000	1.00	0.00
34334	25 1050	ACH CEO FRAUD FILTER STOP MTHLYBASE	0.00000	8.00	0.00
34335	25 1053	ACH CEO FRAUD-FILTER REVIEW - ITEM	2.50000	5.00	12.50
		<b>GENERAL ACH SERVICES</b>			<b>1,059.36</b>
CEOED	30 0524	CEO TREAS INFO RPT EDI SUBSC MOBASE	90.00000	3.00	270.00
28006	30 0200	RECEIVABLES MANAGER OUTGOING TRANS	5.00000	20.00	100.00
28019	30 0010	RECEIVABLES MANAGER MONTHLY BASE	25.00000	1.00	25.00
28226	30 0599	EC BILLPAY ON US ITEMS	0.08500	34.00	2.89
34240	30 0524	CEO TREAS INFO RPT EDI SUBSC MOBASE	0.00000	3.00	0.00
34242	30 0524	CEO TREASURY INFO REPTING-EDI ITEM	0.35000	802.00	280.70
34245	30 0524	CEO TREAS INFO RPT EDI ADDENDA	0.08000	160.00	12.80
ED470	30 0099	E-BOX PAYMENT	0.12000	180.00	21.60
		<b>EDI PAYMENT SERVICES</b>			<b>712.99</b>
WNWRB	35 0402	WIRE DETAIL RPT SUBSCRIPTION-ACCT	25.00000	3.00	75.00
34205	35 0402	WIRE DETAIL RPT SUBSCRIPTION-ACCT	0.00000	3.00	0.00
34207	35 0402	WIRE DETAIL RPT SUBSCRIPTION-ITEM	1.00000	50.00	50.00
ES030	35 0300	WIRE IN DOMESTIC	2.50000	12.00	30.00
ES139	35 0104	WIRE-OUTGOING DOMESTIC-CEO	5.00000	12.00	60.00
ES141	35 0124	WIRE - BOOK TRANSFER - CEO	1.00000	65.00	65.00
		<b>WIRE &amp; OTHER FUNDS TRANSFER SERVICE</b>			<b>280.00</b>
22990	40 1001	PHOTOCOPY CUSTOMER SERVICE - ITEM	15.00000	2.00	30.00
15002	40 0003	DESKTOP DEPOSIT REPORT MTHLY BASE	20.00000	8.00	160.00
15003	40 0231	DESKTOP DEPOSIT REPORT PER ITEM	0.05000	3,168.00	158.40
15008	40 9999	DESKTOP DEPOSIT DISCRETIONARY DATA	0.02500	1,574.00	39.35
WNIDB	40 0003	CEO INTRADAY SUBSCRIPTION MTHLYBASE	20.00000	11.00	220.00
WNPDB	40 0000	CEO PREV DAY SUBSCRIPTION MTHLYBASE	20.00000	10.00	200.00
34100	40 0000	CEO PREV DAY SUBSCRIPTION MTHLYBASE	0.00000	10.00	0.00
34115	40 0001	CEO PREV DAY SUBSCRIPTION DETL ITEM	0.08000	15,700.00	1,256.00
34120	40 0003	CEO INTRADAY SUBSCRIPTION MTHLYBASE	0.00000	11.00	0.00
34121	40 0224	CEO INTRADAY SUBSCRIPTION - ITEM	0.10000	656.00	65.60
34123	40 02ZZ	CEO EVENT MESSAGING SERVICE - EMAIL	0.30000	19.00	5.70
34252	40 0800	ELECTRONIC WINDOW EXTENDED STOR 90	0.02000	14,327.00	286.54

# CLIENT ANALYSIS STATEMENT



46100	40 0002	CEO BASIC BANKING - MONTHLY BASE	10.00000	2.00	20.00
46102	40 0002	CEO BASIC BANKING ADDL ACCT-MO BASE	5.00000	6.00	30.00
		<b>INFORMATION SERVICES</b>			<b>2,471.59</b>
45001	55 9999	CEO CREDIT MANAGEMENT MTHLY BASE	25.00000	1.00	25.00
		<b>CREDIT SERVICES</b>			<b>25.00</b>
IL152	60 9999	DEPOSITED CHECK CANADIAN	1.00000	13.00	13.00
		<b>INTERNATIONAL SERVICES</b>			<b>13.00</b>
ED515	99 9999	E-BOX PAYMENT RETURN	0.25000	3.00	0.75
ED524	99 9999	E-BOX REVERSAL REPORTING MTHLY BASE	25.00000	1.00	25.00
41201	99 9999	VENDOR FEES	1.00000	1,756.83	1,756.83
64101	99 9999	IFI PAID CHECKS - IMAGE	0.03000	12,264.00	367.92
64104	99 9999	IFI MAINTENANCE PER PRODUCT	50.00000	1.00	50.00
		<b>UNDEFINED SERVICES</b>			<b>2,200.50</b>

<b>Total Analyzed Charges</b>	<b>18,535.42</b>
<b>Total Fee Based Charges</b>	<b>0.00</b>
<b>Total Service Charges</b>	<b>18,535.42</b>

## TREND ANALYSIS

<u>Month</u>	<u>Average Ledger Balance</u>	<u>Average Positive Collected Balance</u>	<u>Investable Balance Available for Services</u>	<u>Earnings Credit Rate</u>	<u>Earnings Allowance</u>	<u>Fee Based Charges</u>	<u>Analyzed Charges</u>	<u>Monthly Position</u>
AUG 2011	39,627,699	38,304,699	38,304,699	0.23%	7,483	0	19,000	(11,518)
SEP 2011	35,622,913	34,066,734	34,066,734	0.25%	7,000	0	17,830	(10,830)
OCT 2011	39,977,520	36,625,228	36,625,228	0.22%	6,843	0	22,588	(15,745)
NOV 2011	36,954,821	33,336,991	33,336,991	0.22%	6,028	0	19,156	(13,128)
DEC 2011	35,814,467	33,944,184	33,944,184	0.22%	6,342	0	19,622	(13,279)
JAN 2012	37,461,351	36,007,783	36,007,783	0.21%	6,405	0	18,535	(12,131)
<b>AVG</b>	<b>37,576,462</b>	<b>35,380,937</b>	<b>35,380,937</b>					

Note: Customer must examine this statement and report to Bank any claim for credit or refund within 60 days after Bank makes the statement available. If Bank does not receive notice of error or discrepancy within this time frame, items on the statement will be deemed to be correct.