

**GILA COUNTY**

**BID CALL 033011-1  
REQUEST FOR PROPOSALS**

**MERCHANT SERVICES PROVIDER**

**BIDDER'S INFORMATION  
CONTRACT DOCUMENTS AND SPECIFICATIONS**



**\*BOARD OF SUPERVISORS\***  
**Michael A. Pastor, Chairman**  
**Tommie C. Martin, Vice Chairman**  
**Shirley L. Dawson, Member**

**\*COUNTY MANAGER\***  
**Don E. McDaniel Jr.**



**GILA COUNTY  
 NOTICE OF REQUEST FOR SEALED PROPOSALS  
 BID NO.: 033011-1 MERCHANT SERVICES PROVIDER**

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Notice is hereby given that Gila County is requesting proposals from qualified Merchant Service Providers to provide card payment services to several County departments located in Globe and Payson, Arizona.

**SUBMITTAL DUE DATE:** 11:00 AM, Local AZ Time, Thursday, May 5, 2010

**RETURN PROPOSAL TO:** GILA COUNTY PROCUREMENT  
 1400 EAST ASH STREET  
 GLOBE, ARIZONA 85501

**MANDATORY PRE-BID MEETING:** Not-Applicable

**NOTICE IS HEREBY GIVEN**, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Procurement Group, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Board of Supervisors Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.**

Interested Bidders may obtain a copy of this solicitation by calling the Procurement Group at 928-402-8612. Bidders are strongly encouraged to carefully read the entire Request for Proposal.

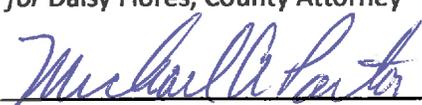
Questions regarding the technical aspects of this Request for Proposals shall be directed to: Amanda Roady, 928-402-4219. Questions regarding the general terms and conditions of this Request for Proposals should be directed to: Valrie Bejarano, 928-402-8612

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: **April 20 and 27, 2011**

Signed:   
 Bryan B. Chambers, Chief Deputy County Attorney  
 for Daisy Flores, County Attorney

Date: 4/19/11

Signed:   
 for Don E. McDaniel Jr., County Manager

Date: 4/19/11

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**REQUEST FOR SEALED PROPOSALS  
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**SCOPE OF SERVICES**

It is the intention of Gila County to award a contract to a qualified Merchant Service Provider. Several departments within the County would like the ability to offer the tax payer the option of using a card payment service.

Departments requesting the service may change depending on the needs of the County. It is possible during the period of this contract that new locations may be added and some locations removed from the schedule. These changes shall result in no penalties to the County.

Department Name	Terminal Location	Number of Terminals	*Average Number Weekly Transactions
Clerk of the Court	Globe	1	300
	Payson	1	175
Community Development (P&Z)	Globe	1	7
	Payson	1	23
Health Department	Globe	1	253
	Payson	1	109
Justice Court	Globe	2	30
	Payson	2	45
	Star Valley	1	30
Rabies Control	Globe	1	98
Recorder's Office	Globe	1	360
Recycling & Landfill Management	Globe	1	54
		(+1 refurbished backup)	
	Payson	1	33
		(+1 refurbished backup)	
Treasurer	Globe	1	20
Clerk of the Court	Globe	1	300
	Payson	1	105

\*Best estimates and may vary from information provided.

**Terminal Machine Features/Specifications:** Machines must meet at the least these specifications.

- Verification & processing capabilities for ATM, debit, and check payments
- Touch screen capabilities with graphic LCD display
- Address verification service
- IP capability with dial-up as connectivity back-up
- 32-bit processing (ARM 929T 32-bit CPU core)
- 64MB RAM standard memory
- Integrated check read/imager with separate 32 bit ARM7 CPU
- Supports contactless payment technology
- Supports IP and dial up, with encryption
- Batch history
- Roll printer
- One-touch feature for daily functions
- TeleCheck service

## **Merchant Service Provider Responsibilities**

### Payment Gateway

Public shall have the option to make a payment via the internet, equivalent of a physical point of sale terminal.

### Security & Delivery

- Provide technology that will protect and remove payment card data from the merchant environment so card numbers are not held in the system after a transaction is processed.
- The system shall a fully secure, managed network providing cost-effective, high speed transaction transport.
- Transactions shall be monitored in real-time.
- System shall be fully Payment Card Industry compliant.
- Shall provide 24/7 Network Support
- Shall provide Risk and Fraud Management
- Provide TeleCheck Electronic Check Acceptance service to prevent check fraud.

### Report Ability

- Service shall allow access from any Internet-based PC for the following; analyze transaction detail for all card types, conduct sales audit, manage processing fees, reconcile checking account, protect against losses, view historical information for analysis and manage cash flow.
- Monitor transactions to compare them to transaction history and benchmark them against industry performance to ensure the correct rate applied.
- View daily qualification statistics.

Note: The specifications are intended to describe the type, size, quality, which will best meet the demands of the using department. It is not intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

**INSTRUCTIONS TO BIDDERS**

**IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO BIDDERS AND EXHIBIT "B", BIDDERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".**

**EXHIBIT "A" INSTRUCTIONS TO BIDDERS**

**Preparation of Sealed Proposal**

- A. Sealed Proposals will be received by the Gila County Procurement Group, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed Proposals only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Sealed Proposal package. It is permissible to copy these forms if required but copies must have original signatures.
- B. Before submitting its Proposal and Qualification Form each Contractor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractors must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of Contractor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Contractor to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the Contractor(s) from further consideration.
- D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

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*Instructions to Bidders continued....*

**Amendments**

Any addendum issued as a result of any change in this Request for Sealed Proposal must be acknowledged by all Contractors in the following manner:

- Completion of the Bidder Checklist & Addenda Acknowledgment form, page 24.

Failure to indicate receipt of addenda in the above manner may result in a Proposal being rejected as non-responsive.

**Inquires**

Any questions related to this Request for Proposal must be directed to those whose names appear on the Notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor(s) must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 pm, April 29, 2010 will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- A. Proposal results ARE NOT provided in response to telephone inquires. A tabulation of proposals received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

**Late Proposals**

Any proposal received later than the date and time specified on Notice for Sealed Proposal will be returned unopened. Late Proposals shall not be considered. Any Contractor submitting a late Proposal shall be so notified.

**Submittal Proposal Format:**

**It is requested that One (1) Original and Two (2) copies ( 3 TOTAL) with original signatures on all three (3) of the Proposal and Qualification Forms, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Request for Proposal. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Failure to include all required documents, all with original signatures, may invalidate the bid.**

1. By signature in the offer section of the Offer and Acceptance page, Contractor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

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*Instructions to Bidders continued....*

- C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Contractor(s) awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

**The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "MERCHANT SERVICES PROVIDER", Bid No., "033011-1", Date "May 5, 2010", and time "11:00 AM" of Proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the Notice.**

**GENERAL TERMS AND CONDITIONS**

**Award of Contract**

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
  - a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
    1. Waive any immaterial defects or informalities; or
    2. Reject any or all Proposals; or portions thereof; or
    3. Reissue a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Contractor(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Proposal of any Contractor(s) who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County attorney and Gila County Board of Supervisors.
5. Those Contractor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful Contractor shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

**Protests**

Only other Contractors who have submitted a bid proposal have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

General Terms & Conditions continued....

**Laws and Ordinances**

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

**EXHIBIT "B" BIDDER AWARD AGREEMENT**

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on page 25, BIDDERS OFFER PAGE, Exhibit "D" Bidders Qualification and Certification forms(s) pages 17-18.

**Overcharges by Antitrust Violations**

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

**Authority to Contract**

This contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

**Contract Amendments**

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

*General Terms & Conditions continued...*

**Contract Default**

- A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
  2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

**Right to Assurance**

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

**Co-op Use of Contract – Intergovernmental Purchasing**

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Contractor to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Contractor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

**Cancellation of County Contracts**

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

**Termination of Contract**

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the County, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, the Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.

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General Terms & Conditions continued...

3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, the Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

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

**Compensation and Method of Payment**

Gila County will pay the Contractor following the submission of itemized invoices for the material or service required. The County will not pay by statement. No payment shall be issued prior to receipt of material or service. Each invoice must show the contract number, purchase order number, date of delivery or service, name and mailing address of Contract.

**IRS W-9 Form**

In order to receive payment the Contract shall have a current I.R.S. W-9 Form on file with the County, unless not required by law.

**Purchase Orders**

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 County, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

**Warranties**

The Contractor warrants that the materials supplied under this contract are free of liens and shall remain free of liens.

**General**

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Finance Director to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the Procurement Group shall give written notice to the Bidder submitting this request.

**MINIMUM SPECIFICATIONS**

**EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS**

**Purpose**

It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide merchant services for Gila County.

**SECTION 1.0**

**General Purpose**

- 1.1 All product specifications are **minimum**.
- 1.2 Contractor should have adequate manufacturing/stocking facilities to serve the needs of Gila County.
- 1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.5 Contractor shall review its Proposal submission to assure the following requirements are met.
  - 1.5.1 **One (1) original and two (2) copies, total of three (3), all with original signatures,** shall be submitted at time of bid opening.
  - 1.5.2 Qualification and Certification Forms (page 17-18)
  - 1.5.3 Price Sheet (page 19)
  - 1.5.4 References List (page 20)
  - 1.5.5 No Collusion Certification (page 21)
  - 1.5.6 Intentions Concerning Subcontracting (page 22)
  - 1.5.7 Legal Arizona Workers Act Compliance (page 23)
  - 1.5.8 Checklist & Addenda Acknowledgment (page 24)
  - 1.5.9 Offer Page (pages 25-26)

**SECTION 2.0**

**Proposal Pricing & Term**

- 2.1 Prices shall be in effect for the duration of the contract period.
  - 2.1.1 Invoicing: The contractor shall submit invoices to the Bill to address listed on each purchase order document. Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the contractor.
  - 2.1.2 A contractor whose payments are delayed due to improper invoicing shall make no claim against the County for late or finance charges. The County will make every effort to process payment for the purchase within thirty (30) calendar days after receipt of invoice by the Accounts Payable department.

*Minimum Specifications continued....*

- 2.2 The term of the contract shall commence upon award and shall remain in effect for a period of three (3) years unless terminated or canceled as otherwise provided herein.

**SECTION 4.0**

**4.1 Evaluation of Proposal and Negotiations**

The Director shall appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the Invitation for Proposals. The Board of Supervisors shall not act in capacity of the selection committee. Proposals shall be evaluated on the factors set forth in the Invitation for Proposals.

For the purpose of conducting Negotiations, the County shall determine what Proposals are susceptible for being selected for award. A determination that a Proposal is unacceptable shall be in writing, state the basis of the determination and be retained in the County files. If it is determined a Proposal is not reasonably susceptible of being selected for Award, the Contractor shall be notified and shall not be afforded an opportunity to modify its Proposal

**4.2 Negotiations with Individual Contractors**

- Gila County may establish procedures and schedules for conducting Negotiations. Disclosure of a Contractors Price or any information derived from competing Proposal Prices or any information derived from competing Proposals is prohibited.
  - a. Any Response to a request for Clarification of a Proposal shall be in writing.
  - b. Gila County shall keep a record of all Negotiations.
- For the purposes of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.
  - a. Concurrent Negotiations: Negotiations may be conducted concurrently with Responsible Contractors for the purpose of determining source selection and/or Contract Award.
  - b. Exclusive Negotiations: A determination may be made by the Director to enter into exclusive Negotiations with the Responsible Contractor whose Proposal is determined in the selection process to be most Advantageous to the County.
- Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.
  - a. A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Contractor.
  - b. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest rank Contractor without the need to repeat the formal Solicitation process.

**INSURANCE PROVISIONS**

**Indemnification Clause**

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**Insurance Requirements**

**Contractor shall furnish Certificate(s) of Insurance to the County within five (5) calendar days of notification of award and prior to all contract extensions.**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The 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, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

**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 – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

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Insurance Requirements continued....

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

**3. Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Birdie DeNero, Risk Management, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

**REQUEST FOR SEALED PROPOSALS**  
**BID NO. 033011-1**

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Insurance Requirements continued....

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Birdie DeNero, Risk Management, 1400 E. Ash St., Globe, AZ 85501. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
  
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

QUALIFICATION AND CERTIFICATION FORMS

EXHIBIT "D" Bidder Qualifications and Certification

**Purpose**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

**Contract Number 0033011-1 Merchant Services Provider**

The applicant submitting this Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

Artie Shetty  
9502 W. Van Buren St, Tolleson, AZ - 85353  
(623) 265 3337

2. Had Contractor (under its present or any previous name) ever failed to complete a contract? \_\_\_\_\_ Yes X No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? \_\_\_\_\_ Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your Contractor's present or any previous name)? \_\_\_\_\_ Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.
5. Contractor must also provide at least the following information:
- a. A brief history of the Contractor.
  - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - c. A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
  - d. List the specific qualifications the Contractor has in supplying the specified services.
  - e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.
  - f. Gila County reserves the right to request additional information.
  - g. List of equipment used in performing the services must accompany proposal.

REQUEST FOR SEALED PROPOSALS  
BID NO. 033011-1

Qualification & Certification continued...

6. Contractor Experience Modifier (e-mod) Rating in Arizona: \_\_\_\_\_  
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. Current Contractor Business License Number: \_\_\_\_\_  
(If Applicable)

8. Contractor must provide copies of all required Arizona Certifications in performing the scope of services provided in this request for proposals. (If Applicable)

Artie Shetty  
Signature of Authorized Representative

Artie Shetty  
Printed Name

Account Executive  
Title

REQUEST FOR SEALED PROPOSALS  
BID NO. 033011-1

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PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 033011-1 Merchant Services Provider.

Contractor Name: Artie Shetty / Elavon Phone No.: 623 255 3337

Each bidder shall attach to this page as part of the proposal pricing all information necessary for costs associated with this request for proposals.

Examples of bidder provided information shall include but not be limited to the following:

Terminal(s)

- Name/Type
- Features
- Cost

Fee(s)

- Basis PTS Above Interchange
- Customer Service
- Authorization Above Interchange
- AVS
- Capture
- TeleCheck Authorization
- Software Updates/Terminal Updates
- Chargeback
- Voice Authorization
- Retrieval
- Resource Online Reporting
- Access Usage
- Misuse of Authorization
- 950 Authorization
- Gateway Authorization
- Debt/ATM Transactions
- Online Reporting

**ELAVON**  
**9502 W. Van Buren St.**  
**Tolleson, AZ 85353**  
**(623) 255-3337**

**PROPOSAL PREPARED FOR:**                      **Gila County**

**BASED ON:**

Average annual volume                      \$unknown  
Average ticket                                      \$unknown

**DEPOSITS:**

Electronic capture of daily drafts transmitted nightly for credit. VISA / MasterCard are credited within 2-3 business days.

**DISCOUNT RATE:**

The rate for Visa/MasterCard transactions for credit cards would be:  
**Interchange pass thru fees and assessments + 0.25% + \$0.20 per authorization (Elavon fee).**

**EQUIPMENT:**

	<b><u>PURCHASE</u></b>	<b><u>LEASE</u></b>
Hypercom T4210 w/ integrated printer	\$599 + tax	\$39/mo. – 48 mos.
	<b><u>-OR-</u></b>	
Virtual Merchant (internet based)	\$399 + tax (one-time fee)	\$29/mo – 48 mos.

**MISCELLANEOUS FEES:**

Application Fee	\$50.00 (one-time, normally \$100.00, per department)
Monthly Statement Fee	\$5.00
Monthly Minimum Discount	\$25.00 (if applicable)
Chargeback Fee	\$25.00 (If applicable)
Annual PCI Compliance Fee	\$55 or \$175 – charged on 6 mo. anniversary date, annual certification required
Early Cancellation Fee	\$295.00 (If cancelled within the first 12 months)
	\$195 (13 <sup>th</sup> month – 36 <sup>th</sup> month)

*Rates/fees/pricing are subject to change based on "Visa, MasterCard, and as applicable Discover, American Express, debit and 3<sup>rd</sup> party networks implement increases and changes"*

*All rates and fees quoted are pending credit approval. This proposal is good for 30 days from date of proposal.*

**PREPARED BY:**

Artie Shetty  
Elavon  
May 2, 2011



# Payment Processing Solutions

End-to-End Solutions to Meet Your Specific Needs.

## Payment Solutions from a Trusted Partner

Your business is unique, and so are its challenges. In today's competitive marketplace, you must balance good customer service with efficient cash management and risk control. You're in good company with Elavon; we support more than one million small business merchants worldwide. So no matter your business – retail, restaurant, health care, service, mail order, e-commerce – we have the solutions you need to optimize your payment processing.

### Positive Cash Flow

You can't afford to limit customer payment options or delay access to funding. From credit and debit card processing to our unique Electronic Check Service, we make it possible for you to access your funds within 24 – 48 hours. And our Electronic Gift Card solution helps generate new business and keeps loyal customers coming back. Whatever your business needs, Elavon delivers the right tools to get the job done.

### Credit & Debit Card Payments

Elavon's end-to-end processing network is one-of-a-kind in the industry. Our payment processing solutions help you improve cash flow, minimize your collections risk, and better serve your customers, all while meeting stringent security standards to protect cardholder data.

Elavon provides authorization, settlement, funding, and support, giving you one point of contact for all your Visa®, MasterCard®, American Express®, Discover® Network, JCB, China UnionPay and Diner's Club International® credit and debit card transactions. In addition, we process the following over our network:

- PIN debit
- Electronic Benefits Transfer (EBT)
- Corporate purchasing cards
- Fleet cards



## Choose Elavon Today

### One Source for Payment Processing

Elavon is responsible for front-end authorizations, back-end settlement, and all customer support functions. You have one source for all of your payment processing needs.

### Flexible Payment Options

You can count on Elavon to deliver value-added processing services like corporate purchasing cards, PIN-based debit, fleet cards, electronic gift cards, and electronic check conversion.

### Superior Customer Service

Get the support you need 24/7, online or from an experienced professional in our customer support center.

### You're in Good Company

Elavon processes over a billion transactions annually for more than one million merchants worldwide.

If You Have A Payment Processing Need,  
We Have the Solution.



# One Source for Payment Processing

## Value-Added Solutions

### Electronic Check Service

With Elavon, accepting checks has never been so convenient and cost-effective. ECS converts all paper checks – consumer and business – into safe, efficient electronic transactions that are processed with the speed and ease of credit card transactions. Gone are manual check reconciliations, time-consuming trips to the bank, and the hassles of check collections.

### Electronic Gift & Pre-paid Cards

Electronic gift cards increase revenue and attract new customers. They also reduce the fraud and labor associated with paper gift certificates. Our program allows you to select the card design and processing features tailored to your business needs.

## Point-Of-Sale Solutions

Elavon understands the way you accept payments varies greatly depending on your business and point-of-sale (POS) configuration. That's why we offer a wide variety of processing solutions to meet the needs of all environments, from bricks-and-mortar to mail-order/telephone-order and e-commerce. Whatever your business needs, count on Elavon to deliver.

### Payment Terminals

Stay in compliance with the latest cardholder security standards with Elavon's broad range of dial, Internet-enabled and wireless terminals and peripherals.

### Software & Internet Products

Turn any PC with an Internet connection into a powerful processing solution for face-to-face and card-not-present transactions with a choice of secure hosted and distributed software solutions.

### VAR Interface Solutions

Integrate processing with our POS platform with solutions from hundreds of value-added resellers and software providers.

## Reporting Solutions

### Online Reporting & Support Tools

MerchaniConnect basic is our free online reporting tool that allows you to securely monitor your account from any Web browser at any time of day. With MerchaniConnect, you can display recent deposits, view chargebacks and retrieval requests, access customer support, and more. You also have free access to ScoreBoard, a tool designed for small business owners that provides data tracking of key business metrics for up to 36 months, including analysis of volume, payment type, average ticket and transaction count.

## Support/Operations

### Risk Management & Fraud Control

Elavon's network has built-in fraud monitoring and control features to protect your business and your customers' card data. A robust set of risk management and fraud prevention tools are provided.

### PCI Compliance Program

Elavon's PCI Compliance Program takes a comprehensive approach to help your business securely manage cardholder data and ensure compliance, while protecting your reputation and your bottom line. Elavon's program is focused on three key areas:

- Education – materials and information to help you understand PCI-DSS compliance
- Validation – tools to help you validate and demonstrate compliance and protect your business
- Financial Protection – programs to mitigate your financial exposure should a breach occur

### Customer Service & Voice Authorization

Customer support is there whenever you need it. A dedicated and well-trained staff of service professionals operates a 24/7 call center for voice authorization and client assistance.

## References:

In our efforts to protect client confidentiality, we will be glad to provide references upon our selection as a finalist. We would extend to you, as our client, the same consideration.

## Legal Notice:

Elavon agrees to the terms, conditions and specifications of the merchant services portion of the RFP provided that the parties also execute Elavon's Payment Device Processing Agreement and applicable schedules, copies of which are submitted herewith (the "Agreement"). The Payment Networks require that Elavon enter into agreements with its merchants containing specific provisions mandated by the Payment Network Regulations, which provisions are not included in the RFP. Therefore, in the event that Elavon is the successful bidder, Elavon will require that the parties include the terms of the Agreement, in substantially the same form as submitted herewith, in the final contract and will, in good faith, work and negotiate with the requestor toward a resolution of all conflicting items. Further, Elavon's bid is subject to the requestor's ability to meet Elavon's underwriting requirements.

In certain instances Elavon may, through its various sales channels, submit more than one response to this RFP. While Elavon's exceptions to the legal terms and conditions of the RFP may be similar, the remainder of the bid and pricing issues will differ due to the independent responses prepared by each sales channel.

**REFERENCE LIST**

**References**

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. **Company:** \_\_\_\_\_  
**Contact:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
  
**Job Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
2. **Company:** \_\_\_\_\_  
**Contact:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
  
**Job Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. **Company:** \_\_\_\_\_  
**Contact:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
  
**Job Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Name of Business**

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Title**

REQUEST FOR SEALED PROPOSALS  
BID NO. 033011-1

NON-COLLUSION AFFIDAVIT

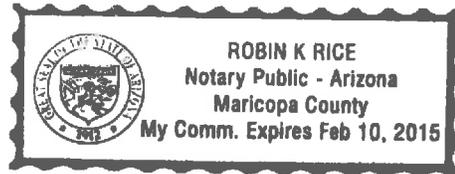
STATE OF ARIZONA )  
COUNTY OF: Maricopa )<sup>SS</sup>  
Artie Shetty  
\_\_\_\_\_  
(Affiant)  
the Acct. Exec. \_\_\_\_\_  
\_\_\_\_\_  
(Title)  
of Elavon \_\_\_\_\_ and  
\_\_\_\_\_  
(Contractor)

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

That such Proposal is genuine and not a sham or collusive, not made in the interest or behalf of any person not herein named, and that the Bidder, has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

Artie Shetty  
\_\_\_\_\_  
(Signature)  
Acct. Exec.  
\_\_\_\_\_  
(Title)

Subscribed and sworn before me this  
20<sup>th</sup> Day of May, 2011  
Robin K Rice  
\_\_\_\_\_  
Signature of Notary Public in and for  
the County of Maricopa  
State of Arizona



REQUEST FOR SEALED PROPOSALS  
BID NO. 033011-1

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**CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on **BID NO. 033011 Merchant Services Provider**, my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number, and Arizona ROC. List must be provided in a sealed envelope marked "List of Subcontractors".

- YES, it is my intention to subcontract a portion of the work.
- NO, it is not my intention to subcontract a portion of the work.

*Arun Shetty*

\_\_\_\_\_  
Signature of Authorized Representative

*Arun Shetty*

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

*Acct. EXEC.*

\_\_\_\_\_  
Title

**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

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

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

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.



\_\_\_\_\_  
Signature of Authorized Representative



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



\_\_\_\_\_  
Title

REQUEST FOR SEALED PROPOSALS  
Bid No. 033011-1

**BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed and/or executed and submitted with this RFP. If Contractor fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be “non-responsive” and rejected.

**CHECKLIST:**

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED / EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	_____
PRICE SHEET	_____
REFERENCE LIST	_____
NO COLLUSION AFFIDAVIT	_____
INTENTIONS IN SUBCONTRACTING	_____
LEGAL ARIZONA WORKERS ACT COMPLIANCE	_____
CHECKLIST & ADDENDA ACKNOWLEDGMENT	_____
OFFER PAGE	_____

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Contractor:

\_\_\_\_\_  
By:

Each proposal shall be sealed in an envelope addressed to the Procurement Group bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 0330110-1 Merchant Services Provider. All proposals shall be filed with Gila County Procurement at 1400 E. Ash St., Globe, AZ on or before May 5, 2011, by 11:00 AM.

OFFER PAGE

**TO GILA COUNTY:**

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document. Signature also certifies the Contractors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

**CONTRACT NUMBER: 033011-1 Merchant Services Provider**

Contractor Submitting Proposal:

For clarification of this offer, contact:

Elavon  
Company Name  
9502 W. Van Buren St.  
Address  
Tolleson, AZ. 85339  
City State Zip

Name: Artie Shetty  
Phone No.: 623 255 3337  
Fax 623 907 4712  
Email: artie.shetty@elavon.com

Artie Shetty  
Signature of Authorized Person to Sign  
Artie Shetty  
Printed Name  
Acct. Exec -  
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

In accordance with A.R.S. §35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran and Sudan and are in compliance with the Export Administration Act and not on the Excluded Parties List.

REQUEST FOR SEALED PROPOSALS  
BID NO. 033011-1

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**ACCEPTANCE OF OFFER**  
(For Gila County use only)

*The Offer is hereby Accepted:*

The Contractor \_\_\_\_\_ is now bound to provide the materials or services listed in RFP No.: 030410-1 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as Contract No. 033011-1.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Contractor receives written notice to proceed from Gila County.

**GILA COUNTY BOARD OF SUPERVISORS:**

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

\_\_\_\_\_  
Michael A. Pastor, Chairman of the Board

**ATTEST:**

\_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk of the Board

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bryan B. Chambers, Chief Deputy County Attorney  
for Daisy Flores, County Attorney

**Joseph T. Heatherly**  
Finance Director  
jheatherly@co.gila.az.us  
(928)402-8743



**Gloria Aguirre**  
Assistant Finance Director  
gaguirre@co.gila.az.us  
(928)402-8742

**GILA COUNTY  
FINANCE DEPARTMENT**

**ADDENDUM #1**

**Bid No. 033011-1  
Merchant Services Provider**

**April 29, 2011**

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- **Page 1 of Bid Packet:**  
SUBMITTAL DUE DATE: 11:00 AM, Local AZ Time, Thursday, May 5, ~~2010~~  
  
Amended to:  
SUBMITTAL DUE DATE: 11:00 AM, Local AZ Time, Thursday, May 5, 2011
  
- **Page 7, paragraph 4, line 3 of Bid Packet:**  
"MERCHANT SERVICES PROVIDER", Bid No., "033011-1", Date "May 5, ~~2010~~", and time "11:00 AM"  
  
Amended to:  
"MERCHANT SERVICES PROVIDER", Bid No., "033011-1", Date "May 5, 2011", and time "11:00 AM"