GILA COUNTY

REQUEST FOR PROPOSALS
011312-1

PRIMARY BANKING SERVICE

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

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

COUNTY MANAGER
Don E. McDaniel Jr.

GILA COUNTY
PROCUREMENT GROUP
NOTICE OF REQUEST FOR PROPOSALS

1400 East Ash Street
Globe, Arizona
85501

SOLICITATION NUMBER
011312-1

BID DUE DATE: May 3, 2012 **TIME:** 3:00 PM

DESCRIPTION: Primary Banking Service

PRE-BID CONFERENCE: Not Applicable

Bid Submittal Location: Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501

Bid Opening Location: Gila County Board Conference Room #257, 2nd Floor
1400 E. Ash Street, Globe, AZ 85501

In accordance with A.R.S. §41-2533, Request for Proposals for the materials or services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Interested Offerors may obtain a copy of the solicitation from the Gila County Procurement Group by calling (928)402-8612. Information concerning the solicitation can also be found on the Procurement web site at www.gilacountyaz.gov/purchasing/BidRequest. Request for submittals after the specified date and time shall not be considered.

Additional instructions for preparing a bid are provided on pages 12-13, of the bid documents to Offerors as contained within this solicitation.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, 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 office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Advertisement Dates: ***April 11, 2012 and April 18, 2012***

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department:	Gila County Treasurer
Type of Contract:	Term
Term of Contract:	36 Months
Phone Number:	928-402-8612

Signed: _____ Date: 4/3/12
Tommie C. Martin, Chairman, Board of Supervisors

Signed: _____ Date: 4 3 12
Bryan B. Chambers, Chief Deputy County Attorney

TABLE OF CONTENTS

CONTENT	PAGE
Introduction	3
Scope of Services	4-11
Instructions to Bidders	12-14
Contract Award Agreement	14-15
Special Terms & Conditions	16-18
Standard Terms & Conditions	19-23
Minimum Specifications	24
Required Forms	25-31
Offer Page	32

INTRODUCTION

General Information

Gila County is located in central Arizona. The southern border is along the Gila River, the namesake for the County.

The County has an area of 4,800 square miles. Gila County has both desert areas and mountain areas within its borders. Over half of the land is owned by the U.S. Forest Service and 37% is owned by the Apache Indian Nation.

There are four main areas of economy in the County. They are ranching, tourism, recreation, and copper production. The main emphasis, though, is for the raising of livestock. All of Gila County is an Enterprise Zone.

Main attractions of Gila County include: the Salt River Canyon, Tonto National Monument, Coolidge Dam, Roosevelt Dam and lake.

The County seat is located in Globe, Arizona. Gila County has a population currently estimated at 54,000. For detailed information on Gila County, go to: http://www.gilacountyaz.gov.

Gila County Cities and Towns (*Incorporated Areas):

- Bear Flat
- Canyon Day
- Carrizo
- Cedar Creek
- Central Heights
- Claypool
- Copper Hill
- Cutter
- Flowing Springs
- Freedom Acres
- Gisela
- Globe*
- Hayden*
- Jakes Corner
- Kohls Ranch
- Mesa Del Caballo
- Miami*
- Midland City
- Oxbow Estates
- Payson*
- Peridot
- Pinal
- Pine
- Roosevelt
- Rye
- San Carlos
- Star Valley*
- Strawberry
- Tonto Basin
- Tonto Village
- Top-of-the-World
- Washington Park
- Whispering Pines
- Winkelman*
- Young

The Gila County Board of Supervisors is designated as the sole contracting authority for the management of Primary Banking Services for all Gila County departments/divisions.

SCOPE OF SERVICE

The intent of this Request for Proposals (RFP) is to seek proposals from qualified bank(s) to provide for Gila County's Primary Banking Service. The successful Offeror shall have the ability, and capacity, to provide innovative banking and investment services for all funds not restricted by law or bond covenants.

The County's main objectives are to:

1. Obtain comprehensive banking services.
2. Minimize the cost of banking services to the taxpayers of Gila County.
3. Preserve capital, protect investment principal, and maximize the return on liquid assets while avoiding unreasonable risk.

The County reserves the right to eliminate any individual service contained within the RFP for reasons such as, but not limited to: *determination that the fees assessed for providing a category of service are excessive, or that the service can be performed in-house at no additional cost.*

Minimum Qualifications

In order to be eligible to respond to this RFP, responding banks must meet the following minimum qualifications.

- Authority to offer institutional banking services via charter from either the United States Federal Government or the State of Arizona.
- Institution must be an Arizona State qualified depository for public funds and be in compliance with all Arizona Revised Statutory guidelines or the deposit of public funds by government agencies.
- Be a current member of the Federal Reserve System with access to all Federal Reserve System services.
- Institution must have established local branch offices within Gila County that are able to fulfill the County's banking service needs as specified herein.

Banking Service Overview

The majority of banking services' activity is conducted under the auspices of the Treasurer's Office acting on behalf of the County's administrative departments, elected officials' offices, such as Sheriff, Recorder, Assessor, school district(s) and limited courts. Currently the Treasurer's Office handles fifteen (15) bank accounts under the Gila County Banking Services umbrella.

With reference to A.R.S. § 11-635, the Servicing Bank shall bid a percentage (less than 10%) on warrants that cannot be paid for lack of funds which will be carried by the bank until called by the County Treasurer.

Offeror's shall consider the Treasurer's requirements when preparing the complete service proposal.

Proposals will be evaluated on the basis of the most complete servicing package offered to Gila County for the services and requirements set forth herein.

All technical questions concerning this proposal request should be directed to Ms. Debora Savage, Gila County Treasurer, at (928)402-8700.

Offeror Questionnaire

Offeror must complete the questionnaire. All questions must be answered; if an Offeror does not provide the service or the question does not pertain to the Offeror, the question must be answered as "N/A" meaning "not applicable". The Offeror must have a reason why the service is not provided or why the question does not pertain to them.

Responder must provide all fee, cost, comparison, payment or credits-related information, and must reference the numbering scheme used in the questionnaire on the Pricing Sheet. For example, for costs associated with item 1) Deposits, respond with the following: "1-d) Costs associated with a deposit: <*type in all costs associated with a deposit, including an aggregate total for this item*>". This information must be included in Offeror's proposal with the Pricing Sheet in addition to the information requested on the Pricing Sheet.

1. **DEPOSITS -** Describe bank's services in this category, including:
   a) Identify any deposit procedures you require, such as a limit on the number checks per deposit.
   b) What method do you have available to allow us to identify the Gila County department or political subdivision making the deposit?
   c) Are there branches located throughout Gila County that can accept deposits from various political subdivisions and Gila County departments? If yes, identify the locations in the county.
   d) Identify all costs associated with a deposit. *(Fees or credits-related information shall be included on your Pricing Sheet.)*
   e) Do you provide for image cash letter processing? If so, what fees are associated including monthly maintenance fees?
   f) Standard return and re-clear processing.
   g) Deposit reconciliation services availability.
   h) Does the bank provide any methods to detect counterfeit currency before it is accepted by the County i.e. cash verifying pens, scanners, etc?

2. **CHECK CLEARING**
   a) Identify all costs associated with check clearing on your Pricing Sheet.

3. **WARRANT CLEARING**
   a) Can credit be provided to the Treasurer for any missing warrants?
   b) What method do you have available to allow us to identify the political subdivision that issued the warrant?
   c) Can you provide images of paid warrants by political subdivision?
   d) Identify all costs associated with clearing and payment of warrants on Pricing Sheet.

4. **RETURNED ITEMS AND STOP PAYMENT**
   a) Identify all costs associated with placing a Stop Payment on a check or warrant issued by the Gila County Treasurer or any of its political subdivisions.
   b) Can you provide an interface to allow the Treasurer to process stop payments directly into the bank's system? If so, describe the interface.
   c) Identify the time before the stop-pay becomes effective.
   d) Identify all costs associated with clearing and payment of warrants on the Pricing Sheet.
   e) Can you provide a means for returned items to be deposited a second time before the items is returned to the Treasurer for collection?

5. **WIRE TRANSFER SERVICES** – Describe the bank's process, including:
   a) Ability of County to initiate and monitor wire transfers online.
   b) Ability of County to create and store recurring/repetitive3 wire instruction and templates.
   c) Ability of County to create and store future dated wire instructions.
   d) Security measures for wire initiation and approval.
   e) Same-day credit for incoming wires.
   f) Identify all costs associated with placing an outgoing wire.
   g) Identify all costs associated with receiving an incoming wire.
   h) What provisions are in place to allow the customer to initiate a priority wire transfer requiring special handling and immediate release?
   i) Identify the opening hours and the cut-off times in Mountain Standard Time initiating wire transfers to ensure same-day execution? List by type of transfer and method of communication.
   j) How soon after wire execution would a confirmation/sequence number (not the Fed Reference number) be available? Explain any delays.
   k) Will the bank look to the funding account if the debit account is a zero balance account?
   l) What steps are you taking to ensure uninterrupted service?
   m) How can the status of wire transfers be tracked by the customer?
   n) Is a method available to allow for wire transfer and ACH payment preparation, review and release prior to the payment date? How far in advance can a wire be prepared and released?
   o) What is the bank's policy in the event of a wire transfer failure for which receipt of instructions has been confirmed to the customer?
   p) At what point does the bank assume legal liability for executing a wire transfer? How is that event identified?
   q) What are procedures and the time limits to effectively cancel a wire?
   r) Describe security measures to protect the validity of wire transfers.
   s) What information is available to identify incoming wires? Are any of these fields available for standardization?

6. **REPORTING SERVICES**
   a) Identify all costs associated with reporting.
   b) Provide a description of the reporting services available on-line.
   c) Required Service: Ability to download daily & monthly DDA activity.
   d) Provide a sample of your statement.

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

i) Identify data available for incoming ACH transactions.
j) Can the county specify required data to accept an ACH deposit?

8. ON-LINE BANKING

a) Identify available on-line banking services.
b) Identify controls available with on-line banking.
c) Can access to on-line services be provided to various sites and users?
d) Can access to on-line services be restricted to users according to a authorization hierarchy?

9. TECHNICAL REQUIREMENTS

a) If implemented: Lockbox data must be able to be delivered electronically. Describe the method that will be used for lockbox data in a format usable by the County Treasurer on a daily basis.
b) Provide the methods available to provide images of deposited and paid items, including indexes.
c) Does the bank provide technical customer support for computer hardware, software and communications problems? If so, what are the hours of operation for technical support?
d) For file transfers between the bank and County, and between the County and the bank describe acceptable file types (i.e., CSV, Tab Delimited, Fixed Length, etc.).

10. LOCKBOX SERVICES

a) Identify all costs associated with your lockbox services including returned items.
b) Where is your lockbox service provider located?
c) Identify the relationship of your lockbox service provider.
d) Identify key staff responsible for our account and their qualifications.
e) Identify the technical specifications required for wholesale processing.
f) Describe your lockbox process and procedures.
    i. Identify the controls in place to ensure accurate processing per customer specifications.
    ii. Describe any priority handling of items.
    iii. Describe the methods to assure validity of data.
    iv. Do you retain the actual check in the lockbox department until data capture is completed or do you send the check for collection prior to data capture?
    v. What back-up arrangements exist should the system fail?
    vi. Describe procedures to ensure that transmissions are received successfully and contain all remittance payment detail. Describe your backup procedures in the event transmission is not successful.
    vii. Describe the receipt and handling of remittances delivered by private services to the lockbox for processing.
    viii. How will your processing, procedures and/or timelines change with our extreme peak demands for services?
g) Do you allow for same day credit of lockbox deposits (i.e. lockbox deposits after normal deposit cut-off times are posted as same day)?
h) Do you have the ability to stop and start services without added fees?

11. **LINE-OF CREDIT AND REGISTERED WARRANTS**

a) Identify all costs associated with line of credit activity.
b) Provide a sample copy of the line of credit agreements.
c) Will the bank purchase registered warrants?
d) If so, identify all costs associated with registered warrant activity.
e) Will the bank require each entity to have a separate line of credit?
f) What is the turnaround time to increase a line of credit?

12. COMPENSATION

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

13. FRAUD PREVENTION

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

14. CHECK 21 COMPLIANCE AND OFFERED SERVICES

a) Identify any new products or services that are expected to be offered and the anticipated timeline as a result of Checks 21 legislation.

15. PERSONNEL AND CUSTOMER SERVICE

b) Identify personnel responsible for our account and provide their qualifications.
c) Indicate the organizational structure

16. CREDIT CARD PROCESSING (MERCHANT) SERVICES

a) Do you have the ability to identify transactions by Gila County Department?
b) Identify all cost associated with credit card processing.

17. CREDIT CARD PROCUREMENT SERVICES E-COMMERCE SERVICES

a) Identify all costs associated with credit card processing for procurement of goods and services for small purchases (Less than $5,000.00).
b) Describe your credit card procurement process.
c) Describe your rebate program.
d) Provide your rebate rate schedule.
e) Provide sample reports.

18. E-COMMERCE SERVICES

a) Describe your products available to allow Gila County to offer E-Commerce to its citizens.
b) Identify all costs associated with the available products.

19. INVESTMENT SERVICES

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

20. SAFEKEEPING SERVICES

a) Identify safekeeping services offered.
b) Identify all costs associated with safekeeping services.

21. DISASTER RECOVERY

a) Identify your Disaster Recovery Process.
b) What arrangements are made regarding service level agreements in the event of a disaster?
c) Have disaster recovery procedures ever been employed for a real disaster? If so, explain.
d) Identify Disaster Recovery Services available and associated fees.

22. COLLATERAL REQUIREMENTS AND SERVICES

a) Requirements:
    i. Collateral must be maintained in accordance with Arizona Revised States § 35-323 regarding deposit and investment of public monies.
    ii. Collateral must be held by a trustee approved by the Gila County Treasurer's Office.
    iii. The County reserves the right to review all pledged collateral and approve the substitution of any item.
    iv. Statements must be provided to the county at least monthly
    v. Additional collateral may be required daily to cover deposits with same day notification.
b) Describe your processes and procedures to ensure that a accounts are properly collateralized.
c) Provide any separate required agreements for collateral.

23. AVAILABILITY SCHEDULES

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

24. FEE SCHEDULES

a) Responder shall provide a list of all fees associated with each offered service. List any fees not specifically requested in the solicitation. For example, identify all fees associated with a check deposit: a deposit slip fee, a per deposit item fee, a posted credit fee.
b) Responder shall identify any increases if the bank servicing agreement is extended by the Gila County Board of Deposit for up to two additional years.
c) Identify the rate charged for overdrafts, should they occur.

25. SUPPLEMENTAL AGREEMENTS AND OTHER REQUIRED INFORMATION

a) Please provide a copy of any supplemental agreements that you anticipate will be required for the services to be provided. For example, revolving line of credit agreement or repurchase agreement.
b) Location where primary services will be provided.
c) Location of additional branches where services may be provided, such as remote deposits.
d) Provide any details any merger or acquisition that the bank is currently committed to and the expected impact on the services requested in this solicitation.
e) Does the bank outsource any of the services requested in this solicitation? If so, describe.
f) Provide any additional information that you believe to be relevant to this solicitation and your capabilities to provide the services requested (e.g., product brochures, articles in trade journals).
g) Identify procedure used to resolve disputed amounts, for example, deposit corrections for cash and check deposits.
h) Supplies to conduct general banking business must be provided by the servicing bank. These include check and warrant stock, deposit slips, bank bags, currency straps, coin wraps, etc. Provide price list for these supplies.

26. CONVERSION AND IMPLEMENTATION

a) Provide conversion plan for implementation by ***July 1, 2012***. The plan must include the bank's conversion approach, the relevant time lines and the key personnel responsible for the conversion. Including:
    i. What is the average lead-time for implementation? What are the critical factors that may impact that lead time?
    ii. Describe support provided during conversion and implementation, including training, technical assistance, user manuals and on-site visits.
    iii. What additional resources does the bank require for successful conversion and successful implementation?
b) Identify any costs of conversion that will be charged by the bank.

END OF QUESTIONAIRE

Note: All costs described in the Questionnaire must also be included on the Pricing Sheet. Any costs not included on the Pricing Sheet will not be considered for award.

Proposal Evaluation

Criteria:

The County will evaluate proposals on three (3) core service areas:

1. Service Capabilities
2. Earnings Options
3. Fees (Price Proposal)

Based on the information requested herein, the County will utilize the following evaluation criteria to determine award.

A. Financial strength.
B. Ability to meet County's current and projected service requirements over the term of the Contract.
C. Availability schedule for deposit items.
D. Capacity to provide a wide range of electronic banking services.
E. Cost per identified activity, aggregate banking services cost, and corresponding compensating balances, if applicable.
F. Rate of interest paid historically on accounts, including evaluation of indexed rates.
G. Proposed benchmark for Earning Credit Rate (ECR).
H. Experience and governmental knowledge of proposed bank and bank team.
I. Quality of references.
J. Completeness of response to all required items on the standard forms provided.

General:

1. Shortlist
   The County reserves the right to shortlist the offerors on all of the sited criteria. However, the County may determine that short-listing is not necessary.

2. Interviews
   The County reserves the right to conduct interviews with all or some of the offerors at any point during the evaluation process. However, the County may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the state criteria.

3. Additional Investigations
   The County reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

4. Prior Experience
   Experience with Gila County and entities which have evaluation committee members present shall be taken into consideration when evaluating qualifications and experience.

INSTRUCTIONS TO BIDDERS

Instructions to Bidders and 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 Minimum Product Specifications and Information and take precedence over the language appearing in Instructions to Bidders and Bidders Award Agreement.

INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

A. Sealed Proposals will be received by the Gila County Purchasing Department, from bidders to deliver the goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed Proposals only from qualified, experienced bidders able to provide services which are, in all respects, responsive to the specifications.

1. All proposals shall be on the forms provided in the RFP package. It is permissible to copy these forms as required.
2. Facsimiles, telegraphic proposals or mailgrams shall not be considered.
3. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the vendor offer.
4. 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 bidder.
5. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
6. Periods of time, stated as days, shall be calendar days.
7. 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.
8. The Offer and Acceptance Page shall be submitted with an original ink signature by the person authorized to sign the proposal.

B. Before submitting its Proposal and Qualification Form each bidder 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 bidder. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Bidders 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 bidder to perform the Scope of Services as set forth in the Contract. Failure of any bidder to complete and submit the required forms at time and place of opening shall be grounds for automatic disqualification of the bidder from further consideration.

D. It is the responsibility of all offerors to examine the entire RFP package and seek clarification of any requirement that may not be clear and to check all response for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date.

Amendments

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

- Completion of the Bidder Checklist & Addenda Acknowledgment form, page 31.

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

Proposal Format

It is requested that **Two (2) Originals and three (3) copies (5 TOTAL)** should be submitted on the forms and in the format specified in the RFP. The two originals shall be clearly labeled "Original" and shall be unbound and single-sided. The material should be in sequence and related to the RFP. 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, originals 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 proposal 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.
   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, Stated, 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.

Where to Submit Proposals

In order to be considered, the offeror must complete and submit their proposal to the Procurement Office at the location indicated, or prior to the exact time and date indicated on the Notice of Request for Proposals page.

- The offerors proposal shall be presented in a sealed envelope
- The words "SEALED PROPOSAL" with Proposal Title "SERVICING BANK", Bid No., "**011312-1**", Date "**May 3, 2012**", and time "**3:00 PM**" of Proposal opening shall be written on the envelope.
- The Bidder shall assume full responsibility for timely delivery at the location designated in the Notice.

Late Proposals

Late proposals shall not be considered. Globe is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority delivery (next day). Offerors are encouraged to keep this in mind when arranging delivery of their proposals and are advised herein that late proposals shall be rejected and returned to the bidder regardless of reason for being late.

Offer and Response Period

In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

Inquires

Any question related to a Request for Proposal shall be directed to the Procurement Group. The offeror shall not contact or ask questions of the department for whom the requirement is being procured. Questions should be submitted in writing when time permits. The Procurement Officer may require any and all questions to be submitted in writing at the Procurement Officer's sole discretion. Any correspondence related to a solicitation should be referred to the appropriate Request for Proposal number, page and paragraph number.

However, the offeror must not place the 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 the official proposal due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Request for Proposal amendment will be binding.

Request for Additional Information

The County reserves the right to request additional information from Offerors for the purpose of explaining the contents of their proposal. Any such request shall be for information purposes only and does not constitute discussions.

Contract Negotiations

The County reserves the right to enter into negotiations with the offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive negotiations with the Offeror whose proposal is deemed most advantageous, whichever is in the County's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the County reserves the right to enter into negotiations with the next highest ranked Offeror without the need to repeat the formal solicitation process.

Proposal Results

Proposal results **ARE NOT** provided in response to telephone inquiries. A tabulation of proposals received is on file in the Office of the Clerk of the Board of Supervisors and the Procurement Office, and available for review after official contract award.

BIDDER AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any bidder, 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 bidder's signature(s) appearing on page 32, BIDDERS OFFER PAGE, and page 25 Bidders Qualification and Certification forms.

Award of Contract

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.

- 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.

A response to any RFP is an offer to contract with the County based upon the terms, conditions, and specifications contained in the County's Request for Proposal. Proposals do not become contracts unless and until they are executed by the Gila County Board of Supervisors. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the Request for Proposals, unless any of the terms and conditions are modified by the RFP amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible bidder. To ensure that all bidders 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.

Further, the County reserves the right to reject the Proposal of any bidder who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.

All submitted forms provided in this Request for Proposal will be reviewed by the Gila County Purchasing Department, Gila County Attorney, and Gila County Board of Supervisors.

Those bidders 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.

Familiarization of Scope of Work

Before submitting a proposal, each Offeror 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 as to the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the Contract, for lack of such familiarization.

Withdrawal of Proposal

At any time prior to a specified solicitation due time and date an offeror (or designated representative) may withdraw the proposal. Facsimile or telephone withdrawals shall not be considered.

Upon Notice of Intent to Award

The apparent successful offeror shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the contract including Certificate of Insurance and Bonds.

SPECIAL TERMS AND CONDITIONS

Insurance Requirements

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".**

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.

4. **Fidelity Bond or Crime Insurance**
   Bond or Policy Limit $_____

   a. The bond or policy shall be issued with limits based on the amount of cash being handled by the Contractor.
   b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
   c. The bond or policy shall include coverage for third party fidelity.
   d. The bond or policy shall include coverage for extended theft and mysterious disappearance.
   e. The bond or policy shall not contain a condition requiring an arrest and conviction.

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 ***Gila County Purchasing, 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. 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, ***Gila County Purchasing, 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.

Failure to Insure

Failure on the part of the Contractor to meet the insurance requirements herein shall constitute a material breach of Contract, upon which the County may immediately terminate this agreement.

Contract Term and Renewal

The term of the contract shall commence upon award and remain in effect for a period of three (3) years, unless terminated, canceled, or extended as otherwise provided herein. The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods or portions thereof. In the event the County exercises such rights, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of rate adjustments and minor scope additions and/or deletions which may be mutually agreed upon in writing.

Contract Rate Adjustments

The County will review fully documented requests for a rate adjustment after services have been successfully provided by Contractor for a three (3) year period.

Any rate adjustment will only be made at the time of contract renewal or extension and will be a factor in the extension review process and must be fully justified in writing by the Contractor.

Certificates and Licenses

The contractor shall posses all necessary and valid licenses and certificates required for performance of the work specified herein. Current copies of all applicable licenses and certificates shall be provided to the County within twenty-four (24) hours upon demand at any time prior to and during the contract term.

Quality of Work

The contractor shall be responsible for the professional quality and technical accuracy of the services provided under this contract and shall perform services under this contract in accordance with generally accepted professional and industry standards. All services shall conform to and be in compliance with applicable federal, state and local statues, rules, codes, laws, ordinances, regulations, and restrictions.

Contract Default

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:

a. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
b. 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.
c. 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.

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.

STANDARD TERMS AND CONDITIONS

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.
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.

Records

Internal control over all financial transactions related to this contract shall be in accordance with sound fiscal policies. The County may, at reasonable times and places, audit the books and records of you or any and all of your sub contractors. Said audit shall be limited to this contract and its scope of services.

Arbitration

It is understood and agreed that no provision of the contract relating to arbitration or requiring arbitration shall apply to or be binding upon the County except by the County's express written consent given subsequent to the execution of the contract. However, at the County's sole option, or by other means expressly approved by the County, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, et seq. Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.

Cancellation of County Contracts

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

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 "Indemnitee") 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that 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.

Confidentiality of Records

The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose o assuring that no information contained in its records or 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.

Protests

Only other bidders who have submitted a bid for this 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.

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.

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 bidder 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 is based upon the Request for Proposal, Attached Exhibits and Forms, issued by the County and the offer submitted by the bidder 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 and attached exhibits. All other conditions, specifications and other requirements set forth within the text of the RFP, attached exhibits and forms are incorporated by this reference into this contract. The county reserves the right to clarify any contractual terms with the concurrence of the bidder; 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 and incorporated RFP with attached exhibits and forms shall contain the entire agreement between Gila County and the bidder 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 bidder 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 bidder.

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.

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. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions.

The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contact modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

Contract

The contract shall be based upon the RFP 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's Finance Director, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

Rights and Remedies

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

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 to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.

Exclusive Possession

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

Liens

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

Licenses

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 as applicable to this contract.

Costs and Payments

Payment: Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Contractor shall submit a complete and accurate invoice for payment from the County within thirty (30) days.

Payment of Taxes: The Contractor shall be responsible for paying all applicable taxes.

Tax Indemnification: 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 any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

IRS W9 Form: In order to receive payment the Contractor shall have a current IRS W9 Form on file with the County unless not required by law.

Note: If County receives a Preliminary Lien Notice from a subcontractor the Contractor will provide Lien Waivers prior to Contractor receiving payment.

Public Record

All proposals submitted in response to the request shall become the property of the County and shall become a matter of public record available for review subsequent to the award notification.

MINIMUM SPECIFICATIONS

Purpose

It is the intent of this Request for Proposals to enter into a contract with a qualified contractor to provide Primary Banking Services for Gila County, Arizona.

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 of County needs 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 **Two (2) originals and three (3) copies, total of five (5),** shall be submitted at time of bid opening.
- 1.5.2 Qualification and Certification Forms
- 1.5.3 Price Sheet
- 1.5.4 References List
- 1.5.5 No Collusion Certification
- 1.5.6 Legal Arizona Workers Act Compliance
- 1.5.7 Checklist & Addenda Acknowledgment
- 1.5.8 Offer Page

SECTION 2.0

Proposal Pricing & Term

2.1 Prices shall be in effect for the duration of the contract period.

2.2 The contract shall commence upon award and shall remain in effect for a period of thrity-six (36) months unless terminated, cancelled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

2.3 Any price increases after the three (3) year term must meet the Board of Supervisor's approval by an amendment to the contract prior to any such extension.

QUALIFICATION AND CERTIFICATION FORMS

Bidder Qualifications and Certification

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

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

Contract Number 011312-1 Primary Banking Service

The applicant submitting this Proposal warrants the following:

1. Name, Address, Telephone Number and Email Address of Offeror:

   JPMorgan Chase Bank NA
   201 N. Central Ave, Phoenix, AZ 85004
   602-221-2179 george.w.mcmanus@jpmorgan.com

2. Had Offeror (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 Offeror (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 Offerors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with the Offeror prior to contract expiration date (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 Offeror was terminated in the narrative part of this Contract.

5. Offeror must also provide at least the following information:
   a. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
   b. 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.
   c. List the specific qualifications the Offeror has in supplying the specified services.
   d. Gila County reserves the right to request additional information.

6. Current Business License Number: N/A
   (If Applicable)

7. Offeror must provide copies of all required Arizona Certifications in performing the scope of services provided in this request for proposals.

Signature of Authorized Representative

George W. McManus
Printed Name

Senior Banker
Title

PRICE SHEET

Offeror must complete all items on the pricing sheet and may provide any other costs associated with information from the Questionnaire. (Offeror shall also include additional pages to this price sheet with detailed information about other costs identified within the Questionnaire as needed.)

Fees shall either be fixed fees or index-based. An example of a fixed fee is "$0.02 per transaction". An example of an index based rate is the rate that is tied to an index such as the Federal Funds Rate. If any index-based rates are proposed, clearly indentify the name of the index, the organization that publishes it, the web address or other means by which the current rate may be readily obtained, the proposed frequency of adjustment (such as "annually on the contract anniversary date") and the formula by which adjustment shall be made.

ITEM DESCRIPTION	QUANTITY	TOTAL
Current Accounts	15	Rate to Service Each Account = $ 5.00 x 15 Accounts = $ 75.00
Deposits & Other Credits	Annual	
Daily Deposits	300 / year	Daily Deposit Rate = $ 0.25 x 300 Daily Deposits / Year = $ 75.00
Deposits & Other Credits	$xxx	
Deposit Items	5,000 / year	Rate for Deposit Items = $ 0.09 x 5,000 Deposits/Year = $ 450.00
Currency / Coin Deposits	$xxx / year	
ACH Credits	5,000 / year	Rate for ACH Credits = $ 0.04 x 5,000 ACH Credits/Year = $ 200.00

Offeror Name: JPMorgan Chase Bank

Wire Transfers - Outgoing	10	Rate for Wire Transfers - Outgoing = $ 5.00 x 10 Outgoing Wire Transfers/Year= $ 50.00
Wire Transfers - Incoming	20	Rate for Wire Transfers - Incoming = $ 2.00 x 20 Outgoing Wire Transfers/Year= $ 40.00
Book Transfers	5	Rate for Book Transfers = $ 2.00 x 5 Book Transfers/Year = $ 10.00
Debits - Warrants	39,000	Rate For Warrants = $ 0.02 x 39,000 Checks/Year = $ 780.00
Debits -Checks	1,000	Rate for Checks = $ 0.02 x 1,000 Checks/Year = $ 20.00
Armored Car Service	1 Stop 5 Days/Week In April	Rate per Week $ X 52 Weeks/Year = $ Pass Through Fee
Armored Car Service	1 Stop 5 Days/Week In October	Rate per Week $ X 52 Weeks/Year = $ Pass Through Fee
Armored Car Service	1 Stop 5 Days/Week In December	Rate per Week $ X 52 Weeks/Year = $ Pass Through Fee
Armored Car Service	November 1st May 1st	Rate per Day $ 2 Days/Year = $ Pass Through Fee
GRAND TOTAL PER YEAR		

Offeror Name: JPMorgan Chase Bank

Proforma Analysis

CHASE

pril 2012

GILA COUNTY TREASURER
* Proforma includes new proposed services

ECR Rate: 0.05%

Balance Analysis*

Average Ledger Balance			$1,013,303.49
Less Average Float			$331,856.89
Average Collected Balance			$681,446.60
Less Reserve Requirement	Rate	0.00%	$0.00
Average Available Balance			$681,446.60
Less Balance Required			$73,663,326.67
Net Available Balance			($72,981,880.07)
Earnings Credit Allowance	Rate	0.05%	$28.00
Total Charge for Services			$2,606.71
Net Credit Amount			($2,578.71)
	Service Charge Amount:		$2,578.71

Service Analysis*

Service Description	AFP	Number of Units	Unit Price	Charge For Service	Balance Required
ACCOUNT SERVICES					
2 - NEGATIVE COLLECTED BALANCE FEE	000210	1	$30.4500	$30.45	$740,950.00
105 - DAILY OVERDRAFT OCCURRENCE FEE	000212	23	$0.0000	$0.00	$0.00
1005 - ACCOUNT MAINTENANCE	010000	15	$5.0000	$75.00	$1,825,000.00
1014 - ACCOUNT STATEMENT - PAPER	010310	33	$0.0000	$0.00	$0.00
1015 - STATEMENT CYCLES - ENHANCED	010307	2	$3.7500	$7.50	$182,500.00
1019 - DDA IMAGE STATEMENTS	010320	1	$0.0000	$0.00	$0.00
1073 - LARGE DOLLAR CHECK REVIEW	150299	13	$0.0000	$0.00	$0.00
1076 - AUDIT CONFIRMATIONS	010630	1	$25.0000	$25.00	$608,333.33
2316 - OVERDRAFT NSF ITEM PAID	150341	10	$0.0000	$0.00	$0.00
7636 - ACCT STATEMENT W/FLOAT-PAPER	010310	1	$0.0000	$0.00	$0.00
Subtotal				$137.95	$3,356,783.33
AUTOMATED CLEARING HOUSE					
2695 - ACH MAINTENANCE	250000	13	$10.0000	$130.00	$3,163,333.33
2700 - CREDIT ORIGINATED	250101	3,687	$0.0400	$147.48	$3,588,680.00
2705 - DEBIT ORIGINATED	250100	36	$0.0400	$1.44	$35,040.00
2716 - CREDIT RECEIVED	250201	77	$0.0400	$3.08	$74,946.67
2717 - DEBIT RECEIVED	250200	86	$0.0400	$3.44	$83,706.67
2742 - CREDIT ORIGINATED - JPM ACCESS	250101	41	$0.0600	$2.46	$59,860.00
2744 - DEBIT ORIGINATED - JPM ACCESS	250100	2	$0.0600	$0.12	$2,920.00
2746 - JPM ACCESS ACH MAINTENANCE	250000	2	$20.0000	$40.00	$973,333.33
2765 - FILE PROCESSING	250501	25	$5.0000	$125.00	$3,041,666.67
2796 - ADDENDA RECORD	250120	58	$0.0300	$1.74	$42,340.00
3175 - TPS TAX PAYMENT - FEDERAL	250199	3	$2.0000	$6.00	$146,000.00
Subtotal				$460.76	$11,211,826.67
BANKING CENTER SERVICES					
1306 - BRANCH CREDITS POSTED	100000	14	$1.0000	$14.00	$340,666.67
1314 - BRANCH DEPOSIT-IMMEDIATE VERIF	100000	423	$0.0026	$1.10	$26,766.67
Subtotal				$15.10	$367,433.33
DEPOSIT INSURANCE					
35 - DEPOSIT INSURANCE FEE	000230	1	$163.6300	$163.63	$3,981,663.33
Subtotal				$163.63	$3,981,663.33
DEPOSITORY SERVICES					
501 - CHECK DEPOSITED-ON US	100220	0	$0.0800	$0.00	$0.00
513 - CHECK DEPOSITED-TRANSIT	100224	0	$0.1000	$0.00	$0.00
519 - IMAGE GROUP ONE	999999	2,221	$0.0350	$77.74	$1,891,673.33
520 - ON-US STANDARD	999999	0	$0.0250	$0.00	$0.00
521 - IRD PERIOD ONE	999999	399	$0.1000	$39.90	$970,900.00
522 - IRD PERIOD TWO	999999	0	$0.1200	$0.00	$0.00
523 - FILE TRANSMISSION REC.- FTP	999999	1	$150.0000	$150.00	$3,650,000.00

526 - IMAGE GROUP TWO	999999	370	$0.0250	$9.25	$225,083.33
541 - CHECK IMAGE DEPOSITED	109999	0	$0.0800	$0.00	$0.00
548 - IDD MONTHLY MAINTENANCE FEE	109999	0	$20.0000	$0.00	$0.00
704 - DEPOSIT CORRECTION	100230	1	$0.0000	$0.00	$0.00
746 - ON US PREMIUM	999999	712	$0.0500	$35.60	$866,266.67
747 - IRD PERIOD THREE	999999	0	$0.2000	$0.00	$0.00
748 - ICL DEPOSIT LATE	100200	0	$2.0000	$0.00	$0.00
756 - ICL DEPOSIT STANDARD	100200	0	$1.5000	$0.00	$0.00
759 - ICL DEPOSIT EARLY	100200	21	$1.0000	$21.00	$511,000.00
1139 - SOFTWARE MAINTENANCE FEE	109999	0	$20.0000	$0.00	$0.00
1305 - CREDITS POSTED	010101	94	$0.2500	$23.50	$571,833.33
** 1385 - IDD PANINI 50/50 SCANNER	109999	0	$986.0000	$0.00	$0.00
1435 - RETURN ITEM	100400	5	$1.0000	$5.00	$121,666.67
1441 - RETURN FAX COPY	100415	5	$2.0000	$10.00	$243,333.33
1450 - RETURN ITEM REDEPOSIT	100402	19	$4.0000	$76.00	$1,849,333.33
Subtotal				$447.99	$10,901,090.00
DISBURSEMENT SERVICES					
2285 - CHECK / DEBIT POSTED	010100	3,479	$0.0200	$69.58	$1,693,113.33
2320 - STOP PAYMENT - MANUAL	150420	23	$15.0000	$345.00	$8,395,000.00
2338 - STOP PAYMENT AUTOMATIC RENEWAL	150510	1	$4.0000	$4.00	$97,333.33
2360 - DELUXE 3RD PARTY PRINT SVCS	150810	1	$201.0300	$201.03	$4,891,730.00
3306 - PAPER CHECK RETURN	159999	3,011	$0.0000	$0.00	$0.00
3307 - PAPER CHECK RETURN MAINTENANCE	159999	1	$0.0000	$0.00	$0.00
3377 - IMAGE TRANSMISSION PER ITEM	150714	3,320	$0.0300	$99.60	$2,423,600.00
3378 - IMAGE TRANSMISSION PER TRANS	150711	1	$100.0000	$100.00	$2,433,333.33
6618 - PWS CHECK INQUIRY MAINTENANCE	999999	0	$0.0000	$0.00	$0.00
6621 - PWS IMAGING MAINTENANCE	151350	0	$0.0000	$0.00	$0.00
6639 - STOP PAYMENT - ELECTRONIC	999999	0	$5.0000	$0.00	$0.00
6645 - IMAGE RETRIEVAL PER RETRIEVE	151352	0	$3.0000	$0.00	$0.00
6646 - PWS IMAGE RETRIEVAL >91DAY	151352	0	$5.0000	$0.00	$0.00
Subtotal				$819.21	$19,934,110.00
FUNDS TRANSFER SERVICES					
5883 - FED TRANSFER FEE	350531	0	$0.0000	$0.00	$0.00
5886 - BOOK CREDIT	350320	0	$2.0000	$0.00	$0.00
5887 - FED CREDIT S/T	350300	2	$2.0000	$4.00	$97,333.33
5928 - MAIL CREDIT ADVICE	350412	1	$1.0000	$1.00	$24,333.33
Subtotal				$5.00	$121,666.67
INTERNATIONAL SERVICES					
3941 - DEPOSITED CHECK - CANADIAN	609999	1	$5.0000	$5.00	$121,666.67
Subtotal				$5.00	$121,666.67
INVESTMENT SERVICES					
7849 - INVESTMENT SWEEP - MAINT	450020	1	$100.0000	$100.00	$2,433,333.33
Subtotal				$100.00	$2,433,333.33
JPMORGAN ACCESS					
6067 - ACCOUNT MAINT - 45 DAY HISTORY	400699	11	$8.0000	$88.00	$2,141,333.33
6075 - ACCESS ACCOUNT TRANSFER MAINT	400699	0	$0.0000	$0.00	$0.00
6079 - TRANSACTION REPORTED	400699	4,194	$0.0500	$209.70	$5,102,700.00
6090 - JPMORGAN ACCESS CLIENT MAINT	400699	9	$0.0000	$0.00	$0.00
7357 - JPM ACCESS MONTHLY MAINT	400699	2	$25.0000	$50.00	$1,216,666.67
Subtotal				$347.70	$8,460,700.00
OTHER CHARGES AND CREDITS					
8809 - RESEARCH ADJUSTMENT CREDIT	999999	1	$0.0000	$0.00	$0.00
8810 - RESEARCH ADJUSTMENT DEBIT	999999	1	$0.0000	$0.00	$0.00
Subtotal				$0.00	$10,233,383.33
RECONCILIATION SERVICES					
3386 - IMAGE CAPTURE PER ITEM	151351	3,479	$0.0300	$104.37	$2,539,670.00
Subtotal				$104.37	$2,539,670.00
Total Charge for Services				**$2,606.71**	**$73,663,326.67**

* Volumes and Balances on this proforma are estimated. Actual volumes and balances may be different, which will result in different charges than are specified above.

** Denotes Service is a one-time charge and will not appear on customer statement on a monthly basis.

JPMorganChase

Price Proposal to the

Gila County

COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE

Service	Service Code	Unit Price
ACCOUNT SERVICES		
ACCOUNT MAINTENANCE	1005	$5.0000
CASH CONCENTRATION MAINTMASTER	7856	$35.0000
CASH CONCENTRATION MAINT SUB	7857	$25.0000
STATEMENT PHOTOCOPY	1025	$20.0000
PRINTED STATEMENT	1014	$0.0000
STATEMENT CYCLES ENHANCED	1015	$3.7500
ADDITIONAL ADDRESS DDA STATEMENT	1018	$20.0000
DDA IMAGE STATEMENTS	1019	$0.0000
ARP PAID ITEM RETURN CREDIT	1304	$0.0000
ACCOUNT ANALYSIS INTERNET STATEMENTS (RECOMMENDED)	7633	$0.0000
PAPER CHECK RETURN	3306	$0.0000
PAPER CHECK RETURN MAINTENANCE	3307	$0.0000
CREDIT POSTED ELECTRONIC	7634	$0.2000
DEBIT POSTED ELECTRONIC	7635	$0.2000
ACCT STATEMENT W/FLOAT PAPER	7636	$0.0000
FDIC FEE (RATE BASED)	0035	PASS THROUGH
LARGE DOLLAR CHECK REVIEW	1073	$0.0000
POST NO CHECKS MAINTENANCE	3499	$3.0000
DAILY OVERDRAFT OCCURRENCE FEE	105	$0.0000
OVERDRAFT NSF ITEM RETURNED	2315	$38.0000
OVERDRAFT NSF ITEM PAID	2316	$0.0000
NEGATIVE COLLECTED BALANCE (RATE BASED)	0002	PASS THROUGH
COURIER SERVICES		PASS THROUGH
MISCELLANEOUS SERVICES	1100	Custom Fee
SPECIAL HANDLING	4596	Custom Fee
AUDIT CONFIRMATIONS	1076	25.0000
BANKING CENTER SERVICES		
BRANCH CREDITS POSTED	1306	$1.0000
BRANCH DEPOSIT IMMEDIATE VERIF	1314	$0.0026
BRANCH DEPOSIT POST VERIF	1327	$0.0015
BRANCH COIN DEP PAR OR MIX BAG	1316	$7.5000
BRANCH DEPOSIT IN NON STD BAG	1320	$2.0000
BRANCH DEPOSIT ADJUSTMENT	1332	$0.0000
BRANCH ORDER PROCESSED	1333	$2.5000
BRANCH ORDER COIN ROLL	1318	$0.0500
BRANCH ORDER CURRENCY STRAP	1319	$0.3500
VAULT SERVICES		
VAULT DEPOSIT	1310	$0.7500
VAULT DEPOSIT RECEIPT MAILERS	1461	$0.7500

COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE

Service	Service Code	Unit Price
VAULT DEPOSIT DOLLARS	1459	$0.6000
VAULT MAINTENANCE	1467	$0.0000
VAULT EMAIL NOTIFICATION	1468	$0.5000
VAULT DEPOSIT ROLLED COIN	1475	$0.2000
VAULT DEPOSIT STD STRAP NOTES	1482	$0.0060
VAULT DEP NON STD STRAP NOTES	1486	$0.0250
VAULT DEPOSIT IN NON STD BAG	1493	$1.0000
VAULT DEP PARTIAL OR MIXED BAG	1506	$7.5000
VAULT DEPOSIT STD COIN BAG	1525	$2.0000
VAULT ENVELOPE DEPOSIT VERIF	1535	$0.8500
VAULT ACTIVITY REPORT MAILED	1540	$50.0000
VAULT ACTIVITY REPORT FAXED	1545	$25.0000
VAULT DEPOSIT ADJUSTMENT	1617	$5.0000
VAULT DEPOSIT ADJUSTMENT NOTIF	1618	$5.0000
VAULT ORDER COIN ROLLS	1476	$0.1000
VAULT ORDER COIN ROLLS-BOX	1477	$0.0500
VAULT ORDER COIN BAG LOOSE	1479	$1.2500
VAULT STANDARD ORDERS	1495	$5.0000
VAULT ORDER CURRENCY STD STRAP	1497	$0.3500
VAULT EXPEDITED SPECIAL ORDERS	1498	$25.0000
VAULT ORDER NON STANDARD STRAP	1499	$0.0250
VAULT ORDER SUPPLIES	1573	PASS THROUGH
VAULT ORDER ATM FIT STRAPS	1619	$1.0000
VAULT ARMORED TRANSPORTATION	1460	PASS THROUGH
DEPOSITORY SERVICES		
DEP CHECKS ON US	501	$0.0800
DEP CHECKS TRANSIT	513	$0.1000
DEP CHECKS ENCODING	702	$0.0000
DEPOSIT CORRECTION	704	$0.0000
CREDITS POSTED	1305	$0.2500
DEP CHECKS ON-US NRLB West	765	$0.0300
DEP CHECKS CLEARINGHOUSE NRLB WEST	766	$0.0400
DEP CHECKS IN DISTRICT NRLB WEST	767	$0.0500
DEP CHECKS OTHER FED NRLB WEST	768	$0.0600
TRANSMISSION OF RETURNS DATA	1429	$175.0000
DATA KEYING RETURN ITEM	1433	$0.6000
RETURN ITEM	1435	$1.0000
RCK ACH REDEPOSIT	1436	$3.0000
DEP RETURN MAKER NAME	1455	$0.6000
DEP RETURN MULTIPLE LOCATIONS	1437	$0.6000
DEP RETURN ALTERNATE ADDRESS	1438	$0.5000
RETURN EXPEDITED DELIVERY	1439	$1.0000

COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE

Service	Service Code	Unit Price
DEP RETURN PHONE NOTIFICATION	1440	$11.0000
RETURN FAX COPY	1441	$2.0000
RETURN DETAIL REPORTING	1448	$0.5000
RETURN DUPLICATE CK COPY	1444	$2.0000
RETURN DUPLICATE ADVICE	1445	$2.0000
RETURN IMAGE	1446	$1.0000
RETURN DETAIL REPORTING	1448	$0.5000
RETURN SINGLE ITEM ADVICE	1449	$2.0000
RETURN ITEM REDEPOSIT	1450	$4.0000
RETURN EMAIL NOTIFICATION	1452	$1.0000
RETURN MAKER NAME	1455	$0.6000
REQUALIFICATION OF RETURN ITEM	1457	$6.0000
RETAIL REGIONAL LOCKBOX		
RLB MAINTENANCE	1815	$400.0000
RLB RETAIL ITEM	1822	$0.2200
RLB CORRESPONDENCE	1833	$0.3000
RLB MULTIPLES	1839	$0.2800
RLB CHECK COPY	1865	$0.2500
RLB COURIER DEPOSIT	1866	$10.0000
RLB UNPROCESSABLE ITEMS	1874	$0.3500
RLB FILE TRANSMISSION	1907	$150.0000
RLB DEPOSIT REPORTING FAX	1912	$100.0000
RLB COURIER MAIL PREP	1877	$25.0000
RLB POSTAGE	1892	$0.2900
RLB IMAGE CAPTURE MAINTENANCE	1933	$30.0000
RLB CHECK IMAGE CAPTURE	1934	$0.0300
RLB DOCUMENT IMAGE CAPTURE	1935	$0.0300
RLB IMAGE ARCHIVE MAINTENANCE	1936	$30.0000
RLB IMAGE STORAGE FIRST MONTH	1937	$0.0300
RLB IMAGE STORAGE ADDL MONTH	1938	$0.0050
RLB IMAGE SAME DAY ACCESS	1940	$0.0300
RRLB LONG TERM CK STORAGE	1975	$0.0300
RRLB LONG TERM DOC STORAGE	1976	$0.0600
RRLB RETURN ITEM MAINTENANCE	1982	$15.0000
RLB IMAGE TRANSMISSION MAINT	1997	$30.0000
RLB IMAGE TRANSMISSION RECORD	1998	$0.0300
RRLB CONSOL RECVBLE MO MAINT	4581	$25.0000
RLB CREDIT CARD PAYMENT MAINT	1824	$75.0000
RLB SPECIAL HANDLING	1841	$0.3000
RLB ADDITIONAL REPORTS	1843	$100.0000
RLB KEYED DOCUMENT PAYMENT	1846	$0.2500
RLB ADDITIONAL SORT	1849	$0.1500

COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE

Service	Service Code	Unit Price
RLB CREDIT CARD AUTHORIZATION	1851	$0.9000
RLB STOP FILE REJECT	1858	$0.2000
RLB STOP FILE	1859	$200.0000
RLB SPECIAL PROCESSING	1861	$100.0000
RLB CASH PROCESSING	2058	$10.0000

COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE

Service	Service Code	Unit Price
WHOLESALE REGIONAL LOCKBOX		
WLB SETUP	1800	$0.0000
WLB LOCKBOX MAINTENANCE	1801	$125.0000
CUSTOM PROGRAMMING PER HOUR	N/A	$250.0000
WLB CORRESPONDENCE	1832	$0.3000
WLB SPECIAL PROCESSING	1840	$50.0000
WLB UNPROCESSABLE ITEM	1873	$0.3500
WLB COURIER MAIL PREP	1876	$25.0000
WLB INCOMING COURIER PACKAGE	1884	$10.0000
WLB FILE TRANSMISSION	1931	$150.0000
WLB WHOLESALE ITEM	1941	$0.3500
WLB WHOLESALE ITEM W/COPY	1942	$0.5500
WLB POSTAGE	1951	$0.2900
WLB DATA CAPTURE NUMERIC	1954	$0.0100
WLB SPECIAL PROCESSING ITEMS	1963	$0.1500
WLB SPECIAL SORTING	1967	$0.1200
WLB CASH PROCESSING	2057	$10.0000
WLB DOCUMENT IMAGE CAPTURE	2062	$0.1500
WLB CHECK IMAGE CAPTURE	2061	$0.1000
WLB IMAGE ONLINE MAINTENANCE	2063	$30.0000
WLB IMAGE CAPTURE MAINTENANCE	2064	$30.0000
RWLB LONG TERM CHECK STORAGE	1973	$0.0300
RWLB LONG TERM DOCUMENT STORAGE	1974	$0.0600
WLB IMAGE TRANSMISSION MAINT	2000	$30.0000
WLB IMAGE TRANSMISSION RECORD	2001	$0.0300
WLB IMAGE STORAGE FIRST MONTH	2065	$0.0300
WLB IMAGE STORAGE ADDL MONTH	2066	$0.0050
WLB SAME DAY ACCESS	2067	$0.0300
WLB CREDIT CARD PAYMENT MAINT	1852	$75.0000
WLB CREDIT CARD AUTHORIZATION	1853	$0.9000
WLB ADDITIONAL COPIES	1864	$0.1500
WLB SPECIAL MAIL HANDLING	1957	$50.0000
WLB CHECK MICR CAPTURE	1904	$0.0200
WLB DATA CAPTURE NUMERIC	1954	$0.0100
WLB DATA CAPTURE ALPHANUMERIC	2052	$0.0120
IMAGE DEPOSIT DIRECT SERVICES		
CHECK IMAGE DEPOSITED	0541	$0.0800
IDD SOFTWARE MAINT	1139	$20.0000
IDD MONTHLY MAINT	0548	$20.0000
IDD PANINI SCANNER	1385	$986.0000

COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE

Service	Service Code	Unit Price
IMAGE CASH LETTER		
FILE TRANSMISSION VPN	0524	$150.0000
FILE TRANSMISSION FTP	0523	$150.0000
ON-US STANDARD	0520	$0.0250
ON-US PREMIUM	0746	$0.0500
IMAGE GROUP ONE	0519	$0.0350
IMAGE GROUP TWO	0526	$0.0250
IRD SELECT	0527	$0.0800
IRD PERIOD ONE	0521	$0.1000
IRD PERIOD TWO	0522	$0.1200
ON US PREMIUM	0746	$0.0500
IRD PERIOD THREE	0747	$0.2000
ICL DEPOSIT LATE	0748	$2.0000
IMAGE GROUP ONE - PERIOD TWO	0751	$0.0550
IMAGE GROUP ONE - PERIOD THREE	0752	$0.1200
ICL DEPOSIT STANDARD	0756	$1.5000
IMAGE QUALITY SUSPECT ITEMS	0757	$0.2500
NON-CONFORMING IMAGE ITEMS	0758	$0.0000
ICL DEPOSIT EARLY	0759	$1.0000
ACH ELIGIBILITY TESTING/FILTER	0760	$0.0030
IMAGE CASH LETTER with ACH		
DARC ITEM ORIGINATED	1132	$0.0900
DPC ELECTRONIC RESUBMIT	1147	$0.4000
DPC MAINTENANCE	1152	$20.0000
DPC ACH RETURN	1155	$0.5500
DISBURSEMENT SERVICES		
CHECKS/DEBITS POSTED	2285	$0.0200
CHECK CASHING NON-ACCOUNT HOLDER	1321	$6.0000
CONT DISB MAINTENANCE	2205	$150.0000
CONT DISB CHECKS PAID	2210	$0.1700
CONT DISB FUNDING TRANSFER	5234	$0.4000
PWS CHECK SERVICES	6618	$0.0000
STOP PAY - ELECTRONIC	6639	$5.0000
STOP PAY - MANUAL	2320	$15.0000
STOP PAYMENT AUTOMATIC RENEWAL	2338	$4.0000
PWS EXCEPTION NOTIFICATION ACCOUNT	6625	$10.0000
ISSUE INPUT UPLOAD	6644	$1.0000
PWS RECON REPORTS/STATEMENT MAINT	6620	$0.0000
PWS IMAGING MAINTENANCE	6621	$0.0000
PWS RPP EXCEPT REVIEW MAINT	6636	$30.0000

COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE

Service	Service Code	Unit Price
PWS REVERSE POSPAY EXCEPTIONS	6638	$0.2500
IMAGE RETENTION EXT PER ITEM	6640	$0.0400
IMAGE RETRIEVAL ITEM PER RETRIEVE	6645	$3.0000
PWS IMAGE RETRIEVAL >91DAY	6646	$5.0000
IMAGE TRANSMISSION PER ITEM	3377	$0.0300
IMAGE TRANSMISSION PER TRANSMISSION	3378	$100.0000
CHECK PHOTOCOPY RETRIEVAL (sent by Bank customer service)	1030	$15.0000
RECONCILIATION SERVICES		
PARTIAL RECON MAINTENANCE	3209	$40.0000
PARTIAL RECON ITEMS	3210	$0.0700
DEPOSIT RECON MAINTENANCE	3322	$60.0000
DEPOSIT RECON ITEMS	3325	$0.1000
FULL RECONCILEMENT - PER ITEM	3205	$0.0080
FULL RECONCILEMENT - MAINT	3207	$60.0000
DATA ENTRY - MANUAL	3294	$2.0000
POSITIVE PAY MAINTENANCE	3262	$0.0000
PAYEE NAME VERIFICATION	3228	$0.0300
REVERSE POSITIVE PAY MAINT	3264	$75.0000
ISSUE INPUT FILE WITH RECON	3271	$5.0000
ISSUE INPUT WITHOUT RECONCILIATION	3269	$1.0000
CHECK EXCEPTION RETURN	3272	$20.0000
ARP FAX FEES	3267	$1.0000
POSITIVE PAY NO RECON - MAINT	3268	$30.0000
INPUT FILE TRANSMITTAL REPORT	3290	$3.0000
EXCEPTION ITEMS	3263	$2.0000
ARP OUTPUT FILE	3291	$20.0000
IMAGE CAPTURE PER ITEM	3386	$0.0300
CD ROM MEDIA	3384	$50.0000
CD ROM MAINTENANCE	3385	$30.0000
CD ROM ADDITIONAL MEDIA	3387	$15.0000
ARP SHIPPING PREP FEE	3348	$25.0000
ADDITIONAL RECONCILIATION	3372	$25.0000
DUPLICATE REPORT	3373	$25.0000
ARP CUSTOM REPORT	3376	$25.0000
DAILY PAID RECONCILIATION	7713	$150.0000
FUNDS TRANSFER SERVICES		
ACCOUNT MAINTENANCE	N/A	$0.0000
ELECTRONIC BOOK DEBIT S/T	5822	$4.5000

COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE

Service	Service Code	Unit Price
ELECTRONIC BOOK DEBIT REPAIR	5823	$7.0000
ELECTRONIC FED DEBIT S/T	5824	$8.5000
ELECTRONIC FED DEBIT REPAIR	5825	$11.0000
ELECTRONIC CHIP DEBIT S/T	5826	$8.5000
ELECTRONIC CHIP DEBIT REPAIR	5827	$11.0000
ELECTRONIC CHECK DEBIT S/T	5828	$30.0000
ELECTRONIC CHECK DEBIT REPAIR	5829	$40.0000
ELECTRONIC DEBIT ACCT TRANSFER	5830	$5.0000
INTERNATIONAL ELECTRONIC DEBIT	5878	$30.0000
ELECTRONIC FX DEBIT	5836	$15.0000
PHONE FX DEBIT	5837	$35.0000
BANK INITIATED INTL DEBIT	6014	$100.0000
BANK INITIATED BOOK DEBIT	5841	$100.0000
BANK INITIATED FED DEBIT	5842	$25.0000
BANK INITIATED CHIP DEBIT	5843	$100.0000
PHONE OUTGOING NON REPETITIVE WIRE	5848	$35.0000
REPETITIVEINSTRUCTION STORAGE	5882	$0.0000
FED TRANSFER FEE	5883	$0.0000
CHIPS MESSAGE FEE	5884	$0.0000
BOOK CREDIT	5886	$3.0000
FED CREDIT S/T	5887	$4.0000
FED CREDIT REPAIR	5888	$9.5000
CHIPS CREDIT S/T	5889	$7.0000
CHIPS CREDIT REPAIR	5890	$9.5000
MAIL DEBIT ADVICE	5927	$2.5000
MAIL CREDIT ADVICE	5928	$1.0000
PHONE DEBIT ADVICE	5929	$10.0000
PHONE CREDIT ADVICE	5930	$10.0000
DIRECT DELIVERY WIRE NOTIFY 1-2	5933	$2.5000
DIRECT DELIVERY WIRE NOTIFY 3-4	5934	$3.5000
DIRECT DELIVERY WIRE NOTIFY 5-6	5935	$4.5000
ESERVE INVESTIGATION	5978	$0.0000
DOMESTIC OUTBOUND DEBIT	6374	$8.0000
ESERVE NOTIFICATION	5974	$0.0000
AUTOMATED CLEARING HOUSE		
ACH MAINTENANCE	2695	$10.0000
ACH CREDITS ORIGINATED	2700	$0.0400
ACH DEBITS ORIGINATED	2705	$0.0400
ACH IMPLEMENTATION-DIRECT SEND	2714	$1,000.0000
ACH DELETION	2710	$16.0000
ACH RETURN	2720	$3.2500
ACH RETURN NOTIFICATION VIA ONLINE REPORTING	2729	$1.0000

COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE

Service	Service Code	Unit Price
ACH NOC REPORTING VIA ONLINE REPORTING	2730	$1.0000
ACH TRANS FILTER MAINTENANCE	2237	$12.0000
ACH TRANS FILTER EXCEPTIONS	2238	$0.0000
ACH TRANS FILTER RETURN	2239	$5.0000
ACH REVERSALS	2735	$16.0000
ACH RETURN ITEM REDEPOSIT	2740	$3.5000
ACH FILE PROCESSING	2765	$5.0000
ACH ADDENDA RECORDS	2796	$0.0300
CREDIT ORIGINATED - JPM ACCESS	2742	$0.0600
DEBIT ORIGINATED - JPM ACCESS	2744	$0.0600
JPM ACCESS ACH MAINTENANCE	2746	$20.0000
ACH NOTIFICATION OF CHANGE (NOC)	2722	$1.6000
ACH EMAIL NOC	2809	$1.5000
ACH US MAIL NOC	2811	$8.0000
NOTIFICATION OF CHANGE - FAX	2812	$5.0000
ACH NOC TRANSMISSION REPORTING	2814	$1.7500
RETURN ITEM NOTIF - TRANSMISSION	2818	$1.7500
ACH RETURN U.S. MAIL NOTIFICATION	2820	$8.0000
RETURN ITEM NOTIF - FAX	2821	$5.0000
ACH RECEIVER SVCS-RETURN ITEM	5492	$12.0000
ACH RETURN FILES TRANSMITTED	2818	$1.7500
ACH MONTHLY RETURN ANALYSIS	7618	$10.0000
ACH DAILY TRANSMISSION JOURNAL	7619	$10.0000
ACH DAILY RETURNS JOURNAL	7620	$10.0000
ACH ESERVE - REVERSAL ITEM	7622	$5.0000
ACH CREDIT RECEIVED	2716	$0.0400
ACH DEBIT RECEIVED	2717	$0.0400
DEBIT BLOCK MAINTENANCE	2860	$12.0000
ACH ADA AUTHORIZED ID	2861	$0.5000
TPS TAX PAYMENT - FEDERAL	3175	$2.0000
TPS TAX PAYMENT - STATE	3186	$4.0000
TPS REPORT - MONTHLY	3181	$15.0000
TPS REPORT - QUARTERLY	3182	$15.0000
ACH RECEIVER SVCES - ONE TIME SETUP	5488	$1,000.0000
ACH RECEIVER SVCS-MAINTENANCE	5489	$50.0000
ACH RECEIVER SVCS-TRANSACTION	5490	$0.1000
ACH RECEIVER SVCS-REFORMAT	5491	$0.0500
ACH RECEIVER SVCS-ADDENDA	5493	$0.0200
ACH RECEIVER SVCS-DATA TRANSMISSION	2732	$10.0000
UPIC (ACH) MONTHLY MAINTENANCE	2847	$28.0000
UPIC (ACH) PER ITEM CHARGE	2845	$0.2500

COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE

Service	Service Code	Unit Price
ELECTRONIC DATA INTERCHANGE		
EC GATEWAY MONTHLY MAINT	7215	$100.0000
EC GATEWAY IMPLEMENTATION FEE	7220	AMOUNT
PAYSOURCE MTHLY MAINT (PER ID)	3608	$100.0000
PAYSOURCE IMPLEMENT SETUP FEE	3609	$4,500.0000
TRANSLATION FEE-PER 1000 CHAR	3620	$0.2000
PAYSOURCE TRANSACTION FEE	3622	$0.0500
FMS FILE TRANSMISSION	3630	$10.0000
EDI TRANSMISSION ITEMS	2647	$0.1500
EDI 822 ANALYSIS MODULE MAINT	1033	$35.0000
EDI 822 ANALYSIS ACCT MAINT	1034	$5.0000
EDI 828 ISSUE FILE ITEM	4228	$0.0100
EDI 821 PAID FILE ITEM	4229	$0.0100
EDI 821 FINANCIAL INFO RPTG	4428	$0.1700
EDI 821 EXCEPTION ITEM	4429	$1.0000
EDI 828 PAY / NO-PAY DECISION	4430	$1.0000
STOP PAYMENT	4431	$1.0000
R$ EDI FAX REPORT	2661	$2.5000
P$ EMAIL ADVISING	4207	$2.5000
R$ EDI Reporting Summary Report	2629	$2.0000
R$ EDI Reporting Detail Report	2631	$2.0000
R$ EDI RCVNG MONTHLY MAINT	2642	$50.0000
R$ FILE PROCESSING	4211	$10.0000
R$ EDI RPTG 820 DOWNLOAD MAINT	4213	$20.0000
ENHANCED REC SVCS MTHLY MAINT	3614	$50.0000
CTX/ACH/LBX/WIRE TRANS RECV	3636	$0.2000
DATA EXCHANGE		
INCOMING DATA EXCHANGE ACCOUNT	3728	$5.0000
OUTGOING DATA EXCHANGE ITEM	3730	$0.2500
OUTGOING DATA EXCHANGE ACCOUNT	3731	$100.0000
INFORMATION SERVICES		
ACCT MAINT FEE (45 DAY HIST)	6067	$8.0000
ACCT MAINT FEE (90 DAY HIST)	6068	$35.0000
INFO SVCS TRANS. LOADED	6079	$0.0500
JPM ACCESS MONTHLY MAINT	6090	$0.0000
JPMORGAN ACCESS SPECIAL REPORT FEE	6099	$35.0000
JPMORGAN ACCESS CLIENT MAINT FEE	7357	$25.0000
JPMORGAN ACCESS SUBSCRIP FEE	6087	$5.0000
ACCESS ACCOUNT TRANSFER ITEM	6075	$0.0000
BAI2 FILE IMPLEMENTATION FEE	3645	$1,000.0000

JPMorganChase

Price Proposal to the

Gila County

COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE

Service	Service Code	Unit Price
FILE TRANSMISSION-IRIS	3653	$5.0000
FILE TRANS EXCESSIVE SIZE	3654	$5.0000
DT CURRENT DAY MONTHLY FEE	6080	$150.0000
DT PER ACCOUNT CHARGE	6085	$75.0000
DT PER CHECK ITEM CHARGE	6093	$0.1500
DT PRIOR DAY EXTENDED DETAIL	6094	$0.1500
DT PRIOR DAY TRANSACTIONS	6095	$0.1500
CHASE COMMERCIAL ONLINE		
CCO STANDARD MONTHLY SERVICE	6750	$25.0000
CCO PREMIUM MONTHLY SERVICE	6751	$50.0000
CCO QUICK DEPOSIT MAINTENANCE FEE	6767	$125.0000
CCO QUICK DEPOSIT ITEM FEE	6768	$0.1500
CCO ADDTL SCANNER MAINT FEE	6765	$20.0000
CCO ADDTL SCANNER FEE	6766	$600.0000
AUTOMATED INVESTMENT SERVICES		
END OF DAY REPURCHASE AGREEMENTS	7849	$100.0000
INTERNATIONAL SERVICES		
FOREIGN CHECK DEPOSIT (CAD)	3941	$5.0000
FOREIGN CHECK RETURNED (CAD)	3947	$20.0000

Please note that depending on volumes and processing options, all fees could be further customized and possibly reduced further.

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:** Yavapai County Treasurer
   Contact: Ross D. Jacobs
   Phone: 928-442-5170
   Address: 1015 Fair Street, Prescott, AZ 86305
   Job Description: County Treasurer

2. **Company:** Santa Cruz County
   Contact: Caesar Ramirez
   Phone: 520-375-4967
   Address: 2150 North Congress Dr., Ste 104, Nogales, AZ 85621
   Job Description: County Treasurer

3. **Company:** Cochise County Treasurer
   Contact: Marsha Bonham
   Phone: 520-432-8408
   Address: 4 Ledge Ave, 3rd Floor, Bisbee, AZ 85603
   Job Description: County Treasurer

JPMorgan Chase Bank
Name of Business

Signature of Authorized Representative

Senior Banker
Title

AFFIDAVIT BY OFFEROR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF: Maricopa)

George W. McManus
(Name of Individual)
being first duly sworn, deposes and says:

That he is Senior Banker
(Title)

of JPMorgan Chase Bank NA and
(Name of Business)

That he is bidding on **Gila County BID NO. 011312-1 PRIMARY BANKING SERVICE, GILA COUNTY** and,

That neither he nor anyone associated with the said

JPMorgan Chase Bank NA
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project. All statements contained herein are made to the best knowledge of the undersigned.

JPMorgan Chase Bank NA
Name of Business

By

Senior Banker
Title

Subscribed and sworn to before me this 2nd **day of** May, **20** 12.

Teresa McGregor
Notary Public

TERESA McGREGOR
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
July 4, 2013

My Commission expires:
July 4, 2013

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

George W. McManus
Printed Name

Senior Banker
Title

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:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
QUALIFICATION & CERTIFICATION FORM	X
PRICE SHEET	X
REFERENCE LIST	X
NO COLLUSION IN BIDDING	X
LEGAL ARIZONA WORKERS ACT COMPLIANCE	X
CHECKLIST & ADDENDA ACKNOWLEDGMENT	X
OFFER PAGE	X
BACKGROUND AUTHORIZATION	X

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this 3rd day of May, 2012

JPMorgan Chase Bank NA
Offeror:

By:

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: Request for Sealed Proposals No. 011312-1 Primary Banking Service. All proposals shall be filed with Gila County Procurement at 1400 E. Ash St., Globe, AZ on or before May 3, 2012, by 3:00 PM.

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.

Pursuant to A.R.S. §35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List. **All certifications herein are made to the best knowledge of the undersigned.**

CONTRACT NUMBER: 011312-1 Primary Banking Service

Contractor Submitting Proposal:

JPMorgan Chase Bank NA
Company Name

201 N. Central Ave
Address

Phoenix AZ 85004
City State Zip

For clarification of this offer, contact:

Name: George W. McManus

Phone No.: 602-221-2179

Fax 602-221-1075

Email: george.w.mcmanus@jpmorgan.com

Signature of Authorized Person to Sign

George W. McManus
Printed Name

Senior Banker
Title

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

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Contractor ***JP Morgan Chase Bank*** is now bound to provide the materials or services listed in RFP No.: 011312-1 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. 011312-1***. 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 _____, 2012

_____

Tommie C. Martin, 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**