ADDENDUM #3 (DTD 08/05/10): Q&A ADDED ALONG WITH ATTACHMENTS 1-5 AND BANK OF AMERICA STATEMENT
ADDENDUM#2 (DTD 07/20/10): SEE CHANGES TO SCHEDULE OF EVENTS
ADDENDUM#1 (DTD 07/16/10): SEE MANDATORY PRE-BID INFORMATION

NOTICE OF SOLICITATION

SERIAL 10016-ITN

INVITATION TO NEGOTIATE:

BANK SERVICING AGREEMENT

July 15, 2010

Dear Interested Parties:

Maricopa County is accepting proposals from Respondents who are interested in providing banking services to Maricopa County.

Maricopa County is the largest county in Arizona, the second largest government in the state, and is one of the fastest growing counties in the nation. Geographically, at 9,226 square miles, the County is the 14th largest county in the United States, larger than seven states. With over 2.9 million residents, it is the fourth most populous county in the nation and home to more people than seventeen states and the District of Columbia.

This Invitation to Negotiate (ITN) will define the general requirements and basic banking services being sought by the County, as well as the proposal procedures, evaluation and award criteria, and other factors pertinent to this ITN. Any resultant contract will have a five-year term.

We invite Respondents to submit a proposal to us by **2:00 P.M**., Arizona Time, on **Friday, August 13, 2010** for consideration. Proposals received after that time and date may not be considered, at the County's sole discretion.

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON JULY 28, 2010, 9:00 A.M., (AZ TIME) AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., PHOENIX, AZ 85003.
****VENDORS ATTENDING THIS PRE-BID ARE ALLOWED TO PARK IN THE SPACES RESERVED FOR MATERIALS MANAGEMENT (MARKED MMD RESERVED).**

Background Information

The Maricopa County Board of Deposits (Supervisors) and the Treasurer of Maricopa County ("Treasurer") are Requesting Proposals from qualified banks located in Maricopa County to perform the duties of a servicing bank, which duties are outlined in this document.

As required by the Arizona Revised Statutes (A.R.S.), only those corporations authorized to engage in the banking business, as set forth in A.R.S. § 6-201, are eligible to be considered for this award. Such eligibility will be based on having a minimum total capital structure of $10 million and having resources of at least $100 million. The bank must be in a sound financial position. The selected servicing bank will meet the requirements of A.R.S. § 35-325(A), (B), and (C).

VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THEIR BID

_____

Signature: **Date:**

Schedule of Events

1.	Issue ITN:	July 13, 2010
2.	Hold pre-solicitation conference:	~~July20,2010~~ **July28 ,2010 9:00AM AZTime**
3.	**Pre Solicitation questions due:**	**July 29, 2010**
4.	Publish answers to pre-solicitation questions (Addendum)	~~July 27, 2010~~ ~~July 29, 2010~~ **August 5, 2010**
5.	Open solicitations:	August 13, 2010
6.	Conduct initial review of solicitations:	August 14, 2010
7.	Conduct initial Evaluation Committee meeting:	August 16, 2010
8.	Complete subsequent Evaluation Committee meeting(s) (Number of meetings depends on complexity of procurement):	August 30, 2010
9.	Complete Respondent presentations: (Optional)	September 9, 2010
10.	Complete subsequent Evaluation Committee meeting(s):	September 23, 2010
11.	Present proposed contract to successful Respondent:	September 29, 2010
12.	Receive signed contract from successful Respondent:	October 13, 2010
13.	Materials Management or Board of Supervisors contract approval:	November 3, 2010

Proposal Components

Respondents should submit a proposal (not to exceed 200 pages) with the following information. .

- General background information on the Respondent's firm, including a list of current clients;
- Identification of personnel that would be involved in any resultant contract;
- A detailed outline of how the Respondent would conduct the scope of work;
- References;
- Any other information deemed relevant or important for the County to consider.

(Respondents must provide at least three (3) reference accounts to whom they have provided these banking services. Included must be the name of the government or company, summary of survey conducted, including population size, etc., individual to contact, phone number, street address and e-mail address. Preference in awarding a contract may be given to the Respondent furnishing government accounts similar in size to Maricopa County.)

Proposals should show all information necessary in order for the County to determine each Respondent's qualifications and ability to provide these banking services being sought

All administrative information concerning this ITN can be located at http://www.maricopa.gov/materials. Any addenda to this ITN will be posted on the Maricopa County Materials Management web site under the solicitation serial number.

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this ITN must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

NOTE: Maricopa County publishes its solicitations online and they are available for viewing and/or downloading at the following internet address: http://www.maricopa.gov/materials/advbd/advbd.asp.

Evaluation of Proposals – Selection Factors

A Proposal Evaluation Committee shall be appointed, chaired by the Materials Management Department, to evaluate and score the Proposals based on the criteria listed below. All proposals will be evaluated for compatibility with the County's goals and objectives. The pricing proposals shall be reviewed in conjunction with the experience of the Respondent in working with similar programs. Additional information may be requested from any or all of the Respondents during the evaluation process. The County reserves the right to reject any or all proposals. Selection of any Respondent is solely at the discretion of the County. At the County's option, Respondents may be invited to make presentations to the Evaluation Committee. The County will conduct negotiations with the highest rated Respondents. The following criteria are listed in descending order of importance.

- Core banking services which include:
  Warrant processing, credit lines, online banking tools, float, technology, lockbox, start-up and support services
- Additional banking services which include:
  Safekeeping, payroll / ETF payments, armored car services, separate billing, Bloomberg
- Banking services proposed, approach, methodology of providing services and qualifications.
- Cost of banking services.

Your response to this ITN indicates your agreement to these conditions.

Submission Guidelines

Proposals must consist of one original hard copy plus one electronic copy (CD) of your proposal in Word. Proposals are due no later than 2:00 PM, Arizona Time on August 13, 2010.

Maricopa County Materials Management
320 West Lincoln Street
Phoenix, Arizona 85382
ATTN: Jim Higgins

Any questions or explanations concerning this letter must be submitted via e-mail to Jim Higgins at 602-506-3314 jhiggins@mail.maricopa.gov. Only those questions received in writing will receive a response. Respondents to this ITN and their agents may only contact the Issuing Officer, Jim Higgins Materials Management Department during this process. If Respondents contact any other employee of the County, including Proposals Evaluation Committee members regarding this ITN before the final contract has been awarded by the Maricopa County Board of Supervisors, the Respondent's proposal may be disqualified from further consideration at the County's sole discretion.

Sincerely

_____

Procurement Officer

Attachments & Exhibits

Attachment A, Pricing
Attachment B, Agreement
Attachment C, Bank References
Attachment D, Scope of Banking Services

Exhibit 1, Vendor registration and Small business program
Exhibit 2, Letter of Transmittal
Exhibit 3, Warrant Transmitting
Exhibit 4, Warrant Samples
Exhibit 5, Non-Encoded Warrant Sample
Exhibit 6, Remittance Sample

Exhibit 7, Secured Scan-line Format Sample
Exhibit 8, COBOL Record Layout
Exhibit 9, Computer Environment
Exhibit 10, Current Programming for High Speed Warrant Processing
Exhibit 11, Contract Pursuant to ITN
Exhibit 12, Definitions of Core & Additional Banking Services

ATTACHMENT A

PRICING

SERIAL 10016-ITN
PRICING SHEET: NIGP 94625
BIDDER NAME: _____
VENDOR #: _____
BIDDER ADDRESS: _____
P.O. ADDRESS: _____
BIDDER PHONE #: _____
BIDDER FAX #: _____
COMPANY WEB SITE: _____
COMPANY CONTACT (REP): _____
E-MAIL ADDRESS (REP): _____

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: _____ YES _____ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: _____YES _____ NO

ALL PRICING SHALL BE SUBMITTED ON **CD** FORMATTED IN EXCEL **2007.**

BIDDERS MUST INCLUDE THEIR BANK SPECIFIC TERMINOLOGY IF DIFFERENT THAN ITEMS LISTED BELOW.

ADDITIONAL CHARGES THAT APPEAR AS A RESULT OF USING A PARTICULAR SERVICE MUST ALSO BE LISTED.
THE TREASURERS OFFICE WILL NOT BE RESPONSIBLE FOR ANY ITEMS NOT LISTED ON THIS BID SHEET.
NEW SERVICES MAY BE NEGOTIATED UPON REQUEST OF THE TREASURER.

PRICING:

ITEMS	BIDDERS DESCRIPTION NAME "ROSETTA STONE"	AVERAGE MONTHLY # UNITS	UNIT PRICE	ANNUAL PRICE (MONTH X 12)
1.0 Banking Related Services				
COLL OVERDRAFT INTEREST CHARGE		0		
FDIC ASSESSMENT		86,781,963		
1.1 Depository Services				
ACCOUNT MAINTENANCE		101		
BANKING CENTER DEPOSIT		454		
QBD/NIGHT DROP DEPOSIT		200		
VAULT DEPOSIT		3,957		
ITEM PROCESSING DEPOSIT		41		
DEBITS POSTED-OTHER		45		
DEPOSIT CORRECTION-NON-CASH		25		
GENERAL CHECKS PAID TRUNCATED		9,473		
GENERAL CHECKS PAID-NOT TRUNCATED		514		
DIRECT DDA STMT PER ACCT		95		
WLBX LOCKBOX DEPOSIT		37		
DIRECT DEPOSIT STOP PAY INQUIRY		1		

ATTACHMENT A

PRICING

DIRECT DEPOSIT PAID ITEM INQUIRY		0		
ZBA MASTER ACCOUNT MAINT		1		
ZBA SUBSIDIRARY ACCOUNT MAINT		1		
RDI EMAIL IMAGE DELIVERY		4		
RETURNS-CHARGEBACK		236		
RETURNS-RECLEAR		255		
RETURNS-RECAP/TRIP ADV		3		
RETURNS-NOTIFICATIONS FAX		19		
RETURNS NOTIFICATION PHOTOCOPY		43		
RETURNS NOTIFCATION FAX FEE		2		
RETURNS NOTIFICATION PHOTOCOPY FEE		2		
CHECKS DEPOSITED		1,933		
CKS DEP ON US		10,667		
CKS DEP LOCAL CLEARINGS		31,648		
CKS DEP OTHER IN DIST		22,892		
CKS DEP ALL OTHER		38,684		
ENCODING SURCHARGE		95,203		
CKS DEPOSITED FOREIGN ITEMS		280		
CKS DEP REJECTS		20		
CKS DEP REJECTS >.8%		5		
CARRIER DOC FEE		0		
STOP PAY AUTOMATED<= 12 MONTHS		138		
STOP PAY AUTOMATED> 12 MONTHS		16		
OD ITEMS PAID-RETURNED		0		
DEBITS POSTED-ELECTRONIC		690		
CREDITS POSTED-ELECTRONIC		3,142		
STOP PAY MANUAL <=12 MONTHS		1		
ICL TRANSMISSION DEPOSIT		62		
IRD DEPOSITED ITEMS		2,758		
IMAGE DEPOSITED ITEMS		74,717		
ICL TESTING AND SET-UP		0		
TRANSMISSION MAINTENANCE		2		
FACIMILE TRANSMISSION		2		
DIRECT ACCOUNT TRANSFER		267		
GCS-STOP PAYMENT FEE		0		

1.2 Commercial Deps-Cash Vault				
CURR/COIN DEP/$-QBD-ND		3,144		
CURR/COIN DEP/$BKG CTR		6,289		
CURR/COIN DEP/$-VLT		40,541		
COIN DEPOSIT-NON STD BAG-VLT		39		
CURRENCY SUPP/$100-NONSTD-VLT		1,575		
DEPOSIT CORRECTION-CASH		35		
COIN DEPOSIT-STD BAG-VLT		12		
COIN SUPPLIED/ROLL-VLT		291		
COIN ORDER VAULT		18		
DEP CORRECTION PHONE CALL		0		
CHANGE ORDER VAULT		21		
CHANGE ORDER BKG CTR		3		
CURRENCY SUPP/$100-STD-VLT		20		
CURRENCY SUPP/$100-BKG CTR		7		
1.3 General ACH Services				
ACH OPTIONAL REPORTS-FAX		2		
ACH BLOCKS AUTH INSTRUCTIONS		3		
ACH BLOCKS AUTH INSTRUCTIONS		8		
ACH BLOCKS AUTH MAINTENANCE		6		
ACH LV ON-US ITEMS(E)		52		
ACH LV OFF-US ITEMS(E)		54		
ACH INPUT -PC/DIRECT (W)		0		
ACH MONTHLY MAINTENANCE(W)		2		
ACH MONTHLY MAINTENANCE(W)		46		
ACH LV-MONTHLY MAINTENANCE		39		
ACH INPUT-TRANSMISSION(W)		37		
CONSUMER ON US CREDITS(W)		1,072		
CONSUMER ON US CREDITS(W)		15,513		
CONSUMER OFF US CREDITS(W)		4,485		
CONSUMER OFF US CREDITS(W)		67,210		
ACH RETURN ITEM		79		
ACH NOTIF OF CHANGE (NOC)		37		
ACH DELETE/REVERSAL(W)		93		
CORPORATE ON US CREDITS (W)		0		
CORPORATE ON US DEBITS(W)		427		
CORPORATE OFF US DEBITS(W)		1,972		
ACH ORIGINATED ADDENDA(W)		23,399		
ACH STANDARD REPORTS-FAX		77		
ACH STANDARD RPTS-ELECTRONIC		7		
ACH CREDIT RECEIVED ITEM(E)		2,333		
ACH DEBIT RECEIVED ITEM(E)		541		
1.4 Wire Transfer				
DIRECT WIRE MAINTENANCE FEE		6		
ELEC WIRE OUT-DOMESTIC		70		
ELEC WIRE OUT-BOOK DB		10		
INCOMING DOMESTIC WIRE		119		
WIRE ADVICE-MAIL		180		
BOOK CREDIT		8		
1.5 Account Reconciliation				
FULL RECON INPUT FILE-TRANS		44		
ARP FULL MAINT-PAPER RPTS		3		
ARP PARTIAL MAINT-PAPER RPTS		3		
ARP ONLINE STMT LONG TERM		4		
ARP ONLINE STMT SHORT TERM		2		
ELECTRONIC PPAY MAINT		25		
FULL PPAY ACCOUNT		3		
FULL PPAY ITEM		6,547		
PARTIAL PPAY ACCOUNT		3		
PARTIAL PPAY PER ITEM		2,529		
REVERSE POSITIVE PAY MAINT		2		
POSITIVE PAY INPUT ITEM-TRANS		483		
FULL RECON INPUT ITEM TRANS		8,022		
FULL RECON OUTPUT FILE TRANS		22		
PARTIAL RECON OUTPUT ITEM TRAN		1,682		
PARTIAL RECON OUTPUT FILE -TRAN		21		
PARTIAL RECON OUTPUT ITEM-RPT		814		

1.6 Information Services

GCS TRANSACTION HISTORY		1		
NETWORK MAINTENANCE		91,493		
DIRECT PREVIOUS DAY MAX ITEM		9		
DIRECT PREVIOUS DAY MAINT		8		
DIRECT CURRENT DAY MAINT		99		
DIRECT PER ACCOUNT		94,045		
DIRECT CURRENT DAY STD ITEM		9,340		
DIRECT PREVIOUS DAY EXT ITEM		1		
DIRECT FILE DELIVERY MO MAINT				

1.7 Payable Thru Drafts

PTD PER ITEM		82,282		

1.8 EDI Services

PAYMODE CON MTHLY LICENSE FEE		1		
PAYMODE CON TRANSACTION FEE		4,732		
DIRECT EDI REPORT PER ACCT		1		
PAYMENT NETWORK MONTHLY ACCESS		1		
RCVG REMIT ADV-ONLINE TRANS		5		
RECEIVING-ADVISING-ONLINE		1		

1.9 Image

CD ROM MAINTENANCE		5		
CD ROM PER IMAGE		7,902		
CD ROM DISC		4		
IMAGE TRANSMISSION MTH MAINT		1		
BULK IMAGE TRANS PER ITEM		84,819		
IMAGE RETRIEVAL BA DIRECT		1,846		

1.10 Investment Portfolio Charges

BOOK-ENTRY SECURITY TRANSACTION		56		
" SECURITY CALLED TRANSACTION		20		
" SAFEKEEPING HOLDINGS		125		
PORTFOLIO MARKET PRICING		125		
BLOOMBERG TERMINAL/SOFTWARE		1		

1.11 Special Handling Charges

HIGH SPEED WARRANTS PROCESSED		96,000		
LOW SPEED WARRANTS PROCESSED		1,100		
TREASURER CHECKS PROCESSED		1,750		
STOPPED WARRANTS		200		
STOPPED TREASURER'S CHECKS		5		
WARRANT IMAGES (FRONT & BACK)-HIGH SPEED		96,000		
WARRANT IMAGE MAINTENANCE		1		
WARRANT IMAGE CD ROM		6		
WARRANT IMAGE (FRONT AND BACK) LOW SPEED		1,100		
TREASURERS CHECK IMAGES (FRONT AND BACK)		1,750		

1.12 Retail Lockbox Charges

	ITEMS / ANNUAL VOLUME	PER ITEM COST	ANNUAL COST
PROPERTY TAX PAYMENTS			
July 1 - August 31	12,166		$ -
September 1 - November 15	803,869		$ -
November 16 - March 31	378,902		$ -
April 1 - June 30	223,415		$ -
IMAGING			
Annual # (Front & Back)	1,420,000		$ -
EDIT REJECTS			
Annual #			$ -
ELECTRONIC TRANSMISSIONS			
Annual #	1 / day		
TERMINAL USAGE			
Monthly fee			$
TITLE CHECKS			
Annual #(special handling/terminal lookup	100,000		$ -
TOTAL COST			$ -

1.13 WHOLESALE LOCKBOX CHARGES

	ITEMS / ANNUAL VOLUME	PER ITEM COST	ANNUAL COST
Daily Delivery/Transmission fee			$ -
Monthly maintenance fee	3 accounts		
Regular Volume with photo copy	180,000		$ -
Correspondence	60,000		$ -
Data capture/Numeric	1,200,000		$ -
TOTAL COST			

1.14 ARMORED CAR SERVICE

LOCATIONS	LIABILITY OF COVERAGE MAXIMUM	RATE PER MONTH
Clerk Of The Court:		
201 West Jefferson Phoenix, Arizona	$250,000.00	$
3131 West Durango Phoenix, Arizona	$50,000.00	$
125 West Washington Phoenix, Arizona	$50,000.00	$
1830 South Lewis Drive Phoenix, Arizona	$50,000.00	$
1810 South Lewis Drive Phoenix, Arizona	$200,000.00	$
3345 W Durango Phoenix, Arizona	$50,000.00	$
222 East Javalina Phoenix, Arizona	$50,000.00	$
County Treasurer: 301 West Jefferson	$100,000.00 yearly average / $225,000.00 coin & currency during high seasons. $75,000.00 yearly average / $ 150,000.00 Max. check reconstruction during high seasons.	$
Justice Courts:		
2051 West Warner Chandler, Arizona	$10,000.00	$
4811 East Julep #128 Mesa, Arizona	$10,000.00	$
4109 North 12th Street Phoenix, Arizona	$10,000.00	$
One West Madison Phoenix, Arizona	$10,000.00	$
6830 North 57th Drive Glendale, Arizona	$10,000.00	$
4622 West Indian School Road Phoenix, Arizona	$10,000.00	$
10255 North 32nd Street Phoenix, Arizona	$10,000.00	$
11601 North 19th Avenue Phoenix, Arizona	$10,000.00	$

PRICING

7420 West Cactus Road Peoria, Arizona	$10,000.00	$ _____
One West Madison Phoenix, Arizona	$10,000.00	$ _____
1837 South Mesa Drive Mesa, Arizona	$10,000.00	$ _____
1845 East Broadway Tempe, Arizona	$10,000.00	$ _____
9550 West Van Buren Tolleson, Arizona	$10,000.00	$ _____
122 North Country Club Mesa, Arizona	$10,000.00	$ _____
527 West McDowell Road Phoenix, Arizona	$10,000.00	$ _____
3629 Civic Center Scottsdale, Arizona	$10,000.00	$ _____
217 East Olympic Drive Phoenix, Arizona	$10,000.00	$ _____
5222 W Glendale Ave	$10,000.00	$ _____
Superior Court:		
111 South Third Avenue Phoenix, Arizona, Third Floor	$20,000.00	$ _____
3101 East Shea Phoenix, Arizona	$16,000.00	$ _____
723 West Dobbins Phoenix, Arizona	$15,000.00	$ _____
700 East Jefferson Phoenix, Arizona	$11,000.00	$ _____
4520 North Central Avenue Phoenix, Arizona	$16,000.00	$ _____
6655 West Glendale Glendale, Arizona	$34,000.00	$ _____
3200 North Hayden #165 Scottsdale, Arizona	$4,500.00	$ _____
245 N Centennial Way 2nd Fl Mesa, Arizona	$27,000.00	$ _____
Library District:		
17811 North 32nd Street	$25,000.00	$ _____

1.15 LOAN CHARGES

ITEMS		CALCULATIONS
Overdrafts		
Registered Warrant Percentage Qualified Unqualified		
Revolving Credit Line ($35MM Municipal Line)		
Warrant Float Monthly Average $30,000,000.00		
Earnings Credit		
Reserve Requirement		
Signing Bonus Amount	$ _____	

ATTACHMENT B

AGREEMENT

The Respondents hereby certify that they have read, understand and agree that acceptance by Maricopa County of the Contractor's offer by the issuance of a Purchase Order or Contract will create a binding Contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS AGREEMENT THE SUBMITTING FIRMS CERTIFIES THAT THEY HAVE REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS LOCATED AT http://www.maricopa.gov/materials. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)
_____ Minority Business Enterprise (MBE)
_____ Small Business Enterprise (SBE)

FIRM SUBMITTING PROPOSAL	FEDERAL TAX ID NUMBER
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
ADDRESS	TELEPHONE FAX #
CITY STATE ZIP	DATE
WEB SITE: _____	EMAIL ADDRESS: _____

MARICOPA COUNTY, ARIZONA

BY: _____ DIRECTOR, MATERIALS MANAGEMENT	DATE
BY: _____ CHAIRMAN, BOARD OF SUPERVISORS	DATE

ATTESTED:

CLERK OF THE BOARD	DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY	DATE

ATTACHMENT C

RESPONDENT REFERENCES

RESPONDENT SUBMITTING BID: _____

1. COMPANY NAME: _____

   ADDRESS: _____

   CONTACT PERSON: _____

   TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____

   ADDRESS: _____

   CONTACT PERSON: _____

   TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____

   ADDRESS: _____

   CONTACT PERSON: _____

   TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____

   ADDRESS: _____

   CONTACT PERSON: _____

   TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____

   ADDRESS: _____

   CONTACT PERSON: _____

   TELEPHONE: _____ E-MAIL ADDRESS: _____

ATTACHMENT D

INVITATION TO NEGOTIATE: **BANK SERVICING AGREEMENT**

1.0 INTENT:

The Maricopa County Board of Deposits (Supervisors) and the Treasurer of Maricopa County ("Treasurer") are requesting proposals from qualified banks located in Maricopa County to perform the duties of a servicing bank ("Bank"). Those duties are outlined in this document.

As required by the Arizona Revised Statutes (A.R.S.), only those corporations authorized to engage in the banking business, as set forth in A.R.S. § 6-201, are eligible to be considered for this award. Such eligibility is based on having a minimum total capital structure of $10 million and having resources of at least $100 million. The bank must be in a sound financial position. The selected bank will meet the requirements of A.R.S. § 35-325(A), (B), and (C).

2.0 SCOPE OF BANKING SERVICES

2.1 The Treasurer will deposit cash and checks with the bank on a daily basis. The deposits represent tax payments or revenues to the County and/or any of its political subdivisions. Additionally, the Treasurer will deposit large United States Treasury, State of Arizona, or taxpayer checks with the bank immediately upon receipt to expedite the use of the funds the next day. This may result in more than one deposit per day. The Treasurer may deposit large dollar checks with special handling procedures to assure these are "collected funds" as expeditiously as possible. The Treasurer also receives large payments electronically that require special attention for processing.

2.1.1 General volume information regarding the Treasurer's account is as follows:

2.1.2 Amount of Annual Deposits: Approx. $10 Billion

2.1.3 Number of Annual Warrants Processed: Approx. 1.3 MM

2.2 Costs to the County for banking services are subject to the requirements of Arizona Revised Statutes. In the event that the contract differs from the applicable statutes, the statutes shall prevail.

2.3 WARRANTS PROCESSING

2.3.1 The County uses two types of warrants: "encoded" and "non-encoded". Regular, or "encoded warrants," are computer produced, colored and micro-encoded in magnetic ink. There are currently nine classifications of regular warrants:

Classification	Warrant Use
1	School Payroll
2	County Payroll
3	County Expense
4	School Expense
5	Hospital Expense
6	Jury/Assessor Expenses
7	School Payroll (20 Independent school districts)
8	School Expense (20 Independent school districts)
9	Health Care District

2.3.2 "Non-encoded warrants" are not currently electronically processed by the Treasurer and are issued by several governmental entities, such as special improvement districts, volunteer fire districts, etc.

2.3.3 The bank will provide special messenger service upon request at no additional cost.

2.3.4 **Encoded Warrant Processing**

Encoded warrants are sorted and imaged by the bank, in sequence, by type, year and warrant number. They are physically delivered or electronically transmitted, at the option of the Treasurer, by 10:00 a.m. each day to the Treasurer as follows:

2.3.4.1 The bank will provide a daily transmittal list, showing warrant number and each warrant amount that shall accompany the warrants. Major totals will be shown controlling the two (2), high order positions of warrant number and a grand total. The last page of the warrant transmittal listing will contain the total warrant count and amount by type, and the grand total count and dollar amount.

2.3.4.2 The bank will provide daily transmission, showing detail of the warrants submitted for Encoded Classifications 1-9. The transmission must meet the technical specifications necessary to be read by the Treasurer's data processing equipment. The Treasurer will transmit data electronically to the bank showing warrants that must be registered by 11:00 a.m. for the previous day's warrants. See EXHIBIT 3 for details on electronic transmission.

2.3.4.3 The warrants, transmittal listing and images, if utilized, must be delivered to the Treasurer in identical warrant number sequence. (Warrant Classifications 1-9)

2.3.4.4 The daily warrant activity (warrant clearing) currently consists of Type 1 through Type 9 county warrants. The bank's daily warrant activity printout also shall be provided with the warrants.

2.3.4.5 The warrants are charged against a single clearing account. The Treasurer pays the bank with checks or by EFT each day for the total warrants processed, less any registered warrants and adjustments. The bank then deposits the remittance in the proper clearing account in order to zero out the account each day.

2.3.4.6 The bank must have the capability to image the encoded warrants and provide a solution for the image to be read and stored on the Treasurer's system. (See EXHIBIT 4 for examples of warrants)

2.3.5 **Non-Encoded Warrant Processing**

2.3.5.1 Non-encoded warrants are transmitted to the Treasurer through a bank transmittal, Bank Trust Receipt, or Trust Billing, and are noted as "non-encoded warrants." These are <u>not</u> to be included in the daily-encoded warrant activity transmission or warrant listing. In addition, non-encoded warrants are <u>not</u> included in the daily warrant clearing activity.

2.3.5.2 Non-encoded warrants shall be delivered to the Treasurer daily, separated from the encoded transactions. Non-encoded warrants should be presented to the Treasurer at the same time encoded warrants are presented.

2.3.5.3 A copy of any corrections will be returned to the bank with the warrant payment.

2.3.5.4 The Treasurer for record retention purposes will retain the original copy of the transmittals.

2.3.5.5 Warrants processed by the bank shall be paid against a clearing account that is credited with the Treasurer's payment on the following day.

2.3.6 **The Process of Paying Warrants**

2.3.6.1 The bank shall pay for all warrants on the date the warrants are presented to the bank, which must clear at a Phoenix area branch. On the next morning, the bank shall transmit the warrant information to the Treasurer. The Treasurer will pay all of the warrants the day they are received. The Treasurer will compare the warrant information as received from the bank to the detailed information received from the department/school district that issued the warrant. Any discrepancies will be promptly researched. Registered warrants will be identified when the warrants are processed on the Treasurer's system. The following day the registered warrants and any discrepancies will be adjusted from the current day's warrant payment to the bank.

2.3.6.2 The current policy is that all warrants are submitted to the Treasurer for original payment. If a warrant is "registered," only a computer-generated report is submitted to the bank for processing. The actual warrants are not resubmitted to the bank as collateral for the registered borrowings.

2.3.6.3 The Treasurer will not pay any warrant until the actual warrant is presented to the Treasurer. In lieu of presentment of a physical warrant, the bank may present an electronic image of the warrant with approval of the Treasurer. The bank shall retain the warrant image for not less than four years. If the image submitted to the Treasurer in lieu of the original is not legible, a readable copy must be provided at no additional cost.

2.3.7 **The Distinction Between Encoded (High Speed) and Non-Encoded (Low Speed) Warrants.**

Encoded warrant information is submitted to the Treasurer by electronic transmission and in turn, the Treasurer will process and return the payment and registered information by the same medium. No other analysis or other charge shall be assessed for this transmission. The non-encoded (low speed) warrant file should be submitted to the Treasurer electronically and the warrant images are reviewed individually via the online banking service. In lieu of this manual review procedure, the treasurer desires a PDF or image file of the warrants submitted with the data file for review. The Treasurer will pay the bank upon the receipt of approved warrant documentation. The low speed warrants are reserved for only the accounts that issue very few warrants on a daily basis. (See EXHIBIT 5 for examples of non-encoded warrants)

2.3.8 **"Registered" Warrants**

Warrants are presented to the Treasurer by the bank daily. The Treasurer will then process the warrants and will determine which of the schools do not have sufficient monies in their funds to cover the warrants paid. . The individual registered warrant information (i.e., warrant number, amount, name, date, school district, fund, etc.) is available to be transmitted electronically to the bank. . The Treasurer will deduct this registered amount from the subsequent day's warrant payment. . The bank in turn will

purchase the registered warrants and record the borrowed amount for each district and fund based on the information provided by the electronic transmission. The bank may elect to return the registered warrant to the holder in due course. The bank must notify the Treasurer if warrants are returned to the party of original issue. (See Exhibit 10 for a more detailed explanation of the registered warrant process).

As monies are received for each School District, the Treasurer will calculate the amount available to pay registered warrants. The warrants are called in order by date and number that they are registered. Each warrant is paid with the respective interest calculated at the qualified rate. The bank will calculate the additional interest if the unqualified rate should apply.

2.3.9 **Use of Credit Line In Lieu of "Registered" Warrants.**

The "Registered" warrant process (as explained above) is the current operating program of the Maricopa County Treasurer's Office. Currently, the bank has elected to ignore the registered warrant process and record all borrowing as credit line borrowings. The warrant summary information (see attached Exhibit 3) is transmitted daily without the related warrant details. The interest calculation is based on the registered warrant calculation of the Treasurer.

The intent of the Treasurer's office is to update the warrant operating system to account for credit line borrowings when resources are available to make such change. Upon completion of the programming, the Treasurer may require the bank to establish and utilize a line of credit, pursuant to A.R.S. § 11-604.01(A), the amount of which will be agreed to between the Treasurer and the bank, to pay any warrants for which sufficient funds do not contemporaneously exist to cover the amount of the warrant. The amount used to cover these warrants will be treated as an advance against the line of credit, and will be recorded as a borrowed amount for each district.

The use of the line of credit under this paragraph will be accomplished and recorded electronically. Such information will be transmitted to the Treasurer in a format determined by the Treasurer.

Due to a lack of complete synchronicity between the bank's Information Technology system and that of the Treasurer, minor discrepancies may occur from time to time in the computation of interest. To the extent that a discrepancy arises, the calculation by the Treasurer's Office shall prevail.

If the limits of the line of credit referenced herein are exceeded or otherwise not met under A.R.S. § 11-635, a registered warrant shall be the basis of borrowing for school districts and other special districts. The bank will have the option to purchase the warrants as an investment or return the warrants as outlined in the section above.

2.3.10 **BANKING ACCOUNTS**

The Treasurer currently administers numerous separate accounts, in addition to the servicing bank account. The collected balances on all depository accounts will be included in the monthly collected balance for our servicing account. All collected balances will be applied to our earnings credit. This earnings credit shall be cumulative, month-to-month, over the course of the contract.

Maricopa County currently utilizes compensating balances to pay for the majority of its services. Please indicate in your RFP how earnings credits are calculated. If hard dollar charges are issued in any application, those charges must be identified.

2.3.11 **Overdrafts**

Warrant clearing accounts (see section 2.3.6.1) will have an anticipated negative balance as a result of the one business day delay on the bank accepting the warrant and the Treasurer reimbursing the bank. Compensation for that day delay will be accomplished by two or more methods at the discretion of the Treasurer's Office. One of those methods is to utilize the warrant compensation account and the other is that a defined interest rate will be charged. No other fees, offsets, calculations or charges will be imposed on these negative balances. In the event an overdraft should occur, the bank shall charge no more than the current effective Federal Funds rate in effect on the date of the overdraft.

2.3.12 **Stop Payments**

The Treasurer and the Clerk of the Superior Court currently input stop payment directly into the bank's system via electronic data processing interface. This insures the bank and the County of rapidly getting stop payments into the system.

2.3.13 **Bank Balance Information**

2.3.13.1 The bank must provide an electronic balance transaction reporting system, accessible by a secure online connection, which shall include access to all of the Treasurer's account information residing at the bank.

2.3.13.2 Bank balances shall be available by 5:00 a.m. of each business day via the electronic data system.

2.3.13.3 The Treasurer shall have the ability to transfer funds between all of its accounts electronically.

2.3.13.4 The bank shall provide online access to account information including balance reports, with debit and credit totals, and account statements with descriptions of the items on such statements.

2.3.14 **Monthly Statements**

A monthly statement shall be prepared by calendar month and will be required to be submitted to the Treasurer by the 5th of the following month for all County accounts other than the daily statement of the bank account. The Treasurer shall inform the bank of the accounts for which the Treasurer desires a monthly statement. The Treasurer shall also identify the data to be included on the monthly statement.

3.0 AUTOMATED CLEARING HOUSE ("ACH")

The County requires that the successful Proposer provide an assigned, responsible officer and back up officer to handle the County's transactions and act as liaison to various county agencies utilizing the services of the bank. The successful Proposer will also ensure that a certified ACH professional with the "AAP" designation will be available for planning and implementation of electronic debit and credit transactions.

4.0 BUSINESS ACTIVITY SERVICES

The bank shall also provide the following services:

4.1 A daily messenger service, as needed, but not to exceed three (3) times per day. The messenger service will pick up and deliver special deposits, warrants, securities, documents, daily statements, or other designated items at the Treasurer's Office.

4.2 Cashier's checks, drafts, domestic and foreign payment orders upon request.

4.3 Research and resolution of discrepancies to the benefit of both parties. Respond to inquiries that concern the servicing account in a timely manner.

4.4 Coordinate the ordering and printing of all encoded warrants and any non-encoded warrants if so determined by the Treasurer, the cost of which shall be applied against any earnings credit.

4.5 Replace damaged, lost, or temporarily misplaced items such as documents, cash items and/or data processing magnetic tapes.

4.6 Upon request of the Treasurer, micro encode each deposit slip with a numerically sequenced number and electronically transmit the account number, deposit number, and amount to the Treasurer.

4.7 Accept property tax payments at each of its branch offices located in Maricopa County and issue receipts for such payments to the taxpayers. The bank shall credit these payments on a daily basis and transmit a record of such payments, electronically, in a format to be approved by the Treasurer. Please indicate if there are any additional charges for this service.

4.8 The Treasurer also accepts customer property tax payments initiated through financial institutions online bill payment systems. Currently, the Treasurer only accepts payments that originate as an ACH transaction. The current bank intercepts those payments and presents them to the treasurer with a record of the name and address of the taxpayer along with the associated tax parcel number and payment amount. The bank submits this information daily along with a lump sum deposit. Please indicate how your institution would facilitate and report these payments.

4.9 The bank shall contract with Bloomberg LP to provide "Bloomberg Professional Service" with the terminal to be located in the Treasurer's Office. Costs for such service shall be charged to "monthly account analysis" as a soft dollar charge.

4.10 The Treasurer's office continues to receive more and more electronic payments from various entities. Please provide a detailed explanation of the information available and support available to better identify the nature of these deposits. Please indicate if there are any additional charges for this service.

5.0 MINIMIZING "FLOAT"

The Treasurer desires to minimize the time deposited items are held by the bank before posting to the appropriate Treasurer's account. This is especially significant with deposits of large out-of-state checks. Accordingly, the Treasurer requires that the bank describe the steps and procedures it will take to minimize this time, otherwise known as the "float." Additionally, describe the length of any "float" period. At a minimum, the following guidelines will apply:

5.1 For deposits of items drawn on the bank, wire transfers, ACH deposits, cash, and coin deposits, funds shall be available on the same day.

5.2 For all other deposits, funds will be available based upon the most expedient Federal Reserve availability schedule. The Proposer must demonstrate why a certain schedule is more suitable to the Treasurer's operations than another schedule. The Proposer must define the terminology it uses and identify the specific factors that would cause a deposit to be classified as a deposit having same-day availability or one-day availability of funds, etc.

6.0 CURRENCY REQUIREMENTS

The bank will be required to provide currency in amounts ranging from $100,000 to $500,000 between approximately six (6) to ten (10) times monthly. The denominations will be specified at the time of the request. The bank will be given twenty-four (24) hours notice whenever possible. The Treasurer will work closely with the security department at the bank to outline precise procedures.

7.0 COLLATERAL REQUIREMENTS

The bank shall provide approximately $135 Million in collateral on a daily basis to cover deposits. Twice per year, for the weeks before and after November 1 and the weeks before and after May 1, the aggregate total of bank collateral required at each date for the County will be as much as $300 million.

This collateral may be required with same day notification. (The Treasurer will attempt to give the bank its best estimate the day prior). Collateral must be pledged or confirmed prior to the daily delivery of deposits. Additional securities required to guarantee deposits shall be deposited immediately when the percent of market to deposits is less than 101%. (Refer to A.R.S. 35-323). Collateral for deposits must be held by the Federal Reserve Bank in the name of the Treasurer and meet all current FIRREA requirements. This includes a signed authorization from the bank's Board of Directors stating the approval and knowledge of collateral requirements, and transmittals for the County.

The County reserves the right to review all pledged collateral, and approve the substitution of any item.

8.0 WIRE TRANSACTIONS

8.1 The bank shall provide online and optional voice (telephone), access for all outgoing wire transfers.

8.2 The bank shall provide repetitive wire transfer capability for all online and voice transfers.

8.3 The bank shall provide detailed online reporting of outgoing and incoming wire transfers, including, but not limited to: the originator, the name and ABA number of the sending or receiving bank, the amount, the beneficiary name and account number and any additional instructions.

8.4 Internal bank and Federal reference number must be provided upon completion of outgoing wires.

8.5 Incoming wires must be posted and available to view on the wire transfer online system immediately upon receipt by the bank.

8.6 Controls and dollar limits must be mutually agreed upon between the bank and the Treasurer.

8.7 The bank shall identify, by name, telephone number and e-mail address, the person responsible for researching any wire transfers.

8.8 A contingency plan must be established between the Treasurer and the bank to address any connectivity issue that may arise.

9.0 SHORT TERM FINANCING REQUIREMENTS

9.1 $35 Million Municipal Line of Credit required.

9.2 Currently, the municipal line of credit is used as collateral for an $8 million letter of credit with the Industrial Commission of Arizona. To date, no claims or other borrowing has occurred on the letter or line of credit. It is not anticipated that Maricopa County will utilize any of the line of

credit, during the period of the contract. However, the County would like to have the availability, should the need arise. If this requires a commitment fee, please include the amount in your proposal.

10.0 DIRECT DEPOSIT PAYROLL PROGRAM

10.1 The bank shall accept direct deposit for the County's payroll system.

10.2 For those County employees who do not maintain a direct deposit account, the bank shall issue and accept a payroll debit card.

11.0 ARMORED CAR SERVICE

The Treasurer requires armored car service to the Treasurer's Office in the County Administration Building during the contract period. All fees for such service shall be approved and agreed to by the Treasurer prior to being implemented. The bank will contract for the armored car services and pass the charge to Maricopa County as a soft dollar charge.

11.1 Other County agencies or departments may also request armored car service at various locations to be determined. Maricopa County reserves the right to obtain these services in the open market in the event that these services are more feasibly obtained through a separate vendor contract.

12.0 TECHNOLOGICAL REQUIREMENTS

12.1 The bank's technology must be compatible with the Treasurer's electronic data processing equipment and software. The bank must have the ability to exchange information directly with the Treasurer's information technology systems. Information to be exchanged includes, but is not limited to, warrants, deposits, account balances and other detailed information for investments and recordkeeping.

12.2 At the rate technology is growing and changing, Maricopa County has to be able to respond in kind. The County is looking to revolutionize its communications systems with the public. The County must keep pace with private industry. It appears that in the near future the automated teller industry will be making radical changes in the area of bill payment via corresponding bank relationships or the Arizona Clearing House. The County needs to be able to piggyback on to any services such as this, which will better enhance our ability to serve the citizens of Maricopa County. If at any time during the course of the contract, the bank incorporates new technology that will enhance the capability of Maricopa County to serve the taxpayer, Maricopa County reserves the right to negotiate pricing of the service for the remainder of the contract period. If at any time during the life of the contract, the successful Proposer is unable to provide the County with advancements in technology that are available, Maricopa County reserves the right to obtain this technology elsewhere.

12.3 In no event shall the bank diminish or unilaterally discontinue technological services it undertakes to provide, either at the inception of the contract for banking services, or at any time throughout the contract, without providing for replacement services that are equal to, or greater than, in the sole opinion of the Treasurer, those being provided prior to such change.

12.4 IMAGING AT THE TREASURER'S OFFICE

The Treasurer desires to capture images of payment items, along with supporting documentation, i.e. payment stubs, envelopes and correspondence, as received in the Treasurer's office. As part of this image capture process, the Treasurer would like to obtain other data in order to produce a point of purchase entry (POP). If your bank will provide the equipment necessary to capture these images, please describe the equipment in detail along with any extra charge that may be imposed for the use of the equipment. If your bank does not provide such equipment, please

describe if it can be leased or purchased through soft dollar earnings credits, and if so, identify the vendor and types of equipment. Additionally, provide an estimate of the amount of the soft dollar earnings credits necessary for such acquisition.

12.5 LOCKBOX SERVICES

12.5.1 A significant percentage of the Treasurer's property tax collections are remitted through lockbox processing. The Treasurer's payment documents have been developed with a scanable/readable OCR information scan line that complies with industry standards for retail lock box processing. See EXHIBIT 6 for example of remittance document, and EXHIBIT 7 for explanation of scan line. A COBOL record layout is also provided in EXHIBIT 8 for purposes of electronic transmission.

12.5.2 Include all fees for the lockbox service with the RFP. A brief description of the physical location of the lock box service and the type of equipment the bank utilizes to process documents is required. The successful Proposer shall have their lockbox facility located within Maricopa County, and shall use those facilities to fulfill the terms of this contract.

12.5.3 The Treasurer currently receives images of all items processed through the existing lock box account. These images are provided in a format that allows the Treasurer to relate each payment transaction with the appropriate image of the check and supporting documents. These images are black/white in TIFF format with Group IV Fax Compression. The images must be provided to the Treasurer in a format readable by the Treasurer, allowing the images to be read and stored in the Treasurer's own imaging system.

12.5.4 It is acknowledged that processing errors can occur. Given that proper production edits are in place and understood by all parties; provide a definition of excess processing errors, both in retail and wholesale processing. If processing errors are in excess of the threshold established by the bank, and the bank is in error, what form of compensation will the bank give to Maricopa County, until correction of the errors have been achieved. The Treasurer also requires the lockbox to assign a responsible officer and a backup officer to this processing function.

12.5.5 The successful Proposer shall provide the Treasurer with a schedule of planned **lockbox** audits. The Bank must provide a copy of any and all audit(s) conducted during the period of the servicing contract regardless of whether lockbox services are conducted by the Proposer's lockbox facility or through a third party provider.

12.5.6 The successful Proposer shall provide the Treasurer with a detailed analysis on a monthly basis for work conducted through the lockbox operation regardless of **whether** lockbox services are conducted by the Proposer's lockbox facility or through a third party provider.

12.5.7 In an effort to maximize revenue, the Treasurer requests separate price estimates for both (a) mail sorting based on postmark date and (b) imaging of envelopes **processed** through the successful Proposer's lockbox operations. The Treasurer is also open to any suggestions the Proposer may have regarding maximizing revenue.

12.5.8 In addition, Animal Care and Control also utilize lockbox services. Other County agencies and or departments may also request lockbox services.

12.6 START-UP AND SUPPORT SERVICES

12.6.1 The Treasurer desires to take advantage of the latest technology and best practices in providing services to its customers. Moreover, depending upon the successful Proposer, system changes and / or upgrades may be necessary. In light of the foregoing, please

indicate what audit, review, technological and / or other assistance you can make available, if any, and the cost of same. Please also list any education/training assistance you can provide with respect to banking related issues.

12.7 SAFEKEEPING SERVICES

12.7.1 The Treasurer is requesting safekeeping and custody services for certain investments. These safekeeping and custody services may or may not be a part of the award in the sole discretion of the Treasurer. As such, a Proposer may opt not to include these safekeeping and custody services in its proposal. The scope of the safekeeping and custody services to be performed by the Proposer or custodian bank ("Custodian Bank") are as follows.

12.7.2 The Custodian Bank will be required to provide facilities for settlement of securities transactions through the Federal Reserve Bank. In the case of physical securities, the Custodian Bank shall make arrangements with a New York City Bank for the acceptance of such documents. The Custodian Bank is required to receive and deliver securities for the Maricopa County Treasurer as well as accept and make payments to designated parties in good funds. The Custodian Bank will provide a written receipt for all securities purchased which will include a complete description of the security and the cost of the security. All securities must be held in the name of Maricopa County Treasurer.

12.7.3 All transactions must be settled on payment vs. delivery
The Custodian Bank will accept and pay for all securities presented to the bank that have been purchased by the Treasurer only after verifying each transaction with the Treasurer.

12.7.4 The Custodian Bank will not pay or debit any of the Treasurer's accounts for such transactions until verification by the Treasurer is complete and the broker presents the security to the bank.

12.7.5 The Custodian Bank shall provide a daily net settlement report of all completed purchases, maturities, called or sold securities and settle the net dollar amount via wire transfer, direct account debit or otherwise as agreed upon.

12.7.6 The Custodian Bank shall provide a contact person who will be available during normal business hours who will oversee the Treasurer's safekeeping account and all transactions on a daily basis.

12.7.7 The Custodian Bank shall provide a report of all securities held on the last day of each month, which includes Issuer, CUSIP, PAR and original purchase price. This report may be provided electronically.

12.7.8 The Custodian Bank shall provide month-end market pricing of current securities, identified by CUSIP number, in a format that is electronically retrievable for use in the Treasurer's database.

12.7.9 The Custodian Bank shall provide a report of all corporate actions (calls) on callable securities held for the Treasurer upon receipt of such notification.

12.7.10 In the event the Custodian Bank has control of the Treasurer's funds due to failed trades, called securities or other discrepancies with the daily net settlement amount, the Custodian Bank shall pay interest on those funds based on the rate mutually agreed upon for each day the funds are held.

12.7.11 Please specify all fees that will be charged for all or any part of, the above transactions set forth above.

12.8 CLERK OF THE COURT SERVICES

The Clerk of the Court currently has six (6); direct deposit accounts (DDA's) and checking.

12.8.1 BENCHMARKS OF VOLUMES:

12.8.1.1 $130 Million Annual Cash Flow/Amount of Annual Deposits

12.8.1.2 $30 Million Pooled Investment

12.8.1.3 $17 Million Average Daily Escrow Fund Balance (DDA Policy Reserve)

12.8.1.4 $2 Million Average Daily Collected Balances (Court-ordered restitution)

12.8.1.5 480,000 Estimated Number of Annual Deposit Items

12.8.1.6 110,000 Estimated Number of Annual Checks Processed (disbursed)

12.8.2 BANK ACCOUNT MAINTENANCE

12.8.2.1 The Clerk requires an automated reconciliation program for one (1) high volume (i.e., and Criminal Financial Obligations) and two (2) low volume (i.e., Fees and Trust) accounts. The Clerk will provide daily activity, transmitted electronically, for these 3 accounts formatted to the requirements of the bank.

12.8.2.2 The Clerk will provide the bank with an electronic listing with any additions, deletions or corrections to the Banks online banking services.

12.8.2.3 The Clerk will also provide the bank with daily electronic listings of the disbursements of its three (3) accounts to be used in conjunction with the

12.8.2.4 Bank's Positive Pay program or a program similar that verifies the Clerk's issuance of a disbursement at the time of the pay out.

12.8.2.5 The bank shall provide an **ELECTRONIC** file monthly for each of the 2 low volume accounts and a daily electronic file for the (rfr) high volume account of all cleared (paid) checks, indicating check number, amount and date paid that can be uploaded in the Clerk of the Court automated system. The clerk's office should also be able to view daily the banks on line system each of its accounts as to what checks have cleared.

12.8.2.6 Monthly bank statements for accounts must be provided **ELECTRONICALLY** with documentation supporting all entries on the statements within five (5) banking days after calendar month end. The clerk should have daily access to the bank's online system to view the balances of all accounts and any other activity that may occur on the accounts. The clerk should have access to the bank's online system to transfer funds between the clerk's 6 accounts.

12.8.2.7 The bank must provide for the necessary printing of deposit slips for the Clerk's all accounts. Deposit slips shall be coded with unique location identifiers, which then shall appear on bank statements.

12.8.2.8 The bank shall have a strong customer service orientation making personnel available to answer questions pertaining to transactions, which require explanation, and to affect account opening/closing and transfers as required.

12.8.2.9 The bank shall establish a blanket authorized signature file which will cover all accounts opened at the contracted bank in the name of the Clerk of the Superior Court.

12.8.2.10 The bank shall provide, as selected by the Clerk of the Superior Court, blank check stock, 8½" X 11" MICR/OCR/security paper with multiple security features, check at perforated top portion, single sheet. This contribution is not to be charged back in hard dollars.

12.8.2.11 The servicing ban\k shall provide, as selected by the Clerk of the Superior Court, pre-printed, pre-numbered check stock, 8½" X 11" MICR/OCR/security paper with multiple security features, check at perforated top portion, single sheet for the two (2) low volume (i.e., Fees and Trust) accounts. This contribution is not to be charged back in hard dollars

12.8.2.12 The bank shall provide Micro Link services.

12.8.2.13 The Clerk's Office will not regularly accept foreign checks. However, the bank shall process all foreign checks with fees paid from soft dollars.

12.8.2.14 The bank shall provide a "primary" interest bearing account for the Clerk of the Superior Court Escrow account. This account will be used for individual court deposits that are ordered by the court to be held in an interest bearing account. The Clerk of the Superior Court will have the ability to add "groups" to this primary account and "sub-accounts" within the each group as necessary. Each deposit will have a unique identification number (generally the cause number) which shall appear in all bank statements.

12.8.3 **DEPOSIT SERVICES**

12.8.3.1 All deposits must be credited to the Clerk's ledger balance immediately upon receipt.

12.8.3.2 The Clerk will take appropriate steps to facilitate the quickest possible collection of deposits by the bank, such as multiple daily deposits when necessary, separation of large items into "special" deposit slips, and immediate notification to the bank of items deserving special handling.

12.8.4 **CURRENCY AND COIN SERVICES**

12.8.4.1 Services shall be provided for currency purchases, coin purchases, coin bags and wrappers, and locking bank bags. The bank must also accept unrolled coin for deposit. The Clerk anticipates making telephone calls from any of its eight (8) locations to the bank, requesting specific operating needs for that location by armored car delivery the following day.

12.8.5 **ACCEPT/RETURN**

12.8.5.1 The bank shall give credit for stopped, voided, and canceled issues; accept, return and give credit for forged issues whenever returned with a certification of forgery.

12.8.6 **ELECTRONIC SERVICES**

12.8.6.1 The bank shall provide electronic services that would include transference of funds between Clerk of Court accounts and between financial institutions.

12.8.6.2 The bank shall provide the Clerk's Office the online ability to review account activity, stop payments, view deposit and disbursement detail.

12.8.6.3 The bank shall provide the Clerk of Court the ability to obtain bank account statements for ninety (90) days.

12.8.7 **PROCESSING PROCEDURES**

Some services that the Clerk of the Court may require from the bank are:

12.8.7.1 Reading invoices with payments and the pay information loaded to an electronic listing that can be transmitted on line.

12.8.7.2 Sure-pay check services.

12.8.7.3 Providing the printing and mailing of restitution checks.

12.8.8 The following is a summary.

12.8.8.1 Billing court orders: For individuals paying by time payment (e.g., criminal financial obligations, fee deferrals, etc.), the Clerk's Office may invoice the debtor each month. The billed debtor may pay:

12.8.8.2 By mail, through a lock box or to a general address of the Office of the Court

12.8.8.3 By electronic funds transfer from his/her accounts

12.8.8.4 To any receipting office of the Clerk of the Court

12.8.8.5 Via use of telephone initiated transfer

12.8.8.6 Receipting funds from lock box: The Clerk's Office expects to have the bank scan the coupons through their lock box service. The coupons can be scanned due to a new OCR-A scan line proposed to be printed on the bill. The electronic information (data transmittal over a phone line) of scanned bills will be given to the Clerk's Office to update payment information.

12.8.8.7 Disbursing of monies to the payee: The methods of making disbursements to a payee would be through a check mailed to a payee or electronic funds transfer to the payee's account.

12.8.9 USAGE REPORT:

The bank shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

12.8.10 TAX:

No tax shall be levied against labor. It is the responsibility of the bank to determine any and all taxes and include the same in proposal price.

12.8.11 DELIVERY:

It shall be the bank's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the bank fails to make delivery and any price differential will be charged against the bank.

12.8.12 EVALUATION OF CRITERIA – SELECTION FACTORS:

A Proposal Analysis Committee shall be appointed, chaired by the Materials Management Department, to evaluate each Proposal and prepare a scoring of each Proposal to the responses as solicited in the original request. At the County's option, proposing firms may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). Proposals will be evaluated on the following criteria which are listed order of importance.

12.8.12.1 Core banking services

12.8.12.2 Additional banking services

12.8.12.3 Cost of services.

12.8.12.4 Signing Bonus (Payable to Maricopa County Materials Management)

EXHIBIT 1

VENDOR REGISTRATION
AND
SMALL BUSINESS PROGRAM INFORMATION

On-Line Registration is FREE and REQUIRED for all vendors.

Register On-line at www.maricopa.gov/materials

It is required that you select an appropriate commodity code(s) associated with your line of business.

Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

If you have any questions, email us at VendorReg@mail.maricopa.gov.

SMALL BUSINESS PROGRAM

(MC*BIZ*)

"It is Maricopa County's policy to provide small businesses the opportunity to participate in the County's solicitation process for consideration to fulfill the requirements for various commodities and services.

Maricopa County's small business program specifically targets procurements of $50,000 and less. However, Maricopa County encourages small business enterprises to submit responses to available solicitations for consideration.

Maricopa County's small business policy can be found on the Materials Management website at http://www.maricopa.gov/materials/help/sbe.asp."

EXHIBIT 2

SAMPLE TRANSMITTAL LETTER

(To be typed on the letterhead of Offeror)

Maricopa County
Materials Management Department
320 West Lincoln Street
Phoenix, Arizona 85003-2494

Re: 10016-ITN

To Whom It May Concern:

(NAME OF COMPANY) (Herein referred to as the "RESPONDENT"), hereby submits its response to your Request for Proposal dated _____, and agrees to perform as proposed in their proposal, if awarded the contract. The Respondent shall thereupon be contractually obligated to carry out its responsibilities respecting the banking services proposed.

Kindly advise this in writing on or before _____ if you should desire to accept this proposal.

Very truly yours,

_____
NAME (please print)

_____
SIGNATURE

_____
TITLE (please print)

EXHIBIT 3

COUNTY WARRANTS TRANSMITTING

The bank would be required to provide a web site for warrant data files. The site would provide the vehicle to authenticate, transfer, and receive files to/from the Treasurer's Office. All files would be transmitted in the HTTP format.

These data files in use are as follows:

1. Warrants Recon Data, daily list of warrants received from bank.
   Downloaded from the servicing bank each AM. Typical volume may be between three thousand and twelve thousand warrant records.
2. County Registered Warrants, daily list of warrants to register.
   Transmitted to the servicing bank nearly each day. May contain from zero to two or three thousand records.
3. Warrants Called Data, list of registered warrants to pay after a Warrant Call has been processed. Transmitted to the bank two to four times each month. May contain from 1 to five thousand records.

1. WARRANT RECON DATA

The fields and data layout of the bank warrant data is as follows:

DETAIL RECORDS: (84 byte record)

Start Position	Length	Value
1	1	1 = Detail record
2	35	not used, may be used for account number, etc.
37	9	Warrant Number
46	12	Warrant Amount, with 2 digit implied decimal pos zero filled, right justified
58	27	Not used at present

TOTAL RECORDS: (84 byte length)

Start Position	Length	Value
1	1	T = Total record
2	1	1 = type or district total 2 = Fund total 3 = Grand total (the only total required)
3	30	not used
33	6	record count, zero filled, right justified
39	6	not used
45	18	Total Amount, with 2 digit implied decimal pos zero filled, right justified
63	22	not used

2. COUNTY REGISTERED WARRANTS

The fields and data layout of the registered warrants is as follows:

A comma delimited file containing the summary by School District. See example below:

MARICOPA COUNTY TREASURER'S OFFICE
Registered Warrant (Borrowing) Summary for 03-MAY-2010

```
"REG DATE","DISTRICT #","DISTRICT NAME","BORROWED TOTAL","TRANS TYPE"
"05/03/2010","003","TEMPE ELEMENTARY",0000746755.94,"ADVANCE"
"05/03/2010","006","WASHINGTON ELEMENTARY",0000046481.12,"ADVANCE"
"05/03/2010","011","PEORIA UNIFIED SCHOOLS",0000236897.18,"ADVANCE"
"05/03/2010","040","GLENDALE ELEMENTARY",0000113584.48,"ADVANCE"
"05/03/2010","041","GILBERT UNIFIED SCHOOLS",0000173813.66,"ADVANCE"
"05/03/2010","060","HIGLEY ELEMENTARY",0000111508.33,"ADVANCE"
"05/03/2010","063","AGUILA ELEMENTARY",0000000096.00,"ADVANCE"
"05/03/2010","066","ROOSEVELT ELEMENTARY",0000274191.97,"ADVANCE"
"05/03/2010","069","PARADISE VALLEY UNIFIED SCHOOLS",0000033124.38,"ADVANCE"
"05/03/2010","080","CHANDLER UNIFIED SCHOOLS",0000415266.79,"ADVANCE"
"05/03/2010","092","PENDERGAST ELEMENTARY",0000025082.06,"ADVANCE"
"05/03/2010","097","DEER VALLEY UNIFIED",0001016428.31,"ADVANCE"
"05/03/2010","201","BUCKEYE UNION HIGH SCHOOL",0000008543.57,"ADVANCE"
```

3. WARRANTS CALLED DATA

The fields and data layout of the Called Warrants is as follows:

A comma delimited file containing the School District Number, and the principal/interest amounts that were paid as a result of the call. See example below:

MARICOPA COUNTY TREASURER'S OFFICE
Called Warrant Summary for 06-MAY-2010

```
"CALL DATE","DISTRICT #","DISTRICT NAME","PRINCIPAL TOTAL","INTEREST TOTAL"
"05/06/2010","003","TEMPE ELEMENTARY",0001734091.58,0000000360.42
"05/06/2010","006","WASHINGTON ELEMENTARY",0002847505.67,0000001277.19
"05/06/2010","011","PEORIA UNIFIED SCHOOLS",0010427855.67,0000004724.33
"05/06/2010","040","GLENDALE ELEMENTARY",0001574611.84,0000000451.48
"05/06/2010","041","GILBERT UNIFIED SCHOOLS",0011067648.80,0000007720.28
"05/06/2010","060","HIGLEY ELEMENTARY",0002456346.01,0000001380.60
"05/06/2010","063","AGUILA ELEMENTARY",0000131876.55,0000000201.87
"05/06/2010","066","ROOSEVELT ELEMENTARY",0003798516.42,0000002047.88
"05/06/2010","069","PARADISE VALLEY UNIFIED SCHOOLS",0007784495.50,0000004745.51
"05/06/2010","080","CHANDLER UNIFIED SCHOOLS",0003293030.75,0000000669.45
"05/06/2010","092","PENDERGAST ELEMENTARY",0004975689.92,0000004451.58
"05/06/2010","097","DEER VALLEY UNIFIED",0010269207.86,0000004391.34
"05/06/2010","201","BUCKEYE UNION HIGH SCHOOL",0001024624.92,0000000601.93
```

EXHIBIT 4

WARRANT SAMPLE

Bank of America Higher Standards

Bank of America Direct

SCHOOL PAYROLL WARRANT
TREASURER OF MARICOPA COUNTY
PHOENIX, ARIZONA Fund: 779

Bank of America
Phoenix, AZ

100102803

DATE	CONTROL NO.
5/5/2010	0000102803

WARRANT AMOUNT
$***3407.98***

VOID AFTER 365 DAYS

PAY ***3407 Dollars And 98 Cents***

TO THE ORDER OF
US DEPARTMENT OF EDUCATION - NATIONAL PAYMENT CENTER
PO BOX 105081
ATLANTA GA 303485081

Dr. Donald Conroy

AUTHORIZED SIGNATURE

⑈100102803⑈ ⑆061112788⑆ 003359804617⑈ /0000340798/

BANK OF AMERICA, AZ
1200068702

CR PAYEE ACCT
LACK END GTD 8A
BANK OF AMERICA

CB-0035 4
20100512
101-105081
4426908397

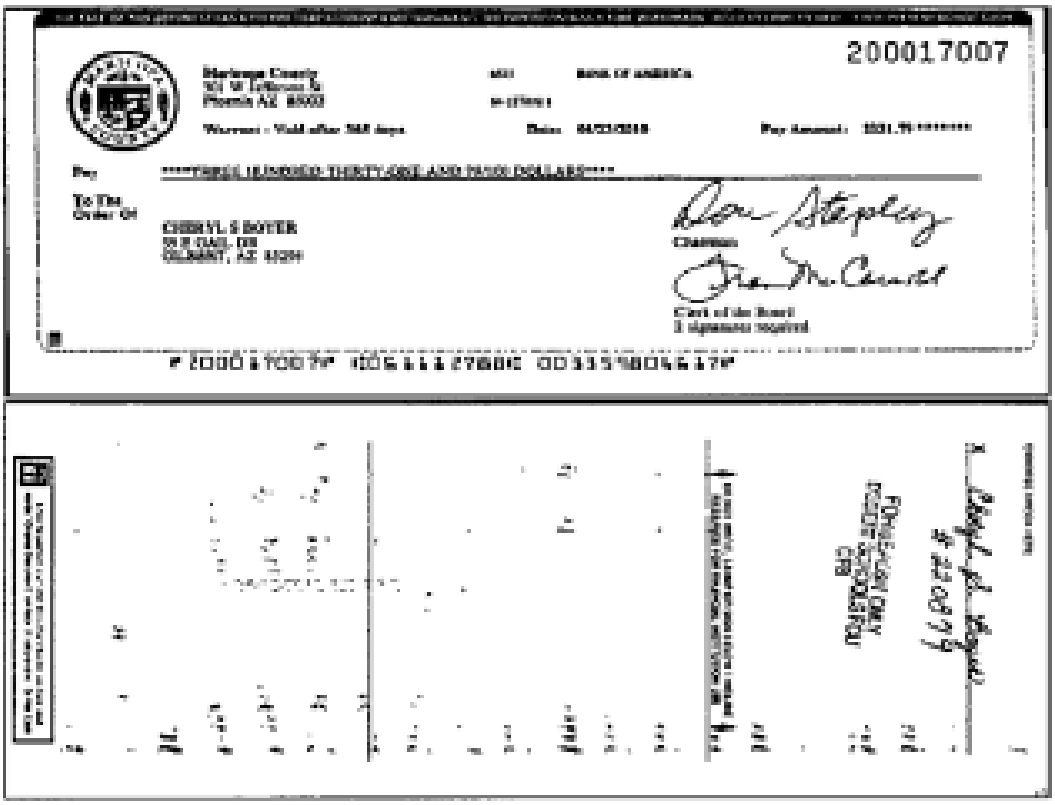
Check Info	
Account:	3359804617
Amount:	3,407.98
Check #:	100102803
Posted Date:	05/13/2010

EXHIBIT 4

WARRANT SAMPLE

Bank of America Higher Standards

Bank of America Direct®



Check Info	
Account:	3335604617
Amount:	331.79
Check #:	200017007
Posted Date:	05/13/2010

Electronic Endorsements	
05/12/2010	DESERT SCHOOLS FCU (BOFD)
R/T:	122187136
Seq #:	0000007000054200
05/13/2010	BANK OF AMERICA, NA
R/T:	11300016
Seq #:	009992741530
05/13/2010	WELLS FARGO BANK, NA
R/T:	91000019
Seq #:	0000002813414 78

BOFD - Bank of First Deposit

EXHIBIT 4

WARRANT SAMPLE

Bank of America Higher Standards

Bank of America Direct

TREASURER OF MARICOPA COUNTY
PHOENIX, ARIZONA

COUNTY EXPENSE WARRANT

WARRANT NUMBER 300026278

IN PAYMENT FOR CURRENT GENERAL OBLIGATIONS, DEBIT ENTRIES

DATE 05/10/10 NUMBER 00300026278

**********ONE HUNDRED THIRTEEN DOLLARS AND 01/100

Bank of America Phoenix AZ

PAY TO THE ORDER OF

VOID AFTER 180 DAYS $********113.01

AMOUNT

HIST OFFICE PRODUCTS
PO BOX 24118

TEMPE AZ 85285

⑈300026278⑈ ⑆061112788⑆ 003359804617⑈

13508415205/12/10

Check Info	
Account:	3359804617
Amount:	113.01
Check #:	300026278
Posted Date:	05/13/2010

Electronic Endorsements	
05/13/2010	BANK OF AMERICA, NA
R/T:	111310346
Seq #:	002092895511
05/12/2010	BANK OF AMERICA, NA
R/T:	111310346
Seq #:	0500037970
05/12/2010	MUTUAL OF OMAHA BANK (BOFD)
R/T:	122105757
Seq #:	000000500037970

BOFD - Bank of First Deposit

EXHIBIT 4

WARRANT SAMPLE

Bank of America Higher Standards

Bank of America Direct

400100298

SCHOOL EXPENSE WARRANT
TREASURER OF MARICOPA COUNTY
PHOENIX, ARIZONA

Bank of America
Phoenix, AZ

Higley United School District No 60

DATE	CONTROL NO.
05/05/2010	60240418

WARRANT AMOUNT
$9,278.09

PAY ***Nine Thousand Two Hundred Seventy Eight and 09/100*** Dollars

VOID AFTER 365 DAYS

TO THE ORDER OF
TOWN OF GILBERT UTILITIES DEPT
50 E CIVIC CENTER DR
GILBERT , AZ 85296-3463

Dr. Donald Conroy
Superintendent of Schools
AUTHORIZED SIGNATURE

⑈400100298⑈ ⑆061112788⑆ 003359804617⑈

Original Document

FOR DEPOSIT ONLY
JP MORGAN CHASE
MAY 11 2010
TOWN OF GILBERT
UTILITIES # 4490409

Check Info	
Account:	3359804617
Amount:	9,278.09
Check #:	400100298
Posted Date:	05/13/2010

Electronic Endorsements	
05/13/2010	BANK OF AMERICA, NA
R/T:	11300016
Seq #:	009992558709
05/12/2010	JPMORGAN CHASE BANK, NA (BOFD)
R/T:	111901331
Seq #:	1490891829

BOFD – Bank of First Deposit

EXHIBIT 4

WARRANT SAMPLE

Bank of America Higher Standards

Bank of America Direct

SUPERIOR COURT OF ARIZONA in MARICOPA COUNTY

600087845

*****Twenty-One and 36/100ths Dollars

$*****21.36

ERIC TYLER JONES
3799 E LINDA CT
GILBERT AZ 85234-4341

Check Info	
Account:	3350004617
Amount:	21.36
Check #:	600087845
Posted Date:	05/13/2010

Electronic Endorsements	
05/13/2010	BANK OF AMERICA, NA
R/T:	113000016
Seq #:	0099927480161
05/12/2010 COMPASS BANK (BOFD)	
R/T:	62001186
Seq #:	42020833

BOFD - Bank of First Deposit

EXHIBIT 4

WARRANT SAMPLE

Bank of America Higher Standards

Bank of America Direct

MESA PUBLIC SCHOOLS

Mesa, Arizona 85201 000720

700040870

DATE 5/06/10

PAY TO THE ORDER OF SUSAN J SCHNEIDER

****36709

THREE HUNDRED SIXTY SEVEN DOLLARS AND NINE CENTS

SUSAN J SCHNEIDER
1525 E CATAMARAN DR
GILBERT AZ 85234

WARRANT NUMBER 40870

⑈700040870⑈ ⑆061112788⑆ 003359804617⑈

Check Info	
Account:	3359804617
Amount:	367.09
Check #:	700040870
Posted Date:	05/13/2010

Electronic Endorsements	
05/13/2010	JPMORGAN CHASE BANK, NA (BOFD)
R/T:	111901381
Seq #:	1390993722
05/13/2010	BANK OF AMERICA, NA
R/T:	11300016
Seq #:	009992508660

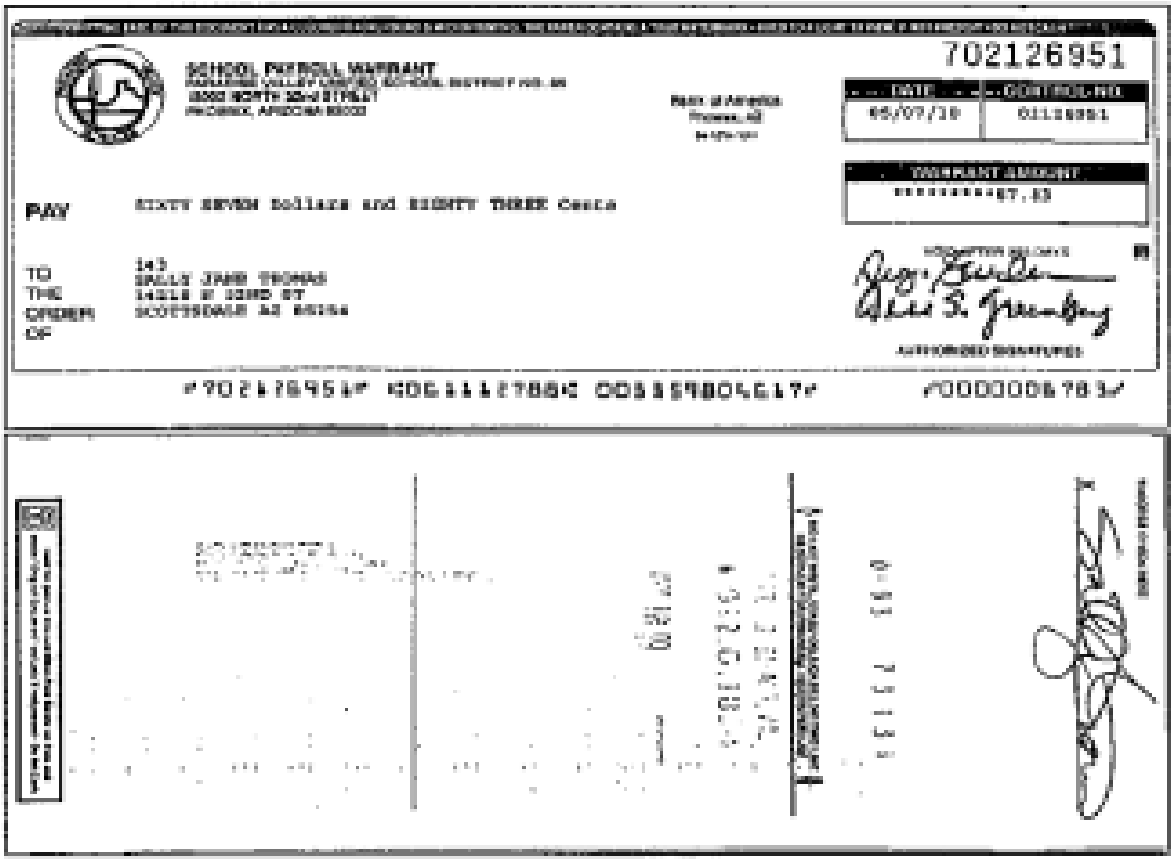
BOFD - Bank of First Deposit

EXHIBIT 4

WARRANT SAMPLE

Bank of America Higher Standards

Bank of America Direct



Check Info	
Account:	3359804617
Amount:	67.83
Check #:	702126951
Posted Date:	05/13/2010

Electronic Endorsements	
05/13/2010	BANK OF AMERICA, NA
R/T:	11300016
Seq #:	009902747171
05/12/2010 COMPASS BANK (BOFD)	
R/T:	62001186
Seq #:	42020774

BOFD – Bank of First Deposit

EXHIBIT 4

WARRANT SAMPLE

Bank of America Higher Standards

Bank of America Direct

KyreneSchoolDistrict
SCHOOL PAYROLL WARRANT
8208 S. KYRENE ROAD
TEMPE, AZ 85284

Bank of America
Phoenix, AZ
[illegible]

No. 703034887

PAYROLL
033

DATE
04/29/2010

CHECK AMOUNT
$162.77

PAY ***One Hundred Sixty Two and 77/100*** Dollars

TO THE ORDER OF
Vanderbur, Nancy L
16619 S 36th Street
Phoenix, AZ 85048

AUTHORIZED SIGNATURE

⑈703034887⑈ ⑆061112788⑆ 0033598046 17⑈ /0000016277/

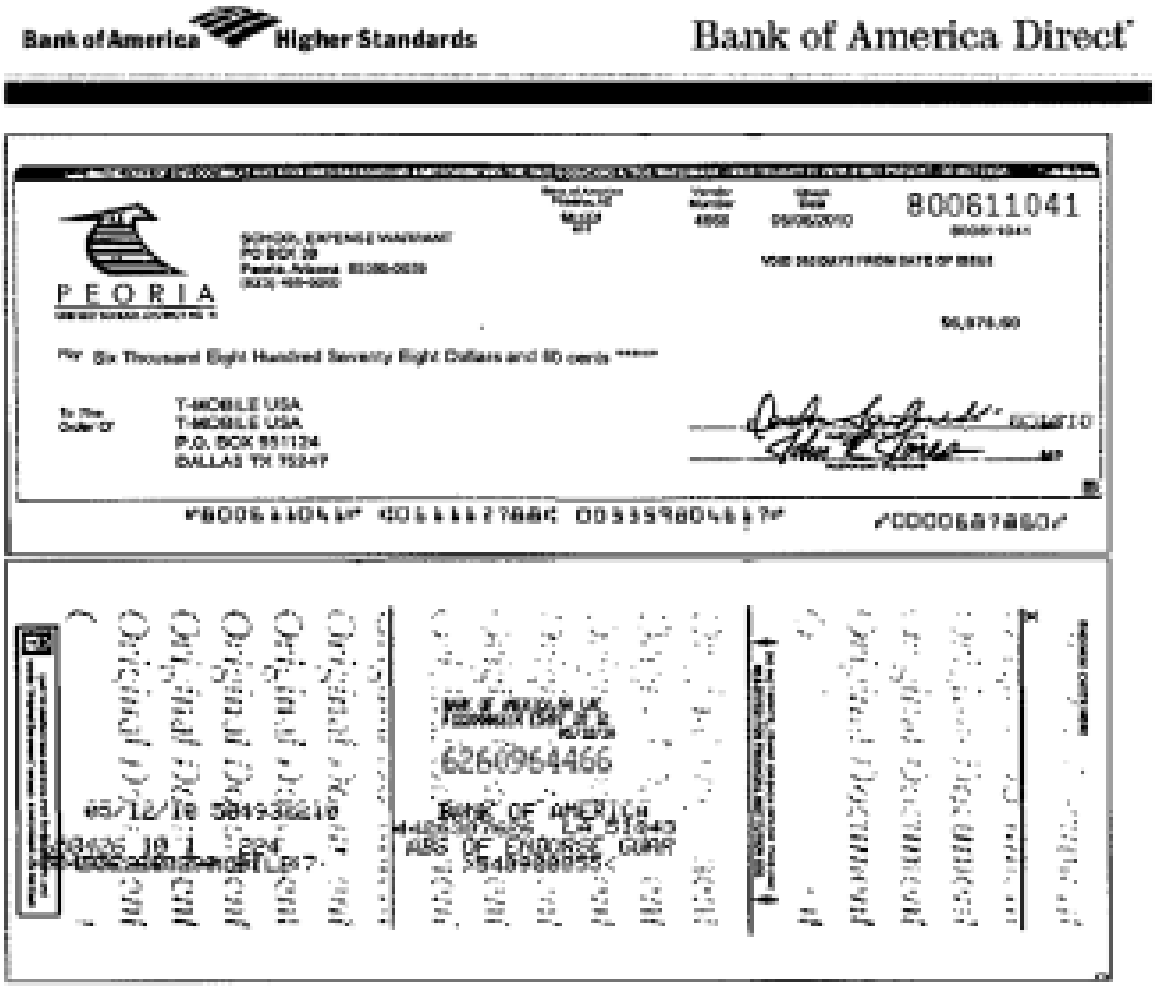
Original Document

3259345218

Check Info	
Account:	3359804617
Amount:	162.77
Check #:	703034887
Posted Date:	05/13/2010

EXHIBIT 4

WARRANT SAMPLE



Check Info	
Account:	3359804617
Amount:	6,878.60
Check #:	800611041
Posted Date:	05/13/2010

EXHIBIT 4

WARRANT SAMPLE

Bank of America Higher Standards

Bank of America Direct

Phoenix Union High School District #210
4502 N. Central Ave.
Phoenix, Arizona 85012-1817
ACCOUNTS PAYABLE

Check Date
05/10/2010

Void After 365 Days

800807049

AMOUNT
$15,457.23

Pay Fifteen Thousand Four Hundred Fifty Seven Dollars and 23 cents **********

To the Order Of
PROGRESSIVE ROOFING INC
23 N 38TH AVE
PHOENIX, AZ 85009-4728

Authorized Signature

Bank of America

⑈800807049⑈ ⑆061112788⑆ 003359804617⑈

Original Document

Check Info	
Account:	3359804617
Amount:	15,457.23
Check #:	800807049
Posted Date:	05/13/2010

Electronic Endorsements

05/12/2010 MANUFACTURERS AND TRADERS TR C
R/T: 22300018
Seq #: 007600558341

05/13/2010 BANK OF AMERICA, NA
R/T: 11300016
Seq #: 006992679630

05/12/2010 MANUFACTURERS AND TRADERS TR C (BOFD)
R/T: 22300018
Seq #: 7100820075

BOFD - Bank of First Deposit

EXHIBIT 4

WARRANT SAMPLE

Bank of America Higher Standards

Bank of America Direct

SCHOOL EXPENSE WARRANT
CREIGHTON ELEMENTARY SCHOOL DISTRICT NO. 14
2702 EAST FLOWER STREET
PHOENIX, ARIZONA 85016

Bank of America
Phoenix, AZ

804285734

4144077

DATE	WARRANT NO.
5/06/10	804285734

WARRANT AMOUNT
$199.00

VOID AFTER 365 DAYS

PAY Exactly One Hundred Ninety Nine Dollars and Zero Cents

TO THE ORDER OF
BUREAU OF EDUCATION & RESEARCH
915 118TH AVENUE S E
PO BOX 96068
BELLEVUE WA 98009-9668

Charlotte Boyle
AUTHORIZED SIGNATURE

⑈804285734⑈ ⑆066111278⑆ 003359804617⑈

PUGET SOUND BANK >125108751<
BELLEVUE WA 98004
100180193 0512 0 00 1001006384

PAY TO THE ORDER OF
PUGET SOUND BANK
DISTRICT
FOR DEPOSIT ONLY
BUREAU OF EDUCATION & RESEARCH
WASHINGTON

Check Info	
Account:	3359804617
Amount:	199.00
Check #:	804285734
Posted Date:	05/13/2010

Electronic Endorsements	
05/12/2010	WELLS FARGO BANK, NA
R/T:	122105278
Seq #:	000008133574401
05/12/2010	**PUGET SOUND BANK (BOFD)**
R/T:	**125108751**
Seq #:	**066150100180193**
05/13/2010	BANK OF AMERICA, NA
R/T:	11300016
Seq #:	009992917425

BOFD - Bank of First Deposit

EXHIBIT 4

WARRANT SAMPLE

Bank of America Higher Standards

Bank of America Direct

THIS DOCUMENT IS PRINTED IN THIS COLOR. DO NOT ACCEPT UNLESS BLUE AND BLACK ARE PRESENT.

Maricopa Integrated Health System
2619 E. Pierce St
Phoenix AZ 85008

BANK OF AMERICA
Commercial Accounts
Phoenix AZ 85004

DATE 04/13/10

WARRANT NO 904019931

VOID AFTER 365 DAYS

CHECK AMOUNT $4,160.00

PAY FOUR THOUSAND ONE HUNDRED SIXTY AND 00/100 DOLLARS

TO THE ORDER OF
CINCINNATI CHILDREN'S HOSPITAL
3333 BURNET AVENUE
CINCINNATI OH 45229-3039

CHAIRMAN

CLERK OF THE BOARD

⑈904019931⑈ ⑆061112788⑆ 003359804617⑈ ⑈0000416000⑈

⑆031000053⑆
PNC BANK, NATIONAL ASSOCIATION
(BOFD)
1100731302

Check Info	
Account:	3359804617
Amount:	4,160.00
Check #:	904019931
Posted Date:	05/13/2010

Electronic Endorsements	
05/12/2010	PNC BANK, NATIONAL ASSOCIATION (BOFD)
R/T:	31000053
Seq #:	001100731302
05/13/2010	BANK OF AMERICA, NA
R/T:	11300016
Seq #:	006992403266

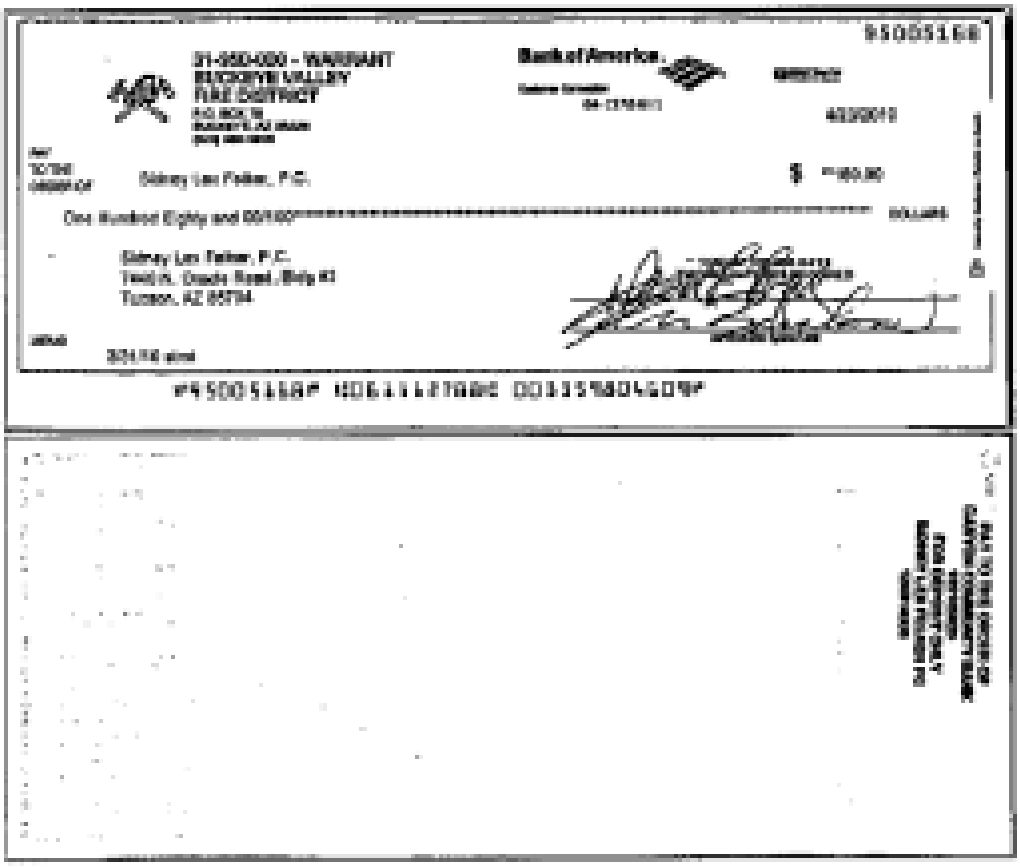
BOFD - Bank of First Deposit

EXHIBIT 5

NO ENCODED WARRANT SAMPLE

Bank of America Higher Standards

Bank of America Direct



95005168

31-950-000 - WARRANT
BUCKEYE VALLEY
FIRE DISTRICT

Bank of America

Sidney Lee Felker, P.C.

$ **180.00

One Hundred Eighty and 00/100 DOLLARS

Sidney Lee Felker, P.C.
7440 N. Oracle Road, Bldg #3
Tucson, AZ 85704

MEMO

3/31/10 sind

⑈95005168⑈ ⑆061112788⑆ 003359804609⑈

Check Info	
Account:	3359804609
Amount:	180.00
Check #:	95005168
Posted Date:	05/13/2010

Electronic Endorsements	
05/12/2010	CANYON COMMUNITY BANK, NA (BOFD)
R/T:	122105826
Seq #:	3785351750000240
05/12/2010	FED RES BANK OF SAN FRANCISCO
R/T:	122000166
Seq #:	6123055088
05/13/2010	BANK OF AMERICA, NA
R/T:	113000016
Seq #:	965092192484

BOFD - Bank of First Deposit

EXHIBIT 5

NO ENCODED WARRANT SAMPLE

Bank of America Higher Standards

Bank of America Direct

WARRANT

Fire District of Sun City West

ICL Performance Products

One Thousand One Hundred Ninety-Eight and 36/100

ICL Performance Products LP

Customer # 110029

Check Info

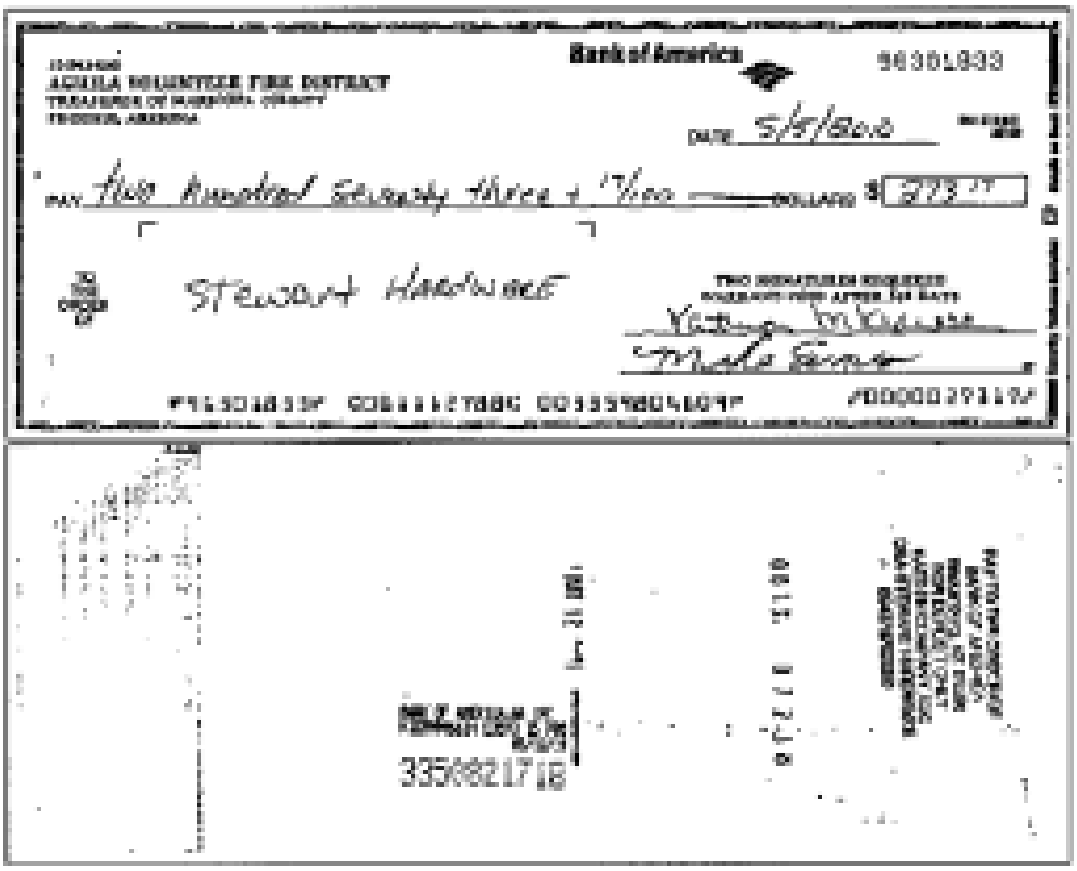
Account:	[illegible]
Amount:	1,198.36
Check #:	[illegible]
Posted Date:	[illegible]

EXHIBIT 5

NO ENCODED WARRANT SAMPLE

Bank of America Higher Standards

Bank of America Direct



Check Info	
Account:	335682171B
Amount:	273.17
Check #:	96301833
Posted Date:	05/13/2008

EXHIBIT 6

REMITTANCE SAMPLE

2009 FIRST HALF PAYMENT STUB
DUE OCTOBER 1, 2009
DELINQUENT AFTER NOV. 2, 2009

EC CORNER SHOPPING CENTER LLC/ETAL

MAKE CHANGES TO MAILING ADDRESS BELOW
OR GO TO http://treasurer.maricopa.gov

1402772

DETACH AND RETURN WITH PAYMENT

1

MAKE CHECK PAYABLE TO:

Maricopa County Treasurer
P O Box 52133
Phoenix, AZ 85072-2133

PARCEL/ACCOUNT # 215-55-017A 5

PRINT THE ABOVE PARCEL / ACCOUNT NUMBER ON YOUR CHECK

U.S. FUNDS ONLY

PLEASE CHECK WHICH PAYMENT APPLIES

FIRST HALF	$	20,019.87

The law allows payment of the full year by December 31, 2009, without an interest penalty on the first half.

FULL YEAR	$	40,039.74

0900000000100004003774000200198721555017015 7

2009 SECOND HALF PAYMENT STUB
DUE MARCH 1, 2010
DELINQUENT AFTER MAY 3, 2010

EC CORNER SHOPPING CENTER LLC/ETAL

MAKE CHANGES TO MAILING ADDRESS BELOW
OR GO TO http://treasurer.maricopa.gov

DETACH AND RETURN WITH PAYMENT

2

MAKE CHECK PAYABLE TO:

Maricopa County Treasurer
P O Box 52133
Phoenix, AZ 85072-2133

PARCEL/ACCOUNT # 215-55-017A 5

PRINT THE ABOVE PARCEL / ACCOUNT NUMBER ON YOUR CHECK

U.S. FUNDS ONLY

SECOND HALF	$	20,019.87

Please remember that your second half payment is due in March and that no additional notification is sent.

0900000000200004003774000200198721555017015 7

First half due October 1 2009

You can pay your bill by **E-Check** at

www.treasurer.maricopa.gov

or at any Bank of America branch in Arizona

Coupon
1

Please remember that your second half payment is due in March and no additional notification is sent.

Second half due March 1 2010

You can pay your bill by **E-Check** at

www.treasurer.maricopa.gov

or at any Bank of America branch in Arizona

Coupon
2

SE PRINT
EL NUMBER _____
_____
ESS _____
_____ STATE _____ ZIP _____
heck here if change of address

PLEASE PLACE STAMP HERE

CHARLES "HOS" HOSKINS
Maricopa County Treasurer
PO BOX 52133
PHOENIX AZ 85072-2133

EXHIBIT 7

SECURED SCANLINE - SAMPLE FORMAT

95	00000000	1	0028672408	0014336204	10103001	08	8	9
YR	ZERO FILL	1/2	FULL YEAR	HALF YEAR	PARCEL #	ALPHA	TCD	SLCD

EXAMPLE: 1995 Taxes

First Half Stub

Full Year Amount: $286,724.08

Half Year Amount: $143,362.04

Parcel Number & TCD : 101-03-001 H 8

Scanline Check Digit: 9

The first two digits indicate the current tax year (95). The next field (8 digits) will be zero filled, in the secured scanline, to provide uniformity between secured and unsecured scanlines. The third field will indicate the half code (1 = first half stub; 2 = second half stub; 3 = full year stub, for those bills totaling $25.00 or less). Next on the scanline, will be the full year tax amount (gross) and the half year tax amount (net). The parcel number, including the alpha numeric conversion (2 digits) follows. The scanline ends with the Treasurer's Check Digit and the entire scanline check digit (mathematical calculation based on the numerics within the scanline).

EXHIBIT 8

COBOL RECORD LAYOUT:

Daily, i.e. business days, the servicing bank will push the encrypted lockbox files to our FTP site (ftp.treasurer.maricopa.gov).

The Record Layout:

```
01  HSCP_TAPE_REC.
    02  REC_TYPE                      PIC XX.
        88  HEADER_REC                VALUE "BH".
        88  DETAIL_REC                VALUE "R1".
        88  TOTAL_REC                 VALUE "BT".
    02  BATCH_NUM                     PIC 9(9).
    02  BATCH_DATE.
        03  BATCH_MONTH               PIC 9(2).
        03  BATCH_DAY                 PIC 9(2).
        03  BATCH_YEAR                PIC 9(4).
    02  HEADER_DATA.
        03  FILLER                    PIC X(43).
    02  DETAIL_DATA REDEFINES HEADER_DATA.
        03  PARCEL_NUM.
            04  PARCEL_BOOK_MAP_ITEM PIC 9(8).
            04  PARCEL_SPLIT          PIC 99.
        03  TCD                       PIC 9.
        03  TAX_YEAR                  PIC 9(4).
        03  TAX_AMT                   PIC 9(9)V99.
        03  BATCH_SEQ_NUM             PIC 9(5).
        03  TRANS_NUM.
            04  CASHIER_NUM           PIC 99.
            04  VALIDATION_NUM        PIC 9(5).
        03  MULTI_SEQ_NUM             PIC 9(5).
    02  TOTAL_DATA REDEFINES HEADER_DATA.
        03  BATCH_TOTAL_AMT           PIC 9(11)V99.
        03  FILLER                    PIC X(30).
```

EXHIBIT 9

COMPUTER ENVIRONMENT

Mainframe:

Hardware: HP
Operating System: VMS
Database: Rdb
Applications: COBOL

Desktop: All Windows (XP)
Applications: VB, VB.NET

Internet: All Windows Servers
Applications: ASP, ASP.NET

Lockbox:

The Servicing Bank pushes both the Payment and Image files using our secured website (HTTPS).

Warrants:

The Treasurer's Office uses a secured website at the Servicing Bank to send/receive the daily warrant file transmissions (presentation, register, call).

The Servicing Bank pushes the warrant images to our FTP server daily.

Online Banking Payments: (Paymode Concentrator)

The Servicing Bank pushes property tax payments made from taxpayer bill-pay services daily to our FTP Server.

Positive Pay:
The Treasurer pushes detailed Treasurer's Check information daily to a Servicing Bank secured website.

Treasurer's Check Images:

The Servicing Bank pushes the Treasurer's Check images to our FTP server daily.

Branch Payments:
The branch packages up and forwards these payments to the Lockbox facility.

EXHIBIT 10

The current programming for high speed warrant processing does not address the statutory accounting for a credit line. The system treats all warrants that do not have sufficient monies to pay as registered warrants by statute. The warrants are returned as unpaid and are later called when monies are made available for payment. Therefore, all warrants that are not paid upon initial presentment are registered and are "returned" to the bank as registered. The nature and details of the registered warrant transmission is subject to the desires of the servicing bank. The servicing bank has the option to "purchase" the registered warrant or return the warrant to the bank, individual, or company in due course.

If the warrants are returned to the holder in due course, the warrant will be assumed to have been returned to the company or business of original issue. The Treasurer's office will not attempt to pay any warrant(s) cashed at a bank or other financial institutions.

The servicing bank does not have a statutory limit on the amount of registered warrants it can purchase as an investment. Obviously, internal controls dictate the ability and amount of warrants they are able to purchase. Some financial institutions have utilized the credit line statute to determine the amount they would like to invest in each governmental entity and have recorded the "investment" as a credit line advance. This however is not accurate as the warrants are registered individually and "called" (paid) individually. The statutes that govern the registered warrants are the basis for payments of the warrants.

Low speed warrants are manually processed and utilize the credit line statutes. Monies are borrowed and paid as required and individual warrants are reflected as paid not registered unless the credit line limit would be exceeded.

The registered warrant programming may be updated to include the credit line statutes incorporated to facilitate the high speed processing. This however is subject to the funding and time demands of the Treasurer's IT staff. At that time, additional information will be made available.

EXHIBIT 11

(*DRAFT CONTRACT*)

CONTRACT PURSUANT TO ITN

SERIAL 10016 -ITN

This Contract is entered into this _____ day of _____, 20__ by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and _____, an Arizona corporation ("Contractor") for the purchase of banking services.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of _____ ( ) years, beginning on the _____ day of_____, 2010 and ending the ___day of _____ , 20____.

1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of ____( ) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustments must be submitted sixty (60) days prior to the current Contract expiration or annual anniversary. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."

3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

3.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/)

3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for banking services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit “B”, or as otherwise directed in writing by the Procurement Officer.

5.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

6.2.1 Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

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

6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 The insurance policies required by this Contract, except Workers' Compensation shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

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

6.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 Automobile Liability.

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

6.2.11 Workers' Compensation.

6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.
(N.B. - $1,000,000 limits on larger contracts)

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.12 Certificates of Insurance.

6.2.12.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this

Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.

6.2.13.2.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.13.2.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.2 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

6.3 REQUIREMENTS CONTRACT:

6.3.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

6.3.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

6.3.3 Purchase orders will be cancelled in writing.

6.4 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice,

the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.5 TERMINATION FOR DEFAULT:

6.5.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.5.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.5.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.7 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.9 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.10 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

6.11 RETENTION OF RECORDS:

6.11.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Board of Deposit (Supervisors) or the Treasurer shall have full access to, and the right to examine, copy and make use of any and all said materials.

6.11.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.12 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.13 ALTERNATIVE DISPUTE RESOLUTION:

6.13.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.13.1.1 Render a decision;

6.13.1.2 Notify the parties that the exhibits are available for retrieval; and

6.13.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.13.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.13.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.14 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.15 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.16 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.17 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.17.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.

6.17.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.18 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

6.18.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

6.18.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.19 CONTRACTOR LICENSE REQUIREMENT:

6.19.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

6.19.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.20 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.20.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.20.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.20.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.20.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.20.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.20.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

6.20.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.21 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.22 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.23 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.24 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.24.1 Attachment A, Pricing;

6.24.2 Attachment D, Scope of Work;

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

_____
AUTHORIZED SIGNATURE

_____
PRINTED NAME AND TITLE

_____
ADDRESS

_____
DATE

MARICOPA COUNTY

_____	_____
CHAIRMAN, BOARD OF SUPERVISORS	DATE

ATTESTED:

_____	_____
CLERK OF THE BOARD	DATE

APPROVED AS TO FORM:

_____	_____
LEGAL COUNSEL	DATE

EXHIBIT 12

DEFINITIONS OF CORE & ADDITIONAL BANKING SERVICES

Warrant Processing: Process by which the financial institution handles warrants issued by Maricopa County.

Credit Lines: The amount and pricing of unsecured credit provided by the financial institution to Maricopa County.

On-Line Banking: System that allows Maricopa County personnel to perform banking operations via the internet.

Float: The period between the beginning and the close of a transaction.

Technology: The financial institutions technological compatibility with that of Maricopa County.

Lockbox: Off site location where property tax payments are processed through electronic machinery.

Start-Up & Support Banking Services: Any services and/or support the bidding institution can offer Maricopa County in the event of system changes and/or enhancements.

Pricing: The price Maricopa County pays for a particular banking service.

Safekeeping: A financial institutions ability to hold Maricopa County investment assets.

Payroll / EFT Payments: The transfer of funds initiated through an electronic terminal.

Armored Car Service: Provide for the daily pickup and delivery of monies from Maricopa County to the financial institution.

Separate Billing: Ability of financial institution to bill various Maricopa County agencies separately.

Bloomberg: Provider of financial information via a terminal needed for investing Maricopa County funds.

QUESTIONS AND ANSWERS

Q: May we include our service descriptions and legal agreements only on the CD or do you prefer to also have a printed version?

A: We would like them on the CD. However, I would venture to say that your legal documents will take exception to ours. Therefore, please include them in the exception section of your response.

Q: Will a PDF version of service descriptions and legal agreements be sufficient in those cases when a Word version is unavailable?

A: Yes.

Q: Can we return the Exhibit A – Pricing in an Excel version as opposed to a Word version?

A: Pricing is on Attachment A and is already in Excel format.

Q: Can you provide us a copy of the existing warrant clearing line documentation?

A: See "Attachment 2 ITN 11016".

Q: Does the County currently pay for the negative balance through an interest rate charge or by keeping offsetting deposits?

A: Currently the Treasurer's office maintains a Warrant Compensation account to offset the negative balance on the Warrant Clearing account.

Q: Will the County provide via Excel file a deposit analysis? If this report is not available, will you provide us the breakdown of 0 and 1 day float on deposited checks.

A: Currently all deposited items are on a 1-day float.

Q: Would the County consider using the Bank of New York in lieu of the Federal Reserve Bank?

A: For the delivery of securities, No. For Custodial Safekeeping services, yes.

Q: Can you provide the following detail for each armored carrier

A: See "Attachment 4 ITN 11016" for a more current armored courier list.

Q: Do you currently use Regulus as your lockbox provider

A: No. The Treasurer's office and Animal Care and Control currently use Arizona Lockbox and Fulfillment (ALF) as our lockbox provider.

Q: Do you know the breakdown between business and consumer checks received through lockbox?

A: No. That information is not tracked.

Q: Is your provider familiar with Ansi X9.37? Can they generate an Ansi X9.37 file?

A: ALF is familiar with the Ansi X9.37 file type. This is the current file type used today but with a different description type.

Q: Can the County provide a copy of the latest custody statement(s) showing assets and total market value?

A: We can provide an internal summary report showing total assets, number of assets and market value for any given date. See "Attachment 3 ITN 11016".

Q: If the statements are not available, can you provide the following:

1. Number of accounts

2. Are any outside investment managers utilized and, if so, the name of the Investment Management firm

3. Total market value assets held in custody account(s).

4. Is a sweep vehicle used in the custody account(s)?

A: 1. One

2. No

3. As of June 30, 2010 $3,474,890,013.90

4. No

Q: Of the total items deposited, please provide an estimate of how many would be processed through lockbox versus "over the counter" versus remote deposit capture versus banking centers.

A: Please see the "Attachment 1 ITN 11016".

Q: For the first three line items in this section, please clarify the unit of measure. For example, is the volume in CURR/COIN DEP/$-VLT measured in thousands of dollars? Hundreds of dollars? Or Dollars?

A: The volume is measured in hundreds of dollars.

Q: Will deposited currency be strapped?

A: Depending on the volume, deposited currency may or may not be strapped.

Q: What options does the County want for submitting check deposits to the bank? Armored courier to our Vault? Image cash letter through an existing County imaging system? Remote Deposit?

A: The County currently has an armored courier services that picks up deposits on a daily basis. The Treasurer's office does not currently have the proper imaging equipment in house to submit deposits via ICL or Remote Deposit.

Q: Please estimate your average aggregate operating account balances for fiscal year 2011.

A: Current average balance is $56MM. Balances subject to change based on collection volumes and investment opportunities.

Q: Under your current disbursement arrangements, are warrants disbursed through a controlled disbursement account?

A: Yes

Q: Does the County want to maintain the type of warrant disbursement process currently in place with the County's bank, or what specific changes be required due to the County's processing environment or due to statutory interpretation?

A: The current Warrant Clearing account is housed in Georgia however; the Treasurer will require the warrant clearing account to be housed locally.

Q: Please provide a listing of all current warrant lines of credit by dollar amount.

A: Please see "Attachment 2 ITN 11016".

Q: Please provide the routing and transit number located at the bottom of the warrants that are processed today.

A: 061112788 .

Q: Please provide the following information regarding the County's ACH origination activity: ACH transactions originated, ACH transaction types, file size, total dollar amount, and frequency of ACH file transmissions. Please distinguish volumes by debits and credits originated.

A: FINANCE: Approximately 35% of our 5,583 active vendors receive payment via electronic funds transfer (EFT). There is a continuing effort to enroll vendors in our EFT program, therefore, we anticipate increased enrollment in the future. The Department of Finance uploads to Bank of America EFD site each business day a file which is approximately 89kb which includes all debit transactions to vendor accounts. The Treasurer sends a credit transaction for the total debit transactions for the day. The Bank of America then approves the file format and sends payment to our vendors from ACH in CTX format.

During the last fiscal year (FY10) we processed 28,880 debits to vendor accounts for an approximate total of $495 million.

Currently here in Benefits we are using ACH transfers to our outside (sweep) bank accounts at BofA for the following.

Walgreens, biweekly average $500,000

VPA – Sedgwick STD, monthly average $154,000

Mariflex (FSA), biweekly average $121,000

H.S.A. funding, biweekly average $48,000

As for wires Benefits sends daily wires to Cigna medical and Cigna dental. Once a month there is a wire out to ADP for CES to pay vendors of $1.3M and a wire in from ADP for the PDR which around $86K.

TREASURER: 60 Cities & Towns, Community College and State ACH payments average $103MM per month.

Q: 1. Is the County requesting that the bank coordinate the ordering of pre-printed warrants and treasurer's checks?

2. If so, what annual quantities are required?

3. Is the County also seeking information regarding a totally outsourced check printing and mailing service?

A: 1. Yes

2. 45 individual warrant/check types totaling approximately 1.5MM.

3. No

Q: Describe the types of electronic payments being received, the types of entities submitting these payments to the County and examples of the information the County is not consistently receiving

A: Electronic payments received by the Treasurer's office are in the form of an ACH or Wire and are typically received by mortgage, title, tax servicing and property management companies. Federal agencies may also submit electronic payments. Not being able to view all information included in the payment file such as parcel number, department and grant monies has caused concern. The Treasurer's office seeks any assistance in obtaining the information we need.

Q: Will the County require intra-day overdraft coverage to allow for gaps between the wiring of funds and the deposit of collected funds?

A: The Treasurer's office does not anticipate intra-day overdraft coverage.

Q: 1. What general short-term borrowings would the County contemplate if the line of credit were to be used?

2. What revenue source(s) would be pledged to secure the $35MM line?

A: If the County were to use its $35M line of credit and there was a need for short term borrowings, the County would issue Tax Anticipation Notes through an open competitive process. However, this would more than likely not take place as Board policy reserves cash to avoid any use of the line or any short-term borrowings.

Q: 1. How many employees use a payroll card today

2. How many receive direct deposit?

3. Under the new ADP contract, are payroll cards to be issued by ADP or by the banking services provider?

4. Please describe the County's payroll card plans.

A: 1. 231

2. Approximately 12,500 receive direct deposit. The County has an approximate 99% direct deposit participation rate.

3. , Chase and Bank of America provide payroll cards. Currently the institution issues the cards.

4. There are three pay cards available from Chase, Bank of America or ADP. Currently 223 employees are using the Chase pay card while 8 are using ADP and 0 using Bank of America. The County completes the set up process for employees while the bank handles the mailing of the cards. The County has the option of issuing cards directly to employees but does not do so at this time.

Q: What is the estimated over-the-counter item volume that could be deposited through remote check capture?

A: Please see "Attachment 1 ITN 10016".

Q: Lockbox. Does Maricopa County require imaging of the Animal Control checks, OCR coupons, envelopes, correspondence? Would you consider truncating check copies if images are available either online or via image file sent to Maricopa County?

A: Animal Care and Control (MCACC) would require check copies with everything except "image" work for Lockbox. For "image" work, only coupons are necessary.

We currently receive original envelopes back with rejects (when there is no money) and with "No source" checks for additional research and processing. If the original envelopes were not available for return, we would need copies. We also get original correspondence back (for example, Rabies Certificates).

MCACC would need to review online or file images to see if the processing could be maintained in an efficient manner with the alternative.

Q: Retail Lockbox. Please define your property tax processing rules for postmark verification, sorting, and envelope retention for late pays (e.g. Validate and sort envelopes 5 days after the due date, separately batch late pays and image envelopes only for late pay transactions.)

A: A Scope of Service agreement between the Treasurer's office and the lockbox provider dictates current procedure. All payments received for the first five business days of a new month are backdated to the previous month. Envelopes are retained based on a designated destruction date schedule but are not organized to match enclosed payment(s). Sorting is based on the agreements outlined in the Scope of Service i.e.: foreign items, multiple items, mortgage, title, clean payments.

Q: Can the County please elaborate on what their expectations are for the sure-pay services?

A: Positive pay would be the synonym for what is required; COC would send a daily file of checks issued, for the bank to authorize clearing of checks against. Checks presented and not identified on a daily file would be denied for payment by the bank, and/or a payment presented where a record is not available would trigger a call/notice from provider to COC for authorization to clear the check.

Q: Are the locking bags a requirement or are the currently used tamper-evident bags acceptable?

A: Tamper evident bags are acceptable

J.P.Morgan

Question	ITN Section	J.P. Morgan Request for Clarification/Question
1.	Attachment A	Of the total items deposited, please provide an estimate of how many would be processed through lockbox versus "over the counter" versus remote deposit capture versus banking centers. Please see the "Attachment 1 ITN 11016".
2.	Attachment A 1.2	For the first three line items in this section, please clarify the unit of measure. For example, is the volume in CURR/COIN DEP/$-VLT measured in thousands of dollars? Hundreds of dollars? Or Dollars? The volume is measured in hundreds of dollars.
3.	Attachment A 1.2	Will deposited currency be strapped? Depending on the volume, deposited currency may or may not be strapped.
4.	Attachment D 2.1	What options does the County want for submitting check deposits to the bank? Armored courier to our Vault? Image cash letter through an existing County imaging system? Remote Deposit? The County currently has an armored courier services that picks up deposits on a daily basis. The Treasurer's office does not currently have the proper imaging equipment in house to submit deposits via ICL or Remote Deposit.
5.	Attachment D 2.1	Please estimate your average aggregate operating account balances for fiscal year 2011. Current average balance is $56MM. Balances subject to change based on collection volumes and investment opportunities.
6.	Attachment D 2.3	Under your current disbursement arrangements, are warrants disbursed through a controlled disbursement account? Yes. If not, is there any type of Zero Balance Account (ZBA) arrangement in place ? Please describe.
7.	Attachment D 2.3	Does the County want to maintain the type of warrant disbursement process currently in place with the County's bank, or what specific changes be required due to the County's processing environment or due to statutory interpretation? The current Warrant Clearing account is housed in Georgia however; the Treasurer will require the warrant clearing account to be housed locally.
8.	Attachment D 2.3	Please provide a listing of all current warrant lines of credit by dollar amount. Please see "Attachment 2 ITN 11016".
9.	Attachment D 2.3.6.1	Please provide the routing and transit number located at the bottom of the warrants that are processed today. 061112788 .
10.	Attachment D 3.0	Please provide the following information regarding the County's ACH origination activity: ACH transactions originated, ACH transaction types, file size, total dollar amount, and frequency of

		ACH file transmissions. Please distinguish volumes by debits and credits originated. **FINANCE:** Approximately 35% of our 5,583 active vendors receive payment via electronic funds transfer (EFT). There is a continuing effort to enroll vendors in our EFT program, therefore, we anticipate increased enrollment in the future. The Department of Finance uploads to Bank of America EFD site each business day a file which is approximately 89kb which includes all debit transactions to vendor accounts. The Treasurer sends a credit transaction for the total debit transactions for the day. The Bank of America then approves the file format and sends payment to our vendors from ACH in CTX format. During the last fiscal year (FY10) we processed 28,880 debits to vendor accounts for an approximate total of $495 million. Currently here in Benefits we are using ACH transfers to our outside (sweep) bank accounts at BofA for the following. Walgreens, biweekly average $500,000 VPA – Sedgwick STD, monthly average $154,000 Mariflex (FSA), biweekly average $121,000 H.S.A. funding, biweekly average $48,000 As for wires Benefits sends daily wires to Cigna medical and Cigna dental. Once a month there is a wire out to ADP for CES to pay vendors of $1.3M and a wire in from ADP for the PDR which around $86K. **TREASURER:** 60 Cities & Towns, Community College and State ACH payments average $103MM per month.
11.	Attachment D	Is the County requesting that the bank coordinate the ordering of pre-printed warrants and

	4.4	treasurer's checks? Yes. If so, what annual quantities are required? 45 individual warrant/check types totaling approximately 1.5MM. Is the County also seeking information regarding a totally outsourced check printing and mailing service? No.
12.	Attachment D 4.10	Describe the types of electronic payments being received, the types of entities submitting these payments to the County and examples of the information the County is not consistently receiving. Electronic payments received by the Treasurer's office are in the form of an ACH or Wire and are typically received by mortgage, title, tax servicing and property management companies. Federal agencies may also submit electronic payments. Not being able to view all information included in the payment file such as parcel number, department and grant monies has caused concern. The Treasurer's office seeks any assistance in obtaining the information we need.
13.	Attachment D 8.0	Will the County require intra-day overdraft coverage to allow for gaps between the wiring of funds and the deposit of collected funds? The Treasurer's office does not anticipate intra-day overdraft coverage. If so, please provide the estimated requirement.
14.	Attachment D 9.0	1. What general short-term borrowings would the County contemplate if the line of credit were to be used? 2. What revenue source(s) would be pledged to secure the $35MM line?
15.	Attachment D 10.2	How many employees use a payroll card today? 231. How many receive direct deposit? Approximately 12,500 receive direct deposit. The County has an approximate 99% direct deposit participation rate. Under the new ADP contract, are payroll cards to be issued by ADP or by the banking services provider? ADP, Chase and Bank of America provide payroll cards. Currently the institution issues the cards. Please describe the County's payroll card plans. There are three pay cards available from Chase, Bank of America or ADP. Currently 223 employees are using the Chase pay card while 8 are using ADP and 0 using Bank of America. The County completes the set up process for employees while the bank handles the mailing of the cards. The County has the option of issuing cards directly to employees but does not do so at this time.
16.	Attachment D 12.4	What is the estimated over-the-counter item volume that could be deposited through remote check capture? Please see "Attachment 1 ITN 10016".
17.	Attachment D 12.5	Lockbox. Does Maricopa County require imaging of the Animal Control checks, OCR coupons, envelopes, correspondence? Would you consider truncating check copies if images are available either online or via image file sent to Maricopa County? Animal Care and Control (MCACC) would

		require check copies with everything except "image" work for Lockbox. For "image" work, only coupons are necessary. We currently receive original envelopes back with rejects (when there is no money) and with "No source" checks for additional research and processing. If the original envelopes were not available for return, we would need copies. We also get original correspondence back (for example, Rabies Certificates). MCACC would need to review online or file images to see if the processing could be maintained in an efficient manner with the alternative.
18.	Attachment D 12.5.7	Retail Lockbox. Please define your property tax processing rules for postmark verification, sorting, and envelope retention for late pays (e.g. Validate and sort envelopes 5 days after the due date, separately batch late pays and image envelopes only for late pay transactions.) A Scope of Service agreement between the Treasurer's office and the lockbox provider dictates current procedure. All payments received for the first five business days of a new month are backdated to the previous month. Envelopes are retained based on a designated destruction date schedule but are not organized to match enclosed payment(s). Sorting is based on the agreements outlined in the Scope of Service i.e.: foreign items, multiple items, mortgage, title, clean payments.
19.	Attachment D 12.8.7.1	Clarify what is being requested? Imaging? Data keying? Images.
20.	Attachment D 12.8.7.3	Provide volumes of restitution checks, including monthly highs and lows. How are restitution checks sent to the bank for printing? Restitution checks are printed and mailed from the Clerk's Office. The servicing bank provides blank check stock for this purpose. Last year a total of 85,159 restitution checks were printed and mailed by the Clerk's Office.
21.	Attachment D 12.8.9	Provide a copy of the quarterly usage report requested in this section. Page 1 of Account Analysis Statement attached.

Bank of America

BANK OF AMERICA, N.A.
P.O. BOX 830175 ACCT ANALYSIS
DALLAS, TX 75283-0175

ANALYSIS STATEMENT

Member FDIC [redacted]

WZ 0000 000 520 009032 #001 AT 0.357
MARICOPA COUNTY ARIZONA
CLERK OF THE SUPERIOR COURT
TRUST ACCOUNT
201 W JEFFERSON ST SPC 2
PHOENIX AZ 85003-2244

GROUP SUMMARY ANALYSIS	00 [redacted]	
BANK AND COST CENTER NUMBER	333 [redacted]	
DATE PREPARED	07-07-10	
MONTH ENDING	06-30-10	
ANNUAL SETTLEMENT	06-30-10	
SETTLEMENT & ACCOUNT TYPE	DEBIT	500
OFFICER NUMBER	[redacted]	
PAGE	1 OF	4

BALANCE SUMMARY

AVG POSITIVE LEDGER BALANCE	$	3,876,632.35
AVG LEDGER BALANCE		3,876,632.35
LESS AVG FLOAT		.00
AVG COLLECTED BALANCE		3,876,632.35
AVG NEGATIVE COLL BALANCE		.00
AVG POSITIVE COLL BALANCE		3,876,632.35
LESS RESERVES		.00
AVAIL BAL FOR EARNINGS CREDIT		3,876,632.35
AVAILABLE BALANCE REQUIRED		5,755,887.77
NET AVAILABLE BALANCE		1,879,255.42-
REQ RESERVES ON NET AVAIL BAL		.00
DEFICIT COLLECTED BALANCE		1,879,255.42

EARNINGS CREDIT SUMMARY

AVAIL BAL FOR EARNINGS CREDIT	$	3,876,632.35
EARNINGS ON AVAILABLE BALANCE		477.94
LESS TOTAL SERVICE CHARGES		709.63
DEFICIT		231.69
PERIOD TO DATE DEFICIT		3,118.64
CURRENT PERIOD SERVICE CHARGE	$	3,118.64

[redacted]

CURRENT MONTH'S EARNINGS CREDIT RATE = 0.15%		CURRENT MONTH'S MULTIPLE = $8,111.15		
SERVICE	NUMBER OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
BALANCE RELATED SERVICES				
FDIC ASSESSMENT	3,876,632		421.00	3,414,777.78
DEPOSITORY SERVICES				
ACCOUNT MAINTENANCE	1	10.0000	10.00	81,111.11
GENERAL CHECKS PAID TRUNCATED	378	.0800	30.24	245,280.00
DEBITS POSTED-ELECTRONIC	6	.0500	.30	2,433.33
CREDITS POSTED-ELECTRONIC	24	.0500	1.20	9,733.33
ACCOUNT RECONCILIATION				
ARP FULL RECON INPUT FILE	22	5.0000	110.00	892,222.22
ARP FULL RECON MAINT-PPR RPTS	1	75.0000	75.00	608,333.34
ARP FULL PPAY ACCOUNT	1	.0000	.00	0.00

Recycled Paper

LOCKBOX:	Payments mailed and processed at our lockbox.
BRANCH PAYMENTS:	Payments made by taxpayers at Bank of America branches located throughout the stat of Arizona.
ONLINE BILLPAY:	Payments made on-line through the taxpayers financial institutions bill pay.
ONLINE (TREAS SITE):	Payments made through the Treasurers website using an E-Check
CREDIT CARD:	Payments made through the Treasurers website using a Credit Card.
CASHIERED:	Payments processed over the counter with the cashiers on staff in the Treasurers office.
CSS:	Corporate Services System that allows bulk payers i.e. mortgage co's and tax service co's to pay electronically on multiple parcels.

July 1 - June 30

	FY 2009/2010	# TRANSACTIONS
LOCKBOX:	$1,382,266,828	686,216
BRANCH PAYMENTS:	$82,826,185	64,257
ONLINE BILLPAY:	$54,459,879	52,395
ONLINE (TREAS SITE):	$180,221,507	96,415
CREDIT CARD:	$42,926,827	36,671
CASHIERED:	$527,716,309	179,604
CSS:	$1,978,870,278	1,668,965

District #	Political Subdivision	Commitment Level (in 1,000's)
1	Phoenix	11,000
2	Riverside	1,000
3	Tempe	5,000
4	Mesa USD	25,000
6	Washington	14,000
7	Wilson	3,000
8	Osborn	1,500
9	Wickenburg USD	2,500
11	Peoria USD	20,000
14	Creighton	6,000
17	Tolleson	2,000
21	Murphy	3,000
24	Gila Bend Usd	950
25	Liberty	3,500
28	Kryrene	4,500
31	Balsz	4,000
33	Buckeye	1,000
38	Madison	5,000
40	Glendale	10,000
41	Gilbert USD	43,000
44	Avondale	5,000
45	Fowler	1,000
47	Arilington	400
48	Scottsdale USD	10,000
49	Palo Verde	250
59	Laveen	3,200
60	Higley	7,000
62	Union	2,200
63	Aguila	550
65	Littleton	850
66	Roosevelt	17,400
68	Alhambra	4,000
69	Paradise Valley	20,000
71	Sentinel	200
75	Morristown	400
79	Litchfield	5,000
80	Chandler	20,000
81	Nadaburg	1,350
83	Cartwright	12,000
86	Mobile	100
89	Dysart USD	10,000
90	Saddle Mountain	2,700
92	Pendergast	10,000
93	Cave Creek	4,000
94	Paloma	100
95	Queen Creek Unit	4,000
97	Deer Valley	19,000
98	Fountain Hills	3,000

201	Buckeye Union	4,500
205	Glendale Union	10,000
210	Phoenix Union	14,000
213	Tempe Union	4,000
214	Tolleson Union	2,000
216	Agua Fria Union	8,500
	Maricopa County	35,000
	Daisy Mountain Fire District	3,500
	Buckeye Valley Fire	500
	Sun City Fire	3,000
	Sun City West Fire	3,000
	Sun Lakes Fire	1,200
	Rio Verde Fire	250
	Harquahala Valley FD	450
	Tonopha Valley Fire	200
	Circle City Fire	100
	Wittman Vol. FD	100
	Agulia Fire District	25
	Chandler County Island	480
	Gilbert County Island	295
	Tempe County	50
		420,800

	# of Lines	Rated	Current	Rec'd Financials	Exposure
">$10 to $25MM	7	6	5	0	49,500
">$5 to $10MM	7	4	4	0	37,950
>$3MM to <$5MM	9	3	2	0	73,900
>$1MM to <$3MM	16	3	4	0	104,400
<$1MM Schools	15	0	0	0	143,000
<$1MM Spec Dist	14	0	0	0	
	67			0	408,750

Maricopa County Treasurer Investments

Portfolio Summary Report

06/30/2010 - 129 Investments

Issue Type	Count	Par Value	Market Value	Book Value	YTM	DTM
BESD	4	$420,000.00	$420,000.00	$420,000.00	1.713095%	688
FAMCA	3	$80,000,000.00	$84,061,600.00	$84,855,250.00	2.857223%	380
FFCB	3	$87,835,000.00	$88,204,796.15	$88,001,017.76	1.748259%	1040
FHDN	11	$318,565,000.00	$318,565,000.00	$318,508,381.18	0.117781%	17
FHLB	21	$478,070,000.00	$479,162,104.30	$478,093,954.00	1.543316%	861
FHLMC	25	$685,870,000.00	$688,087,400.85	$686,213,805.46	1.897451%	921
FMCDN	3	$68,000,000.00	$68,000,000.00	$67,985,855.55	0.133927%	13
FNDN	9	$333,800,000.00	$333,800,000.00	$333,742,738.89	0.108975%	14
FNMA	34	$980,620,000.00	$983,702,172.60	$983,678,874.62	1.957966%	936
HUSD	2	$895,000.00	$895,000.00	$895,000.00	2.412291%	1291
SMSD	4	$2,000,000.00	$2,000,000.00	$2,000,000.00	3.500000%	938
TBill	10	$428,000,000.00	$427,991,940.00	$427,907,043.34	0.143918%	6
Report Totals:	**129**	**$3,464,075,000.00**	**$3,474,890,013.90**	**$3,472,301,920.80**	**1.297851%**	**606**

	A	B	C	D	E
1	DEPARTMENT	ADDRESS		DAILY	WEEKLY
2				PICKUP	PICKUP
3					
8	SUPERIOR COURT	111 S 3RD AVE		1	
9	MARICOPA COUNTY RECORDER	111 S 3RD AVE			
10	CLERK OF THE CRT PROBATE	125 W WASHINGTON		1	
11	CLERK OF THE COURT SURPRISE	14264 W TIERRA BUENA		1	
12	HASSAYAMPA JUSTICE COURT	14264 W TIERRA BUENA		1	
13	CLERK CRT LAKE PLEASANT	14264 W TIERRA BUENA		1	
14	LAKE PLEASANT JUSTICE COURT	14264 W TIERRA BUENA		1	
15	MANISTEE JUSTICE COURT	14264 W TIERRA BUENA		1	
16	NORTH VALLEY JUSTICE CT	14264 W TIERRA BUENA		1	
17	MARICOPA LIBRARY SURPRISE	16089 BULLARD AVE			1
18	CLERK OF THE COURT S/E JU	1810 S LEWIS		1	
19	NORTH MESA JUSTICE COURT	1837 S MESA DR		1	
20	CLERK OF THE CRT N/E	18380 N 40TH ST		1	
21	DREAMY DRAW JUSTICE COURT	18380 N 40TH ST		1	
22	MARICOPA COUNTY D.R. JC	18380 N 40TH ST		1	
23	NORTHEAST REG COURT CENT	18380 N 40TH ST		1	
26	KYRENE JUSTICE COURT	201 E CHICAGO ST		1	
27	SAN MARCOS JUSTICE COURT	201 E CHICAGO ST		1	
28	SAN TAN JUSTICE COURT	201 E CHICAGO ST		1	
29	UNIVERSITY LAKES J/COURT	201 E CHICAGO ST		1	
30	CLERK OF THE COURT DOWN/T	201 W JEFFERSON		1	
31	WEST MESA JUSTICE COURT	2050 W UNIVERSITY		1	
34	MC LIB QC	21802 S ELLSWORTH RD			1
35	CLERK OF THE COURT S/E MESA	222 E JAVELINA		1	
36	MARICOPA COUNTY IND S.C.	2445 W INDIANOLA		1	
37	MARICOPA CTY ADULT PRO BC	2445 W INDIANOLA		1	
38	MARICOPA COUNTY PRO S.C.	245 N CENTENNIEL WAY		1	
39	MARICOPA CTY ADULT PRO PS	245 N CENTENNIEL WAY		1	
40	USE CODE MCPSC/PROBATION SVC	245 N CENTENNIEL WAY		1	
41	MARICOPA COUNTY LIBRARY PV	2700 E CENTRAL AVE			1
42	COUNTY TREASURER	301 W JEFFERSON		1	

	A	B	C	D	E
43	MARICOPA COUNTY SHEA S.C.	3101 E SHEA		1	
44	MARICOPA CTY ADULT PRO NP	3101 E SHEA		1	
45	CLERK OF SUP CRT DURANGO	3131 W DUARANGO		1	
46	MARICOPA CCTY ADULT PRO SD	8230 E BUTHERUS DR		1	
47	MARICOPA COUNTY HAYDN S.C.	8230 E BUTHERUS DR		1	
48	MARICOPA COUNTY ADULT PRO SC	3220 W GIBSON LN		1	
49	CLERK OF THE SUP COURT	333 W HATCHER		1	
50	MARICOPA COUNTY A..PR. S.C	3355 W DURANGO		1	
51	MARICOPA CTY ADULT PRO DU	3355 W DURANGO		1	
52	MARICOPA CTY ADULT PRO S.C.	3535 S 7TH ST		1	
53	MARICOPA CTY ADULT PRO SP	3535 S 7TH ST		1	
54	MARICOPA ANTHEM LIBRARY	40410 N GALVIN PEAK PK			1
56	MARYVALE JUSTICE COURT	4622 W INDIAN SCHOOL		1	
57	EAST MESA JUSTICE COURT	4811 E JULEP		1	
58	MARICOPA CO AIR QUALITY	501 N 44TH ST		1	
60	MARICOPA COUNTY HIGHLAND	55 E CIVIC CENTER DR		1	
61	CLERK OF THE COURT LICEN	601 W JACKSON		1	
62	CLERK OF THE CRTS PUB REC	601 W JACKSON		1	
63	CLERK OF THE COURT RMC/LS	601 W JACKSON		1	
64	ARCADIA BILT JUST CRT	620 W JACKSON		1	
65	ENCANTO JUSTICE COURT	620 W JACKSON		1	
66	MARICOPA COUNTY S COURT	620 W JACKSON		1	
67	MARICOPA CTY ADULT PRO DT	620 W JACKSON		1	
68	SOUTH MOUNTAIN JUSTICE COURT	620 W JACKSON		1	
69	WEST MCDOWELL JUSTICE COURT	620 W JACKSON		1	
70	MARICOPA COUNTY GLEN S.C.	6655 W GLENDALE		1	
71	MARICOPA CTY ADULT PRO WR	6655 W GLENDALE		1	
72	MARICOPA COUNTY LIBRARY X	775 N GREENFIELD			1
74	AGUA FRIA JUSTICE COURT	9550 W VANBUREN		1	
75					
76					
77					
78	Duplicate addresses indicate multiple pickups at the same address.				

LOCATIONS	Requested Service Days (i.e., M-F)	Requested Service per day (i.e., 2 pickups)	Requested Service times (i.e., 11 a.m.)
Clerk Of The Court:			
201 West Jefferson	Monday thru Friday	1 pick-up/day	After 2:00 p.m.
Phoenix, Arizona			
3131 West Durango	Monday thru Friday	1 pick-up/day	After 2:00 p.m
Phoenix, Arizona			
125 West Washington	Monday thru Friday	1 pick-up/day	After 2:00 p.m
Phoenix, Arizona			
1810 South Lewis Drive	Monday thru Friday	1 pick-up/day	After 2:00 p.m
Phoenix, Arizona			
1810 South Lewis Drive	Monday thru Friday	1 pick-up/day	After 2:00 p.m
Phoenix, Arizona			
3355 W Durango	Monday thru Friday	1 pick-up/day	After 2:00 p.m
Phoenix, Arizona	* Multiple Stops		
222 East Javalina	Monday thru Friday	1 pick-up/day	After 2:00 p.m
Phoenix, Arizona			
County Treasurer:			
301 West Jefferson, suite 100	Monday thru Friday	1 pick-up/day	Late afternoon
Phoenix, Arizona			
2051 West Warner	N/A	N/A	N/A
Chandler, Arizona			
4811 East Julep #128	Monday thru Friday	1 pick-up/day	N/A
Mesa, Arizona			
4109 North 12th Street	N/A	N/A	N/A
Phoenix, Arizona			
One West Madison	N/A	N/A	N/A
Phoenix, Arizona			
6830 North 57th Drive	N/A	N/A	N/A
Glendale, Arizona			

4622 West Indian School	Monday thru Friday	1 pick-up/day	N/A
Phoenix, Arizona			
10255 North 32nd Street	N/A	N/A	N/A
Phoenix, Arizona			
11601 North 19th Avenue	N/A	N/A	N/A
Phoenix, Arizona			
7420 West Cactus Road	N/A	N/A	N/A
Peoria, Arizona			
One West Madison	N/A	N/A	N/A
Phoenix, Arizona			
1837 South Mesa Drive	Monday thru Friday	1 pick-up/day	N/A
Mesa, Arizona			
1845 East Broadway	N/A	N/A	N/A
Tempe, Arizona			
9550 West Van Buren	Monday thru Friday	1 pick-up/day	N/A
Tolleson, Arizona			
122 North Country Club	N/A	N/A	N/A
Mesa, Arizona			
527 West McDowell Road	N/A	N/A	N/A
Phoenix, Arizona			
3629 Civic Center	N/A	N/A	N/A
Scottsdale, Arizona			
217 East Olympic Drive	N/A	N/A	N/A
Phoenix, Arizona			
5222 W Glendale Ave	N/A	N/A	N/A
Glendale, Arizona			
Superior Court:			
111 South Third Avenue	Monday thru Friday	1 pick-up/day	N/A
Phoenix, Arizona, Third Floor			
3101 East Shea	Monday thru Friday	1 pick-up/day	N/A
Phoenix, Arizona	* Multiple Stops		

723 West Dobbins	N/A	N/A	N/A
Phoenix, Arizona			
700 East Jefferson	N/A	N/A	N/A
Phoenix, Arizona			
4520 North Central Avenue	N/A	N/A	N/A
Phoenix, Arizona			
6655 West Glendale	Monday thru Friday	1 pick-up/day	N/A
Glendale, Arizona	* Multiple Stops		
3200 North Hayden #165	N/A	N/A	N/A
Scottsdale, Arizona			
245 N Centennial Way 2nd Fl	Monday thru Friday	1 pick-up/day	N/A
Mesa, Arizona	* Multiple Stops		
Library District:			
17811 North 32nd Street	N/A	N/A	N/A
Phoenix, Arizona			