

**Request for Proposal (RFP)**

**24-19-TRE-01**

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**Submission Deadline**

**Friday, March 15, 2024**

**4:00PM Local Time**

**Prepared by Cochise County**

**Procurement Department**



**On behalf of the Cochise County**

**Treasurer's Office**

**For Banking Services**

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## 1.0 INTENT

Cochise County (“County”) issues this Request for Proposal (“RFP”) to obtain competitive vendor pricing in the open market for the completion of Banking services, in compliance with A.R.S. §41-2534 concerning competitive sealed proposals (bidding). This solicitation may result in an award to a single vendor, however, the County reserves the right to award to multiple vendors, if determined to be in the best interest of the County.

The County hereby invites competent vendors to submit proposals. Submissions received before the closing deadline will be evaluated in accordance with Section 8.0 – Evaluation Criteria (below). Submissions should include only pricing and relevant information pertaining to Section 8.0 – Evaluation Criteria. All documentation and data submitted by any vendor shall be in accordance with section 5.0 – Preparation of Response/Required Content and will be handled in accordance with the Arizona State Statutes applying to Library, Archives and Public Records.

This solicitation includes additional documentation specific to this requirement. See any attached documents for examples of the additional requirements and specifications. The County expects any potential contractors to adhere to the outlined requirements and specifications throughout the life cycle of this requirement and shall enforce standards, terms and conditions contained within any documentation within this solicitation and any supporting documents. Any deviations from these requirements must be specifically outlined within the submission and an alternate must be proposed.

**The preferred method of communication is through the County e-procurement website:**  
<https://cochise.bonfirehub.com>.

**Inquiries can also be made via email to the following personnel:**

**Anne Coppola**  
**Contracts Administrator**  
**Cochise County Procurement Department**  
**1415 Melody Lane, Bldg. C**  
**Bisbee, AZ 85603**  
**Office: (520) 432-8394**  
[ACoppola@cochise.az.gov](mailto:ACoppola@cochise.az.gov)

**Do not contact any other County departments or other County staff directly.** Information provided by personnel other than the above contact may be invalid, and proposals that are submitted in accordance with such information may be declared non-responsive.

## **2.0 SCOPE OF WORK**

The Contractor shall provide all labor, materials, transportation, and technical expertise needed to successfully accomplish the required work outlined within Attachment 2 – Scope of Work to the County’s satisfaction.

## **3.0 PURPOSE**

The County, through this solicitation, requests that vendors submit proposals for the work to be completed in section 2.0 - Scope of Work. The County is not required to make an award based on any information contained within this solicitation. However, the County does anticipate that it will award to the most responsive and responsible firm that best meets the County’s needs. The evaluation criteria will be based on “Best Value”, and these criteria may, but will not be limited to, pricing and other relevant factors as outlined within section 8.0 – Evaluation Criteria.

## **4.0 APPROVAL**

No award will be made to any vendor without prior approval from the Cochise County Board of Supervisors. The County reserves the right to advertise and process this solicitation up to the time of award and makes no promises or guarantees of an award to any vendor without prior approval from the Cochise County Board of Supervisors.

## **5.0 PREPARATION OF RESPONSE – REQUIRED CONTENT**

Each response to this solicitation will be considered a proposal submission and shall contain the requested information, as outlined within this document and its attached documents. Failure to meet all of the specifications and requirements may result in rejection of your submission or an unsuccessful offer. Additional information may be provided but should be succinct and relevant to the requested information contained within this solicitation, and should not include pricing data, unless relevant to the requested documentation required herein. Excessive and/or extraneous information will not be considered favorably.

### **5.1 All submittals shall, in the order given, and contain the following elements:**

- A. Appendix A – Vendor Response Cover Letter - This document shall be filled out in its entirety and signed by an authorized agent of the Firm;
- B. Technical Proposal – A report which outlines the vendors ability to fulfill the requirements of both Section 2.0 – Scope of Work and Attachment 2 – Scope of Work and the ability to address:
  - a. Responsiveness for work to be completed;
  - b. Ability to provide services, as outlined within this solicitation and its attachments;
    - i. Based on answers and information provided in response to section 5.2 Proposal Structure
  - c. Earnings potential and funds availability;
  - d. Experience and continuity of Vendor and its Banking Officials; and
  - e. Credit worthiness of Vendor
- C. Past Performance – A summary and chronological listing of previous experience/past performance that is relevant and recent (within the last 5 years) that will outline the vendors previous experience in performance of related work.

## 5.2 Proposal Structure

For convenience of review, please structure the proposal as follows:

The County will evaluate the proposals on a cost and earnings potential basis and both a fee and compensating balance basic for compensation will be considered. The County requires the ability to change from one to the other form of compensation on thirty (30) days written notice throughout the contract period to recognize earnings made possible by changes in interest rates.

All item and account charges as designated on Attachment 8.1.3 will remain at the proposal price quoted for the duration of the initial three years of the contract period regardless of changes in service volumes during the period. Should new services be required during the contract period not contemplated by this RFP those services will be provided not more than the bank's then- current published rate. The current accounts, their use, and historical balance are outlined in Attachment 2 - Scope of Work.

### 5.2.1 Institution's Qualifications and Experience

In order to fulfill the County's fiduciary responsibility to protect public funds, each bank submitting proposals shall provide in response to this item:

- a. audited financial statements for the most recent fiscal year, which will be kept confidential and will not be available for public inspection, and
- b. the bank's CRA rating (please note rating agency).

5.2.1.1 Provide the bank's most recent Sheshunoff, Veribanc, or credit rating (senior and subordinate debt) from independent rating services. The bank shall be responsible for notifying the County of any change in this rating during the entire contract period.

5.2.1.2 Describe the bank's approach to satisfying the County's banking and customer service needs especially as regards the remote processing of deposits in the service area.

5.2.1.3 List references from three of the bank's current, comparable governmental clients. Include a contact person, their title and telephone number.

5.2.1.4 Provide the proposed timeline for implementation of the contract including activities and responsibilities of the County and the bank.

5.2.1.5 Provide a copy of all agreements (even if not directly referenced in this RFP) which will be required to be executed under the contract for the services listed. Any required modifications to these agreements will be agreed upon before award of contract.

### 5.2.2 Key Personnel

Identify the capability of the firm to perform and manage the account(s) both technically and administratively. Include the following:

- An organization chart specific for the project. Identify all key account personnel, their function, experience, and work locations and that of all proposed subcontractors.
- Provide a short bio and qualifications for the primary account executive to be used for the account along with his/her backup.
- Provide copies of proof of any necessary licensing or certification for all personnel who will be working on this account.
- Indicate the time period prior to award that all key personnel will be available as proposed and the likely staff assignments if the award is delayed past the stipulated period.

Cochise County shall have the option of checking references and may request the substitution of key staff members prior to the start of the project, or as deemed necessary by the County to ensure proper expertise and timely service.

### 5.2.3 Methodology: Answer in detail the following questions.

#### 5.2.3.1 Account Structure and General Information:

1. What is the institution's time schedule for mailing or deliveries of insufficient funds notices and return items to customers?
2. Does the institution intend to discontinue offering any of the services identified in the Request for Proposal during the specified term of the contract? If yes, fully describe the circumstances including the anticipated date for elimination. List the options that will be available to provide for this service.
3. Does the institution have current plans to add or remove branches within the County during the specified term of the contract? If so, which branches are involved and where would new branches be located? What level of service should be available?
4. Has the firm entered into an agreement to merge with another financial institution or other business entity? If yes, please provide planned dates of merger, identify counterparties involved, and indicate which entity will be merged or absorbed. What effect will this merger have on the level of services provided to the County? Will there be any change in location for services provided? Where will the headquarters be located?
5. What is the institution's basis for charging for cash deposited?
6. Does the bank have an availability policy differing from the published availability schedule?
7. What is the deposit cut-off time to assure same day ledger or collected credit?
8. Is the deposit slip number included on the monthly statement?
9. When are credit/debit advices sent to the County?
10. What type deposit bags are proposed/required? Are they provided by the bank?
11. What internal security measures are used on deposits? (dual custody, etc.)
12. Does the bank provide expedited availability on deposits?
13. If provisional credit is given on deposits, when does verification occur?
14. Include a list of all deposit and night deposit locations.
15. Does the bank have stale date control on checks and warrants?

#### 5.2.3.2 ACH Capabilities

1. Describe the institution's methods for processing ACH transactions and identify the deadlines for processing these transactions.
2. What is the institution's policy on pre-notification? Are pre-notes charged as standard ACH transactions singly and in a mixed file?
3. What transmission methods are required?
4. What is the process for ACH stop payments and/or corrections once the ACH file has been sent to the institution?
5. When would the direct deposit ACH file have to be received by the institution in order to have funds available to participating employees on Thursdays of payroll week? Indicate specific date and time information when identifying deadlines.
6. Does the institution have a backup plan in place in order for the County to meet ACH file transmission deadlines in the event of a system problem or failure? Has the backup plan been tested and used?
7. Does the institution provide for ACH processing of vendor payments? If so, describe the process.
8. Does the institution currently utilize ACH for second presentments of NSF received checks?

#### 5.2.3.3 Standard Deposit and Collection Services

The County anticipates the need for standard collection and disbursement services. The County is interested in exploring the possibility of remote capture of checks.

#### 5.2.3.4 Addition of New Accounts

The County may be required or may desire to open additional accounts or change accounts during the contract period. Any new accounts shall be charged at the same contracted amount.

#### 5.2.3.5 Monthly Analysis Reporting and Service Charge

The servicing bank's monthly statement shall provide, at a minimum, the following information on each account and on a total account basis: average daily ledger balances, average daily collected balances, daily average float, FDIC rate, earnings allowance, and detail transaction volumes and prices. Include a sample monthly analysis with the proposal response.

1. When are the institution's account analysis statements available?
2. Provide a sample account analysis form.

#### 5.2.3.6 Deposit Collateral Requirements

Describe the method of calculation of the required amount of collateralization, provide a list of all accounts covered under the pledged collateral and specify the report form used including all authorized signatures.

1. Collateral must be held in an independent third party bank outside the bank's holding company.
2. All deposits will be collateralized at 101% of principal plus accrued interest at all times, excluding FDIC insurance.
3. The bank will be contractually responsible for the continuous monitoring and maintaining of collateral margin requirements.
4. Pledged collateral will be evidenced by original safekeeping receipts/report sent directly to the County by the custodian and the County will receive a report of collateral pledged including description, par, market value and CUSIP monthly.

5. Substitution rights will be granted if the bank obtains the County's prior approval and if substituting securities are received before previously pledged securities are removed from safekeeping.
6. The bank shall execute a tri-party safekeeping agreement with the County and the safekeeping bank for custody of pledged securities in full compliance with FIRREA not less than five days before commencement of the contract.

#### 5.2.3.7 Armored Car Services: Cochise County requires armored car service for cash deposits

1. What time is the deposit received by the bank from the armored car? When are deposits credited to the County account?
2. Does the institution's designated vault have specific requirements for deposits delivered by a third party? If so, what are those requirements?

#### 5.2.3.8 Merchant Credit Card Services

1. Describe the institution's automated settlement process.
2. Does the institution accept debit card payments as part of its merchant credit card services?
3. What terminals or equipment would be necessary to process credit card and/or debit card transactions through the institution? What setup time is required for the equipment? Are there any start-up fees? Is training available for use of the equipment? Indicate the fees or service charges for use of any required equipment on the fee schedule.
4. Would one designated contact person be assigned to handle the County's merchant credit card services and all concerns, inquiries, and research requests? If so, indicate the name, phone number, and availability of that person and a backup point of contact.
5. If no designated contact person would be assigned to the County's merchant credit card services, how would customer declines, vendor disputes, and research inquiries be handled by the institution?
6. Does the institution's merchant services' processing have the ability to accept transaction from all financial institutions such as credit unions and savings and loan organizations? If no, describe any limitations.

#### 5.2.3.9 Investment

1. Describe the institution's trade settlement process, including trade settlement deadlines (in Arizona time) and the procedures in place to ensure compliance with the County's Investment Policies and Procedures and Trading resolution.
2. Would one designated contact person be assigned to handle the County's investment activity and all concerns, inquiries and settlement issues? If so, indicate the name, phone number, and availability of that person and a backup point of contact.
3. If no designated contact person would be assigned to handle the county's investment activity, how will concerns, inquiries, and settlement issues be handled by the institution?

#### 5.2.3.10 Securities Clearance and Safekeeping Services

1. Describe the institution's trade settlement process, including trade settlement deadlines (in Arizona time) and the procedures in place to ensure compliance with the County's Investment Policies and Procedures and Trading resolution.
2. Would one designated contact person be assigned to handle the County's investment activity and all concerns, inquiries and settlement issues? If so, indicate the name, phone number, and availability of that person and a backup point of contact.

3. If no designated contact person would be assigned to handle the county's investment activity, how will concerns, inquiries, and settlement issues be handled by the institution?

#### 5.2.3.11 Imaging of Checks and Warrants

1. Describe the optical imaging process, including detailed information in imaging deposit items, and the frequency and availability of the data to the County. Are images on line as well as on CD? How long are images maintained on line? Provide screen prints of layouts and available on- line options.
2. When is the CD of imaged items available to the County after month end?
3. What software is required in order to view the CD images? What are the hardware requirements for the software? What search capabilities are available for viewing imaged items?
4. Does the institution have a warehousing capability to store the County's cancelled checks? If so, please describe the process including availability and retention rates.

#### 5.2.3.12 Online Banking Capabilities

1. Describe the financial institution's electronic reporting capabilities. Is this through the Internet? Describe its capabilities, system requirements, and provide sample reports.
2. When is the information available to the County? Is one- and two-day float information available? Is intra-day as well as prior day information available online?
3. Describe all services and information types available on-line such as stop payments and initiating wire transfers. Include all limitations, security provisions, and downtime information.
4. What time is prior day information available to the County?
5. Does the system provide full trailer information on line?
6. Does the institution have a long-term plan or strategy for technology?
  - a. If so, describe the overall plan.

#### 5.2.3.13 Positive Pay and Account Reconciliation Services

If positive pay is required by the bank or requested by the Treasurer, it must be understood the Cochise County specials districts are not online computerized with the Treasurer and therefore, their issue information is not available.

1. Does the institution provide partial and full reconciliation services? If so, please describe the process and all system requirements, including file format and file conversion requirements.
2. Are reconciliation services available online?
  - a. If so, provide sample reconciliation reports.
3. What is the bank's liability policy for fraudulent checks if the County does not use the service?
4. Describe the bank's positive pay (advance reconciliation) services.
5. Can the County input individual checks on-line?
6. Are teller checks verified against the file? How often is teller information updated?
  - a. If not, teller verified, what is the process, liability, and security on OTC transactions?
7. How is exception information reported to the County? Online? Otherwise?
8. What time are exceptions reported to the County and what time is a response required?
9. What are the available default dispositions for payment or return?

#### 5.2.3.14 Overdrafts

Every effort will be made to eliminate aggregate daylight or overnight overdrafts.

State the bank's policy on aggregation of account balances for overdraft calculation.

#### 5.2.3.15 Positive Pay and Account Reconciliation Services

If positive pay is required by the bank or requested by the Treasurer, it must be understood the Cochise County special districts are not online computerized with the Treasurer and therefore, their issue information is not available.

1. Does the institution provide partial and full reconciliation services?
  - a. If so, please describe the process and all system requirements, including file format and file conversion requirements.
2. Are reconciliation services available online? Provide sample reconciliation reports.  
What is the bank's liability policy for fraudulent checks if the County does not use the service?
3. Describe the bank's positive pay (advance reconciliation) services.
4. Can the County input individual checks on-line?
5. Are teller checks verified against the file?
  - a. How often is teller information updated?
  - b. If not teller verified, what is the process, liability, and security on Over-the-Counter (OTC) transactions?
6. How is exception information reported to the County? Online? Otherwise?
7. What time are exceptions reported to the County and what time is a response required?
8. What are the available default dispositions for payment or return?

#### 5.2.3.16 Overdrafts

Every effort will be made to eliminate aggregate daylight or overnight overdrafts.

State the bank's policy on aggregation of account balances for overdraft calculation.

#### 5.2.3.17 Company Banking

Describe any program the bank has in place to benefit the employees of the County, including services provided and applicable fees to the County or the employee.

#### 5.2.3.18 Clerk of the Superior Court Services

Describe how services will be provided for the Clerk of the Superior Court.

#### 5.2.4 Schedule

Provide a proposed schedule for execution of the work within the overall time frame specified. It shall clearly demonstrate the required phasing of the work. Include regularly scheduled meetings with the County's Authorized Representative(s) for review of work in progress.

#### 5.2.5 Price Proposal

Provide a detailed listing of all fees for the services listed in Section 4.0 Methodology and all services described in the Scope of work.

### 6.0 SUBMISSION INSTRUCTIONS

- 6.1 Vendors interested in submission for this requirement shall register at the County's e-procurement HUB located at the following link:

<https://cochise.bonfirehub.com/portal/?tab=login>

- 6.2 Submissions for this solicitation shall be made online at the following link:

<https://cochise.bonfirehub.com/portal/?tab=openOpportunities>

- 6.3 Faxed and hard copy submissions will not be accepted.
- 6.4 Submissions delivered to any location, electronically or otherwise, other than the above will not be considered duly delivered. The County shall not be responsible for re-routing submissions delivered to a person or location other than as specified above.
- 6.5 All submittals, whether selected or rejected, shall become the property of the County and will not be returned.
- 6.6 The County reserves the right to waive minor defects and/or irregularities in submittals and shall be the sole judge of the materiality of any such defect or irregularity. Further, the County reserves the right to contact vendors regarding any ambiguities it considers to be major, and for the respondent of any such defected submission to correct and resubmit, with or without, any extension to the offer due date.
- 6.7 The County reserves the right to open negotiations with all vendors which have been evaluated as most advantageous to the County's requirements. Additionally, the County reserves the right to clarify errors or omissions in order to gain further information, or correct minor ambiguities within the offer.

## **7.0 FEDERAL REGULATORY REQUIREMENTS**

Prior to the award of any contract including Federal grant money, vendors must be registered with the Federal System for Award Management (SAM) at [www.SAM.gov](http://www.SAM.gov), and remain active during the life of the Project. Vendors must not be debarred at any time during the life of the contract. If vendors become debarred at any point during the life of the contract, the County reserves the right to cancel the contract for cause, upon issuance of a modification for termination.

## 8.0 EVALUATION CRITERIA

The County will use the following evaluation criteria to determine whether a firm can meet the County's needs. An evaluation committee will score each firm. The Evaluation Committee will be composed of the Procurement Department and Cochise County Treasurer's Office. The maximum possible score is 100. Scoring will be broken down according to the importance of the criteria, and by own scoring weights, as assigned below.

- Pricing (a total of 25 possible points)
  - Base Year (3-year period) (15 points)
  - Option Year 1 (5 points)
  - Option Year 2 (5 points)
- Technical Ability (a total of 70 possible points)
  - Responsiveness and abilities to provide required services (25 points)
    - Based on answers and information provided in response to section 5.2 Proposal Structure
  - Earnings potential and funds availability (15 points)
  - Experience and continuity of Vendor and its Bank Officials (10 points)
  - Credit worthiness of Vendor (10 points)
- Past Performance (a total of 5 possible points)

## 9.0 SELECTION PROCEDURES

Responsive submissions will be reviewed only on a firm's ability to meet the minimum requirements outlined in section 2.0 – Scope of Work and any relevant attachments, and weighing the information provided by the vendor as outlined in Section 5.0 – Preparation of Response – Required Content, against Section 8.0 – Evaluation Criteria. The Evaluation Committee will select those vendors who score above 80 points on the evaluation of their proposal, in order to open negotiations. Vendors who score less than 80 total points, but above 50 may still be considered for award, upon written determination of the Procurement Department. Vendors scoring less than 50 points will not be considered and will be deemed as unqualified for award.

The County reserves the right to reject any or all submissions, to waive minor irregularities in said submissions, or to negotiate minor deviations with the successful firm. Any submissions which are not submitted by the date and time specified within this RFP will be considered late. Late proposals may be used by the County, if the Evaluation Committee determines, in writing, accepting the late technical proposal will be in the best interest of the County.

## 10.0 ATTACHMENTS

The following documents are attached to this solicitation and all information contained within shall be as if it were written directly into this solicitation:

- Attachment 1 – Terms and Conditions
- Attachment 2 – Scope of Work
- Appendix A – Vendor Submission Form

**11.0 AUTHORITY**

The undersigned personnel are authorized to release the information contained within their submittal and has the authority to contractually bind and enter into agreements for their firm. All information submitted by the Firm shall conform to the requirement as outlined out by this solicitation, its attachments and/or appendices, unless otherwise proposed to the County, as mutually agreed.

**VENDOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Firm Name