

## COOPERATIVE PURCHASE CONTRACT

Contract No. 2022-47

This Cooperative Purchase Contract ("Contract") is made and entered into this 17th day of December, 2021 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City"), and Wells Fargo Bank, N.A. ("Contractor").

### RECITALS:

- A. Contractor has a Cooperative Purchasing Agreement (#820-01-030) which was procured by Navajo County to supply materials and/or services ("Agency Contract"), and was awarded through a competitive and open procurement process; and
- B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract pursuant to Arizona law.

### AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Services Purchased: Contractor shall provide to City the banking and treasury management services, as specified in the Agency Contract, attached hereto as Exhibit A. A general description of services being purchased is:

#### **Bank Servicing**

2. Payment: Payment to the Contractor for the materials and or services provided in an amount not to exceed forty thousand dollars **(\$40,000.00) including other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Contract.

Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract are incorporated in and shall apply to this Contract as though fully set forth herein. Notwithstanding the above, as the Agency Contract allows pricing on the Contract to be customized as a result Navajo County's acceptance of Wells Fargo Bank N.A.'s Response to Request for Proposal for Bank Servicing Agreement, the pricing for the Contract is set forth in Exhibit B. For the avoidance of doubt, the Contract will not be affected by any subsequent amendments to or termination of the Agency Contract, which will be applicable solely to the relationship between Navajo County and Contractor. Any subsequent amendment or modification to the Contract must be made in accordance with the terms hereof and would be subject to any applicable restriction or limitation under applicable law. For the sake of clarity, the parties acknowledge that the document that is referred in Section 1 of the Agency Contract as "Bank Services Agreement, Contract, # 820-01-30" is attached as Exhibit C to the Contract and is described as "Bank Servicing Agreement".

3. Certificates of Insurance: All insurance provisions, as attached to the Agency Contract in the Certificates of Insurance, shall apply, including any requirement to name the City as an additional insured.
4. Term: This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until June 30, 2023 with the option to renew for two (2) one-year extensions on the mutual consent of City and Contract, unless sooner terminated by City or by Contractor in writing, in accordance with the terms of the Agency Contract.

Wells Fargo Bank, N.A.

By: Stephany Slider

Title: Vice President

CITY OF FLAGSTAFF

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

Title: Greg Clifton, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

**EXHIBIT A**  
**AGENCY CONTRACT & SCOPE OF WORK**

The Scope of Work for the Bank Servicing Cooperative Purchase Contract can be found in the Navajo County RFP: 820-01-030) and Wells Fargo Bank N.A.'s Response to Request for Proposal for Bank Servicing Agreement (including Appendix).

**Attached:**

Navajo County RFP: 820-01-030 (45 pages).

Wells Fargo Bank N.A.'s Response to Request for Proposal for Bank Servicing Agreement (including Appendix). (95 pages)

Eligibility for Cooperative Purchasing Form: (1 page)

Navajo County Contract with Wells Fargo: (7 pages)

Notices: All notices to City shall be sent to:

Liane Garcia  
Buyer  
Purchasing Department  
211 W. Aspen Ave.  
Flagstaff, Arizona 86001  
(928) 213-2279  
[lgarcia@flagstaffaz.gov](mailto:lgarcia@flagstaffaz.gov)

All notices to Contractor shall be sent to:

Stephany Jordan-Slider  
Vice President/Principal Relationship Manager  
Wells Fargo Local Government Banking  
2410 S. Power Road  
Floor 01/ MAC#S3937-010  
Mesa, AZ 85209  
480-215-2969  
[stephany.jordan@wellsfargo.com](mailto:stephany.jordan@wellsfargo.com)

# NAVAJO COUNTY BANK SERVICES AGREEMENT (RFP)

**CONTRACT NUMBER: B20-01-030**

**NAVAJO COUNTY**

PO BOX 668  
Holbrook, AZ 86025

**BOARD OF SUPERVISORS**

Lee Jack, Sr., District I  
Jesse Thompson, District II  
Jason E. Whiting, District III  
Daryl Seymore, District IV  
Dawnafe Whitesinger, District V

**COUNTY MANAGER**

Glenn Kephart, P.E.

**CLERK OF THE BOARD**

Melissa Buckley



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**NAVAJO COUNTY**  
**NOTICE OF REQUEST FOR PROPOSALS**  
**RFP NO. B20-01-030**

**BANK SERVICING AGREEMENT**

The Navajo County Board of Deposits (Supervisors) and the Treasurer of Navajo County (“Treasurer”) are requesting proposals from qualified banks doing business in Arizona with at least one branch located in Navajo County to perform the duties of a servicing bank, which duties are outlined in this document. The servicing bank shall act as the principal depository and banking agent for the Navajo County Treasurer’s Office for the period of July 1, 2020 through June 30, 2023 with an option to renew for one (1) two-year extension on the mutual consent of the parties.

INTERESTED OFFERORS MAY OBTAIN A COPY OF THIS SOLICITATION BY CALLING (928) 524-4100 OR MAY PICK UP A COPY OF THE PROPOSAL PACKAGE AT 100 W. PUBLIC WORKS DR., P.O. BOX 668, HOLBROOK, ARIZONA 86025 AT THE PUBLIC WORKS DEPARTMENT, OR MAY DOWNLOAD THE PACKAGE AT: <http://www.navajocountyaz.gov/Departments/Finance/Procurement>.

Competitive sealed proposals for the specified material or service shall be received by the Clerk of the Board of Supervisor’s Office, 100 East Code Talkers Drive, Holbrook, Arizona 86025, until the time and date shown below. Proposals received by the correct time and date shall be publicly recorded. Navajo County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit amendments with the solicitation response may be grounds for deeming the submittal non-responsive.

Proposals must be in the actual possession of the Clerk of the Board of Supervisor’s Office at the location indicated, on or prior to the exact time and date indicated below. Late proposals shall not be considered. The official prevailing clock is located in the Clerk of the Board of Supervisor’s Office. Proposals shall be delivered to Navajo County at the place, time and date indicated on the RFP.

Proposals must be submitted in a sealed envelope. The **RFP number** and the **proposer’s name and address** should be clearly indicated **on the outside** of the envelope. Failure to clearly indicate RFP number, name and address on the outside of the proposal package or envelope may be cause for the proposal to be deemed invalid. All proposals must be completed in ink or typewritten. Questions must be in writing and addressed to the Purchasing Agent listed below.

<b>RFP NUMBER:</b>	B20-01-030
<b>RFP DUE DATE:</b>	MARCH 31, 2020 AT 3:00 P.M. LOCAL AZ TIME
<b>PUBLIC OPENING DATE:</b>	MARCH 31, 2020 AT 3:15 P.M. LOCAL AZ TIME
	SUBMITTAL LOCATION: Clerk of the BOS Office
	100 East Code Talkers Drive
	Holbrook, Arizona 86025

<b>DIRECT WRITTEN QUESTIONS TO:</b>	Cheryl Hollins, Sr. Account Specialist
	(928) 524-4100
	<a href="mailto:cheryl.hollins@navajocountyaz.gov">cheryl.hollins@navajocountyaz.gov</a>

Holbrook Tribune  
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## 2.2 WARRANTS

2.2.1 The County currently uses encoded warrants. Regular, or “encoded warrants,” are computer produced, colored and micro-encoded in magnetic ink. We would like to encode warrants using HOP (High Order Prefix) in order to identify the Entity issuing the warrant. In addition, the extra encoding will reduce problems associated with overlapping warrant numbers. Servicing bank must explain how they will provide this service. The classifications we would like to include are:

<u>Classification</u>	<u>Warrant Use</u>
1.	Navajo County (1)
2.	Schools (17)
3.	Fire Districts (9)
4.	Community College (1)
5.	Public Fiduciary (1)
6.	Special Districts (9)

### 2.2.2 Encoded Warrant Processing

Encoded warrants shall be sorted and imaged by the servicing bank in sequence by type, year and warrant number and made available for electronic download via the internet using at least 128 bit SSL encryption:

2.2.2.1 The servicing bank shall provide daily detail of the warrants submitted to the bank for processing and provide the capability to the Treasurer’s office to download the warrants electronically to the Treasurer’s system on a daily basis in a manner that meets Treasurer’s specification for file compatibility and security. See EXHIBIT 1 for file layout. The transmission must meet the technical specifications necessary to be read by the Treasurer’s data processing equipment. When applicable, the Treasurer will transmit data via fax or electronically to the bank showing warrants that must be registered by 1:00 p.m. MST for the previous day’s warrants.

2.2.2.2 The warrants, transmittal listing and images must be made available, in warrant number sequence, to the Treasurer electronically, daily by 8:00 a.m. MST. Further, in the event of an Internet outage, the servicing bank must provide an alternate method for delivering the warrant listing and amount to the Treasurer. Once the outage is resolved, the e-file must be made available within one business day. (The Treasurer currently uses the “Infinity Visions Treasurer’s Ledger System,” but anticipates transitioning to a new ledger system during the initial contract term. The servicing bank must show the ability to adapt to the new Treasurer’s ledger system.)

2.2.2.3 The warrants are charged against one (1) clearing account; The Treasurer pays the bank, via wire transfer, book transfer or Treasurer’s check, prior to 3 p.m. MST each workday for the total warrants processed, less any registered warrants or “suspect items”.

- 2.2.2.4 The servicing bank must provide a dedicated contact individual(s) for researching banking issues especially with regard to warrants. The contact individual(s) must be available Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Arizona time.
- 2.2.2.5 The servicing 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.

## 2.2.3 Warrants

2.2.3.1 Warrants must be presented to the Treasurer for payment the following business day. The presentation must be electronic and sorted by political subdivision in numerical order. The Contractor must include Record Code, Cleared Date Warrant Number, and Amount Paid. Additional data may be required by the Treasurer. If the image submitted to the Treasurer is not legible, a readable copy must be provided at no additional cost. If a legible copy cannot be provided, then the warrant will not be considered properly presented and will not be paid. Credit must be provided to the treasurer for any missing warrants. Investments must be registered in Navajo County's name. A listing of all paid warrants in numerical order sorted by political subdivision, including a total of warrants paid by each political subdivision and a grand total of all warrant paid must be provided. A primary service representative must be located in Arizona and be able to resolve any discrepancies or facilitate resolution of any discrepancies within three working days. All investment transactions must be settled Delivery vs. Payment.

2.2.3.2 By statute (ARS§11-644) a check that is drawn by the County Treasurer in the Treasurer's official capacity or a warrant that is not presented for payment within one year after the date of issuance is void. Explain how the BANK will ensure that checks or warrants that are over one year old will not be debited to the accounts of Navajo County.

## 2.2.4 Use of Credit Line In Lieu of "Registered" Warrants.

Upon receiving notice of being selected as the servicing bank, the Treasurer will require the servicing bank to evaluate the creditworthiness of Navajo County and specific entities, including all Fire and School Districts, within the county applying to establish a line of credit, pursuant to A.R.S. § 11-604.01(A), the amount of which will be agreed upon between the Treasurer and the servicing 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. As monies are received for each District, the Treasurer will calculate the amount

available to pay down the Line of Credit. The Line of Credit is paid with the respective interest calculated at the lowest possible qualified rate.

The servicing bank will state its lowest possible rate for registering warrants and/or establishing Lines of Credit, according the Title 11, Chapter 4, Article 1, Arizona Revised Statutes.

Describe any and all fees associated with setting up lines of credit.

E-files of registered warrants stating warrant number, warrant amount, date redeemed and interest, is to be provided by the servicing bank to the Treasurer's Office monthly.

#### 2.2.5 **Current Lines of Credit Established**

Navajo County currently has a total commitment of approximately \$17,000,000 for twelve (12) entities utilizing a revolving credit line.

#### 2.2.6 **"Registered" Warrants**

If the warrants presented exceed the cash and credit available, then the warrant in excess will register (see A.R.S. 11-635, A.R.S. 11-604.01, and A.R.S. 15-996).

The servicing bank must be able to comply with the Arizona law for registered warrants and explain how they are in compliance with the statutes.

### 2.3 **BANKING ACCOUNTS**

The Treasurer currently administers over 20 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. Any unused credits shall carry forward to future analysis billing cycles. If hard dollar charges are issued in any application, those charges must be identified to the Treasurer's Office at no cost. The Treasurer's Office will verify the bank charges. Any discrepancies will be resolved with the bank prior to submitting payment.

Navajo County currently utilizes compensating balances to pay for the majority of its services. Indicate in your RFP how earnings credits are calculated. If hard dollar charges are issued in any application, those charges must be identified at no cost. The County would like the credits to accumulate monthly but the debits to settle monthly.

#### 2.3.1 **Overdrafts**

Warrant clearing accounts (see section 2.2.2.3) will have an anticipated negative balance as a result of one business day delay on the bank accepting the warrant and the Treasurer reimbursing the bank. No other fees, offsets, calculations or charges will be imposed on these negative balances. What is the Banks timeframe for notifying the Treasurer's office of insufficient funds and return items to customers?

### 2.3.2 Stop Payments

The Treasurer's office currently input stop payments 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.

### 2.3.3 Bank Balance Information

2.3.3.1 The bank must provide an electronic balance transaction reporting system, accessible by a secure on-line connection, which shall include access to all of the Treasurer's account information residing at the servicing bank. The servicing bank shall explain how long images are available for retrieval by the User on-line and the amount of time the data is stored in bank files.

2.3.3.2 Bank balances shall be available by 7:00 a.m. MST of each business day via the electronic data system.

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

2.3.3.4 The servicing bank shall provide on-line access to account balance reports, with debit and credit totals, DDA (Demand Deposit Account) cycled statements and account analysis statements with descriptions of the items on such statements.

### 2.3.4 Monthly Statements and Account Analysis

A monthly statement shall be prepared by calendar month and will be required to be submitted to the Treasurer by the 10th of the following month for all County accounts other than the daily statement of the servicing bank account. The monthly statement shall be available on-line by the first working day of the subsequent month. The Treasurer shall inform the servicing 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.

The Treasurer shall be provided with an account analysis within 15 days after the end of the month. The analysis must detail all activity levels and charges for all accounts covered by any resultant Contract. Any activity information that is not part of the Contractor's standard account analysis must be provided in a supplemental report form.

The account analysis statement must be presented electronically, downloadable in a PDF or an Excel spreadsheet, at no cost to the County.

The account analysis statement must include a consolidated report summary that shows the total activity levels and charges for all County accounts. The bank must provide sufficient details (such as item counts, rates, etc.) for all activity charges. The County and its representatives shall have the right to examine any records that support the account analysis charges.

### 2.3.5 Overnight Sweep

The County does not currently utilize an automatic overnight DDA Sweep with all collected funds in excess of a designated balance swept into an investment fund but is interested in this process. Describe the overnight sweep account offered by the BANK including overnight investment options available to maximize the County's potential earnings. Provide historical rates on your Sweep funds for the past 12 months. The County's average balance sweep is \$15 million.

**2.3.6 Conversion**

Describe the overall plan your financial institution would coordinate to ensure a smooth transition from the current provider (Wells Fargo can disregard) including on-site training for the operation and use of the BANK's services and automated systems.

**2.3.7 Positive Pay**

Navajo County is currently on Positive Pay and desires as part of the banking evaluation process to continue Positive Pay customers. One of the problems facing the County with regard to Positive Pay is the existence of Special Districts and small Fire Districts that are not on-line computerized with the Treasurer. Describe your Positive Pay services and include possible solution on how to deal with the entities that are not on-line.

**2.4 AUTOMATED CLEARING HOUSE ("ACH")**

The County requires that the successful BANK 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 servicing bank. The successful BANK 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.

**2.5 BUSINESS ACTIVITY SERVICES**

The servicing bank shall also provide the following services:

- 2.5.1 Cashier's checks, drafts, domestic and foreign payment orders upon request.
- 2.5.2 Research and resolution of discrepancies to the benefit of both parties. Respond to inquiries that concern the servicing account in a timely manner.
- 2.5.3 Coordinate the ordering and printing of all encoded warrants; the cost of which shall be applied against any earnings credit, at the Treasurer's discretion.
- 2.5.4 Replace damaged, lost, or temporarily misplaced items such as documents, cash items and/or data processing media and files.
- 2.5.5 Upon request of the Treasurer, MICR encode each deposit slip with a numerically sequenced number and electronically transmit the account number, deposit number, and amount to the Treasurer.

## 2.6 MINIMIZING “FLOAT”

The Treasurer desires to minimize the time deposited items that are held by the servicing 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 servicing bank describe the steps and procedures it will take to minimize this time period, otherwise known as the “float.” Additionally, describe the length of any “float” period. At a minimum, the following guidelines will apply:

- 2.6.1 For deposits of items drawn on the servicing bank, large checks (in excess of \$100,000), wire transfers, ACH deposits, cash, and coin deposits, funds shall be available on the same day.
- 2.6.2 For deposits of items drawn on any other financial institutions with branches in Arizona, funds shall be available on the next day.
- 2.6.3 For all other deposits, funds will be available based upon the most expedient Federal Reserve availability schedule.

## 2.7 ELECTRONIC PAYMENT VIA INTERNET (E-CHECKS/DEBIT CARDS)

As a convenience to taxpayers, and in recognition of the change in customs and practice regarding the payment of financial obligations, the Treasurer requires the ability to offer the taxpayers the capability to pay their property tax through the Internet (“on line”). Describe in detail the type of application your bank would use to accommodate this request along with the additional cost, if any, for such service. This service is to include payment by credit card, e-check, online bill-pay (ACH) and any other emerging technology that may be specifically suited toward this endeavor. The BANK will make available, in a timely manner, “dedicated” contacts for; programming, business technical support and other liaisons directly related to implementation of this service. The Treasurer’s dedicated technical liaisons will provide file layouts and record definitions as needed. (25-30 payments per day with an average of \$221.00 per transaction)

Option - Request servicing bank to provide separate P-Card (credit card) service pricing. This option is to provide P-Card service to Navajo County. The County currently uses Wells Fargo P-Cards. The County has approximately 500 P-Cards in current use with a yearly estimated usage of \$3.0M.

- Discuss and itemize all fees and costs related to the program that will be charged or withheld from the County, other agencies and vendors and how the fees will be collected.
- Rebates – Provide information on available rebates. Discuss if the County will receive rebates and the percentage of rebate offered. Offerors should state proposed percentages and on what dates(s) rebates will be paid to the County.
- Payment- Provide information on grace periods, how many days the County will have to process payments, any related fees and charges and penalties for late payments.

## 2.8 CREDIT CARD TRANSACTIONS

For convenience, many taxpayers desire to pay their property tax by credit card. The Treasurer is prohibited by statute from absorbing, or reducing, the amount of the property tax by the discount fee, or similar fee, charged by the credit card companies as consideration for the use of the credit card. As such, the servicing bank must be able to separately charge any requisite convenience fee imposed by a credit card company. As part of the RFP, state the maximum percent your bank would charge for such convenience fee. If this fee varies, be specific in the charges. Additionally, describe the manner by which such fee would be charged. Further, provide the discount rate the Credit Card Companies offer the BANK. At this time, Navajo County currently uses VitalChek for credit card transactions.

## 2.9 CURRENCY REQUIREMENTS

The servicing bank will be required to provide from time to time currency in amounts ranging from \$1,000 to \$5,000. The denominations will be specified at the time of the request. The servicing bank will be given twenty-four (24) hours notice whenever possible. The Treasurer will work closely with the security department at the servicing bank to outline precise procedures. The servicing bank will state the fees for this service.

## 2.10 COLLATERAL REQUIREMENTS

Collateralization will be required as per A.R.S 35-323.

This collateral may be required with same day notification. (The Treasurer will try to give the servicing 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.

## 2.11 WIRE TRANSACTIONS

2.11.1 The servicing bank shall provide on-line and optional voice (telephone), access for all outgoing wire transfers.

2.11.2 The servicing bank shall provide repetitive wire transfer capability for all on-line and voice transfers.

2.11.3 The servicing bank shall provide detailed on-line 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.

2.11.4 Internal bank and Federal reference number must be provided upon completion of outgoing wires. Serviceing bank must state whether there is

an option to modify and/or cancel outgoing future dated wires and book transfers.

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

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

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

## 2.12 **DIRECT DEPOSIT PAYROLL PROGRAM**

2.12.1 Servicing bank shall provide a mechanism for direct deposit for the County's payroll system and shall have the ability to provide similar services for schools, special districts and fire districts.

2.12.2 Does the Bank have current plans to add or remove branches within Navajo County?

## 2.13 **ARMORED CAR SERVICE**

If the Treasurer requires armored car service to the Office of the Treasurer all fees for such service shall be approved and agreed to by the Treasurer prior to being implemented. The servicing bank will contract for the armored car services and pass the charge to Navajo County as a soft dollar charge, however, in no event shall a separate charge be billed to the County, directly or indirectly, for multiple "pick-ups" or stops in the same building or at the same physical address. The Pick-up/Stop locations are: Navajo County Mogollon Complex, Heber, AZ; Pinetop/Lakeside Justice Court, Lakeside, AZ; Show Low Justice Court, Show Low, AZ; Snowflake Justice Court, Snowflake, AZ; Navajo County Government, Holbrook, AZ; Winslow Justice Court, Winslow, AZ. Does the Bank have current plans to add or remove branches within Navajo County?

## 2.14 **TECHNOLOGICAL REQUIREMENTS**

2.14.1 The servicing bank's technology must be compatible with the Treasurer's electronic data processing equipment and software. The servicing 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.

2.14.2 At the rate technology is growing and changing, Navajo 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 Navajo County. If at any time during the course of the contract, the Bank

incorporates new technology that will enhance the capability of Navajo County to serve the taxpayer, Navajo 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 BANK is unable to provide the County with advancements in technology that are available, Navajo County reserves the right to obtain this technology elsewhere.

2.14.3 In no event shall the servicing 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.

**2.15 IMAGING AT THE TREASURER'S OFFICE AND VARIOUS PAYMENT LOCATIONS**

The Treasurer desires to capture images of payment items as they are received and processed. As such documents are physically received by Treasurer's staff an image of each document should be electronically captured. The Navajo County Treasurer currently utilizes Creditron software and hardware for payment processing. Please discuss and evaluate how your institution can utilize Creditron or equivalent system to assist with the overall banking process. If your bank will provide the equipment necessary to capture these images, please describe the equipment in detail along with any extra charges which 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.

As an option, there may be other taxing districts, such as fire and school districts that may be interested in utilizing similar technology. The servicing bank should consider this option when addressing this issue.

**2.16 SERVICING MULTIPLE LOCATIONS**

Explain how the BANK will service all of the County's outlying locations; i.e., Heber, Show Low, Winslow, Snowflake, Holbrook, Pinetop and others.

**2.17 OPTION ON CHECKS POSTED**

Provide options for remote processing of deposits for the County and its outlying locations.

**2.18 OPTION TO PROVIDE AN AUTOMATIC TELLER MACHINE (ATM)**

Provide cost/fees to provide and service an ATM at the main Navajo County Complex in Holbrook, AZ. This will be serviced by and responsibility of the providing vendor.

**2.19 INVESTMENT TRANSACTIONS - TRUST AND CUSTODY**

Describe Investment services offered by the Bank (exclude overnight sweep already covered), include safekeeping services. Provide Investment Transactions pricing in Attachment D. The County currently has two (2) safekeeping accounts with approximately 250 transactions including security purchases at maturity and semi-annual interest)

## INSTRUCTIONS TO OFFERORS

1. **INQUIRIES:** There is no pre-bid conference scheduled. Any questions or request for explanation of the meaning or interpretations of the contract shall be submitted no later than **12:00 p.m. M.S.T., Monday, March 23, 2020** to allow a reply to reach all bidders before submission of their Bid Proposal. If the Department determines interpretations or explanations are warranted, the response will be issued as an addendum to the Proposal Form and will be published on the County website **by end of day on Thursday, March 26, 2020**. Written request(s) shall be directed to the contact identified in the "Notice of Request for Proposals." The Offeror shall not contact or ask questions of the department for whom the requirement is being procured. Any correspondence related to a solicitation should refer to the appropriate Request for Proposals number, page and paragraph number. However, the Offeror must not place the number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official proposal due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Request for Proposals amendment will be binding.
  
2. **PROPOSAL FORMAT:** One original and 3 copies (4 total) and a USB drive should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "Original" and shall be unbound and single-sided. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and shall include a minimum of the following sections: Price, Offer and Acceptance, Original RFP, Evaluation Criteria.** The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may be reason for a proposal to be deemed non-responsive and not considered. **Also, provide the submitted in an electronic PDF, Microsoft Word and/or Excel format – 1 copy.**
  
3. **PREPARATION OF PROPOSALS:**
  - A. All proposals shall be on the forms provided in this Request for Proposals package. It is permissible to copy these forms as required. Facsimiles, telegraphic proposals or mailgrams shall not be considered.
  - B. The offer and acceptance page shall be submitted with an original ink signature by the person authorized to sign the proposal. Proposal will be deemed non-responsive and rejected if offer page is not signed.
  - C. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the vendor offer.
  - D. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
  - E. Periods of time, stated as a number of days, shall be in calendar days.
  - F. It is the responsibility of all Offerors to examine the entire Request for Proposals package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date.
  
4. **WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit their Proposal to the Clerk of the Board of Supervisor's Office at the location indicated, or prior to the exact time and date indicated on the Notice of Request for Proposals page. The Offeror's proposal shall be presented in a sealed envelope. The words "SEALED PROPOSAL" with SERVICE DESCRIPTION, RFP NUMBER, DATE AND TIME OF PROPOSAL OPENING shall be written on the envelope.

5. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
6. **REQUEST FOR ADDITIONAL INFORMATION:** The County reserves the right to request additional information from Offerors for the purpose of explaining the contents of their proposal. Any such request shall be for informational purposes only and does not constitute discussions.
7. **AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposals, the County reserves the right to:
  - (1) Waive any immaterial defect or informality; or
  - (2) May make multiple awards
  - (3) Reject any or all proposals, or portions thereof; or
  - (4) Reissue the Request for Proposals.

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

8. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself as to the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the Contract, for lack of such familiarization.
9. **LATE PROPOSALS:** Late proposals shall not be considered.
10. **WITHDRAWAL OF PROPOSAL:** At any time prior to a specified solicitation due time and date an Offeror (or designated representative) may withdraw the proposal. Facsimile or telephone withdrawals shall not be considered.
11. **AMENDMENT OF REQUEST FOR PROPOSALS:** The Offeror shall acknowledge receipt of a Request for Proposals amendment by signing and returning the document by the specified due time and date.
12. **SUBMITTAL:** The offer and contract award sheet, the pricing schedule, and any solicitation amendments must be signed and returned with the Offeror's proposal.
13. **CONFIDENTIAL INFORMATION:** If a person believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld, then the Procurement Manager should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision.

**14. SUBCONTRACTORS:** Offeror must list any subcontractor to be utilized in performance of services herein. For each subcontractor, detail on respective qualifications must be included.

**15. UPON NOTICE OF INTENT TO AWARD:** The apparent successful Offeror shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the contract.

**16. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposals is an offer to contract with the County based upon the contract provisions contained in the County's Request for Proposals, including but not limited to, the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. However, the provisions of the Request for Proposals cannot be modified without the express written approval of the Manager or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the County's Request for Proposals shall prevail.

**17. PROPOSAL RESULTS:** Proposal results **are not** provided in response to telephone inquiries. A tabulation of proposals received is on file in the Procurement Office and available for review after contract award.

**18. INTERVIEWS BY APPOINTMENT:**

The County at its discretion may set up interviews by appointment for selected (potential) Offerors.

**19. FORMAT AND CONTENT:**

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as below:

**Table of Contents**

**Short introduction and summary** – This section shall contain an outline of the general review of services and firm.

**Proposal** – Your proposal should contain a statement of all of the programs and services requested and proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing your best offer. Additional related services should be incorporated into the proposal, if applicable.

**Qualifications** – This section shall describe the firm's ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, and an estimate of the time each would devote to this program, and other pertinent information.

**Pricing (Attachment A)**

**Agreement (Attachment B)**

**References (Attachment C)**

**Investment Transaction Fees (Attachment D)**

**20. OFFERORS MINIMUM QUALIFICATIONS**

In order for proposals to be evaluated and considered for award, proposals must be deemed **Responsive and Responsible**. To be deemed **“Responsive”**, the submitted offer documents shall conform in all material respects to the requirements stated by the solicitation. To be deemed **“Responsible”**, offerors shall document and substantiate their capability to fully perform all requirements defined by the solicitations. Factors considered include and may not be limited to experience, integrity, perseverance, reliability, capacity, facilities, equipment, credit and other factors required to provide the performance defined by the solicitation.

**21. EVALUATION AND AWARD CRITERIA**

Navajo County shall evaluate proposals deemed **Responsive and Responsible**. Proposals shall be evaluated according to the evaluation criteria set forth herein. Evaluation of cost shall be made without regard to applicable taxes.

<u><b>CRITERIA</b></u>	<u><b>MAXIMUM POINTS</b></u>
A. Ability to meet the service and technical needs of the County	40 points
B. Proven skills and technical competence	30 points
C. Overall cost of services	25 points
D. Quality and completeness of Proposal	<u>5 points</u>
Total	100 points

The evaluation criteria will be used by the evaluation panel when scoring the offeror’s answers to the questions/requests contained within this proposal.

**Evaluation Criteria**

The evaluation committee will assign points to each proposal submitted on the basis of the following evaluation criteria, unless otherwise indicated.

- A. Ability to meet the service and technical needs of the county (0 to 40 points)**  
Points will be based on offeror’s responses to the required services and submissions and responses from references.
- B. Proven skills and technical competence (0 to 30 points)**  
Points will be based on offeror’s responses to the required services and submissions and responses from references.
- C. Overall cost of Services (0 to 25 points)**  
Points for the cost will be assigned by the evaluation panel based on an estimate of the total cost of the contract.
- D. Quality and completeness of Proposal (0 to 5 points)**  
Points will be based on offeror’s responses to the required services and submissions.

The County reserves the right to request additional information and/or clarification. Any clarification of a proposal shall be in writing. Recommendations for award will be to the responsible and responsive offeror whose proposal is determined to be the most advantageous to the County taking into consideration the evaluation criteria set forth in this solicitation.

If an award is made, the County will enter into an agreement with the Offeror that submitted the highest scoring responsible and responsive offer(s) by executing and transmitting a blanket contract or purchase order document that incorporates the Offer without further action by the Offeror. The County may conduct discussions with the Offeror to clarify the Offer and Agreement details provided that they do not substantially change the intent of the solicitation. Unless otherwise specified, relative ranking of proposals will be made considering the average of total points given to each proposal by evaluators. There is no guarantee that the County will utilize all services requested in this solicitation.

## SPECIAL TERMS AND CONDITIONS

### 1. INSURANCE

The Vendor Agrees to: At Vendor's own expense, obtain stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. Rating of B++6 for insurance coverage of the types and amounts required in this subsection and keep such insurance coverage in force for vendor and sub-vendors who will be working on Navajo County property. The Vendor will provide satisfactory certificates of the required coverage to the Contracting Officer before beginning the work. All policies will contain an endorsement providing that written notice be given to the County at least thirty (30) calendar days prior to termination, cancellation or reduction in coverage in any policy. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies who are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. The form of any insurance policies and forms must be acceptable to the County.

The Vendor shall furnish the County with certificates of insurance which name the County as additional insured in an amount as required in this contract.

Provide and maintain minimum insurance coverage as follows:

- Commercial General Liability. **VENDOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 Products/Completed Operations Aggregate and a \$1,000,000 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 including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. 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.
  - The policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.
  - The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **VENDOR'S** operations and products.
- Automobile Liability. **VENDOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **VENDOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.
- Workers' Compensation. **VENDOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **VENDOR'S**

employees engaged in the performance of the work or services, as well as 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.

- **VENDOR** 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 **VENDOR** pursuant to this agreement.
- In case any work is subcontracted, **VENDOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **VENDOR**.
- Certificates of Insurance.
  - Prior to commencing work or services under this Contract, Vendor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Vendor'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 VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**
- In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **VENDOR'S** work or services and as evidenced by annual Certificates of Insurance.
- If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.
- 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.

## 2. **CONTRACT TERM**

This Request for Proposal is for awarding a firm, fixed price purchasing contract to cover a THREE (3) year period.

## 3. **OPTION TO EXTEND**

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of one (2) two year term. The Contractor shall be notified in writing by the Clerk of the Board of Supervisors of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

## 4. **KEY PERSONNEL**

Vendor shall provide updated lists every six (6) months of any other key personnel and their function providing services under this contract.

5. **AMENDMENTS:** Amendments may be obtained by calling (928) 524-4100 or checking the County website at <https://www.navajocountyaz.gov/Departments/Finance/Procurement>. It is the Vendor's responsibility to obtain a copy of any amendment relevant to this solicitation. The County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the proposal response may be grounds for deeming submittal non-responsive.
6. **ELIGIBILITY FOR COOPERATIVE PURCHASING** The Offeror shall indicate on the price page whether other public agencies may purchase off of the contract during the contract term. If "Yes" is checked, any eligible federal, state or local public agency that has entered into a cooperative purchasing agreement with Navajo County may purchase off of the contract during the contract term (per ARS § 41-2632). If "No" is checked, the contract will not be eligible for cooperative purchasing by other agencies.
7. **TAX:** No tax shall be levied against labor. It is the responsibility of the Vendor to determine any and all taxes and include the same in proposal price.
8. **DELIVERY:** It shall be the Vendor's responsibility to meet the proposed delivery requirements. Navajo County reserves the right to obtain services on the open market in the event the Vendor fails to make delivery and any price differential will be charged against the Vendor.
9. **COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT: E-VERIFY REQUIREMENT.**
  - a. The Vendor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
  - b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the vendor may be subject to penalties up to and including termination of the contract.
  - c. Failure to comply with a State audit process to randomly verify the employment records of vendors and subcontractors shall be deemed a material breach of the contract and the Vendor may be subject to penalties up to and including termination of the contract.
  - d. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the vendor or subcontractors is complying with the warranty under paragraph a.
10. **ESCALATION:**

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

11. **POST AWARD MEETING:**

The successful Respondent(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract.

**NOTE: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSALS.**

**OPTIONAL SERVICES TO BE PRICED SEPARATELY**

## STANDARD TERMS AND CONDITIONS

1. **CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, Offeror certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Proposer shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. § 31-1461, et seq.
  - C. The Proposer has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - D. The Proposer submitting the offer hereby certifies that the individual signing the proposal is an authorized agent for the company and has the authority to bind the proposer to the contract.

2. **TERMINATION OF CONTRACT:** This contract may be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving one hundred eighty (180) days' prior written notice to you, per A.R.S. § 35-325D. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the County before the effective date of termination.

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

In the opinion of the County, Vendor provides personnel that do not meet the requirements of the contract;

In the opinion of the County, Vendor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

In the opinion of the County, Vendor attempts to impose on the County personnel or materials, products or workmanship, which is of an unacceptable quality;

Vendor fails to furnish the required service and/or product within the time stipulated in the contract;

In the opinion of the County, Vendor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Vendor will not or cannot perform to the requirements of the contract.

3. **RECORDS:** Internal control over all financial transactions related to this contract shall be in accordance with sound fiscal policies. The County may, at reasonable times and places, audit the books and records of you or any and all of your subcontractors. Said audit shall be limited to this contract and its scope of services.
4. **ARBITRATION:** It is understood and agreed that no provision of the contract relating to arbitration or requiring arbitration shall apply to or be binding upon the County except by the County's express written consent given subsequent to the execution of the contract. However, at the County's sole option, or by other means expressly approved by the County, disputes may be resolved through arbitration. The dispute shall be resolved as

provided for in A.R.S. § 12-1501, et seq. Vendor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.

5. **INDEPENDENT VENDOR:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

Vendor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.

Navajo County will not provide any insurance coverage to the Vendor, including Workers' Compensation coverage. The Vendor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Vendor should make arrangements to directly pay such expenses, if any.

6. **AFFIRMATIVE ACTION:** Vendor agrees to abide by the applicable provisions of the County. Vendor, your subcontractor(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status and who agree and are responsive to the County's goals.
7. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the County. The County reserves the right to obtain like goods or services from another source when necessary.
8. **PATENT INFRINGEMENT:** The procuring agency should advise the Vendor of any impending patent suit and provide all information available. The Vendor shall defend any suit or proceeding brought against the procurement agency based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent, and the Contract shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the procuring agency. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or part is enjoined, the Vendor shall, at its own expense and at its option, either procure for the procuring agency the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.
9. **DUPLEXED/RECYCLED PAPER:** The Vendor shall ensure that, when practicable, all printed materials produced by the Vendor in the performance of this contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
10. **AMERICANS WITH DISABILITIES ACT:** The Vendor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.
11. **CONFIDENTIALITY OF RECORDS:** The Vendor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Vendor also agrees that

any information pertaining to individual persons shall not be divulged other than to employees or officers of Vendor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.

12. **GRATUITIES:** The County may, by written notice to the Vendor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any officer or employee of the County amending, or the making of any determinations with respect to the performing of such contract. In the event this contract is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Vendor the amount of the gratuity.
13. **APPLICABLE LAW:** This contract shall be governed by, and the County and Vendor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in laws pertaining specifically to the County. This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in federal or state courts in the State of Arizona.
14. **CONTRACT:** The contract shall be based upon the Request for Proposals issued by the County and the offer submitted by the Vendor in response to the Request for Proposals. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposals. The County reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Vendor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
15. **LEGAL REMEDIES:** All claims and controversies shall be subject to the Navajo County Procurement Code.
16. **CONTRACT AMENDMENTS:** This contract shall be modified only by a written contract amendment signed by the County's Procurement Manager and persons duly authorized to enter into contracts on behalf of the Vendor.
17. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
18. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the valid provision or application.
19. **PROTECTION OF GOVERNMENT BUILDINGS:** The Vendor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on County property. If the Vendor fails to do so and damages such buildings, equipment and vegetation, the Vendor shall replace or repair the damage at no expense to the County, as directed by the Procurement Manager. If the Vendor fails or refuses to make such repair or replacement, then the Vendor shall be liable for the cost thereof, which may be deducted from the contract price.

- 20. INTERPRETATION - PAROL EVIDENCE:** This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
- 21. ASSIGNMENT - DELEGATION:** No right or interest in this contract shall be assigned by the Vendor without prior written permission of the County, and no delegation of any duty of Vendor shall be made without prior written permission of the County's Procurement Manager. The County shall not unreasonably withhold approval and shall notify the Vendor of the County's position within fifteen (15) days of receipt of written notice by the Vendor.
- 22. SUBCONTRACTS:** No subcontract shall be entered into by the Vendor with any other party to furnish any of the material/service specified herein without the advance written approval of the County's Procurement Manager. All subcontracts shall comply with federal and state laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Vendor referred to herein. The Vendor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Vendor of the County's position within fifteen (15) days of receipt of written notice by the Vendor.
- 23. RIGHTS AND REMEDIES:** No provision in this document or in the Vendor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- 24. PROTESTS:** A protest shall be in writing and shall be filed with the Procurement Manager. A protest of a Request for Proposals shall be received at the Procurement Office before the Request for Proposals opening date. A protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest. A protest shall include:
- A. The name, address, and telephone number of the protestor;
  - B. The signature of the protestor or its representative;
  - C. Identification of the Request for Proposals or contract number;
  - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
  - E. The form of relief requested.
- 25. WARRANTIES:** Vendor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Vendor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

**26. INDEMNIFICATION:** To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless Navajo County, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, expert witness fees, the cost of appellate proceedings, and alternative dispute resolution costs), relating to, arising out of or resulting from Vendor's work or services. Vendor's duty to defend, indemnify and hold harmless Navajo County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property, including loss of use or diminution in value, resulting from, caused in whole or in part by any act or omission of Vendor, anyone Vendor directly or indirectly employs or anyone for whose acts Vendor may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including Navajo County.

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.

**27. OVERCHARGES BY ANTITRUST VIOLATIONS:** The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Vendor hereby assigns to the County any and all claims for such overcharges as to the materials or services used to fulfill the contract.

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

**29. ADVERTISING:** Vendor shall not advertise or publish information concerning this contract without prior written consent of the County.

**30. RIGHT TO INSPECT:** The County may, at reasonable times, and at the County's expense, inspect the place of a Vendor or subcontractor which is related to the performance of any contract as awarded or to be awarded.

**31. FORCE MAJEURE:**

A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

B. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or

effects of such delay prevent the delayed party from performing in accordance with this contract.

32. **INSPECTION:** All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be held at Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Noncompliance shall conform to the cancellation clause set forth in this document.
33. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the County and shall not be used or released by the Vendor or any other person except with prior written permission by the County.
34. **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the County until the County actually receives the material or service at the point of delivery, unless otherwise provided within this contract.
35. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this contract. If a tender is made which does not fully conform, this shall conform to the cancellation clause set forth within this document.
36. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Vendor shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the County, shall constitute breach of the contract as a whole. Noncompliance shall conform to the cancellation clause set forth within this document.
37. **LIENS:** All materials, services, and other deliverables supplied to the County under this contract shall be free of all liens other than the security interest held by the Vendor until payment in full is made by the County. Upon request of the County, the Vendor shall provide a formal release of all liens.
38. **COMMISSION COLLECTION:** Commissions shall be paid monthly, and such payment shall arrive no later than forty-five (45) days following the calendar month for which commissions are being paid. Failure to pay accurate commissions on a regular basis shall be grounds for contract termination.
39. **LICENSES:** Vendor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Vendor as applicable to this contract.
40. **COST OF PROPOSAL PREPARATION:** The County shall not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically providing adequate information in a straightforward and concise manner.
41. **PUBLIC RECORD:** All proposals submitted in response to this request shall become the property of the County and shall become a matter of public record available for review subsequent to the award notification.
42. **SUBSEQUENT EMPLOYMENT:** The County may cancel this contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the County is

or becomes, at any time while the contract or any extension of the contract is in effect, an employee of, or a vendor to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when written notice from the Procurement Manager is received by the parties to this contract, unless the notice specifies a later time.

**43. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:**

**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.

**Should:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the County may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

**May:** Indicates something that is not mandatory but permissible.

For purposes of this contract and Scope of Work, the following definitions shall apply:

<b>"County"</b>	Navajo County, Arizona
<b>"Vendor/Contractor"</b>	The individual, partnership, or corporation who, as a result of the competitive proposal process, is awarded a contract by Navajo County.
<b>"Contract"</b>	The legal agreement executed between Navajo County, Arizona and the Vendor/Contractor.
<b>"Contract Representative"</b>	The County employee or employees who have specifically been designated to act as a contact person or persons to the Vendor, and responsible for monitoring and overseeing the Vendor's performance under this contract.
<b>"Procurement Manager"</b>	The contracting agent for Navajo County.

**44. SUSPENSION OR DEBARMENT CERTIFICATION**

By signing the Offer section of the Offer and Acceptance page, the Offeror certifies that the firm, business or person submitting the Offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government. Signing the Offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the Offer or cancellation of a contract. The state also may exercise any other remedy available by law.

**PROPOSAL CHECKLIST**

REQUIRED DOCUMENTS

COMPLETED/EXECUTED

- Explain Check/Warrant +1 Yr not Debited to County (P6) \_\_\_\_\_
- Describe Fees with Lines of Credit (P6) \_\_\_\_\_
- Earning Credits are Calculated (P7) \_\_\_\_\_
- Timeline to Notify of Insufficient Funds (P7) \_\_\_\_\_
- Quantity of Images Available for Retrieval (P8) \_\_\_\_\_
- Overnight Sweep (P9)
  - Describe Overnight Sweep & Investment \_\_\_\_\_
  - Provide Historic Rates \_\_\_\_\_
- Conversion – Describe plan for Smooth Transition (P9) \_\_\_\_\_
- Positive Pay – Describe Service & Solution (P9) \_\_\_\_\_
- Electronic Payment (P10)
  - Describe type of application & Cost \_\_\_\_\_
  - Option – Pcard Service \_\_\_\_\_
  - Discuss & Itemize Fees \_\_\_\_\_
  - Rebates – State Percentages/Rates \_\_\_\_\_
  - Payments – Define Grace Periods/Penalties \_\_\_\_\_
- Credit Card Transactions (P11)
  - State maximum percent charged \_\_\_\_\_
  - Explain/Display Discount Rate \_\_\_\_\_
- Currency Requirements – State Fee P11) \_\_\_\_\_
- Wire Transaction (P11)
  - State if option is to modify or cancel \_\_\_\_\_
- Direct Deposit Payroll (P12)
  - Explain any/all fees w/ debit card program \_\_\_\_\_
- Armored Car Services (P12)
  - Plan to add/remove branches in Navajo County \_\_\_\_\_

**PROPOSAL CHECKLIST (continued)**

REQUIRED DOCUMENTS

COMPLETED/EXECUTED

Imaging at the Treasurer’s Office (P13)

- Discuss & Evaluate System
- Describe needed equipment & charges
- Provide estimate of amount of soft dollars
- Provide Option to Consider Other Districts

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Services Multiple Locations – Explain (P13)

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Option on Checks – Provide for Remote Locations (P13)

---

ATM – Provide Option (P13)

---

Investment Transactions (P14)

- Describe Services, including Safekeeping
- Price in Attachment D

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One original and 3 copies (4 total) (P15)

---

Electronic, one (1) copy of the Proposals (P15)

---

Format and Content (P17)

- Table of Contents
- Short Introduction and Summary
- Proposal
- Qualifications
- Attachments A-E

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Copy of Original RFP

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Proposal Evaluation Requirements (P18)

---

Certification Regarding Debarment, Suspension  
And Other Responsibility Matters (P34)

---

Affidavit by Contractor of No Collusion (P37)

---

Cooperative Purchasing (P38)

---

Proposal Checklist (P 31-33)

---

W-9

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**PROPOSAL CHECKLIST (continued)**

REQUIRED DOCUMENTS

COMPLETED/EXECUTED

Offer and Acceptance (P. 42)

\_\_\_\_\_

Attachments A thru D (P. 39 thru 44)

\_\_\_\_\_

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA:

#1

#2

#3

#4

#5

Initials/  
Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_ Authorized Signatory for Firm \_\_\_\_\_ Title

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Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters  
Primary Covered Transactions

---

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION ON NEXT PAGE)**

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a three-year period preceding this application 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 statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name \_\_\_\_\_

Date \_\_\_\_\_ By \_\_\_\_\_  
Name and Title of Authorized Representative

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

SBA Form 1623 (10-88)

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instruction, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may termination this transaction for cause or default.



### **ELIGIBILITY FOR COOPERATIVE PURCHASING**

The Offeror shall indicate on this page whether other public agencies may participate in this contract during the contract term. If "Yes" is checked, any eligible federal, state or local public agency that has entered into a cooperative purchasing agreement with Navajo County may participate in this contract during the contract term (per ARS § 41-2632). If "No" is checked, the contract will not be eligible for cooperative purchasing by other agencies.

\_\_\_\_\_ YES – Eligible for cooperative purchasing

\_\_\_\_\_ NO – Not eligible for cooperative purchasing

NOTICE IS HEREBY GIVEN that all proposal documents shall be completed and/or executed and submitted with the proposal. If Vendor fails to complete and/or execute any portion of the proposal documents, this proposal will be determined to be “non responsive” and rejected.

**PRICE PAGE (Attachment A)**

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

Responder shall attach a comprehensive fee schedule listing of all fees that are to charge. Prices for optional services are to be included as well.

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

<b>TMA Code</b>	<b>Service Description</b>	<b>Charge Basis</b>	<b>Unit Price</b>
200	Interest on Ledger Overdraft		
214	Interest on Uncollected Funds		
00230	FDIC Insurance		
10020	ZBA Concentration Account Fee		
10020	ZBA Tier Account Fee		
10306	On-Line Analysis Statement		
10400	Monthly Account Maintenance		
100000	Deposits Processed		
100015	Currency Deposited, per \$1		
100210	Checks Deposited Pre-Enc/On Us		
100212	Checks Deposited Pre-Enc/Clearing House		
100213	Checks Deposited Pre-Enc/Local RCPC		
100214	Checks Deposited Pre-Enc/Out of District		
100220	Checks Deposited Non-Enc/On Us		
100222	Checks Deposited Non-Enc/Clearing House		
100223	Checks Deposited Non-Enc/Local RCPC		
100224	Checks Deposited Non-Enc/Out of District		
100400	Returned Deposited Item		

<b>TMA Code</b>	<b>Service Description</b>	<b>Charge Basis</b>	<b>Unit Price</b>
100402	Returned Deposited Item : Reclear		
100420	Returned Item Maker Name		
100500	Deposit Correction Credit		
100500	Deposit Correction Debit		
100840	Printed Deposit Slips		
100850	Endorsement Stamps		
101010	Armored Car Services		
109999	Bank Originated Credit		
109999	Bank Originated Debit		
150030	Positive pay		
150100	Checks Paid		
150410	On-Line Stop Payment		
150420	Stop Payments		
150511	Cashiers Check		
150800	Printed Checks		
151100	Check Sequencing		
151342	Images Printed		
151350	Images - On Line Maintenance		
151351	CD/Image CD-Rom Check Image		
151352	Images Queried		
151352	Images Viewed		
151353	Images CD		
200000	Special Rpts / Monthly Maintenance		
200310	Special Report / per report		
250107	Payroll Service		
250200	Electronic (ACH) Debits		
250201	Electronic (ACH) Credits		
250300	ACH / Returned items - Debit		
250301	ACH / Returned items - Credit		
251100	ACH Maintenance		
251055	ACH Fraud Filter - Debit		

**PRICE PAGE (Attachment A) [continued]**

<b>TMA Code</b>	<b>Service Description</b>	<b>Charge Basis</b>	<b>Unit Price</b>
300000	EDI Monthly Fee		
350000	On-Line Wire Transfer		
350124	Wire Transfer Outgoing - Branch		
350300	Incoming Wire - Manual		
350300	Incoming Wire – Auto		
400002	On-Line Mid-Mkt/Base Fee 1-5 Accts		
400002	On-Line Sm Biz/Base Fee 1-3 Accts		
400221	On-Line Mid-Mkt/Pre Day Detail Items		
400221	On-Line Sm Biz/Detail Items		
400223	On-Line CurrDay Balances Reporting		
400224	On-Line CurrDay Detail Items		
400800	Data Retrieval - 180 Days Storage		
400800	Data Retrieval - 1 Year Storage		
450020	REPO Investment Sweep		
10014A	Currency Supplied, per \$1		
25010B	Tax Direct - Enrollment		
25010B	Tax Direct - Federal Tax Payment		
25010B	Tax Direct - State Tax Payment		
35012Z	On-Line Book Transfer		
35022Z	Book Transfers		
300099	E Box		
	Electronic Check Ach		
150723	Positive Pay Exceptions		

**OFFER FORM (Attachment B)**

**TO NAVAJO COUNTY:**

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposals.

In accordance with A.R.S. § 35-393, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S § 35-391, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

For clarification of this offer, contact:

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

Name: \_\_\_\_\_

\_\_\_\_\_  
Address

Phone: \_\_\_\_\_

\_\_\_\_\_  
City      State      Zip

Fax: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign

E-mail:

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

\_\_\_\_\_  
Title

**ACCEPTANCE OF OFFER:**

**The offer is hereby accepted.**

**The Vendor is now bound to provide the materials or services listed in RFP# B20-01-030 including all terms, conditions, specifications, amendments, etc., and the Vendor's Offer as accepted by Navajo County.**

The Vendor has been cautioned not to commence any billable work or to provide any material or service under this contract until Vendor receives this signed sheet, or written notice to proceed.

**Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

Attachment C

**Bank References**

**FIRM SUBMITTING PROPOSAL:** \_\_\_\_\_

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

OPTIONAL SERVICES PRICING

<b>Service Description</b>	<b>Charge Basis</b>	<b>Monthly Volume</b>	<b>Unit Price</b>
<b>Trust and Custody Charges</b>			
Account Fee	Account	-	
Custody Fee	Volume	100,000,000-	
Coupon Interest Payment	Transaction	-	
Interest Inc Nonpooled	Transaction	-	
Calls full / partial	Transaction	-	
DTC Buys	Transaction	-	
DTC Sells	Transaction	-	
Federal Reserve Buys	Transaction	-	
Federal Reserve Sells	Transaction	-	
Security Maturities	Transaction	-	
Principal Pymt Nonpooled	Transaction	-	
Money Transactions	Transaction	-	
<b>Subtotal</b>			
<b>Other Trust and Custody</b>			
Identify any other charges below			

## Exhibit 1

### Encoded Warrant Processing Transmission specification for file compatibility and security

Detail records are 62 bytes in length, followed by a CR/LF and have the following format:

<b>Position</b>	<b>Length</b>	<b>Field</b>	<b>Format</b>	<b>Example</b>
1	12	Account	9(12)	020632002796
13	8	Warrant Number	9(8)	00978951
21	8	Cleared Date	MMDDYYYY	01192010
29	10	Warrant Amount	9(8)v99	0000023193
39	10	Zero Fill	9(10)	0000000000
49	13	Space Fill	X(13)	
62	1	Detail Flag	X	D

Footer record is 50 bytes in length followed by a CR/LF and has the following format:

<b>Position</b>	<b>Length</b>	<b>Field</b>	<b>Format</b>	<b>Example</b>
1	12	Account	9(12)	020632002796
13	8	Nines Fill	9(8)	99999999
21	8	Warrants Count	9(8)	00000474
29	10	Warrant Total	9(9)v99	00132848729
39	10	Zero Fill	9(11)	0000000000

## Navajo County

Response to Request for Proposal for Bank Servicing Agreement

Contract Number: B20-01-030

March 31, 2020

**Submitted by:**

John Musto

Relationship Manager

602-378-5806

[john.f.musto@wellsfargo.com](mailto:john.f.musto@wellsfargo.com)

Michael Bradley, CTP

Treasury Management Consultant

972-273-9799

[michael.d.bradley@wellsfargo.com](mailto:michael.d.bradley@wellsfargo.com)

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## Continuing to build the future together

Navajo County (the County) requires a banking partner that can support its banking needs today and bring you strategic solutions and new technologies as your needs evolve. Your review of banking services affords an excellent opportunity to take a closer look at your treasury processes. Continuing our partnership allows you to retain a consultative banking partner, with a government-specific local support team, who understands the unique challenges and trends in local government. You'll continue to gain insights to help you implement processes that increase automation you require, while reducing your exposure to risk.

### We understand the County needs a fiscal agent who is:

- **Responsive** to your day-to-day needs
- **Supportive and collaborative** as you continue to make long-term, fiscal improvements
- **Proactive** in bringing insights for new technologies and best practices in the government space
- **Conservative** in their approach to managing costs and preserving your existing capital

### Commitment to you and your goals

Because of our history with the County, we know you better than other banks in the market. We know your plans for the future, and we can help you to achieve your goals. From our recent conversations, we understand that your objectives include:

- **Reducing** manual data entry and exception processing for your finance and customer service staff, as highlighted in a recent visit with the County. We've identified over \$7,500 in annual cost savings regarding exception items and aged report.
- **Reviewing and improving** internal processes to ensure you are mitigating risk and improving customers' experiences when they interact with you
- **Leveraging automation** to reduce disbursements and collections costs

We have the solutions, technology, and experience to help you to continue to enhance your current banking platform. You're looking to reduce costs, and generate greater operational efficiencies while maximizing value. Our goal in responding to this request for proposal (RFP) is to help the County navigate through a changing economy, while providing the most value as your banking partner.

By leveraging your existing resources, and combining them with our expertise in treasury management and the government sector, we'll make thoughtful recommendations and help explore future innovations for the County.

### For your consideration

As part of strategic relationship with you, we include highlights of additional services we recommend for the County in our proposal. They include:

- Fraud protection services with our Payment Authorization service, Payee Validation service, *CEO*<sup>®</sup> Fraud Manager, and *Perfect Receivables*<sup>®</sup> – all designed to help you put controls in place to manage potential fraud activities.
- *Payment Manager*<sup>®</sup> where you can send consolidated payables files to streamline and automate your payment and remittance processes.
- Disbursements with *Zell*<sup>®</sup> to replace business-to-consumer (B2C) check payments with electronic payments.

- Our Invoice Manager solution where the County can automate your accounts payable process, reduce costs, improve efficiencies, and maximize your working capital.
- Wholetail lockbox allows you to streamline your remittance processing by directing payments accompanied by an OCR-scannable coupon, and payments received with nonscannable remittance documents to a single wholetail lockbox at Wells Fargo.

## Cost of services

We know that as a public entity, the County's priority is to manage expenses. Therefore, our fee schedules reflect these constraints coupled with a thorough due diligence of your services, volumes, and market conditions. Highlights of our cost proposal include the following:

[REDACTED]

- Free business process review

[REDACTED]

## Experienced team of professionals

### Dedicated government team

Government Banking is a dedicated line of business within Wells Fargo providing expertise and solutions to this specialized sector. Unique in the industry, we have organized specialized commercial banking and capital markets teams under one business, offering an integrated approach that provides the most value for our government customers. We support nearly 5,500 government agencies, authorities, and municipal utilities across the U.S.

As your relationship manager, John Musto, will continue to serve as your primary and dedicated point of contact. John has a strong understanding of the County's daily operations. John is supported by your treasury management consultant, Michael Bradley, who partners with John and will assist in any treasury management needs of the County. Michael Bradley is supported by your treasury management analyst, Michael Peneyra, who can also help with any treasury management needs and is your contact when Michael Bradley is out of the office. In addition, the County will continue to have an entire team dedicated to assisting and consulting with your staff on all aspects of your banking relationship. Our commitment to delivering award-winning customer service\* with our solutions make us confident in our ability to continue to meet your expectations. We will continue to work with you to maintain and grow our long-term relationship to support the County.

\* Recipient of 2019 Stevie Award for Customer Service Department of the Year (Bronze), National Services Group.

### Service support

In addition, the County will continue to have Mauricio Chavez as your dedicated relationship associate who will work with John to help enhance your customer service experience. Mauricio will serve as the liaison between you and the various departments of the bank and serve as backup when John is unavailable. Mauricio can assist you directly with any items pertaining to account transactions, account analysis, wire inquiries, ACH transactions, and adding business credit cards. In addition, the County will still work with your dedicated client service officer, Elvis Uzomah.

## Business continuity planning

Business continuity and disaster recovery planning is important for both our organization and yours. We have teams dedicated to supporting our ongoing disaster recovery and business continuity planning. We also encourage you to make sure your organization has plans in place to support your ongoing treasury management needs.

Being prepared for business disruptions is your best defense when the unexpected happens. **We can help you prepare to continue important banking activities if you don't already have a plan in place.** Business continuity plans are unique to each customer and we will partner with the County if needed.

## No need to transition

Changing banks can be a significant undertaking. While it is easy to quantify the pricing and interest or earnings credit component of a banking services proposal, it is much more difficult to assess the intangible, internal costs associated with moving your relationship to another bank. Not only will staff have to complete their standard daily work, but they will also have to focus on the bank move.

Additional banking implementation responsibilities include:

- Understanding new bank processes
- Educating the new bank on your procedures
- Coordinating with your IT department for format and other changes
- Testing files and checks
- Contacting vendors currently drafting your account(s)
- Opening new accounts
- Closing old accounts
- Ordering new endorsement stamps, remote deposit machines, and supplies
- Learning new online systems and software
- Building payment templates

By renewing your contract with Wells Fargo, these implementation challenges and costs are eliminated. For the implementation of any new service enhancements arising out of this RFP, the implementation team will partner with your staff to develop the implementation schedule and document the necessary steps. They will work with you and manage the entire implementation process. In addition, your current, dedicated relationship and sales teams will be engaged throughout the implementation process.

## A shared vision: today and tomorrow

We have thoughtfully prepared and detailed our complete strategy for the County's banking needs and are excited at the opportunity to continue our relationship. We would like you to know that our relationship is not based on just providing banking services, but on a true partnership. We will also use our insight from working with other government customers, along with our industry expertise and leading technology, to strengthen our partnership and continue to be a strategic advisor to the County.

## 2.0 Scope of services (proposal)

### 2.2 Deposits

**2.1 The Treasurer will deposit cash and checks with the servicing 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 other large dollar 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.**

Acknowledged and confirmed.

**2.1.1 General volume information regarding the Treasurer’s account, on an annual basis, is as follows:**

<b>2.1.1.1 Amount of Deposits:</b>	<b>Approx. \$300 million</b>
<b>2.1.1.2 Number of Deposit Items:</b>	<b>Approx. 105,000</b>
<b>2.1.1.3 Number of Warrants Processed:</b>	<b>Approx. 100,000</b>

Acknowledged and confirmed.

### WellsOne Commercial Checking account

Checking services are the foundation of your business relationship with Wells Fargo. Maintaining cash in a checking account that automatically links to, and funds, a variety of products and reporting methods establishes a convenient way for the County to manage your finances.

With a *WellsOne*® Commercial Checking account, the County can make secure deposits through the deposit channels of your choice, including:

- Cash vault
- Lockbox
- Remote deposit

**Streamline paperwork and automate payments with ease.**

You can use any of our treasury management services in conjunction with your *WellsOne* Commercial Checking account. Creating the cash management structure that works best for your organization, you choose how to collect receivables and make disbursements. The account will help you to centralize your cash for maximum return.

Our balance reporting, check imaging, and inquiry features — available on our online banking portal — provide daily account visibility. You can apply multiple fraud prevention services, such as positive pay and payment authorization. You can have confidence knowing that your account is Federal Deposit Insurance Corporation (FDIC)-insured up to the full limit allowable by law.

## Traditional deposit services

Our traditional depository services can expedite your availability of funds. These comprehensive solutions aim to decrease the rate of non-sufficient funds and returned items.

### Branch services

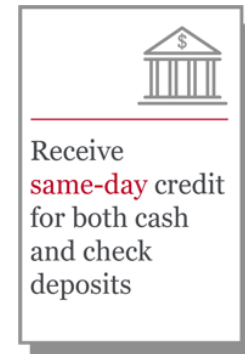
The County is a good candidate for branch depository services, if you:

- Routinely deposit less than \$10,000 in cash per day
- Routinely deposit no more than 100 checks per day
- Are located near a Wells Fargo branch

### Teller service

We have **more than 5,000 banking branches across the U.S.**

Tellers will count and verify deposits while you wait, providing immediate confirmation.



The County will receive same-day ledger credit for both cash and check deposits. Cash deposits receive immediate availability. We'll make check deposit credits available the next business day nearly 100% of the time.\*

\*You receive credit the next business day for check deposits made (through a night depository) after the business day deadline, on weekends, and on federal holidays.

In addition to making deposits, you can place up to four coin and currency orders per week of \$3,000 (per order) or less.

### Night depository



Most of our full-service branches have a convenient night depository for commercial customers. After we set up accounts for the County, your authorized personnel will receive access keys.

You must make deposits in secure plastic, tamper-evident, dual-pouch bags. We process them at the branch and verify the cash later, either in the branch or at a nearby Wells Fargo cash vault. Audit controls help ensure that we count and verify your deposit accurately and inform you of adjustments in a timely manner.\*

Once we process your deposit, you receive same-day credit for cash deposits. Check deposits receive next-day credit nearly 100% of the time.†

\*We send notification of adjustments by email (or U.S. mail) within three business days of deposit date.

†You receive credit the next business day for check deposits made (through a night depository) after the business day deadline, on weekends, and on federal holidays.

### ATM

We are one of a few banks that offers ATM access for commercial deposits, and we maintain nearly 12,600 deposit-taking ATMs across the U.S.

**You can deposit cash and checks directly into our deposit-taking ATMs, 24 hours a day, 7 days a week.\*** The ATM calculates your deposit, verifies cash, images checks, and transfers check images for deposit. We'll post deposits made before 9:00 p.m. local time on the same business day.

\*Each ATM deposit is limited to 30 items (checks, bills or a mix of both).

## Proximity study

The branches identified in this table are closest to your locations and can support your commercial deposits for cash and checks.

Branch	Address	Distance from main location
<b>Holbrook</b> Traditional branch 928-524-6275	266 Navajo Blvd. Holbrook, AZ 86025	1.55 miles
<b>Snowflake</b> Traditional branch 928-536-4311	9 N. Main St. Snowflake, AZ 85937	29.35 miles
<b>Winslow</b> Traditional branch 928-289-4626	210 W. Second St. Winslow, AZ 86047	33.89 miles
<b>Winslow</b> Offsite ATM	1531 North Park Dr. Winslow, AZ 86047	34.33 miles
<b>Show Low</b> Offsite ATM	161 E. Deuce of Clubs Show Low, AZ 85901	49.33 miles
<b>Pinetop</b> Traditional branch 928-367-6320	1551 E. White Mountain Blvd. Pinetop, AZ 85935	59.3 miles
<b>Whiteriver</b> Offsite ATM	Hwy. 73 Main St. Whiteriver, AZ 84941	82.21 miles
<b>Flagstaff Humphreys</b> Offsite ATM	1000 N. Humphreys St. Flagstaff, AZ 86001	91.27 miles
<b>Northern Arizona University</b> Offsite ATM	201 W. University Bldg. 30 Flagstaff, AZ 86001	91.78 miles

## Remote deposit overview

You can save both time and money by using our remote deposit service to deposit checks into your Wells Fargo account electronically. **This service eliminates the need for your employees to take check deposits physically to the bank.** An extended deposit deadline of 8:00 p.m. MT for same-day ledger credit may mean faster notice of returned items.

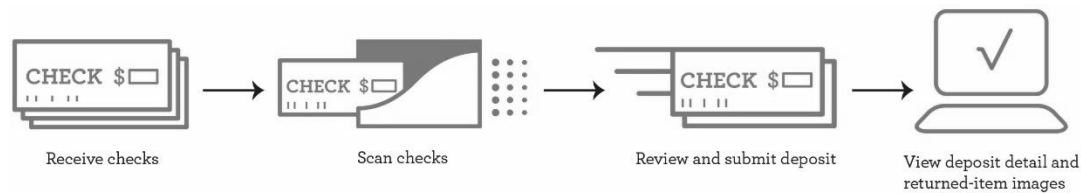
You'll no longer need to maintain accounts at local banks that have physical branches near your locations. You can **consolidate banking relationships**, save money on account maintenance fees, and **reduce the time spent reconciling multiple bank accounts.**

## How it works

You scan checks for deposit by using an approved check scanner and computer with internet access. Next, confirm the check dollar amounts and verify the deposit balances. Then, submit the deposit to us; you'll receive a prompt confirmation.

If you enroll in our Alerts service, we'll send authorized users a deposit confirmation notice by email, text message, or fax.

The following diagram shows the remote deposit process flow.



**2.1.2** 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.

Acknowledged and confirmed.

**2.1.3** The servicing bank must meet the requirements of the County's and Treasurer's hardware and operating systems with regard to electronic data processing interfaces. The servicing bank must have the ability to exchange information directly with our system. Information to be exchanged are warrants (cashed, registered and/or paid), account balances and detailed transactions for: investments, safekeeping, reconciliation, etc.

Acknowledged and confirmed.

## 2.2 Warrants

**2.2.1 The County currently uses encoded warrants. Regular, or “encoded warrants,” are computer produced, colored and micro-encoded in magnetic ink. We would like to encode warrants using HOP (High Order Prefix) in order to identify the Entity issuing the warrant. In addition, the extra encoding will reduce problems associated with overlapping warrant numbers. Servicing bank must explain how they will provide this service. The classifications we would like to include are:**

Classification	Warrant Use
1.	Navajo County (1)
2.	Schools (17)
3.	Fire Districts (9)
4.	Community College (1)
5.	Public Fiduciary (1)
6.	Special Districts (9)

Acknowledged and confirmed.

Currently, the County is using our Image Positive Pay and ARP Register Maintenance for warrant processing. The County electronically submits warrant information to the bank when issued, or submits them individually through the ARP Register Maintenance service. As warrants come in for payment, they are matched according to dollar amount and high order prefix to the issues provided by the County. Some accounts also use our Payee Validation service, and those warrants are also matched by payee.

Exception warrants are reported on the Image Positive Pay service, where authorized County staff can decision the warrants to pay or return.

The County also receives a monthly report of all paid warrants through SAFE transmission. We will continue to provide this report as required by the County. In addition, we will continue to provide the daily detail of your warrants for processing through our online banking portal. This information is being extracted using the Previous Day Composite report and then downloaded electronically to Filemaker Pro software for sorting, according to high order (prefix) position. Amount and warrant count totals are provided for each County entity along with aggregated grand totals.

We will also accept an electronic or fax transmittal of the previous day’s warrants designated to be registered. These warrants will be registered by 1:00 p.m. MT.

## 2.2.2 Encoded warrant processing

**Encoded warrants shall be sorted and imaged by the servicing bank in sequence by type, year and warrant number and made available for electronic download via the internet using at least 128 bit SSL encryption:**

Acknowledged and confirmed.

**2.2.2.1 The servicing bank shall provide daily detail of the warrants submitted to the bank for processing and provide the capability to the Treasurer's office to download the warrants electronically to the Treasurer's system on a daily basis in a manner that meets Treasurer's specification for file compatibility and security. See EXHIBIT 1 for file layout. The transmission must meet the technical specifications necessary to be read by the Treasurer's data processing equipment. When applicable, the Treasurer will transmit data via fax or electronically to the bank showing warrants that must be registered by 1:00 p.m. MST for the previous day's warrants.**

Acknowledged and confirmed.

## Transaction search

Available through both our online banking portal and mobile service, the Transaction Search service enables you to:

- **Search for a variety of transactions**
- **View and print images**
- **Manage stop payments**
- **Request ACH deletes and reversals**
- **Access activity reports**



## Search

With the search function, you can search for transactions across multiple accounts and ACH IDs. You can search for:

- Deposits, paid warrants, and other account activity for the previous seven years
- Originated ACH transaction history for up to 180 days – or 13 months with our extended storage option
- Stop payment information for as long as the stop remains in effect
- Extended detail for wire and received ACH transactions for up to 180 days
- Expanded Account Reconciliation Plan (ARP) information for cancelled and voided warrants for the current statement cycle and two previous statement cycles; outstanding warrant information remains available until the item is dispositioned

## Images

You can view images online and download them in PDF or RTF formats. Eligible items include:

Deposit tickets

Deposit warrants

Paid warrants

Images are available by 7:00 a.m. MT the business day after posting. Some images may also be available on an intraday basis. Images are available for seven years.

## Positive pay

With positive pay, we identify checks that may be fraudulent or unauthorized by matching warrants presented against your account for payment to the warrant issue information you provide us. We report positive pay exceptions to you through our online banking portal.

It's quick and easy to view images and make pay or return decisions through the portal. You can also use our mobile service to access images and make your positive pay decisions.

Teller positive pay is included with all positive pay accounts.

## Basic banking

Our online Basic Banking service offers you an easy and efficient way to manage your treasury accounts through your desktop, tablet, or mobile device, without the complex, traditional information reporting services.

### Benefits

- Quick access to view and edit your account information or make funds transfers
- Up to 90 days of account history that you can download into various formats
- Simple, flexible control to add new users and administrators
- Streamlined design and experience across devices

### Reporting options

You can easily view your account activity through the following reporting options.

#### Account summary

Gives you a view of your cash and credit account activity, including beginning day, outstanding, and available balances. You can select accounts and options that include:

- Group
- Cash accounts
- Credit accounts
- Print

#### Account details

You can view 60 days of transaction history, plus up to an additional 30 days of account history for your business checking, savings, money market, credit cards, select loans, and Wells Fargo line of credit accounts. You can also download account history directly into formats that include Microsoft Excel, Quicken, QuickBooks, or comma-delimited.

#### Account groups

Allows you to categorize your accounts into groups. Your authorized users can transfer funds between accounts in the same group, with no limit to the number of groups you can create.\*

\*We recommend grouping no more than 50 accounts per list.

#### Transfer summary

Your authorized users can view and edit pending scheduled transfers and previously completed transfers.

### CEO Mobile service

In addition to our online banking portal, you can access the full CEO® Basic Banking application from with our CEO Mobile® service and:

- View account summary, detail, and up to 90 days of history for your cash and credit accounts
- Initiate or schedule funds transfers between eligible accounts
- Add new users and administrators easily through the CEO Administration tool
- Experience the same features and functionalities of the online portal, including printing and downloading

## Online administration

Through our online administration service, your administrators can easily:

- Add new users
- Disable or delete users
- Give users access to specific accounts and services
- Modify existing authorizations
- Reset passwords

**2.2.2.2 The warrants, transmittal listing and images must be made available, in warrant number sequence, to the Treasurer electronically, daily by 8:00 a.m. MST. Further, in the event of an Internet outage, the servicing bank must provide an alternate method for delivering the warrant listing and amount to the Treasurer. Once the outage is resolved, the e-file must be made available within one business day. (The Treasurer currently uses the “Infinity Visions Treasurer’s Ledger System,” but anticipates transitioning to a new ledger system during the initial contract term. The servicing bank must show the ability to adapt to the new Treasurer’s ledger system.)**

## Positive Pay

The County will send your warrant issue information to the bank using a transmission method or using our online banking portal to either upload an Excel file or manually enter the warrant information.\* We accept issue information 24 hours a day, 7 days a week. If we receive your warrant issue information prior to 9:00 p.m. MT, we process and update it before we update the system with warrant presented for payment that night. We can update your warrant issue information more than 50 times each day.

You can view exception images quickly and easily then make pay or return decisions using our fraud management tool on our online banking portal and mobile service.†

\*For current system requirements, see [wellsfargo.com/ceosystemrequirements](https://wellsfargo.com/ceosystemrequirements).

†Requires an iPhone, iPad, or iPad Mini running iOS version 10.1 or higher, or an Android device with version 7.0 or higher.

## Payee Validation

As you do today, the County can add our payee validation service to a positive pay service.

You’ll include payee names in your warrant issue file exactly as they appear on your warrants. We validate payee names on all warrants presented for encashment at our teller windows and on deposited checks above the threshold dollar amount. We pay payee matches and report payee mismatches to you through our fraud management tool. As with the positive pay services, you’ll make your pay or return decisions through either the online banking portal or mobile service.

## Service interruptions

After a disruption, **we prioritize restoring and maintaining normal service levels for our critical functions.** We have teams on call 24 hours a day, 7 days a week, ready to respond to a disruption.

Components of our recovery plans vary based on the potential business disruption, such as a loss of facility, loss of technology, or significant reduction to our staff. We've identified the main areas most commonly affected, and provide our general approach to each in the following paragraphs.

### Data centers

We quickly engage our technology teams when we detect a disruption at a primary data center. Our technology teams assess the situation and determine next steps based on the nature of the disruption. If we need to shift processing to an alternate data center, we can because we maintain redundant platforms for our business critical services. All alternate sites have sufficient capacity to maintain processing for an extended period.

In most situations, we can restore service at a primary data center for critical services within zero to 12 hours.\*

We've strategically dispersed our data centers across multiple locations to minimize potential disruption within a specific geographic region.

\*This does not guarantee that certain events will not affect Wells Fargo systems or that we will achieve specific recovery times in the event of a disruption.

### Operation centers

If a disaster occurs at one of our primary operation centers, we use an identified backup site to take over day-to-day processing and support. We use our backup site until the primary site returns to normal conditions.

We've strategically dispersed our operation centers across multiple locations to minimize potential disruption within a specific geographic region.

### Communication

We offer the following notification methods to inform you of a service disruption, including:

- Phone calls or emails from your client service officer, Elvis Uzomah
- Front-end messages advising the County about system issues; available when you contact Treasury Management Client Services through our toll-free number
- System status alerts displayed on the homepage of our online banking portal

The method we use to communicate with you depends on the nature of a disruption.

If a disruption prevents you from accessing your information, your client service officer, Elvis Uzomah, can help. They have access to bank systems and can provide you with the account information, balances, and other data you need to continue operating.

## Backup strategies for online channels

### Online banking portal

If the online banking portal experiences a disruption, we'll use our backup environment or invoke product recovery plans as needed. We maintain a duplicate environment of our online banking portal in a separate location. We actively monitor the readiness of the alternate site by using it to deploy code enhancements and enact disaster preparedness simulations.

### Mobile service\*

We have a backup environment for our mobile platform in the event of a system outage. Our mobile service and online banking portal channels use different web addresses and user interfaces. This means that, depending on the nature and root cause of an outage, users may be able to access services through the mobile service if our online banking portal is disrupted.

Additionally, our mobile token feature allows users to use their mobile device in place of a physical token to access secure services. This can be helpful in instances where users are separated from their physical token by a disaster event.

## Integration with new ledger system

Currently we integrate with your current Infinity Visions Treasurer's Ledger System. Our services use existing interfaces that work with a wide range of accounting, enterprise resource planning (ERP), or treasury workstation systems and will work with the County to integrate with your future system.

**2.2.2.3 The warrants are charged against one (1) clearing account; The Treasurer pays the bank, via wire transfer, book transfer or Treasurer's check, prior to 3 p.m. MST each workday for the total warrants processed, less any registered warrants or "suspect items".**

Acknowledged and confirmed.

**2.2.2.4 The servicing bank must provide a dedicated contact individual(s) for researching banking issues especially with regard to warrants. The contact individual(s) must be available Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Arizona time.**

Acknowledged and confirmed.

Please refer to the Qualifications section for the biographies of your relationship team.

Wells Fargo provides our highest level of customer service through a dedicated government relationship team with experience working with local county governments. Our goal is to always have someone available who knows the County and can assist with any questions you may have.

**John Musto** will continue to be your dedicated relationship manager and will meet with the County on a regular basis, coordinate internal experts to provide solutions, resolve any of your concerns, and take responsibility for your satisfaction.

John is based in the local government banking office and leads your relationship team, which includes:

- **Mauricio Chavez, Relationship Associate** – You can call Mauricio whenever John is out of the office or unavailable. He can help you with account maintenance, signature changes, and questions.
- **Michael Bradley, Treasury Management Consultant** – Michael leads our government treasury management team and provides customized technology solutions that make your financial processes easier and more efficient.
- **Michael Peneyra, Treasury Analyst** – You can call Michael when Michael Bradley is out of the office or unavailable. He can help you with your treasury management services.
- **Elvis Uzomah, dedicated client service officer** – Elvis is your dedicated expert on all your treasury management questions. Whether it's researching a transaction or resetting a password, you always have an online banking portal expert available to assist.
- **Sharen Ramirez, Regional Team Lead** – Sharen will continue to provide support and oversight on your banking relationship to ensure a seamless support and continued consulting on the best banking practices in the industry.

**2.2.2.5 The servicing 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.**

Acknowledged and confirmed.

## Online

You can retrieve images of your account transactions to view, download, and print account information, using the following services and applications, through our online banking portal, mobile service, or transmission.

## Statements & Notices

As discussed earlier, you can use our Statements & Notices service to view images of deposit adjustment notices (DANs) that include adjustment and transaction details. An image of the corrected warrant is included, when available. This service is available at no charge and includes email or text notifications to inform you that your notices are available for viewing online.

## Transaction Search

Our Transaction Search service is available on our online banking portal and mobile service. You can search for a variety of transactions, from warrants to ACH-originated items, and use as a full-service to view, print, or download images of warrants (disbursed and deposited), deposits, stop payments, and all account activity posted to your account.

Images are available by 7:00 a.m. MT the first business day after posting. Some images may also be available on an intraday basis. Check images are available for seven years and ACH-originated transaction history for up to 180 days.

## **Desktop Deposit**

With our *Desktop Deposit*<sup>®</sup> service, you can scan warrants for deposit by using an approved scanner and a computer with internet access and view them as images. Warrant images are promptly available online through our remote deposit service for 90 days. These same images are also available online through our Transaction Search service for seven years.

## **Mobile deposit**

You can capture warrant images and deposit funds\* to your account with the camera of a mobile device.\*

\*Requires an iPhone, iPad, or iPad Mini, running iOS version 10.1 or higher, or an Android device with version 7.0 or higher.

## **Positive pay**

With our positive pay tools, through our online banking portal or mobile service\*, you can view and download images of exceptions then make pay and no pay processing decisions.

\*Requires an iPhone, iPad, or iPad Mini, running iOS version 10.1 or higher, or an Android device with version 7.0 or higher.

## **Decisioning**

You can access returned items images and detailed information the next business day after we receive the items; information is available up to 180 days.

## **Transmission**

### **Image File Import (IFI)**

You can obtain all warrant images in transmission files through Image File Import (IFI). This delivery channel provides a transmission of images of paid warrants, electronically deposited items, and returned items.

Through our secure transmission platform, you can import images into your internal archives or to our viewing software. You choose to download image files in XML or PDF to meet your business needs.

## **DVD or CD-ROM**

### **WellsImage Media**

*WellsImage*<sup>®</sup> Media, our media service provides encrypted digital images of your paid warrants (front and back) with up to 30,000 images on CD-ROM and 210,000 on DVD. You can request up to seven years of historical images for disbursement accounts.

You can view your images using our proprietary viewing software, which is password protected and allows you to restrict user access.

## 2.2.3 Warrants

**2.2.3.1 Warrants must be presented to the Treasurer for payment the following business day. The presentation must be electronic and sorted by political subdivision in numerical order. The Contractor must include Record Code, Cleared Date Warrant Number, and Amount Paid. Additional data may be required by the Treasurer. If the image submitted to the Treasurer is not legible, a readable copy must be provided at no additional cost. If a legible copy cannot be provided, then the warrant will not be considered properly presented and will not be paid. Credit must be provided to the treasurer for any missing warrants. Investments must be registered in Navajo County's name. A listing of all paid warrants in numerical order sorted by political subdivision, including a total of warrants paid by each political subdivision and a grand total of all warrant paid must be provided. A primary service representative must be located in Arizona and be able to resolve any discrepancies or facilitate resolution of any discrepancies within three working days. All investment transactions must be settled Delivery vs. Payment.**

Confirmed and acknowledged.

Wells Fargo will pay all warrants on the date the warrants are presented to the bank. We will transmit the warrant information to the Treasurer the next business day. The Treasurer will pay for all of the warrants within 48 hours of receipt.

After comparing the warrant information received from the bank with the detailed information received from the various County entities, the County personnel can perform research using the our ARP and Positive Pay services, or request assistance from your relationship team or your dedicated client service officer, Elvis Uzomah. The current day warrant settlement total will be adjusted by any credit line, registered warrants, or by any discrepancies identified.

**2.2.3.2 By statute (ARS§11-644) a check that is drawn by the County Treasurer in the Treasurer's official capacity or a warrant that is not presented for payment within one year after the date of issuance is void. Explain how the BANK will ensure that checks or warrants that are over one year old will not be debited to the accounts of Navajo County.**

Different organizations have different policies regarding stale-dated checks. Therefore, we designed our service to give the County the flexibility to designate when an item is classified as stale. Our stale-date service is available with ARP or Positive Pay services and requires the County to send us an issue file. The County can specify stale-date periods ranging anywhere from one to 99 months.

With our Positive Pay service, the County can choose whether you want to view your stale-dated items. If the County chooses to view stale-dated items, we will present them on the County's online positive pay exception reports. The County can then make pay or return decisions for each one. If the County chooses not to review your stale-dated items, we will automatically return them.

Currently, the County has set a stale-dated period for each account enrolled with the Positive Pay service ranging from four to 12 months and is viewing stale-dated warrants. We will continue these settings unless the County requests changes.

This approach gives the County the flexibility to manage stale-dated items in a way that is consistent with your needs.

#### 2.2.4 Use of credit line in lieu of “registered” warrants.

**Upon receiving notice of being selected as the servicing bank, the Treasurer will require the servicing bank to evaluate the creditworthiness of Navajo County and specific entities, including all Fire and School Districts, within the county applying to establish a line of credit, pursuant to A.R.S. § 11-604.01(A), the amount of which will be agreed upon between the Treasurer and the servicing 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. As monies are received for each District, the Treasurer will calculate the amount available to pay down the Line of Credit. The Line of Credit is paid with the respective interest calculated at the lowest possible qualified rate.**

**The servicing bank will state its lowest possible rate for registering warrants and/or establishing Lines of Credit, according the Title 11, Chapter 4, Article 1, Arizona Revised Statutes.**

**Describe any and all fees associated with setting up lines of credit.**

**E-files of registered warrants stating warrant number, warrant amount, date redeemed and interest, is to be provided by the servicing bank to the Treasurer’s Office monthly.**

The County currently has lines of credit with the county and various districts within the county.

Wells Fargo will continue the County’s current set up for the lines of credit for the first year of the contract. After the first year, we will meet with the County each year to review usage, current set up, and other possible options that make sense for the County and Wells Fargo.

Please refer to the pricing section for further pricing details.

## Small issue rate

- 58% of Wells Fargo base rate
- Applies to the credit line extended to a borrower if the earnings or interest on obligations of that the borrower are exempt from taxation under the Code and the reasonable anticipated amount of qualified tax exempt obligations that will be issued by the borrower during the calendar year does not exceed \$10 million. To qualify for this rate under the loan agreement, borrower must (i) file IRS Form 8033-G or 8038-GC with the IRS and (ii) forward a copy to the bank.

## Large issue rate

- 64% of Wells Fargo base rate, the County
- 68% of Wells Fargo base rate, Navajo County Political Subdivisions
- Applies to the credit line extended to a borrower if the earnings or interest on obligations that the borrower are exempt from taxation under the Code and the reasonably anticipated amount of qualified tax exemptions that will be issued by the borrower during the calendar year exceeds \$10 million. To qualify for the larger issue rate, borrower must (i) file IRS Form 808033-G or 8038-GC with the IRS and (ii) forward a copy to the bank.

## Taxable rate

- Wells Fargo base rate
- Applies to the credit line extended to the borrower when the borrower does not qualify for the above rates.

### 2.2.5 Current lines of credit established

**Navajo County currently has a total commitment of approximately \$17,000,000 for twelve (12) entities utilizing a revolving credit line.**

Acknowledged and confirmed.

### 2.2.6 “Registered” warrants

**If the warrants presented exceed the cash and credit available, then the warrant in excess will register (see A.R.S. 11-635, A.R.S. 11-604.01, and A.R.S. 15-996).**

**The servicing bank must be able to comply with the Arizona law for registered warrants and explain how they are in compliance with the statutes.**

Acknowledged and confirmed.

Wells Fargo already has a process in place with the County for registered warrants according to Arizona State Statutes.

## 2.3 Banking accounts

The Treasurer currently administers over 20 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. Any unused credits shall carry forward to future analysis billing cycles. If hard dollar charges are issued in any application, those charges must be identified to the Treasurer's Office at no cost. The Treasurer's Office will verify the bank charges. Any discrepancies will be resolved with the bank prior to submitting payment.

Navajo County currently utilizes compensating balances to pay for the majority of its services. Indicate in your RFP how earnings credits are calculated. If hard dollar charges are issued in any application, those charges must be identified at no cost. The County would like the credits to accumulate monthly but the debits to settle monthly.

Acknowledged and confirmed.

### Account analysis

To **make the most of your balances**, the County can group accounts into a single relationship for analysis and compensation purposes. We'll calculate total charges, offsetting balances, and reserve requirements at the relationship level. We will also aggregate balances in all accounts (excluding controlled disbursement accounts) in the same relationship to determine compensation.

If you need to segregate billing for certain entities within your organization, **you can set up multiple analysis relationships** that only include accounts for each of those specific entities.

Each account within a relationship will also receive individual account analysis statements. Customers who use our subaccounting service can also choose to receive individual account analysis statements for each subaccount.

Your treasury management consultant, Michael Bradley, can assist you in configuring your account analysis structure to best fit your specific needs.

### Compensation

The County will receive a monthly account analysis statement detailing fees, ECR, and any fees due. Compensation is based upon the ECR and balances. The same price schedule applies, regardless of the compensation. We will debit your account after each billing period for the fees in excess of the compensation; however, your treasury management consultant, Michael Bradley, can discuss alternative payment options and billing periods with you.

We use an ECR to calculate the amount of fees offset by balances. The ECR index is set internally on a monthly basis at our discretion and may be adjusted during the month to react to market changes.


\*Balances are not sent to our Account Analysis system for controlled disbursement accounts.

**Make the most of your balances** when you group accounts into a single relationship.

**The ECR index is calculated after evaluating a combination of factors, including:**

91-Day Treasury Bill rate
Fed Funds rate
Sweep rates
Other market indicators

We calculate your earnings credit based on 100% of your average daily positive collected balances. We do not deduct a reserve requirement prior to calculating the ECR. Your earnings credit is calculated using the following formula:



$$(\text{average positive collected balance}) \times (\text{number of calendar days in the month}) \times (\text{ECR}) \div \text{actual number of days in the year}$$

We charge a recoupment fee to partially recover deposit insurance premiums that we pay to the FDIC.\* Your account analysis statement will detail this fee as an individual charge.

\*The FDIC does not charge a bank’s depositors for deposit insurance or require banks to pass the cost of deposit insurance on to their depositors.

Please refer to Tab M in the Appendix section of our proposal for historic sweep rates.

### 2.3.1 Overdrafts

**Warrant clearing accounts (see section 2.2.2.3) will have an anticipated negative balance as a result of one business day delay on the bank accepting the warrant and the Treasurer reimbursing the bank. No other fees, offsets, calculations or charges will be imposed on these negative balances. What is the Banks timeframe for notifying the Treasurer’s office of insufficient funds and return items to customers?**

Acknowledged and confirmed.

The County currently uses our Positive Pay service and would be alerted to avoid an item being overdrawn.

### 2.3.2 Stop payments

**The Treasurer’s office currently input stop payments 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.**

### Stop methods

You have two options to submit stop payment orders: through our online banking portal, or by electronic transmission, where you’ll include information in your ARP issue file. With both methods, you can send stop payment requests 24 hours a day, 7 days a week — we’ll process them in real time.

## Online

Stop payments are effective immediately after you successfully initiate the request through our online service.

The system automatically reviews the previous 180 days and intraday teller-cashed activity to determine whether a requested check has paid. While you can place stop payments on a range of checks, there is a maximum number of 50 stops that you can place at one time. To place stop payments on more than 50 checks at one time, you'll contact your dedicated client service officer, Elvis Uzomah, for assistance.

## By transmission

You can make a request as late as 7:00 p.m. MT and still receive same-day posting.

The system automatically reviews the previous 90 days and intraday teller-cashed activity to determine whether a requested check has paid. If you need to place a stop payment on a range of checks, you must include each individual check number in the file. As an alternative, you can contact your dedicated client service officer, Elvis, for assistance with a range stop payment.

## Effective period

Stop payments remain in effect for six months. You can renew an individual stop payment on an as-needed basis through our online service, or choose to use our automated renewal option. The renewal option lets you:

- Extend a stop payment for up to an additional six years (in 12-month increments)
- Predetermine a dollar threshold for automatic stop payment renewals
- Limit the number of times a stop payment is automatically renewed

### 2.3.3 Bank balance information

**2.3.3.1 The bank must provide an electronic balance transaction reporting system, accessible by a secure on-line connection, which shall include access to all of the Treasurer's account information residing at the servicing bank. The servicing bank shall explain how long images are available for retrieval by the User on-line and the amount of time the data is stored in bank files.**

Acknowledged and confirmed.

As the County uses today, our online Basic Banking service offers you an easy and efficient way to manage your treasury accounts through your desktop, tablet, or mobile device, without the complex, traditional information reporting services.

## Benefits

- Quick access to view and edit your account information or make funds transfers
- Up to 90 days of account history that you can download into various formats
- Simple, flexible control to add new users and administrators
- Streamlined design and experience across devices

## Reporting options

You can easily view your account activity through the following reporting options.

We retain all data and images for seven years.

### Account summary

Gives you a view of your cash and credit account activity, including beginning day, outstanding, and available balances. You can select accounts and options that include:

- Group
- Cash accounts
- Credit accounts
- Print

### Account details

You can view 60 days of transaction history, plus up to an additional 30 days of account history for your business checking, savings, money market, credit cards, select loans, and Wells Fargo line of credit accounts. You can also download account history directly into formats that include Microsoft Excel, Quicken, QuickBooks, or comma-delimited.

**2.3.3.2 Bank balances shall be available by 7:00 a.m. MST of each business day via the electronic data system.**

Acknowledged and confirmed.

The County can access prior day information through our online reporting service, mobile service, and by transmission.

## Online and mobile information reporting

We update previous day information by 4:30 a.m. MT on business days, and by 6:30 a.m. MT on Saturday.

If there is a service interruption, we update the system as soon as possible, typically within 15 minutes, post updates to describe the problem, and provide expected availability.

Our previous day reporting includes all transaction types that post to your account.

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

Acknowledged and confirmed.

The County currently uses our Basic Banking serviced and Wire Transfer service to transfer funds.

## Basic banking service

Authorized users can transfer money between cash and credit accounts in the same account list. Users can send transfers immediately, at the beginning or end of a day, or sometime in the future.

## Wire transfer service

Our wire transfer service processes correctly formatted outgoing payments on a straight through basis according to your instructions. We manually review, correct, and verify a payment that does not pass edits and that our system cannot automatically correct.

Next, our system automatically ensures that there are adequate funds available to process the wire and that a wire is not going to a country or beneficiary on the U.S. Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list. If the wire meets these requirements, our system releases it.

**2.3.3.4 The servicing bank shall provide on-line access to account balance reports, with debit and credit totals, DDA (Demand Deposit Account) cycled statements and account analysis statements with descriptions of the items on such statements.**

Acknowledged and confirmed.

## Online and mobile information intraday reporting

The County can access current day information through our online reporting service, mobile service, and by transmission.

We update current day (intraday) information multiple times throughout the day. The exact times vary depending on the specific transaction types and report. We report transactions and update the current ledger and available balances on a near real-time basis.

If there is a service interruption, we update the system as soon as possible, typically within 15 minutes, post updates to describe the problem, and provide expected system availability.

Our current day reporting includes balance information and the following transaction types:

- ACH debits and credits
- Cash letter deposits with availability
- Controlled disbursement summary and detail
- Incoming and outgoing domestic and international wire transfers
- Lockbox deposits with availability and detail
- Remote deposits with detail

We offer several additional intraday reports to the County, including those listed in the following table.

Available reports	
Intraday reports	With this report, you can:
ACH Origination	View ACH-originated transactions and confirm we received and processed them.
ACH Receive	View timely information for all received ACH transactions that will post to your account at the end of the current day.

ACH Return/NOC	Get detailed information for all ACH transactions, returned for any reason, as well as notification of change (NOC) information for items that processed successfully, but may require additional action.
Controlled Disbursement Detail	View check details for each of your controlled disbursement accounts.
Controlled Disbursement Summary	Helps you identify excess funds by offering a summary of the current day presentment and adjustment activity.
Deposit Detail	View your electronic deposits for the day, including the items in each deposit, and if they were processed as checks or converted to electronic transactions.
E-Box <sup>®</sup>	Review and post payments that originate through an online bill pay service. View information needed to match payments to your accounts receivables.*
EDI Payment Detail	Obtain detailed ACH and EDI payment data with addenda translations from your trading partners in a comprehensive format.
Intraday Composite	Get a comprehensive view of intraday information, including balances, transaction summaries, and transaction details.
Intraday Position	View total balances across multiple accounts with summarized debit and credit information, to help determine your intraday cash position and make daily investment and borrowing decisions.
Intraday Return Item Detail	Access details of returned paper items before your account is charged for the returns.
Lockbox Availability	Determine your funds availability for all lockbox deposits.
Lockbox Detail	See detailed information about received lockbox payments from your customers. You can also view images from each deposit, including checks and remittance documents.
Wire Transfer Detail	Get complete details for all outgoing and incoming wire transfers, including: book transfers, domestic U.S. wires, and cross-border wires.

## Transmission

You can receive current day BAI, SWIFT, and ISO 20022 XML files at various times throughout the day based on the times you specify during implementation.

We are unable to notify you in advance if a scheduled download is unavailable. If a scheduled download does not occur, you can contact your dedicated client service officer, Elvis Uzomah, for information and expected resolution time.

We provide full transaction detail on every transaction for easy identification and reconciliation.

## Online and mobile information previous day reporting

The County can access prior day information through our online reporting service, mobile service, and by transmission. We update previous day information by 4:30 a.m. MT on business days, and by 6:30 a.m. MT on Saturday.

If there is a service interruption, we update the system as soon as possible, typically within 15 minutes, post updates to describe the problem, and provide expected availability.

Our previous day reporting includes all transaction types that post to your account. The following table includes a description of our previous day reports and the information they provide.

Available reports	
Previous day reports	With this report, you can:
ACH Customer Activity	Access ACH settlement information and adjustment details, by account, as well as a summary of return activity, to help you make more informed account management decisions.
Express Balance	Get a quick snapshot of your previous day account balance information, as well as your current available balance.
Loan Manager	Receive a consolidated view of your asset-based loan activity, including summarization of operating account, collateral account, and loan activity.
Month-to-Date Balance	View a daily summary of account balances, including averages, aggregate float, and total transactions posted to your account, for month to date, prior month, or a specific date range.
Previous Day Posting Status	Check this report throughout the day to see if previous day information is available for your accounts. This report can include information for Wells Fargo accounts and accounts at other financial institutions.
Previous Day Composite	Get a comprehensive view of previous day information, including balances, transaction summaries, and transaction details. You can also view images of checks.
Previous Day Return Item	View details of paper returns after we charge them to your account. You can also view images of each returned item.
Sweep Account Position*	Monitor your line of credit, view your investment position for the next day, see how sweep activity impacts your line of credit, and track dividend accruals.

\*For Money Market Mutual Fund *Stagecoach Sweep*<sup>®</sup> and Credit Sweep customers only. Investment products are not FDIC-insured, are not deposits of or guaranteed by the bank, and may lose value. Deposit and credit products are offered by Wells Fargo Bank, N.A. Member FDIC.

## DDA (Demand Deposit Account) cycled statements

The County can get comprehensive account information through our online banking portal with our Statements & Notices service. Our interactive service allows you to easily access your statements, notices, and legal disclosures online, so you can streamline your process and manage your time more efficiently.

With this service, you can set your default preferences to display your information on the various screens, including the home page, for each of the statements and notices supported. In one single request, you can retrieve and download your statements in an easy-to-read PDF format for viewing or printing.

### Benefits

- Interactive one-stop access to your statements and notices
- Streamlined process – saves you time with personalized preferences
- Flexibility to retrieve multiple or individual statements and notices with one request
- Green solution – paperless delivery to help eliminate costs of handling and storage, and conserve natural resources
- Notifications\* available by email or text through our Alerts service

\*Legal disclosure notifications are not available.

You can access the statements, notices, and disclosures listed in the following table.

Document	Availability
<b>Commercial Checking/ Savings account statements</b>	Available one to two business days after your statement cycle's cutoff date <sup>1</sup> for up to 13 months (current month and prior 12 months).
<b>Multi-Currency Account (MCA) statements<sup>2</sup></b>	Available one to two business days after your statement cycle's cutoff date and for up to 13 months (current month and prior 12 months).
<b>Client Analysis statements<sup>3</sup> (CAS)</b>	Available within two business days after your statement cycle's cutoff date and for up to 13 months (current month and prior 12 months). Our exclusive interactive statement allows you to select individual or multiple items to trend up to 13 months of analysis history.
<b>DAN</b>	Available for up to 180 days after the adjustment is processed.
<b>Stop Payment notice</b>	Available for 30 days after the stop payment is processed.
<b>Stop Renewal notice</b>	Available for 30 days after the renewal is processed.

**Legal disclosures** Available until the expiration date (included with your statements).

1. Statement availability varies by account type and services used.
2. Deposits held in non-U.S. branches are not FDIC-insured.
3. Client analysis statements are available in CSV, Excel, HTML, and ANSI X12 822 formats.

## Account analysis statements

You can access your Interactive Client Analysis Statements through our online banking portal. This information is available within two business days after the statement cycle’s cutoff date. Features and benefits of this service include:

- Easily track costs and monitor trends
- Access statement data for 12 months
- Compare current balances, activity, and charges to prior months
- Drill down to more detailed views with flexible formatting such as HTML, PDF, Excel, CSV, ANSI X12 822
- View graphic representations of analysis data trends

## Trend analysis

You can monitor account summary information for the current monthly statement and compare it with the previous 12 months to spot trends in checking account activity. You can access trending information both graphically and numerically as shown in the following images:

Select a range of months to perform trending for the selected criteria and click **Calculate**.

↑ If a statement was re-analyzed, trending can only be performed on the most recent statement date for that month.

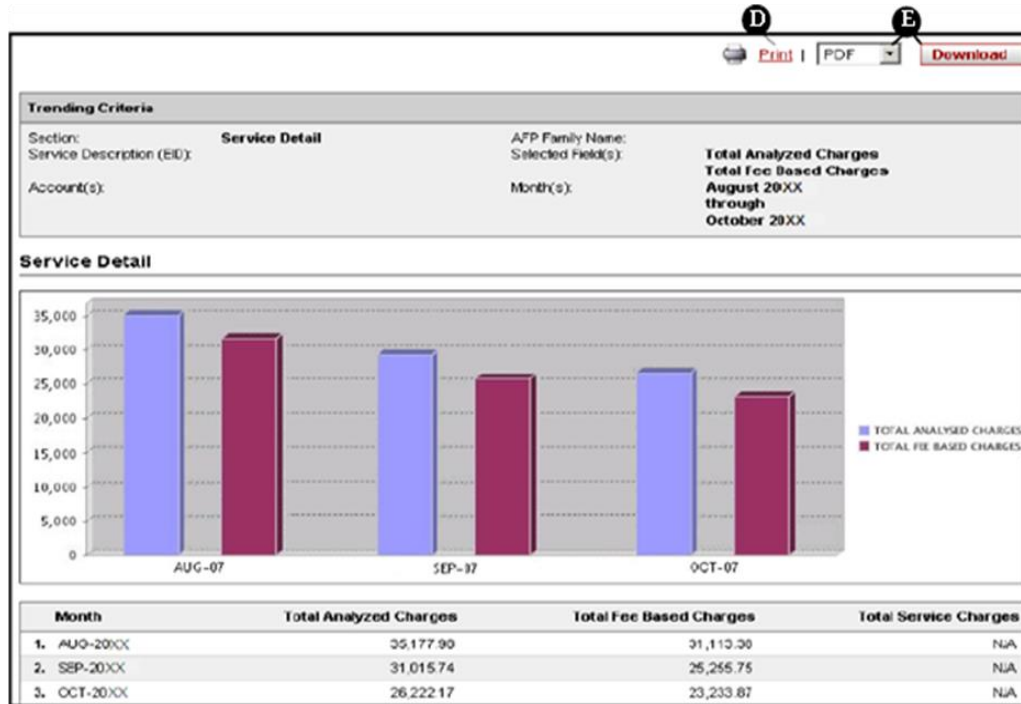
⊖ Required Field

Trending Criteria			
Section:	<b>Service Detail</b>	AFP Family Name:	
Service Description (ED):		Selected Field(s):	<b>Total Analyzed Charges</b>
Account(s)			<b>Total Fee Based Charges</b>

Month Range: ⊖ ⊖ Trend for an exact month or range of months ↑

OCTOBER 20XX through OCTOBER 20XX Refresh

Calculate



### 2.3.4 Monthly statements and account analysis

A monthly statement shall be prepared by calendar month and will be required to be submitted to the Treasurer by the 10th of the following month for all County accounts other than the daily statement of the servicing bank account. The monthly statement shall be available on-line by the first working day of the subsequent month. The Treasurer shall inform the servicing 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.

The Treasurer shall be provided with an account analysis within 15 days after the end of the month. The analysis must detail all activity levels and charges for all accounts covered by any resultant Contract. Any activity information that is not part of the Contractor’s standard account analysis must be provided in a supplemental report form.

The account analysis statement must be presented electronically, downloadable in a PDF or an Excel spreadsheet, at no cost to the County.

The account analysis statement must include a consolidated report summary that shows the total activity levels and charges for all County accounts. The bank must provide sufficient details (such as item counts, rates, etc.) for all activity charges. The County and its representatives shall have the right to examine any records that support the account analysis charges.

Acknowledged and confirmed.

You can choose from a variety of formats and delivery methods for receiving your account analysis statements.

The following table indicates which delivery methods are available for each format.

Format	Online	Secure email	Transmission	Mail
HTML	X			
PDF	X	X		
ANSI 822 text 30-10 or 40-10 versions	X	X	X	
CSV	X	X		
Spreadsheet	X	X		
Paper				X

The following table lists the mailing dates and online availability of statements and optional reports.

Service option	Business days after cutoff: mailed	Business days after cutoff: available online
<b>Full ARP statement</b>		
Month-end cutoff	6 days	4 days
Non-month-end cutoff	4 days	4 days
<b>Partial ARP statement</b>		
Month-end cutoff	2 days	1 day
Non-month-end cutoff	1 day	1 day
<b>Positive pay, full or partial ARP, and account statement</b>		
Month-end cutoff	6 days	4 days
Non-month-end cutoff	4 days	4 days
<b>CD-ROM with paid check images</b>	11 days	NA

We do not offer microfilm copies and we do not return paid or cancelled checks to you with your statement.

### 2.3.5 Overnight sweep

**The County does not currently utilize an automatic overnight DDA Sweep with all collected funds in excess of a designated balance swept into an investment fund but is interested in this process. Describe the overnight sweep account offered by the BANK including overnight investment options available to maximize the County’s potential earnings. Provide historical rates on your Sweep funds for the past 12 months. The County’s average balance sweep is \$15 million.**



Sweep accounts provide you with an **automated solution for optimizing funds and earning interest** on balances invested overnight. Because investments are either overnight or short-term, the County has daily access to your money.

Once you determine a target amount (which can be zero), we sweep excess collected balances over the target amount from your checking account to an investment. Alternately, we sweep excess collected balances over the target amount to pay down a line of credit, depending on your cash flow needs.

Benefits	
<b>Automated investment of funds</b>	By sweeping automatically each night, our service <b>eliminates the need for costly and time-consuming manual funds movement</b> to and from investment accounts.
<b>Accuracy of funds transfer</b>	Sweep transfers occur after all the day’s debits and credits post to your account. This <b>helps ensure that the sweep won’t accidentally overdraw</b> your account.
<b>Consolidated reporting</b>	With all of our sweep options, you receive a <b>monthly statement that includes information on your balances and the interest paid on your investment</b> . We offer daily confirmations with our Preferred and Repurchase Agreement options. Our confirmations provide you with sweep transaction activity and daily rates. You can monitor your sweep activity online using our information reporting service. We can also deliver your statements and notifications electronically.

### Money Market Mutual Fund Option

Our Money Market Mutual Fund Option\* automatically sweeps excess collected balances into one of our Wells Fargo Money Market Mutual Funds:

- Government Money Market Fund (I-Share Classes)
- 100% Treasury Money Market Fund (Service Share Class)

Because funds stay invested until you need them, you can generate earnings without sacrificing access to your cash.

If your checking account balance is above your target balance at the end of the day, we'll automatically sweep the excess balance from your account into a FDIC-insured omnibus account<sup>†</sup> at the bank. At the beginning of the **next business day**, we transfer the funds to the money market mutual fund custodian. The custodian invests funds in a non-FDIC insured, non-bank guaranteed money market mutual fund.<sup>‡</sup>

<sup>†</sup> Funds transferred to the omnibus account are eligible for FDIC insurance up to the allowable limit. Additionally, government deposits remain collateralized in accordance with state or federal law. We hold funds in the County's name until released for investment the following business day.

<sup>‡</sup>This is just a summary. For complete information, please see the *Wells Fargo Stagecoach Sweep* Service Description and the current prospectus for the *Wells Fargo Funds*<sup>®</sup>. Wells Fargo Funds Management, LLC, a wholly owned subsidiary of Wells Fargo & Company, provides investment advisory and administrative services for *Wells Fargo Funds*. Other affiliates of Wells Fargo & Company provide sub advisory and other services for the Funds. The Funds are distributed by Wells Fargo Funds Distributor, LLC, Member NASD/SIPC, and affiliate of Wells Fargo & Company. Your investment in a money market mutual fund will be pooled with funds belonging to other investors in an omnibus investment account in the name of Wells Fargo as agent on behalf of all its customers invested in the money market mutual fund. An investment in a money market mutual fund is not insured by the FDIC or any other government agency. Although the mutual funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market mutual fund. In addition, mutual funds are not guaranteed by Wells Fargo and may lose value. For more information regarding the money market mutual fund investment sweep option, obtain a current prospectus for the money market mutual fund by visiting [wellsfargofunds.com](http://wellsfargofunds.com), by calling 1-800-260-5969, or by contacting your Wells Fargo relationship manager. Consider the investment objectives, risks, charges, and expenses of the investment carefully before investing. This information can be found in a current prospectus. Please read it carefully before investing.

**\*Not FDIC-insured, no bank guarantee, and may lose value.**

The County also currently uses our fixed income services. Please refer to Tab N in the Appendix section of our proposal for an overview of Wells Fargo Securities Fixed Income Market and Portfolio Strategy.

### 2.3.6 Conversion

**Describe the overall plan your financial institution would coordinate to ensure a smooth transition from the current provider (Wells Fargo can disregard) including on-site training for the operation and use of the BANK's services and automated systems.**

The good news is that as a current Wells Fargo customer, the County does not need to go through a conversion.

Keep in mind that changing banks can be a significant undertaking. While it is easy to quantify the pricing and interest or earnings credit component of a banking services proposal, it is much more difficult to assess the intangible, internal costs associated with moving your relationship to another bank. Not only will staff have to complete their standard daily work, but they will also have to focus on the bank move. Additional banking implementation responsibilities include:

- Understanding new bank processes
- Educating the new bank on your procedures
- Coordinating with your IT department for format and other changes
- Testing files and checks
- Contacting vendors currently drafting your account(s)
- Opening new accounts
- Closing old accounts
- Ordering new endorsement stamps, remote deposit machines, and supplies
- Learning new online systems and software
- Building payment templates

By renewing your contract with Wells Fargo, these implementation challenges and costs are eliminated. For the implementation of any new service enhancements arising out of this RFP, the implementation team will partner with your staff to develop the implementation schedule and document the process. They will work with you and manage the entire implementation process. In addition, your dedicated relationship, sales, and service teams will be engaged throughout the implementation process.

### 2.3.7 Positive pay

**Navajo County is currently on Positive Pay and desires as part of the banking evaluation process to continue Positive Pay customers. One of the problems facing the County with regard to Positive Pay is the existence of Special Districts and small Fire Districts that are not on-line computerized with the Treasurer. Describe your Positive Pay services and include possible solution on how to deal with the entities that are not on-line.**

The special districts and small fire districts don't have to be online with the County to take advantage of our Positive Pay service. We will meet with the different districts and provide options for using positive pay based on their ERP requirements.

We offer various options for sending check issue information through transmission, or manually key information directly into Fraud Manager.

#### Positive Pay

Our Positive Pay service identifies warrants that may be fraudulent or unauthorized (for example, counterfeit, not validly issued, or altered) by matching those presented against your account to your warrant issue information. Positive pay exceptions (warrants that don't match your information) are reported to you.

It's quick and easy to view images and make pay or return decisions at our online banking portal; our mobile imaging and decisioning service is available through a mobile device.

#### Teller Positive Pay

Integrated into our positive pay service options, this service gives our tellers online access to your positive pay warrant issue information, including warrant dollar amounts and serial numbers. Tellers will use your issue information to validate warrants presented for encashment. If you use positive pay with payee validation, the payee name information will also be available for tellers to use when validating warrants.

#### Payee Validation

You include payee names in your warrant issue information, and when your warrants are presented for encashment<sup>1</sup> at a Wells Fargo store or through warrant clearing, we will validate that the payee name on the presented item matches the payee name on your issue record.

<sup>1</sup>If the payee is not a Wells Fargo customer, they will be charged a warrant cashing fee when a warrant is presented for cash at a Wells Fargo location. Alternatively, the County has the option to pay the warrant cashing fee as part of your account analysis.

## 2.4 Automated Clearing House (“ACH”)

**The County requires that the successful BANK 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 servicing bank. The successful BANK 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.**

Acknowledged and confirmed.

Wells Fargo provides our highest level of customer service through a dedicated government relationship team with experience working with local county governments. Our goal is to always have someone available who knows the County and can assist with any questions you may have.

As one of the largest financial institutions originating ACH transactions, your dedicated relationship manager, **John Musto**, has access to our product and operational team to address any needs or questions. In addition, John is directly supported by:

- **Mauricio Chavez, Relationship Associate** – You can call Mauricio whenever John is out of the office or unavailable. He can help you with account maintenance, signature changes, and questions.
- **Michael Bradley, Treasury Management Consultant** – Michael leads our government treasury management team and provides customized technology solutions that make your financial processes easier and more efficient.
- **Elvis Uzomah, Dedicated Client Service Officer** – Elvis is your dedicated expert on all your treasury management questions. Whether it’s researching a transaction or resetting a password, you always have an online banking portal expert available to assist.

Please refer to the Qualifications section for the biographies of your relationship team.

## 2.5 Business activity services

**The servicing bank shall also provide the following services:**

**2.5.1 Cashier’s checks, drafts, domestic and foreign payment orders upon request.**

Acknowledged and confirmed.

### Cashier’s checks

Cashier’s checks are offered in our branches as a standard product offering with a threshold of 10 checks per branch per week. If a larger volume is required, you can work with your treasury management consultant, Michael Bradley, for support.

### Foreign payment orders

You can initiate foreign currency payments from an account denominated in a different currency through our online wire, foreign exchange, and consolidated payables services.

With our online wire service, you’ll see an estimated exchange rate at wire initiation. You’ll approve a confirmed exchange rate during the wire approval process. You can also include an existing contract to the wire during initiation.

Our online foreign exchange service displays a real-time foreign exchange rate that you can accept or decline for each transaction. Alternatively, you can contact a foreign exchange specialist to obtain a contract rate. All payments greater than \$100,000 require a contract.

For wires originated using our consolidated payables transmission channel, you can call our foreign exchange specialists for a contract rate. The specialists provide a contract number that you can include with the wire.

In order to provide you with competitive market rates, we determine our rates based on a composite from various rate indicators around the world. We update rates throughout the day.

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

You can initiate and track inquiries using the following methods.

### Phone

During business hours, the County can call your dedicated client service officer Elvis Uzomah. You have the option to leave a voice mail 24 hours a day, 7 days a week.

### Email

You can also email Elvis at his direct email address using your own email system.

### Security measures

Treasury Management Client Services authenticates the County and requires you to verify certain information that only the County would know. For internal audit purposes, your client service officer documents which authentication methods were used.

If you contact us through the County's email system, we authenticate your email using the same method we would for a phone call. If you don't provide all the required authentication items, we send a secure email back to you and ask for the additional information before we begin to handle the request.

Whenever we transmit sensitive or confidential text and attachments by email, we use a secure messaging system that encrypts all emails — protecting your information while it's in transit. To read a secure email from Wells Fargo, you must be connected to the internet. You receive secure emails in your regular email inbox, and the same security image displays each time.

We have established turnaround times for research and adjustment items. The time it takes to respond to a request varies depending on the specific issue and on the type of transaction we're researching. In general, we make every effort to complete research requests for transactions processed within the previous 180 days within three business days.

**2.5.3 Coordinate the ordering and printing of all encoded warrants; the cost of which shall be applied against any earnings credit, at the Treasurer's discretion.**

Acknowledged and confirmed.

You can purchase deposit tickets and other supplies such as deposit bags, cash straps, and coin wraps through our supply order desk. We'll debit your account to handle fees for the deposit supplies. Alternatively, you can purchase these supplies from your own supplier.

**2.5.4 Replace damaged, lost, or temporarily misplaced items such as documents, cash items and/or data processing media and files.**

Acknowledged and confirmed.

Wells Fargo can retrieve images of items that have been deposited as needed for up to seven years from the processing date. We will also recreate or replace files such as reports, as needed, if the County notifies us within the appropriate time frames for the type of file needed.

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

Acknowledged and confirmed.

We can report these numbers electronically or on paper using our Deposit Location Reporting service in conjunction with our partial or full ARP service.

In addition, deposit numbers can be reported using the Previous Day Report. The report can be customized to include the desired information and can be downloaded to your system in Excel, BAI V2, or CSV formats.

## 2.6 Minimizing “float”

**The Treasurer desires to minimize the time deposited items that are held by the servicing 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 servicing bank describe the steps and procedures it will take to minimize this time period, otherwise known as the “float.” Additionally, describe the length of any “float” period. At a minimum, the following guidelines will apply:**

Acknowledged and confirmed.

Regarding availability schedules, we:

- Determine and calculate availability of deposited items based on our optimal check clearing and collection process.
- Give immediate availability for on-us items, except for our controlled disbursement items (which are available on the following business day).
- Calculate availability on an item-by-item basis according to the routing transit number on the check, the deposit location, and the time of day when you deposit the item.

Most of our customers use our standard accelerated availability schedule. We offer alternate schedules on a case-by case basis. We will work with you to ensure you have the most appropriate availability schedule for your account.

We review our availability schedules annually.

Please refer to Tab O of the Appendix of our proposal for availability schedules.

**2.6.1** For deposits of items drawn on the servicing bank, large checks (in excess of \$100,000), wire transfers, ACH deposits, cash, and coin deposits, funds shall be available on the same day.

Our cutoff times vary based on where you make your deposit: at a branch, from your online portal, or at a cash vault.

### Branch deposit services

- **Deposit-taking ATM**— ATM deposits made before 9:00 p.m. local time will be posted on the same business day. You receive credit the next business day for deposits you make after the deadline, on weekends, and on federal holidays.
- **Night depository** — Once we process your deposit, you receive same-day credit for cash and check deposits made prior to the cutoff time.
- **Teller line** — You receive same-day ledger credit for both cash and check deposits made by branch closure, local time.

### Proximity study of branch depository services

The branches identified in this table are closest to your locations and can support your commercial deposits for cash and checks.

Branch	Address	Distance from main location
<b>Holbrook</b> Traditional branch 928-524-6275	266 Navajo Blvd. Holbrook, AZ 86025	1.55 miles
<b>Snowflake</b> Traditional branch 928-536-4311	9 N. Main St. Snowflake, AZ 85937	29.35 miles
<b>Winslow</b> Traditional branch 928-289-4626	210 W. Second St. Winslow, AZ 86047	33.89 miles
<b>Winslow</b> Offsite ATM	1531 North Park Dr. Winslow, AZ 86047	34.33 miles
<b>Show Low</b> Offsite ATM	161 E. Deuce of Clubs Show Low, AZ 85901	49.33 miles
<b>Pinetop</b> Traditional branch 928-367-6320	1551 E. White Mountain Blvd. Pinetop, AZ 85935	59.3 miles
<b>Whiteriver</b> Offsite ATM	Hwy. 73 Main St. Whiteriver, AZ 84941	82.21 miles

<b>Flagstaff Humphreys</b>	1000 N. Humphreys St.	91.27 miles
Offsite ATM	Flagstaff, AZ 86001	
<b>Northern Arizona University</b>	201 W. University Bldg. 30	91.78 miles
Offsite ATM	Flagstaff, AZ 86001	

## Remote deposit

You will receive same-day ledger credit for deposits you submit by 8:00 p.m. MT; we do not offer a later deadline. Deposits you submit after our deadline receive ledger credit on the next business day.

## ACH

We retrieve ACH activity multiple times per day and memo post received ACH credits approximately 30 minutes after our system processes ACH activity. We apply the actual credit to your account after the close of the business day. Collected funds are available to you at the start of the next business day.

We post the credit settlement entry for originated debit transactions at the start of the business day shown on the effective date of your file.

## Wire transfer

We accept incoming wires from the Federal Reserve until 4:00 p.m. MT and credit them the same day.

**2.6.2 For deposits of items drawn on any other financial institutions with branches in Arizona, funds shall be available on the next day.**

Availability schedules are offered based on the deposit channel, such as branch and remote deposit.

Please refer to Tab O of the Appendix of our proposal for availability schedules.

**2.6.3 For all other deposits, funds will be available based upon the most expedient Federal Reserve availability schedule.**

Please refer to Tab O of the Appendix of our proposal for availability schedules.

## 2.7 Electronic payment via internet (e-checks/debit cards)

As a convenience to taxpayers, and in recognition of the change in customs and practice regarding the payment of financial obligations, the Treasurer requires the ability to offer the taxpayers the capability to pay their property tax through the Internet (“on line”). Describe in detail the type of application your bank would use to accommodate this request along with the additional cost, if any, for such service. This service is to include payment by credit card, e-check, online bill-pay (ACH) and any other emerging technology that may be specifically suited toward this endeavor. The BANK will make available, in a timely manner, “dedicated” contacts for; programming, business technical support and other liaisons directly related to implementation of this service. The Treasurer’s dedicated technical liaisons will provide file layouts and record definitions as needed. (25-30 payments per day with an average of \$221.00 per transaction)

**Online bill payments provide a convenient, simple, and paperless way for your customers to pay you.** However, many bill payments initially submitted online can still end as mailed paper checks by bill service providers. These check payments create exceptions and often have incomplete or inaccurate remittance details, which can result in further processing delays for you.

Our electronic lockbox service repairs exceptions and merges all your customers’ online bill payments into a consolidated electronic remittance file.

You use the file to **automatically** update your accounts receivable system and apply credits to your customers’ accounts.

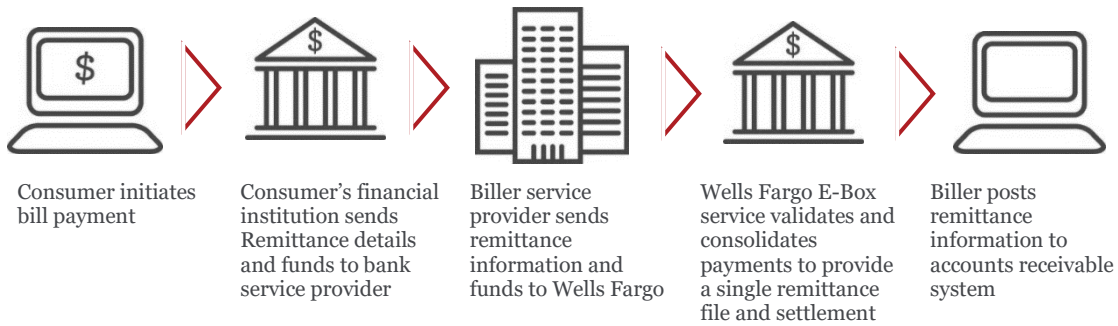
With our service, you can increase your straight-through processing rate of receivables and **minimize your staff’s time spent handling exceptions.**

Our electronic lockbox service accepts payments from all major bill service providers, consumer credit counseling centers, and walk-in bill payment providers.

### How it works

When you sign up, we’ll notify the bill service providers in our network that you can receive payments through our electronic lockbox service. The following graphic shows the flow of a bill payment through the various channels using our electronic lockbox service.





The County receives a single ACH credit to your deposit account.

### Automated payment validation

To improve the quality and standardization of the remittance file you receive, you can instruct us to use one or more validation routines to identify, filter, and repair invalid payments or other exceptions.

We'll suspend payments that include errors or exceptions. You'll have the option to review the suspended payments online and decide what to do with them. You can also simply instruct us to reject and return payments that don't meet your validation routines to the originator.

The following shows examples of the validation routines the County can choose from.

Validation routine	Description
<b>Account mask</b>	Confirms that the inbound account number matches your billing account number structure.
<b>Check digit*</b>	Uses a mathematical equation to determine if an account number is valid.
<b>Cross-reference database processing</b>	Translates consumer-initiated account numbers we receive and corrects the account number prior to validation and processing. This database can correct inaccurate account information your customer enters and can make account number changes that may occur due to a merger, acquisition, or system change.
<b>Positive file processing</b>	Compares inbound account numbers to a file of valid account numbers you provide.
<b>Stop file processing</b>	Compares inbound account numbers to a file of unacceptable accounts you provide.

\*Applies to credit card billers.

## Online payment management and research

### Manage payments

With our electronic lockbox service, you can perform the following functions online:\*

- View exception payments
- Initiate returns on exception and processed payments
- Update processed payments requiring account number changes for future processing
- Make decisions about exception transactions, including repairing payments with invalid account numbers
- Update your cross-reference database with valid account numbers and generate notifications of change (NOCs) to payment originators

\*The functions you can perform depend on the features you select during implementation.

### Dual control

For added security, a second person can review and approve all changes initiated by another user.

### Research

The County can view and research processed payments and access information for reporting and trend analysis.

### Payment history

You can locate transactions using the search criteria in the following table.

Search criteria		
Account number	Billor ID	Processed date
Amount	Consumer name or account number	Trace number

You can access all successfully processed payments for the previous 180 days. You can view and print full record-level data in HTML and PDF formats, and export data for manipulation and analysis in XLS and CSV formats.

### Reporting

Our Return and Repair report provides a detailed, payment-level audit of all user activity performed during the past 180 calendar days. You can tailor it to show only payments that meet your search criteria.

You can view and print activity in HTML and PDF formats, or export in CSV and XML formats.

**Option - Request servicing bank to provide separate P-Card (credit card) service pricing. This option is to provide P-Card service to Navajo County. The County currently uses Wells Fargo P-Cards. The County has approximately 500 P- Cards in current use with a yearly estimated usage of \$3.0M.**

The County can continue to use the *WellsOne*® Commercial Card solution.

- **Discuss and itemize all fees and costs related to the program that will be charged or withheld from the County, other agencies and vendors and how the fees will be collected.**

Please refer to Tabs A and B in the Appendix section of our proposal for associated fees and costs.

- **Rebates – Provide information on available rebates. Discuss if the County will receive rebates and the percentage of rebate offered. Offerors should state proposed percentages and on what date(s) rebates will be paid to the County.**

Please refer to Tabs A and B in the Appendix section of our proposal for rebate information.

- **Payment- Provide information on grace periods, how many days the County will have to process payments, any related fees and charges and penalties for late payments.**

## **Billing cycle**

Our normal billing cycle is monthly, but we can bill you weekly or twice monthly with flexible end dates. We can accommodate variable fiscal periods, so the County can determine the specific time of the week or month to pay. You will select your billing cycle during implementation.

## **Statement delivery**

You can view your statements online or download them in Excel or PDF formats. Program administrators receive an email notification that a statement is ready on the business day following the close of the cycle.

## **Terms**

Your payment terms are set at contract agreement. Our standard is seven days from cycle ending. You can elect to have the payment debited any time after your statement period closes. Shorter terms or more frequent payment schedules may positively affect your revenue share schedule.

## **Payment**

We will debit your account for payment by ACH with the frequency and cycle cutoff date you determine during implementation.

## 2.8 Credit card transactions

For convenience, many taxpayers desire to pay their property tax by credit card. The Treasurer is prohibited by statute from absorbing, or reducing, the amount of the property tax by the discount fee, or similar fee, charged by the credit card companies as consideration for the use of the credit card. As such, the servicing bank must be able to separately charge any requisite convenience fee imposed by a credit card company. As part of the RFP, state the maximum percent your bank would charge for such convenience fee. If this fee varies, be specific in the charges. Additionally, describe the manner by which such fee would be charged. Further, provide the discount rate the Credit Card Companies offer the BANK. At this time, Navajo County currently uses VitalChek for credit card transactions.

Our electronic bill presentment and payment service provides a **secure** and **convenient** option for **your customers to view and pay their bills online**.

It helps you reduce:

- Collection time
- Manual exception processing
- Days' sales outstanding
- Receivables processing costs

At the same time, it lowers your print and mail costs because fewer customers will require paper bills. Additionally, convenient email and mobile phone bill notifications remind your enrolled customers that payments are due.

The service, which hosts the bill payment webpages, is cost-effective, easy to implement, and branded to your identity.

A **turnkey solution** that **works with your existing systems** and doesn't require webpage development or extensive support from your information technology resources.



### Flexible bill presentment and payment options

At implementation, you choose the configuration options that are most efficient for your organization and meet your customers' expectations. This can increase the likelihood that your customers will choose to view and pay their bills electronically.

### Decide how much information your customers see

You can provide your customers with detail or summary bill presentment in HTML format, or you can provide PDF bill presentment. The payment page displays:

- A list of open bills
- Amount due
- Due date
- Invoice number
- Other optional fields, for example, a purchase order number

## Detail presentment

You can provide up to 37 billing information fields, including several fields that you can customize. The fields include line item details about what was ordered and shipped, unit price, and the previous balance that is past due.

## Summary presentment

With the summary presentment option, you can provide high-level billing information such as the information fields listed in the following table. In addition to the standard fields, there are several customizable fields.

### Billing information fields

- |                  |                    |
|------------------|--------------------|
| ▪ Invoice number | ▪ Previous balance |
| ▪ Invoice date   | ▪ Current balance  |
| ▪ Amount due     | ▪ Total amount due |
| ▪ Due date       |                    |

## PDF presentment

If you'd like your customers to view an exact replica of your invoice, the service can present the invoice in PDF format. We offer several options for providing invoices in PDF format. We'll discuss the options with you during implementation.

## Sending us your data

You can use the following options to provide your billing data.

### Application programming interface (API)

You can provide your billing data in real time through an API that uses:

- Representational State Transfer (REST) for communication
- JavaScript Object Notation (JSON) messaging format
- OAuth 2.0 authorization protocol

Your customers can view their billing information immediately, 24 hour a day, 7 days a week, depending on the County's internal system configuration.

### Batch files

You can submit your bill files in comma separated values (CSV) format using one of our secure internet transmission protocols or through the service's administrative portal.

If we receive your bill files by 9:00 p.m. MT, your customers can view their billing information the next business day.

## Choose the payment channels available to your customers

### Online



Your customers will access our service through a link on your website, or by bookmarking our online presentment and payment URL. We host the website, and it's branded with your logo.

When customers access the website, they can select one of three languages: English, Spanish, or French. This can increase customer engagement and reduce the number of calls to your customer service representatives.

### Interactive voice response



As part of the electronic bill presentment and payment service, you can choose to offer an interactive voice response (IVR) phone option for your customers to make payments. When your customers call the toll-free number, the system will prompt them to enter the information needed to process the payment.

With the IVR interface, you can choose from several configurable options for the call flow, including an option for callers to opt out and speak with one of your representatives. The IVR option supports English and Spanish.

We provide you with the payment data for IVR payments and website payments in the same file. You can also access the payment data through the service's online administrative portal.

### Telephone payments made through your customer service representatives



Your customer service representatives can accept payments over the phone and process them through the administrative portal of the bill presentment and payment service.

### Notifications encourage prompt payments

When your customers enroll for electronic bill presentment and payment, they'll receive notifications that remind them to view and pay their bills. Notifications are available by email or through your customer's mobile wallet.

### Email notification

#### We offer the following types of email notifications for enrolled users

- Ready-to-view bills
- Scheduled payments
- Processed payments, including confirmation number
- Expiring credit cards
- Past due bills

The email includes a link to the login screen. Once the payer logs in, he or she can view billing information.

### Mobile wallet

Your customer can add the County's bills to a mobile wallet.\* Notifications on the phone screen remind the customer to view and pay the bill. He or she taps on the View Bill or Pay My Bill button to access the website and make a payment.

Mobile wallet notifications have an advantage over email because notifications won't get lost in the customer's inbox.

\*The service is compatible with iPhones, iPads, and Android devices. Android devices require your customers to do additional setup to view notifications.

## Accept payments from enrolled users and one-time payers

You can choose to accept payments from customers enrolled in the online service and those making one-time online payments.

### Enrolled users

Enrolled users can save payment methods, set up recurring or future-dated payments, and view their online payment history.

### One-time payments

Customers can make one-time online payments, but not save their payment methods. These customers won't have access to online payment history.

## Accept multiple payment types

You can increase customer satisfaction by accepting a variety of payment types. With our electronic bill presentment and payment service, you can accept:

- Electronic check (eCheck) payments
- Major credit cards (Visa®, Mastercard®, Discover, or American Express®)
- Debit cards (with the Visa or Mastercard logo)
- Corporate and purchasing cards (Level III data supported)

A planned future enhancement to our service will also let you accept online digital payments like Amazon Pay and PayPal.

### Keep card information up-to-date

Maintaining updated card information for electronic bill presentment and payment users can increase customer satisfaction and minimize declined transactions. However, even if prompted by email, the payer may not update his or her card expiration date or card number.

You can take advantage of a service that automatically updates information for Visa and Mastercard cards used within a predetermined number of days in the past, or expiring within a predetermined number of days. The service updates card information once per month.

## Receive fast funds availability

Funds for payments processed before the cutoff time are typically available in your Wells Fargo account on the next business day.<sup>1,2</sup> You can choose a cutoff time of 6:00 p.m. MT or 4:00 p.m. MT.<sup>3</sup>

1. This should not be construed as a guarantee of next business day funds availability.

2. Visa, Mastercard, and Discover card transactions and eCheck only. American Express card transactions settle in one to three business days depending on the County's contract with American Express.

3. You choose the cutoff when we implement your service.

## Online reports and search capability

### Reports

Through the administrative portal, you can access a variety of reports, including:

- User reports that provide information about your customers' payment activity, status, and enrollment
- Financial reports that provide information about deposits and payment batches
- Bill payment and management reports that show payments, recurring payments, suspended payments, and stops
- File management reports that show the status of your billing files

Online reports are available 24 hours a day in real time. You can download reports in CSV, Excel, and PDF formats. In addition, you can customize the columns and filters for further analysis.

You have access to 12 months of payment and invoice history.

### Search capabilities

To assist with customer inquiries, the County's customer service representatives can search and query by date range, customer ID, payment amount range, and invoice number.

## Streamline receivables posting

You'll receive all of the information you need to **post and reconcile payments**, including:



- Your internal customer reference number, for example a customer or account number
- Payer's name
- Payer's email address
- Invoice number
- Amount paid per invoice number
- Fee amount (if applicable)
- Total amount paid, includes multiple invoices and fee amounts (if applicable)
- Payment method and channel

In the following paragraphs, we describe the options you can choose for receiving this information.

### Receive a daily accounts receivable file

To streamline receivables posting and reconciliation, you receive a daily\* accounts receivable file that automatically uploads to your ERP or financial system. The file provides details of your online bill payment activity including:

- eCheck payments and returned items
- Credit card payments
- Debit card payments
- Remittance information for all payment types

The accounts receivable file is available in a fixed-width flat file or in a pipe-delimited flat file. If you need a customized file to integrate with your system, you can use our consolidated receivables service.

You will receive this file by secure file transmission. As an alternative, you can download it in CSV format through the online administrative portal of our bill presentment and payment service. Your accounts receivable file is available four hours after your daily cutoff time.

\*Excludes Federal holidays and weekends.

**Memo post payments with real-time payment notification\***



Using an API, you can receive real-time payment data that your representatives can use to help provide a better customer service experience for your payers.

Our system sends the data to a URL that you provide, letting you automatically memo post payments to your receivables system. The real-time data includes the same information you’ll receive in the daily accounts receivable file.

\*Payments can be cancelled up to 15 minutes before your daily cutoff time. Therefore, we recommend that you use the real-time data only to memo post payments, and use the daily accounts receivable file for final posting and reconciliation.

**Consolidate electronic bill payments with other payments you receive**

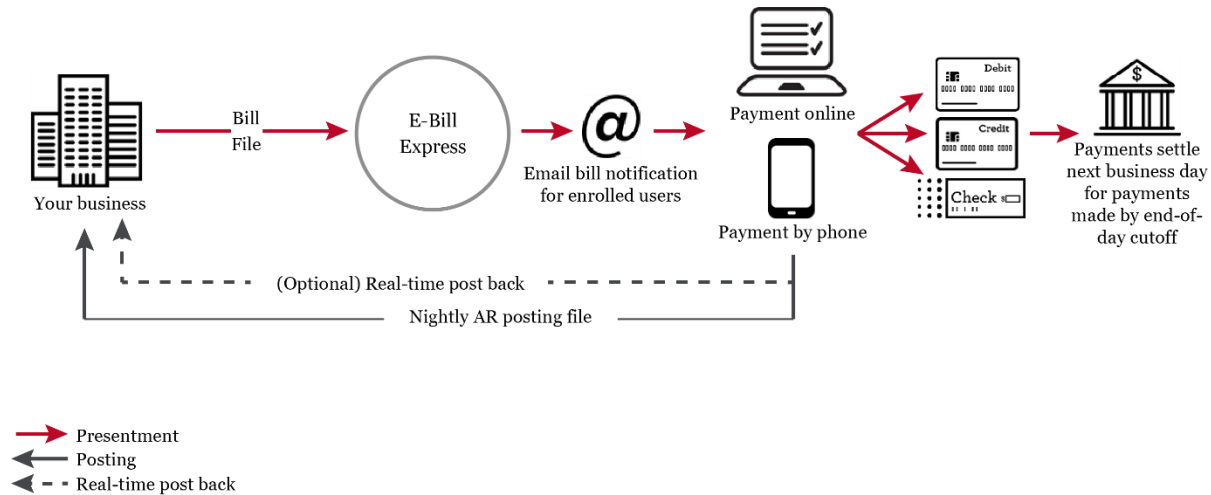
You can receive a consolidated receivables file that combines payments processed through our electronic bill presentment and payment service with other payments received in your Wells Fargo account. You can use the file to automatically post payments to your ERP platform or financial system.

Your consolidated file can include information on payments received through the sources listed in the following table.

Payment sources	
▪ ACH	▪ Image cash letter
▪ Wires	▪ Electronic billing service
▪ Lockbox	▪ Patient payments
▪ Remote deposit	▪ Multicurrency account (MCA) wire*

\*In pilot.

## How electronic bill presentment and payment works



## 2.9 Currency requirements

The servicing bank will be required to provide from time to time currency in amounts ranging from \$1,000 to \$5,000. The denominations will be specified at the time of the request. The servicing bank will be given twenty-four (24) hours notice whenever possible. The Treasurer will work closely with the security department at the servicing bank to outline precise procedures. The servicing bank will state the fees for this service.

You can place coin and currency orders through automated methods. We debit your account the day that we fill your orders and include your location numbers (if applicable) on your electronic reports and statements.

## Deposit and change order procedures

### Telephone

On a single phone call, you can place multiple orders for one or more locations, up to your daily limit. You can place orders up to 180 days in advance. You'll enter your location ID and password and then the bank's automated system guides you through the ordering process. The County will receive a confirmation number at the conclusion of placing the order.

To ask about the status of an order, change an order, or cancel an unfilled order, you'll use the confirmation number to initiate the request.

### Security feature

The County can establish a maximum order limit per location, which can help keep your account secure.\*

\*The maximum number of orders per delivery day cannot exceed 10 orders per location or profile.

### Online banking portal

When you use our online banking portal, you can place orders for up to 10 locations at a time, up to 30 days in advance. You sign on with your company ID, user ID, and password; enter the amount of currency and coin you need; and then verify and submit your order.

We provide a confirmation number. You'll use it to view, edit, or delete an order. We accept edits and deletes until 10:00 p.m. local time,\* the night before your armored courier picks up the order.

You can use our batch process to place up to 1,000 cash orders at one time. You'll download and fill out our spreadsheet template and then upload the file to our cash vault. Once our system verifies the file, it immediately sends you a file transfer confirmation message and number. Within 30 minutes, the County will see the status of your order on the Cash Vault Announcements page on the online banking portal.

\*Large orders may require advance notice to process.

## Security features

The bank's secure, online banking portal features:

- Account lockout — our system will lock out a user account, if there are too many invalid password attempts
- Authentication — we require multiple sign on identifiers
- Timed log off — our system will automatically log off users during periods of inactivity

## 2.10 Collateral requirements

**Collateralization will be required as per A.R.S 35-323.**

**This collateral may be required with same day notification. (The Treasurer will try to give the servicing 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.**

All public entities in the State of Arizona will be collateralized under the pooled program administered by the pool administrator. Collateral is pledged at 102% and current custodian is at Bank of New York Mellon.

## 2.11 Wire transactions

**2.11.1 The servicing bank shall provide on-line and optional voice (telephone), access for all outgoing wire transfers.**

Acknowledged and confirmed.

As the County uses today, we offer both online and telephone wire transfer services. In the following paragraphs, we describe the initiation and approval process for each of our wire service options. In the last paragraph of this response, we describe the release process, which is the same for all wire initiation methods.

## Telephone

### Initiation

Users will call a single toll-free number and provide an account number, personal identification number (PIN), and voiceprint. We validate the information using our voice response unit (VRU).

You can complete repetitive wires set up on our system through the VRU. You'll be connected to a team member in the wire department to complete free-form wires.

### Approval

To help ensure the safety and accuracy of your telephone-initiated free-form wire transfers, you can choose to use our optional callback approval procedure. We'll call a designated approver prior to releasing telephone-initiated free-form wires. We'll release the wire after the approver provides their PIN and voiceprint.

## Online and mobile wire transfer

### Initiation

To sign on to our online banking portal or mobile service, you'll use a company ID, user ID, and password. Then you'll enter a PIN and token code. Once authenticated, you can perform wire functions based on your authorizations. Functions include initiating repetitive or free-form wires and approving wires. We include the steps to create and submit wires in the following table.

Repetitive wires*	Free-form wires
<ul style="list-style-type: none"> <li>▪ Access the appropriate template by searching or selecting from a drop-down list.</li> <li>▪ Enter information not built into the template (for example, the value date or amount).</li> <li>▪ Submit the wire. You'll receive a confirmation that you can print.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Input all required wire transfer fields.</li> <li>▪ If needed, you can use our bank lookup feature to search for financial institution information, for example the bank routing number, and insert it into the appropriate field.</li> <li>▪ Submit the wire. You'll receive a confirmation that you can print.</li> </ul>

\*For repetitive wires, you must set up the wire template in advance.

### Approval

You can approve free-form and repetitive wires through our online and mobile wire transfer services. You can customize your setup to require up to four approvers. You can also require an additional approver for wires over a specific dollar amount.

We display items that require approval in the Pending Payments queue. From there, you'll see all pending wires for your authorized accounts. You can approve or reject one or more wires from the Pending Payments summary list based on your approval authority. Before approving or rejecting a wire, you can also review full wire details and modify the wire (if you have the authority). After all required approvals are in place, we'll release the wire.

## Consolidated payables transmission or upload

### Initiation

You can transmit or upload a consolidated payables file in a standard or custom format to initiate wires.

### Approval

You can choose to require secondary approval for some or all of the wires you send by consolidated payables file. You can require an approval at the file or transaction level through our online consolidated payables service.

Our consolidated payables service sends emails to each approver when we receive your file, when payments remain awaiting an approval, and when payments expire without an approval.

We describe the approval steps at the file and transaction level in the following table.

Approval steps at file level	Approval steps at transaction level
<ul style="list-style-type: none"> <li>▪ Select the file ID to view the details of the file</li> <li>▪ Select to approve or delete the file</li> <li>▪ Select submit or cancel</li> </ul>	<ul style="list-style-type: none"> <li>▪ Select the file ID to view the details of a file</li> <li>▪ View the transactions</li> <li>▪ Select the checkbox next to the transaction to approve or delete</li> <li>▪ Select submit or cancel</li> </ul>

## Automatic standing transfer

### Initiation

You'll complete paper setup forms for standing repetitive wire transfers and drawdowns. On the specified dates and times, we'll automatically initiate an outgoing or drawdown wire transfer.

### Approval

Once you have completed the setup forms authorizing your scheduled transactions, we require no further intervention or approval from the County.

### Release process

Our wire transfer system automatically verifies there are adequate funds available to process the wire, and performs all standard security and risk checks. For example, our system verifies that the transfer is not going to a country or beneficiary on the U.S. Treasury's OFAC Specially Designated Nationals and Blocked Persons list. Once approved, our system releases the wire immediately.

**2.11.2 The servicing bank shall provide repetitive wire transfer capability for all on-line and voice transfers.**

Acknowledged and confirmed.

See the detailed information in our answer to question 2.11.1.

**2.11.3 The servicing bank shall provide detailed on-line 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.**

Acknowledged and confirmed.

Through our online information reporting and direct file transmission services, the County can access detailed current day information on your incoming and outgoing wire transfers listed in the following table.

Wire information included	
Account name and number	Receiving and originating bank
Corresponding bank	Transaction status
Currency	Value date
Fed or SWIFT reference number	Wire amount
Internal reference of confirmation number	Wire text
Process date and time	


## Online reports

### Wire Transfer Detail report

This report provides comprehensive current day detail for all outgoing and incoming wires, grouped by type: book transfers, domestic wires, and international wires. Field descriptions in the report to make it easy to identify the information you're looking for.

You can tailor the report to show as much or as little detail as you need.

### Sample Wire Transfer Detail report

 <b>Custom</b> 02/28/20XX 01:25 PM ET CUSTOMER ID: WELLS OPERATOR ID: HENRY		HENRY WELLS, INC. Wire Transfer Detail Report As of 02/28/20XX		
Commercial Electronic Office® <i>Note: Intraday information subject to change</i>		Treasury Information Reporting		
<b>Currency:</b> USD <b>Bank:</b> 121000248 <b>Account:</b> 12345(CA)		WELLS FARGO BANK, N.A. WIDGETS, INC. / CONCENTRATION ACCT		
Credit Wire Amount	Process Date	From	Corresponding Bank:	Status
66,001.00	02/28/20XX 09:17 AM CT	FEDWIRE ANYBANK USA, N.A. XYZ CORPORATION N/A	N/A	COMPLETE
Wire Service Reference Number: 0228X1X2HUIX009999 Wells Message Number: XX0228011111 PC Reference Confirmation Number: 999-88-7777777X Value Date: 02/28/20XX Wire Type: 195 Wire Amount: 66,001.00 Transaction Reference Number: XX0228011111 USD Equivalent Amount: 66,001.00 Originator ID: 99999988765 Originator Name and Address: XYZ CORPORATION 100 MAIN STREET ANYTOWN USA Instructing Bank Code ID: N/A Instructing Bank Name and Address: ANYBANK USA, N.A. 500 MAIN STREET Sending Party ID: 88888888 Sending Party Name and Address: SENDING BANK, N.A., NEW YORK, NY 222 23RD STREET WEST NEW YORK NEW YORK 10001 Bank to Bank info: N/A Beneficiary Bank Code ID: 77777777 Beneficiary Bank Name and Address: WELLS FARGO BANK NA 999 MAIN ST EVERYWHERE Originator to Beneficiary Info: INVOICE NO. 6677890 DATED 21DECXX		Instructed Currency/Amount: USD/66,001.00 Exchange Rate: 1.000000 Fed CHIPS SWIFT Reference Number: 0228X1X2HUIX009999 Completed Timestamp: 02/28/20XX 08:37 AM CT Sender Reference Number: 20XX022800666666 Originating Bank Code ID: N/A Originating Bank Name and Address: ANYBANK USA, N.A. 100 MAIN ST ANYTOWN, USA Receiving Party ID: 0000000012345 Receiving Party Name and Address: WIDGETS, INC. / CONCENTRATION ACC 123 MAIN STREET ANYTOWN CA 00000 Intermediary Bank Code ID: N/A Intermediary Bank Name and Address: N/A Beneficiary Code ID: N/A Beneficiary Reference ID: 12345 Beneficiary Name and Address: WIDGETS INC 123 MAIN ST ANYTOWN, CA 00000 - USA CALIFORNIA (USA)		
66,001.00 Account Net Total 66,001.00 Net Total For Bank 121000248(USD) 66,001.00 Net Grand Total For Currency (USD)				
--- END OF REPORT ---				

### Intraday Composite report

You'll receive balance, summary, and detailed information on all transaction types, including wire transfer detail.

### Sample Intraday Composite report

	01/15/20XX 02:05 PM ET CUSTOMER ID: WELLS OPERATOR ID: HENRY	<b>HENRY WELLS, INC.</b> Intraday Composite Report As of 01/15/20XX	
	Commercial Electronic Office® <i>Note: Intraday information subject to change</i>	Treasury Information Reporting	
<b>Credit Transactions</b>			
01/15/20XX	195 / INCOMING MONEY TRANSFER <b>Cust Ref:</b> COMPLETE <b>Wire Ref:</b> 3863 <b>Wells Ref:</b> 010221024581 444444444 WELLS BANK NEW YORK, NY ABCED GROUP INSTITUTIONAL SAME DAY WIRES II 1234567890000 OGB=ABCED GROUP INSTITUTIONAL SAME DAY WI DEVONSHIRE STREET BOSTON, MA 02109 ORG=ABCED GR INSTL REDEEM OBI=1111111 DXXXXX, 2222222222 Completed Timestamp 020115122335 (Time Released)	<b>Bank Ref:</b>	<b>Credit Amount:</b> 109,381.95
01/15/20XX	195 / INCOMING MONEY TRANSFER <b>Cust Ref:</b> COMPLETE <b>Wire Ref:</b> 2134 <b>Wells Ref:</b> 010221019098 555555555 THE XYZ COMPANY CHICAGO, IL 123456789 ORG=ACME INTERNATIONAL ATTN: MARY WELLS LOCUST STREET DES MOINES, IA 50306 RFB=1111 OBI=ABC CORP USA N35515 ATTN ABC Completed Timestamp 020115112254 (Time Released)	<b>Bank Ref:</b>	<b>Credit Amount:</b> 36,700.08
<b>INCOMING MONEY TRANSFER Total</b>			<b>Credit Amount:</b> 146,082.03
<b>Debit Transactions</b>			
01/15/20XX	495 / OUTGOING MONEY TRANSFER <b>Cust Ref:</b> COMPLETE <b>Wire Ref:</b> 0251 <b>Wells Ref:</b> 010221014135 777777777 WELLS BANK N.A. LOS ANGELES, CA 22222 OBI=ATTN ACME CUSTODY /FTR/ BNF=3333333 ABC WELLS BK SAN FRANCISCO CA Completed Timestamp 020115103154 (Time Released)	<b>Bank Ref:</b>	<b>Debit Amount:</b> 2,906,523.70
<b>OUTGOING MONEY TRANSFER Total</b>			<b>Debit Amount:</b> 2,906,523.70

### Direct file transmission

You can receive balance, summary, and detailed information on all transaction types, including wires through direct file transmission. This allows you to establish automatic imports of intraday data into your accounting system. File formats include BAI V2 and ISO 20022 XML.

## Sample BAI incoming wire information

```

16,195,30000,,,/
88,WIRE REFERENCE: 120319047777/
88,FED REFERENCE: 0319C1B76E1C000777/
88,011103093 TD BANK, NA GLASTONBURY, CT 120319110858H777 ORG=SEASHORE
COMMUNIT/
88,Y PARKSIDE DEPOSIT/
88,ORY ACCOUNT 777 NORTH JONES STREET HOLMDEL, NJ 12777- OBI=ABC
REIMBURSEMENT/
88,FLEX PD 3117 PLAN/
88, YEAR 2011 OPI=4253638777 /FTR/ BNF=1234536928777 ABC COMPANIES OF NJ
FSA PO/
88,OLED GRP PHILADELP/
88,HIA, PA/
88,Completed Timestamp 120319100900 (Time Released)/

```

## Sample BAI outgoing wire information

```

16,495,2906522370,,,/
88,WIRE REFERENCE:01221024574/
88,FED #:5009/
88,7777777777 WELLS BANK N.A. LOS ANGELES, CA/
88,22222 OBI=ATTN ACME CUSTODY / FTR/ BNF=33333 ABC/
88,WELLS BK SAN FRANCISCO CA/
88,Completed Timestamp 020115081816 (Time Released)/

```

## Sample ISO 2002 XML format

```

<BkToCstmrStmt>
  <GrpHdr>
    <MsgId>CAMT0542013012315174</MsgId>
    <CreDtTm>2013-08-31T00:50:02.0Z</CreDtTm>
  <MsgRcpt>
    <Id>
      <OrgId>
        <BICOrBEI>Customer BIC</BICOrBEI>
      </OrgId>
    </Id>
  </MsgRcpt>
  <MsgPgntn>
    <PgNb>1</PgNb>
    <LastPgInd>true</LastPgInd>
  </MsgPgntn>
  <AddtlInf>INTR</AddtlInf>
</GrpHdr><Stmt>

```

**2.11.4 Internal bank and Federal reference number must be provided upon completion of outgoing wires. Servicing bank must state whether there is an option to modify and/or cancel outgoing future dated wires and book transfers.**

Acknowledged and confirmed.

Please refer to our detailed answer to question 2.11.3.

You can cancel or modify future-dated transfers before the value day by calling your dedicated client service officer, Elvis Uzomah, or our wire department.

**2.11.5 Incoming wires must be posted and available to view on the wire transfer on-line system immediately upon receipt by the bank.**

Acknowledged and confirmed.

We update current day wire reports in near-real time and include the information available in the following table.

Wire information included	
Account name and number	Receiving and originating bank
Corresponding bank	Transaction status
Currency	Value date
Fed or SWIFT reference number	Wire amount
Internal reference or confirmation number	Wire text
Process date and time	

The County can access your intraday reports through our online banking portal, or mobile service. We can also send you a direct file transmission for automated posting of wire information to your receivables system.

**2.11.6 Controls and dollar limits must be mutually agreed upon between the servicing bank and the Treasurer.**

Acknowledged and confirmed.

At the user level, the County's company administrator can set individual user transaction and cumulative daily limits for each wire type. He or she can also set your cumulative, daily funds transfer limits at the company and account levels.

In addition, to help prevent fraud, we maintain a variety of internal controls within our wire transfer system and at our operations centers.

## Internal controls System

Our wire transfer operations system requires complete segregation of duties so that the same operator cannot initiate and release a wire. Additionally, we require a second level of approval for wire repair changes. Terminal and user security settings help us maintain these controls.

## Personnel

We carefully screen all our wire transfer operations employees using a process that includes fingerprinting, comprehensive background checks, and insurance bonding. Entry into the wire transfer operations area requires security access.

## Regulatory

To monitor compliance with our security policies and federal regulations, we conduct annual internal audits of our wire transfer operations.

## Controls by wire initiation method

We describe our fraud controls based on wire initiation method in the following paragraphs.

### Online wire and mobile service

We require dual custody to initiate freeform wires, and create and maintain wire templates within our online banking portal. We also require dual custody to entitle users to wire services. With dual custody, completing tasks requires two users: one to initiate or change the transaction, and a second to approve it. The second approver must also initiate the approval on a separate computer or mobile device.

### Voice-initiated wire service

We require users to enter a PIN and voice print into our voice response unit to initiate wires over the phone.

## Consolidated payables

### Automated transmission

We authenticate and encrypt electronic payment files you send to us directly from your ERP, treasury workstation, or other accounts payable system. Security elements vary according to the internet protocol you choose and may include the following:

- Digital certificates issued by us
- ID
- Key
- Password
- PIN and token code
- PGP encryption
- Connect:Direct (NDM) with Secure+

### Manual file upload

To upload payment files manually into our online banking portal, users must enter sign-on identifiers and a token passcode.

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

The County will contact your dedicated client service officer, Elvis Uzomah, for any wire research inquiries. His phone number is 626-572-1518 and his email address is [elvis.uzomah@wellsfargo.com](mailto:elvis.uzomah@wellsfargo.com).

## 2.12 Direct deposit payroll program

**2.12.1 Servicing bank shall provide a mechanism for direct deposit for the County’s payroll system and shall have the ability to provide similar services for schools, special districts and fire districts.**

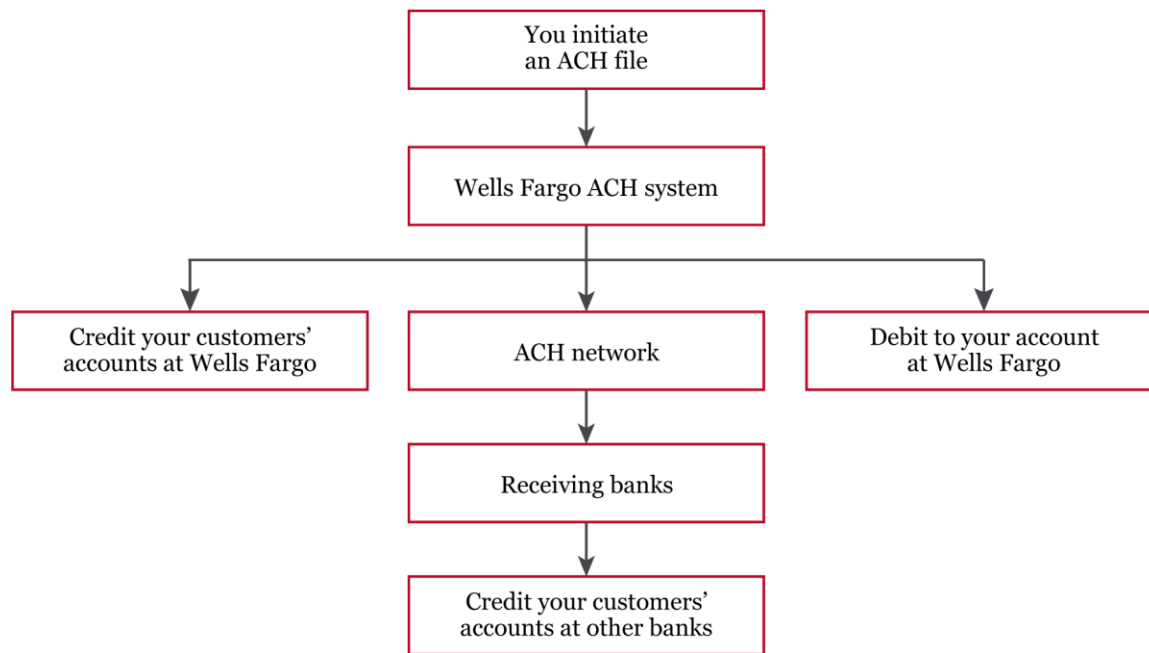
The County can deposit your employees’ payroll, expense reimbursements, and other work-related payments directly into their checking or savings accounts through the ACH network. Our ACH Payments service – available through our online banking portal – speeds the availability of funds, improves your cash flow, and provides added financial control.

**Improve cash flow and add financial control** with payroll direct deposit.

### Process

When the County submits payment information in an electronic file format approved by the National Automated Clearing House Association (Nacha), our system reads it and then delivers payroll entries to your employees’ accounts. You have options for settlement with this direct deposit service. One- and two-day settlements put payments in your employees’ accounts on payday morning. Same-day settlement puts payments in employees’ accounts no later than the end of their financial institution’s business day.

### How it works



### Deadlines

Although we have processing deadlines, **you can send direct deposit files 24 hours a day, 7 days a week.** If you send a file after the established cutoff time – or with an effective date on a holiday or weekend – we’ll process it on the next business day. The following table lists the deadlines for all settlement options.

Origination method	Same-day settlement (on-us)*	Same-day settlement (transit) †	One-day settlement	Two-day settlement
<b>Direct origination</b>	7:00 p.m. MT	7:00 a.m. MT and 11:00 a.m. MT	7:00 p.m. MT	10:00 p.m. MT
<b>Consolidated payables transmission</b>	6:30 p.m. MT	7:00 a.m. MT and 11:00 a.m. MT	6:30 p.m. MT	6:30 p.m. MT
<b>Online</b>	5:00 p.m. MT	7:00 a.m. MT and 11:00 a.m. MT	7:00 p.m. MT	7:00 p.m. MT

\*Both the originating account and receiving account must be Wells Fargo accounts. The \$25,000 transaction limit for Nacha’s Same Day Rule does not apply to on-us transactions.

†Transactions more than \$25,000 and international transactions (IAT) are not eligible. Funds from incoming credits are available by 5:00 p.m. local time.

**2.12.2 Does the Bank have current plans to add or remove branches within Navajo County?**

To the best knowledge of the Wells Fargo representatives preparing this response, there are not any current plans to add or remove branches.

**2.13 Armored car service**

**If the Treasurer requires armored car service to the Office of the Treasurer all fees for such service shall be approved and agreed to by the Treasurer prior to being implemented. The servicing bank will contract for the armored car services and pass the charge to Navajo County as a soft dollar charge, however, in no event shall a separate charge be billed to the County, directly or indirectly, for multiple “pick-ups” or stops in the same building or at the same physical address. The Pick-up/Stop locations are: Navajo County Mogollon Complex, Heber, AZ; Pinetop/Lakeside Justice Court, Lakeside, AZ; Show Low Justice Court, Show Low, AZ; Snowflake Justice Court, Snowflake, AZ; Navajo County Government, Holbrook, AZ; Winslow Justice Court, Winslow, AZ. Does the Bank have current plans to add or remove branches within Navajo County?**

The County should contract directly with, and pay fees directly to, an armored courier of your choosing from our approved list of courier companies. We will assist you in identifying local ones.

To the best knowledge of the Wells Fargo representatives preparing this response, we are not currently aware of any plans to add or remove branches.

## 2.14 Technological requirements

**2.14.1 The servicing bank's technology must be compatible with the Treasurer's electronic data processing equipment and software. The servicing 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.**

Acknowledged and confirmed.

As we do today, we are compatible and integrate with the County's equipment and software, which provides the ability to generate all required information. Moreover, with this integration already in place, there is no need to transition with a new financial partner, so there will be no loss of information or data exchange.

If the County makes adjustments to your systems, we will partner with you to meet any new demands or requirements.

**2.14.2 At the rate technology is growing and changing, Navajo 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 Navajo County. If at any time during the course of the contract, the Bank incorporates new technology that will enhance the capability of Navajo County to serve the taxpayer, Navajo 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 BANK is unable to provide the County with advancements in technology that are available, Navajo County reserves the right to obtain this technology elsewhere.**

Acknowledged and confirmed.

Quickly changing technology and needs require a bank to have the ability to keep pace and keep customers informed. We will continue to provide ongoing consultative services to the County. As new technology and products are introduced, our relationship allows us to collaborate quickly and creatively. We believe that Wells Fargo is uniquely suited to continue providing the County proven financial service by combining local service and support with national resources, today and into the future.

## Our approach

We put our customers at the center of every decision we make. We keep these key points in mind as we enhance our services:

- Focus on the customer
- Stay current with technology
- Keep things simple
- Make them easy to implement

Through ongoing conversations, we hear what customers want from their treasury and merchant services — and how they want to use and access them. Advisory councils and ethnographic research help us gather feedback that shapes our existing and future products.

We are planning the following service enhancements.\* Your relationship team will let you know when the enhancements become available.

## e-Commerce

To provide greater flexibility for our online customers, we plan to add additional online warrant acceptance services and additional mobile wallets. We're also working with our partners to develop a seamless experience and integrated reporting across payment acceptance channels, including web-based, card-present, and mobile payments.

In addition, we're evaluating and improving current fraud tools to help our online customers reduce the risk of fraud often associated with online payments.

## Targeted markets

We're evaluating and planning market-specific merchant solutions for industries including healthcare and government. These solutions will help meet the specific processing needs often found in niche markets and help our customers run their businesses more smoothly and efficiently.

## Benchmarking

It's important for our customers to understand their business and how it's performing. We are testing new payment data analytics products to help you benchmark and manage your business's performance.

\*The timeframes and scheduled future enhancements are subject to change.

**2.14.3 In no event shall the servicing 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.**

Acknowledged and confirmed.

## 2.15 Imaging at the Treasurer's office and various payment locations

The Treasurer desires to capture images of payment items as they are received and processed. As such documents are physically received by Treasurer's staff an image of each document should be electronically captured. The Navajo County Treasurer currently utilizes Creditron software and hardware for payment processing. Please discuss and evaluate how your institution can utilize Creditron or equivalent system to assist with the overall banking process. If your bank will provide the equipment necessary to capture these images, please describe the equipment in detail along with any extra charges which 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.

As an option, there may be other taxing districts, such as fire and school districts that may be interested in utilizing similar technology. The servicing bank should consider this option when addressing this issue.

Acknowledged and confirmed.

As you do today, you can **save both time and money** by using our image cash letter service to deposit checks into your Wells Fargo account electronically, eliminating the need for your employees to physically take deposits to the bank.

We designed our image cash letter service for customers who already have an existing process to capture check images and data. Therefore, you can use your preferred method to capture this information, as long as you format the file to the specifications we provide.

We support two image cash letter file formats:

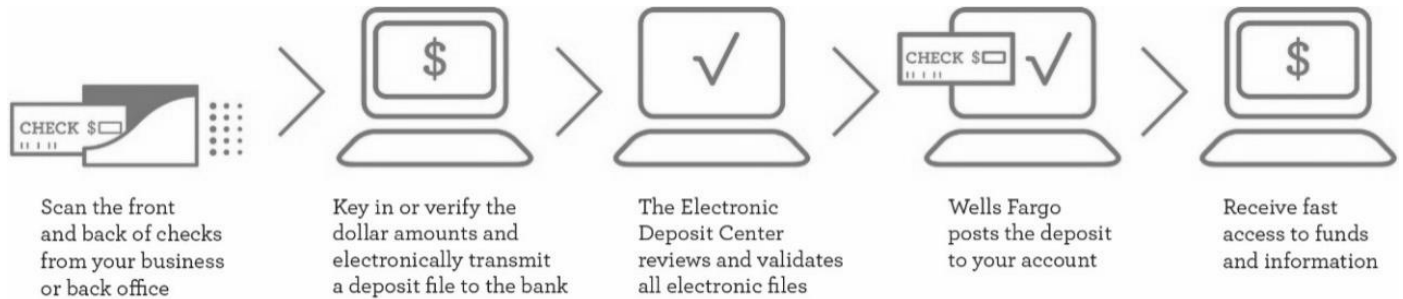
Common Federal Reserve Bank	Proprietary Wells Fargo
-----------------------------	-------------------------

Our proprietary format provides greater flexibility in structuring deposits and depositing to multiple accounts within a single file. Our proprietary format also supports a special user record for conveying discretionary data, which can help you research return items or exceptions, as well as provide an audit trail.



## How it works

The following diagram shows the general workflow of our image cash letter service.



Requirements	
Type	Items
<b>General</b>	<ul style="list-style-type: none"> <li>• Scan eligible checks to accurately capture all MICR line data</li> <li>• Capture and store check images and MICR data according to generally accepted industry standards</li> <li>• Create deposit records for the total of checks transmitted and send a balanced file</li> <li>• Format the file according to the specifications we provide during implementation</li> <li>• Transmit a file securely through one of our transmission options</li> </ul>
<b>Operational requirements</b>	<ul style="list-style-type: none"> <li>• Provide file editing, IT backup, and business resumption capability in case there is a problem with a transmitted file</li> <li>• Maintain and operate equipment to help ensure ongoing image and MICR data quality so that you can collect checks electronically or convert them into substitute checks</li> </ul>
<b>Check retention</b>	<ul style="list-style-type: none"> <li>• Securely retain original, scanned checks (for five to 14 days)* and then destroy them in a secure manner to help avoid accidental duplicate deposits</li> <li>• Retrieve individual original items during the retention period in the case of an exception item</li> </ul> <p>*Consult your legal department to determine the timeframe that is best for the County.</p>

## 2.16 Servicing multiple locations

**Explain how the BANK will service all of the County's outlying locations; i.e., Heber, Show Low, Winslow, Snowflake, Holbrook, Pinetop and others.**

Since the County is a current customer, we will continue to provide the same service that the County's locations receive today. In the following table, we provide a table listing our locations closest to the County's outlying locations.

Branch	Address	Distance from main location
<b>Holbrook</b> Traditional branch 928-524-6275	266 Navajo Blvd. Holbrook, AZ 86025	1.55 miles
<b>Snowflake</b> Traditional branch 928-536-4311	9 N. Main St. Snowflake, AZ 85937	29.35 miles
<b>Winslow</b> Traditional branch 928-289-4626	210 W. Second St. Winslow, AZ 86047	33.89 miles
<b>Winslow</b> Offsite ATM	1531 North Park Dr. Winslow, AZ 86047	34.33 miles
<b>Show Low</b> Offsite ATM	161 E. Deuce of Clubs Show Low, AZ 85901	49.33 miles
<b>Pinetop</b> Traditional branch 928-367-6320	1551 E. White Mountain Blvd. Pinetop, AZ 85935	59.3 miles
<b>Whiteriver</b> Offsite ATM	Hwy. 73 Main St. Whiteriver, AZ 84941	82.21 miles
<b>Flagstaff Humphreys</b> Offsite ATM	1000 N. Humphreys St. Flagstaff, AZ 86001	91.27 miles
<b>Northern Arizona University</b> Offsite ATM	201 W. University Bldg. 30 Flagstaff, AZ 86001	91.78 miles

## 2.17 Option on checks posted

**Provide options for remote processing of deposits for the County and its outlying locations.**

Like today, the County can save both time and money by using our remote deposit service to deposit checks into your Wells Fargo account electronically. **This service eliminates the need for your employees to take check deposits physically to the bank.** An extended deposit deadline of 8:00 p.m. MT for same-day ledger credit may mean faster notice of returned items.

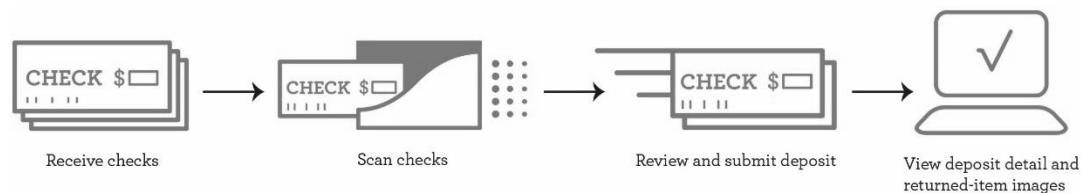
You'll no longer need to maintain accounts at local banks that have physical branches near your locations. You can **consolidate banking relationships**, save money on account maintenance fees, and **reduce the time spent reconciling multiple bank accounts**.

### How it works

You scan checks for deposit by using an approved check scanner and computer with internet access. Next, confirm the check dollar amounts and verify the deposit balances. Then, submit the deposit to us; you'll receive a prompt confirmation.

If you enroll in our Alerts service, we'll send authorized users a deposit confirmation notice by email, text message, or fax.

The following diagram shows the remote deposit process flow.



## Features

### Image access

As you scan checks, we capture their images and store them on our servers. Check images are promptly available online through our remote deposit service for 90 days; these same images are also available online through our online Transaction Search service for seven years.

### Custom fields

Using multiple discretionary data fields, you can enter customized information about the checks that you receive; this feature lets you search for checks using your own criteria and makes it easy to upload data into your accounts receivable system. Our quick data feature simplifies the capture process by automatically recalling some of your previously entered receivables data.

### Reporting

You can generate the following reports through our remote deposit service.

Available reports	
Report name	Description
<b>Deposit Report</b>	This report contains general information (including deposit amount, number of checks included, and submission date) for deposits completed within the past 90 days. It is available in HTML, PDF, CSV, and Excel formats.*
<b>Deposit Report with Item Details</b>	This report contains general deposit information and item details for each deposit completed within the past 90 days. It is available in HTML, PDF, CSV, and Excel formats.* The HTML format includes links to display item images.
<b>Express Report with All Item Images</b>	This report displays a “quick” version of the Deposit Report with Item Details. It is available in PDF format and contains detail information and images for each item deposited (up to 1,000 items), and maintains a 90-day history. You can select the number of images (up to eight per page) that you would like to see.
<b>Deposit detail transmission</b>	We offer a deposit detail transmission that can include discretionary data that you manually entered, in addition to check detail. This feature allows you to receive an electronic file for posting your receivables.

\*CSV, Excel, and HTML formats contain keyed discretionary data.

## User access

The County’s designated system administrators establish users, grant them access, and set their check limits.

Administrators can customize each user’s access. For example, a user can have scan-only access for one account and balance-only access for another account. This flexibility lets you implement dual controls so that one person scans and another person submits a deposit.

## Batch deposits

You can create multiple batches within one deposit. This batching simplifies balancing when you have checks for multiple entities in the same deposit.

## Mobile deposit

You can capture check images and deposit funds\* to your account with the camera of a mobile device.† Mobile users, such as on-the-road personnel, can accept customer checks and deposit them immediately.

\*One check per deposit.

†Requires an iPhone, iPad, or iPad Mini running iOS version 10.1 or higher, or an Android device with version 7.0 or higher.

## Updates

Because our service is entirely internet-based, it does not require the installation of any software (other than a scanner driver). Any updates we make are promptly available to you when you access the system.

## Quality control



- ✓ Before submitting a deposit, you'll have a chance to review the scanned items, and make corrections (such as rescan images, enter missing data, and verify item amounts) to balance the deposit.
- ✓ Then, you'll submit the deposit to us.
- ✓ Our Electronic Deposit Center inspects and analyzes the image quality of all items, looking for illegible items, image issues such as streaking or interference within key areas, and image contrast.
- ✓ While image quality exceptions are rare (accounting for approximately 1% or less of all items we process), we follow process for handling them.
- ✓ If there is an item that we cannot clear, we follow an adjustment process and notify you accordingly.

## 2.18 Option to provide an automatic teller machine (ATM)

**Provide cost/fees to provide and service an ATM at the main Navajo County Complex in Holbrook, AZ. This will be serviced by and responsibility of the providing vendor.**

Wells Fargo operates an ATM network with more than 12,000 machines. Approved and bonded vendors assist us in the installation and maintenance of our network. We provide a number of different ATM models that are selected based upon the consideration of requirements such as services needed, space, and site availability. ATM placement is done primarily to provide a distribution point for Wells Fargo customers. We evaluate sites based upon projected usage, potential for income, and current market coverage to determine if placements are feasible.

We can also provide a list of vendors for the County to work with on an individual basis.

### Deposit-taking ATM

Our deposit card enables you to make commercial deposits at Wells Fargo deposit-taking ATMs and at branch teller lines.\* Swiping the card at the counter replaces the need to complete a deposit slip.

\*Each ATM deposit is limited to 30 items (checks, bills or a mix of both). There is no limit for deposits made inside a branch.

To keep the associated account secure and help protect it from fraud, this deposit card only permits deposits to a single account. Neither deposit receipts nor the ATM screen shows the account balance.

The person submitting the deposit cannot make withdrawals, transfers, or balance inquiries with the *Stagecoach Deposit*<sup>®</sup> card. Thresholds apply to deposit volume. If depositing at a teller line, the teller will scan and image the checks, then confirm the deposit total.\*

\*With our *Stagecoach Deposit*<sup>®</sup> Post Verify service, we verify cash deposits submitted after you leave the branch, saving you time.

The bank will post deposits made before 9:00 p.m. local time on the same business day. For flexibility to track deposit activity, we can assign cards by location or by employee, and you can view deposits from our online banking portal.

## 2.19 Investment transactions — trust and custody

**Describe Investment services offered by the Bank (exclude overnight sweep already covered), include safekeeping services. Provide Investment Transactions pricing in Attachment D. The County currently has two (2) safekeeping accounts with approximately 250 transactions including security purchases at maturity and semi-annual interest)**

Wells Fargo is not bidding on these services.

On April 9, 2019, Wells Fargo & Co. entered into an agreement to sell the Institutional Retirement and Trust (IRT) business to Principal Financial Group. On July 1, 2019, Principal closed the acquisition of the IRT business.

## Qualifications

**This section shall describe the firm’s ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, and an estimate of the time each would devote to this program, and other pertinent information.**

Wells Fargo & Company is a nationwide, diversified financial services company with \$1.9 trillion in assets. We provide banking, insurance, investments, mortgage, and consumer and commercial finance services through more than 7,600 locations, more than 13,000 ATMs, online ([wellsfargo.com](https://www.wellsfargo.com)), and through mobile devices.

We’re headquartered in San Francisco, but we’re decentralized so every local Wells Fargo office is a headquarters for satisfying all our customers’ financial needs and helping them succeed financially. We do business with more than 70 million customers and one in three U.S. households. We have approximately 263,000 team members in 32 countries across our more than 90 businesses.

### Our vision

We want to satisfy all our customers’ financial needs and help them succeed financially.

### Key performance measures

Our year-end key performance measures are detailed as follows:

Key performance measure	2016	2017	2018
Total assets	\$1.9 trillion	\$2.0 trillion	\$1.9 trillion
Net income	\$21.9 billion	\$22.2 billion	\$22.4 billion
ROA	1.16%	1.15%	1.19%
ROE	11.49%	11.35%	11.53%
Equity and assets	10.94%	10.66%	10.39%

### Annual Report

To review the full Wells Fargo & Company Annual Report, please use the following link: [https://www.wellsfargo.com/invest\\_relations/annual](https://www.wellsfargo.com/invest_relations/annual).

### Our ratings

Wells Fargo subscribes to Fitch, Moody’s, Standard & Poor’s, and DBRS ratings agencies.

We have among the highest debt ratings of any financial services company, as shown in the following table.\*

<b>Wells Fargo &amp; Company</b>	<b>Fitch</b>	<b>Moody's</b>	<b>Standard &amp; Poor's</b>	<b>DBRS</b>
<b>Long-term Issuer Rating</b>	A+	A2	A-	AA (low)
<b>Short-term Issuer Rating</b>	F1	P-1	A-2	R-1 (middle)
<b>Senior Unsecured</b>	A+	A2	A-	AA (low)
<b>Subordinated Preferred Stock</b>	A BBB-	A3 Baa2	BBB+ BBB-	A (high) A (low)
<b>Wells Fargo Bank, N.A.</b>	<b>Fitch</b>	<b>Moody's</b>	<b>Standard &amp; Poor's</b>	<b>DBRS</b>
<b>Long-term Issuer Rating</b>	AA-	Aa2	A+	AA
<b>Short-term Issuer Rating</b>	F1+	P-1	A-1	R-1 (high)
<b>Bank Deposits</b>	AA	Aa1	A+	AA
<b>Senior Unsecured</b>	AA-	Aa2	A+	AA
<b>Subordinated</b>	A	Aa3	A-	AA (low)

\*Ratings as of February 2020.

The information provided can be found on our Investor Relations site ([wellsfargo.com/invest\\_relations/debt](https://wellsfargo.com/invest_relations/debt)) and is provided for informational purposes only. We do not guarantee the accuracy or completeness of information on or available through this site, and we are not responsible for inaccuracies or omissions in that information or for actions taken in reliance on that information. Please read Legal Disclaimers ([wellsfargo.com/invest\\_relations/legal](https://wellsfargo.com/invest_relations/legal)) before using or relying on information on or available through this site. Potential investors in our securities should seek professional advice before they invest.

## Experience

Wells Fargo has extensive experience in providing the services outlined in this RFP. Please see detailed information in the paragraphs below.

## Depository services

Wells Fargo has been processing cash deposits for retailers since 1852.

We offer several other deposit services, as shown in the following table.

Service	Experience
<b>Cash vault</b>	More than 30 years
<b>Night depository</b>	More than 50 years
<b>ATM</b>	
<b>Envelope ATM</b>	1977
<b>Envelope-Free<sup>SM</sup> ATM</b>	2006
<b>Remote cash capture</b>	2009
<b>Remote deposit</b>	2004

## ACH

We have offered ACH services since 1973. Our involvement with ACH began in 1969 with the Special Committee on Paperless Entries (SCOPE), which was formed to develop an electronic payment alternative to checks.

The following table details our 2019 originated and received volumes.

Volume type	Total items	Dollars
<b>Originator*</b>	6,447,735,729	\$10.07 trillion
<b>Receiver*</b>	1,988,708,175	\$12.62 trillion

\*Does not include on-us transactions.

According to the latest Nacha rankings, we are the largest credit and debit originator, and the largest originator overall. In addition, we are the second largest debit receiver, the third largest credit receiver, and the third largest receiver overall.\*

We're involved in various ACH associations and are one of 30 financial institutions that are direct members of Nacha. Our representatives serve on the following ACH regional associations:

- Payments First (ALACHA)
- Upper Midwest ACH (UMACHA) Board of Directors
- WesPay Board of Directors
- Payments Innovation Alliance
- Regional Payments Association – TCH Payments Authority

\*In May 2019, Nacha—The Electronic Payments Association® released two reports: 2018 Top ACH Originators by Volume and 2018 ACH Receivers by Volume.

## Wire transfer

We have participated in the Fedwire system since its inception.

We provide wire transfer services to more than 80,000 corporate and business customers. Of this number, 42% include customers from our corporate, commercial, and government sector. 58% of our wire transfer customers are from our business sector.

## Wells Fargo Electronic Deposit

Wells Fargo has offered an image cash letter service since 2004.

More than 850 customers use our image cash letter service.

## Desktop Deposit

We began offering a software based remote deposit service in 2004. We introduced our online remote deposit service in 2005, and in 2011 we launched our mobile deposit service.

Approximately 69,000 users across a base of 21,000 customers use our remote deposit service.\*

\*As of March 2020.

## Information reporting

We began offering information reporting services in 1988. In 2000, we began offering them over the internet through our online banking portal. In 2007, we began offering reporting through our mobile service.

We refreshed both our online banking portal and mobile information reporting services in 2016.

We update our information reporting services typically on an annual basis, and sometimes quarterly. We'll communicate upgrades in advance of and immediately after they are put in place.

Approximately 100,000 customers use our online banking portal.

## Merchant Services

We have been processing card transactions since 1976. In 1993, Wells Fargo and First Data Merchant Services joined to create Wells Fargo Merchant Services, L.L.C.

We offer merchants of all sizes processing for credit card, debit card, travel and entertainment (T&E) card, stored value, electronic check, electronic benefits transfer, and multicurrency through a host of point-of-sale equipment and software solutions.

Nearly 1,100 team members across the U.S. serve our merchant customers in roles including, but not limited to, sales, operations, and merchant account management.

We are a merchant acquirer. We are not a direct processor or an ISO.

## Your relationship team

Wells Fargo provides our highest level of customer service through a dedicated government relationship team with experience working with local county governments. Our goal is to always have someone available who knows the County and can assist with any questions you may have.

**John Musto** will continue to be your dedicated relationship manager and will meet with the County on a regular basis, coordinate internal experts to provide solutions, resolve any of your concerns, and take responsibility for your satisfaction.

John is based in the local government banking office and leads your dedicated relationship team, which includes:

- **Mauricio Chavez, Relationship Associate** – You can call Mauricio whenever John is out of the office or unavailable. He can help you with account maintenance, signature changes, and questions.
- **Michael Bradley, Treasury Management Consultant** – Michael leads your government treasury management team and provides customized technology solutions that make your financial processes easier and more efficient.
- **Michael Peneyra, Treasury Analyst** – You can call Michael when Michael Bradley is out of the office or unavailable. He can help you with your treasury management services.
- **Elvis Uzomah, Dedicated Client Service Officer** – Elvis is your dedicated expert on all your treasury management questions. Whether it's researching a transaction or resetting a password, you always have an online banking portal expert available to assist.
- **Sharen Ramirez, Regional Team Lead** – Sharen will continue to provide support and oversight on your banking relationship to ensure a seamless support and continued consulting on the best banking practices in the industry.

### Relationship Manager

**John Musto**  
Assistant Vice President

[john.f.musto@wellsfargo.com](mailto:john.f.musto@wellsfargo.com)  
602-378-5806 office  
480-294-4850 mobile

100 W. Washington St.  
13th Floor  
Phoenix AZ 85003

John offers the County consultative financial and banking guidance and coordinates the team of specialists that support your banking relationship. John is your advocate at the bank.

John began his career in banking with Wells Fargo in 2002 and has been a relationship manager since 2014.

John received his B.A. in business management from Western Governor's University.

### Regional Team Lead

**Sharen L. Ramirez**  
Senior Vice President

[sharen.l.ramirez@wellsfargo.com](mailto:sharen.l.ramirez@wellsfargo.com)  
505-766-6241 office  
505-263-6261 mobile

210 Lomas N.W.  
10th Floor  
Albuquerque, NM 87109

Sharen offers the County consultative financial and banking guidance and, along with your relationship manager, John Musto, she supports your banking relationship.

Sharen has worked in banking for more than 30 years. She began working for Wells Fargo more than 25 years ago and has been a regional team lead since 2002. She is an active member of the Women's Economic Self-Sufficiency Team (WESST) loan committee, and the Saranam, LLC development committee.

Sharen received her bachelor's degree from the University of New Mexico.

**Relationship Associate****Mauricio Chavez**

**mauricio.chavez@wellsfargo.com**  
**213-253-7222 office**

**333 S. Grand Ave.**  
**Fifth floor**  
**Los Angeles, CA 90071**

Mauricio supports your relationship manager, John Musto, and helps to enhance your customer service experience. He serves as your liaison with other areas of the bank. He also assists with questions related to account analysis statements and overdrafts.

Mauricio has been in his current role since 2017.

Mauricio received his bachelor's degree from Los Angeles Harbor College.

**Treasury Management Consultant****Michael Bradley, CTP**  
**Vice President**

**michael.d.bradley@wellsfargo.com**  
**979-273-9799 office**

**1445 Ross Ave.**  
**23rd Floor**  
**Dallas, TX 75202**

As your dedicated treasury management consultant, Michael has more than 30 years of banking experience to help customers with their cash management needs and offers a solution-based approach to meet your financial and operational objectives.

Michael focuses exclusively on working with government customers in Arizona, New Mexico, and Texas. Michael received his bachelor's degree from The University of Texas at Dallas and his M.B.A. with a concentration in accounting from DeVry University. He's also a Certified Treasury Professional (CTP).

**Treasury Management Analyst****Michael Peneyra**

**michael.peneyra@wellsfargo.com**  
**480-977-2791 office**

**3800 Howard Hughes Pkwy.**  
**Fourth Floor**  
**Las Vegas, NV 89169**

Michael supports your treasury management consultant, Michael Bradley. He works with you to begin new service implementations and can assist with treasury management questions when Michael Bradley is unavailable.

Michael joined the Government Banking team in 2018. Prior to that, he was with the Client Services team as a dedicated client servicer officer and team lead for 10 years, servicing customers using complex treasury products and services.

**Client Service Officer**

**Elvis Uzomah**

**elvis.uzomah@wellsfargo.com**

**626-572-1518 office**

**3449 Flair Dr.**

**Fifth Floor**

**El Monte, CA 91731**

Elvis provides day-to-day support for all of your treasury management services. He acts as a liaison between you and our operations groups to provide you with information and resolve issues in a timely manner.

Elvis been a client service officer since 2018.

## Wells Fargo At Work

We are committed to helping the County support your employees with enhanced benefits through our *Wells Fargo At Work*<sup>SM</sup> program. As we do today, offered at no cost to you, the program brings engaging financial workshops, tools, resources, and options to your workplace. Your employees will have access to financial resources that can help them and your company.

Today, the County's program is supported by your *Wells Fargo At Work* senior program manager, Derek Marra.

### Enhanced employee benefits for the County

Our program helps you enhance your financial wellness benefits for your employees by providing:

- Financial wellness workshops delivered at your locations
- Customized materials to help promote the County's program benefits
- Support for company initiatives to help increase participation, such as encouraging direct deposit or retirement savings
- Options to help your employees keep their financial priorities on track
- Online, mobile, phone, and in-person access\*

\*Your mobile carrier's message and data rates may apply. Availability may be affected by your mobile device's coverage area.

Your *Wells Fargo At Work* program representative, Derek Marra, helps to implement the program, and serves as your single point of contact.

### Financial education for your employees

#### In person

A distinct advantage of our program is our dedicated team of program representatives. Our team members work with you to provide financial workshops, consultations, and support for your employees, conveniently delivered at the County's locations.

Complimentary on-site financial workshop topics include:

- Budgeting and saving
- Managing your credit
- Paying for college
- Buying a home
- Monitoring your financial information

#### Online and mobile

We also provide online and mobile access to our financial wellness services, 24 hours a day, 7 days a week. We describe these services in the following paragraphs.

#### My Financial Guide

This guide offers a variety of articles, videos, and tips to help answer your employees' financial questions and help them plan for their goals. The content is available in English and Spanish. You can visit [wellsfargo.com/financial-education](https://wellsfargo.com/financial-education) for more information.

### **Financial health microsite**

This website helps your employees start or make further progress on their journey to financial security. It shows how changing “one little thing” in their spending habits can lead to a positive impact on their overall financial situation. You can visit [wellsfargo.com/financial-health](https://wellsfargo.com/financial-health) for more information.

### **Hands on Banking**

Hands on Banking® is a free, public service offered by Wells Fargo is a non-commercial financial education program. It provides relevant and engaging content for children, young adults, adults, entrepreneurs, seniors, military service members, and veterans. The youth curriculum aligns with the Common Core State Standards Initiative. You can visit [handsonbanking.org](https://handsonbanking.org) for financial education modules for each target audience. The website also offers tools and resources that may help your employees and their families make smarter financial decisions.\*

\*The *Hands on Banking* program is a free public service provided by Wells Fargo Foundation. An account or business relationship is not required for use or access.

## **Additional resources for the County’s employees banking with us**

### **Financial health conversations**

Your employees can help improve their financial well-being and build confidence by speaking with a Wells Fargo Financial Health Banker. This complimentary service is offered Monday through Saturday, from 7:00 a.m. until 5:00 p.m. MT. The conversations are focused on helping with the following:

- Find new ways to reduce spending and build savings
- Take control of debt, and pay bills with confidence
- Make credit work for you, not against you

### **Steps to Better Banking**

We welcome new checking customers with email, online, and ATM communications on how to use key services and maximize account benefits. The step-by-step series includes videos and tips, such as how to set up alerts and bill pay, make a mobile deposit, and pay friends and family.

### **My Money Map**

Our online money management tools can help your employees map their own financial plan and see their finances in a new way. With one click, the tools help track their spending, budget, and savings activities – displayed in easy-to-understand charts. Transactions from Wells Fargo deposit and credit accounts are automatically updated, so you can monitor your progress and adjust as needed.

## Additional recommendations

In the following paragraphs, we include brief overviews of additional services we suggest the County consider. We look forward to further conversations with you.

### Fraud protection services

We offer many solutions that put controls in place as fraud protection measures.

Our Payment Authorization service, for example, helps prevent unauthorized transactions by placing dollar limits on checks and over-the-counter withdrawals. Our service prevents individuals from encashing checks at the teller line.

We offer positive pay services that systematically compare checks presented for payment to the check issue information that you provide to us. Wells Fargo makes the comparison in order to detect mismatched serial numbers and dollar amounts, which can be evidence of fraud. To stop thieves from passing legitimate checks with altered payee names, we offer an optional payee validation service. We pay payee matches. Through *CEO Fraud Manager*, we provide images of payee mismatches for you to view and make decisions on unresolved exceptions to pay or return them.

You'll have better control over the ACH debits that post to your account when you use our ACH Fraud Filter service. You can choose to use our stop option and automatically stop all ACH debits — except those that you specifically preauthorize — from posting to your accounts. You can also choose our review option, which presents the transactions to you for pay or return decisions.

The County can use our *Perfect Receivables* service to establish proxy account numbers to route incoming ACH and wire payments. The proxy account number takes the place of your account number. This substitution makes your actual account number unavailable to thieves, which helps to deflect fraud before a thief attempts to steal the account information.

Our cyber fraud measures include several layers of monitoring and multiple systems that secure your account and transaction information. For example, we require secondary authentication for all high-risk transactions such as online payments, foreign exchange, and online administration services.

### Payment Manager

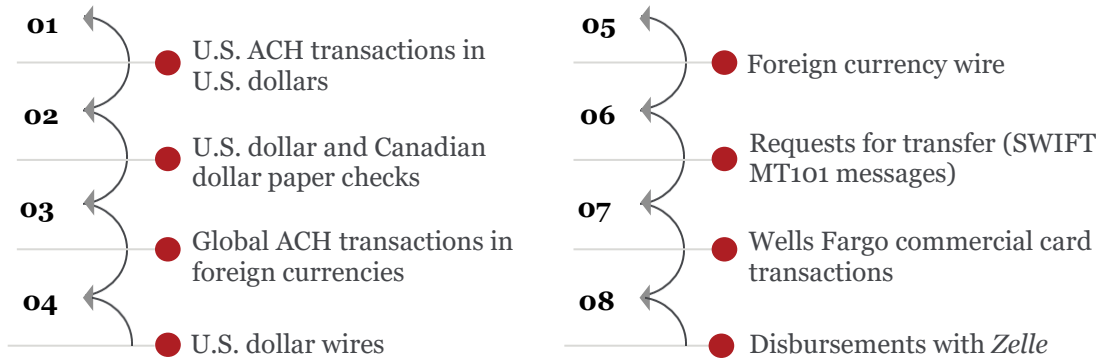
You can send consolidated payables files to **streamline** and **automate** your payment and remittance processes, strengthen trading partnerships, drive working capital, and improve operational efficiencies.

By reducing the use of paper documents and manual data entry, you **minimize mistakes** and **increase efficiency**.

## Payment types

**In a single file**, you can provide payment instructions and include all related remittance information. Your file can include multiple payment types; **we'll separate the payments by type** and process them accordingly.

Your file can include the following payment types:

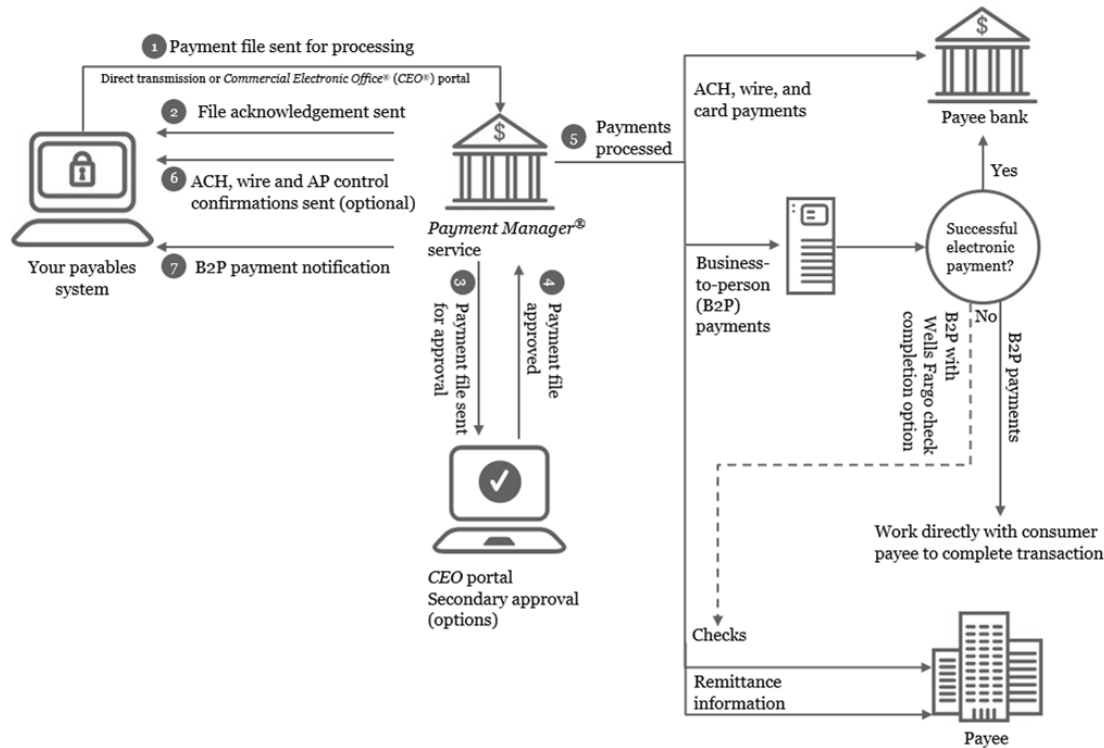


## Online services

Through our online banking portal, you can:

- Upload a payment file
- Perform additional approvals after sending the file
- Access acknowledgments and optional confirmations
- Generate reports on payment files
- Run an audit report on settings and user entitlements

## How it works



## Benefits

### Accepts a variety of file formats

We accept most custom and proprietary file formats — almost any type of file format your system can generate. If you use a standard format, it can minimize your implementation cost and time.

### Improve cash forecasting and reconciliation

Electronic control of your global disbursements allows you to better manage and forecast your cash flow. The service is also integrated with our account reconciliation and positive pay services.

### Potentially reduce costs

Sending one consolidated payables file reduces your internal costs associated with AP processing. Specifically, electronic payment methods can reduce your expenses for paper check payments.

## Compatibility with treasury workstations, ERP systems, and other accounts payables systems

These include, but are not limited to:

### Treasury workstations and ERP systems

- GTreasury
- JD Edwards
- Kyriba
- Lawson
- Microsoft Dynamics Great Plains
- Oracle\*
- PeopleSoft
- SAP
- SunGard
- Wall Street Systems
- Yardi

\*If you use Oracle, you can use our software solution to manage data translation to the file.

## Flexible file options

### Delivery

Transmit your payment file using a variety of communication protocols (including multiple internet options) or upload it online.

### Formats

This service accepts:

- Standard Wells Fargo flat file
- Wells Fargo XML
- ASC X12 820
- Lawson AP 161
- Excel
- SAP IDoc
- ISO 20022 (CGI common XML standard)
- Custom and proprietary formats

Our service  
accepts and  
acknowledges  
your file for  
initial  
processing **24  
hours a day, 7  
days a week.**

## Processing deadlines

Depending on the payment type you send, we'll process your file the same business day if we receive it by our cutoff time. We process a file that arrives after the cutoff the next business day. If you require secondary approval, it must be completed by the applicable deadline for same-day processing.

If a file includes multiple payment types, the earliest applicable deadline applies to the entire file.

## Cutoff times (MT)

Payment type	File cutoff time
<b>Checks</b>	
Standard	8:00 p.m.
Same day*	10:00 a.m.
<b>ACH</b>	
On-us same day settlement	6:30 p.m.
Transit same-day settlement	7:00 a.m. and 11:00 a.m.
One-day settlement	6:30 p.m.
Two-day settlement	6:30 p.m.
<b>Wires</b>	
Fedwire	3:30 p.m.
SWIFT	3:00 p.m.
CHIPS	3:30 p.m.
<b>Wells Fargo commercial card</b>	Accepted when received
<b>Zelle payments</b>	6:30 p.m.

\*Subject to volume limitations and additional fees.

## Safety and security

### Secondary approval

You can make optional secondary approvals for some — or all — of your payments after we receive your file. The system can hold an entire file of payments, or an individual payment, for an authorized user to approve or delete. We'll then generate the payments and send remittance information based on your instructions.

### History

Search for payment information, view standard reports, create custom reports, and schedule report reminders. **Data is available for 90 calendar days after we receive your payment file.**

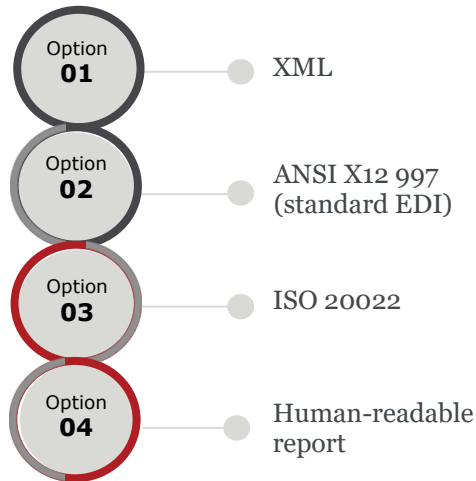
Users with administrative authority have access to an audit report which provides snapshots of setups and user entitlements. You can also view all changes made to setups and user entitlements within the last 90 calendar days.

## Assurance of receipt

Acknowledgements

We'll let you know by transmission, secure email, or both that your file has reached our system and has undergone initial processing.

**You can choose the format:**



If you'd like delivery by both transmission and email, each can be in a different format. You can also view and download acknowledgments online.

You have the option to receive payment confirmations for wire transfers, commercial card, and ACH payments by **transmission, secure email, or both**. You can also **view and download confirmations online**.

**You choose the format:**

- 1 XML
- 2 Excel CSV
- 3 ISO 20022
- 4 ANSI X12 824 (standard EDI)
- 5 Human-readable report

## Confirmations

### Why Wells Fargo?

#### Disbursements with Zelle

A convenient new service, Disbursements with *Zelle*, allows you to replace business-to-consumer (B2C) check payments with electronic payments, using your payee's email address or mobile phone number.

Our service allows you to:

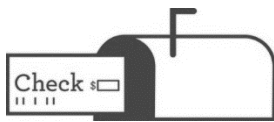
- Send payments without obtaining personal account or routing numbers
- Eliminate the risk of storing payee account data
- Reduce expenses related to paper checks
- Send a courtesy notification to your payee providing payment information

Unregistered payees

If your payee is not registered for *Zelle* payments at the time of payment initiation, we offer an optional feature that will send them a payment alert. This alert contains instructions for your payee to enroll to receive a *Zelle* payment. The funds will settle after your payee registers.\*

\*Your payees have 14 calendar days to register to receive their funds.

Check completion option



With this option, we can automatically issue a check payment to a registered payee if their electronic payment is unsuccessful. Our check completion option requires you to include complete check issue instructions along with your *Zelle* payment request.

When you choose this option, there are no additional steps to address payment failures because your payments will complete electronically or by check based on the payee’s registration status.

**Enhanced remittance delivery options**

You can include detailed remittance information in your payment file. You choose the delivery method: online, email, mail, or fax. We’ll separate and process the payments and forward the remittance data in a human-readable format to your payees.

**Transition payees to electronic payments**

**We offer you two options to transition your payees to electronic payments:**

- 1 Invite your payees (by mail or email) to self-enroll online to receive ACH payments (instead of check payments) and electronic remittance information. You choose the remittance delivery channel you want to offer: email, mail, fax, or online.
- 2 We analyze your vendor’s data to provide an onboarding forecast. This predicts the conversion to commercial card, ACH, or both. We then plan an onboarding campaign on your behalf for your suppliers.

**Templated payments**

We offer you the option to send templated payments to your suppliers after they enroll. Our database facilitates the payments, which frees up valuable time and resources for the County.

## Integration with centralized disbursements service

Our **Centralized Disbursements Manager** service is a web-based platform combining centralized disbursements with entity-level reporting. We partner with you to track and monitor disbursement activity and corresponding funding through a consolidated master account using a **fully integrated online application**. If the County's disbursements are centralized but reporting must be kept separate by operating location or business line, you will benefit from this service.

### What's changing?

Currently, this service requires you to submit issue files containing your check and ACH payments in a Centralized Disbursement Manager-specific format. Therefore, if you use this service and our consolidated payables service, you're required to submit two separate files in separate formats.

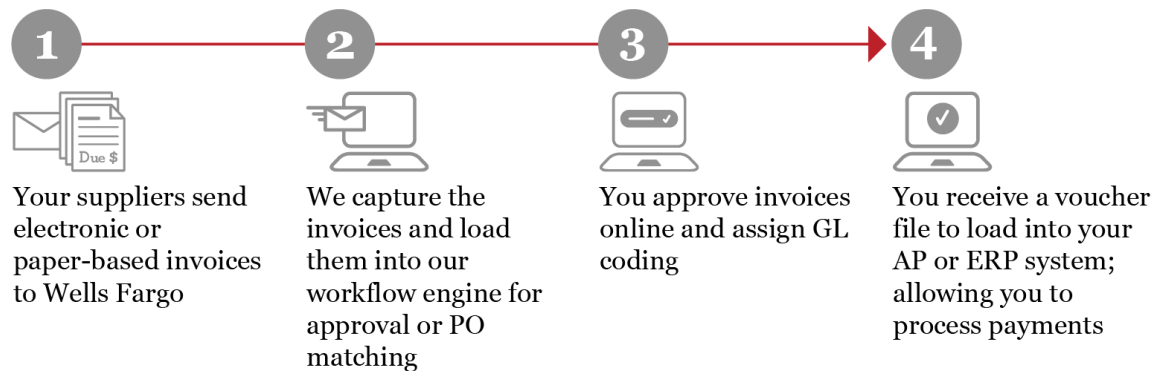
We are now developing an integrated file; you'll have the ability to transmit a consolidated file for consolidated payables with payment instructions (ACH, virtual card, and check\*) and Centralized Disbursement Manager issue records. Our consolidated payables service will process payments, then forward issue notices to our service.

\*Only applies to domestic payments initiated in the U.S.

## Invoice Manager solution

With our invoice management solution, the County can automate your accounts payable process, reduce costs, improve efficiencies, and maximize your working capital. We designed our solution to support the entire procure-to-pay lifecycle — from PO creation and invoice receipt, to optional integrated payment processing.

### How it works:



## Greater efficiency at a lower cost

Reduce your processing costs on every invoice by standardizing data from various sources into a uniform, paper-free workflow. We'll capture your paper invoices, convert them to electronic, and integrate them with the invoices your suppliers submit electronically through our supplier network. Then, we'll provide you with one centralized electronic workflow for all of your invoices. By capturing invoices electronically, our solution accelerates invoice routing and approval, and reduces processing times so that you can take advantage of early-pay discounts. Additionally, this automated process helps eliminate the errors that occur when staff needs to manually key invoice data.

## How you benefit

<b>Efficient PO processing</b>	<p>Our solution can create and deliver POs to your suppliers. It also helps ensure that each invoice matches contracted PO pricing and quantities, eliminating the need for time-consuming manual verifications. Smart functionality reduces invoice errors, overpayments, and duplicate payments.</p>
<b>Invoice processing workflow</b>	<p>Our invoice management solution simplifies the entire workflow — including approvals, exception handling, tracking, and reporting — and frees accounts payable staff to focus on key strategic activities. The County can integrate our automated routing with your management systems to maintain up-to-date information, and help ensure approval hierarchies and approver information are always accurate. The end result is that the e-invoice goes directly to approvers, and not to the payables department.</p> <p>Our solution handles two- and three-way matching, discount capture, contract capabilities, and payment integration. This functionality helps reduce the risk of overpayments and duplicate payments, and creates documentation and audit trails needed for Sarbanes-Oxley compliance.</p>
<b>Enhanced working capital management</b>	<p>You can reduce invoice approval time and capture existing payment discounts when you use our invoice management solution. It delivers flexible dynamic discounting options so you can maximize cash flow. With dynamic discounting, you determine the discount rate you would like to receive from your suppliers. The supplier gets maximum flexibility and you get the appropriate base discount rate the County needs.</p>

<p><b>Your suppliers also benefit</b></p>	<p>The County will gain the efficiencies of an automated invoice management solution, and your suppliers can enroll in our supplier network and send invoices to you at no cost. Additionally, our solution provides your suppliers with visibility to payment remittance information online — so it is easy for them to check the status of payments without having to contact the County.</p> <p>Our supplier services group provides ongoing support to your suppliers to help them leverage the system and create their own internal efficiencies. This support includes general system functionality and process assistance, and support with invoice file uploads.</p>
<p><b>Total payables solution</b></p>	<p>Combine our invoice management solution with our consolidated payables service for an even more efficient electronic payment stream from invoice creation through payment. Automating payments can improve operational efficiency, raise credibility among suppliers, and open up new opportunities to negotiate discounts. Converting to electronic payments eliminates the cost, risk, and excess time involved with paper checks.</p>

## Wholesale lockbox

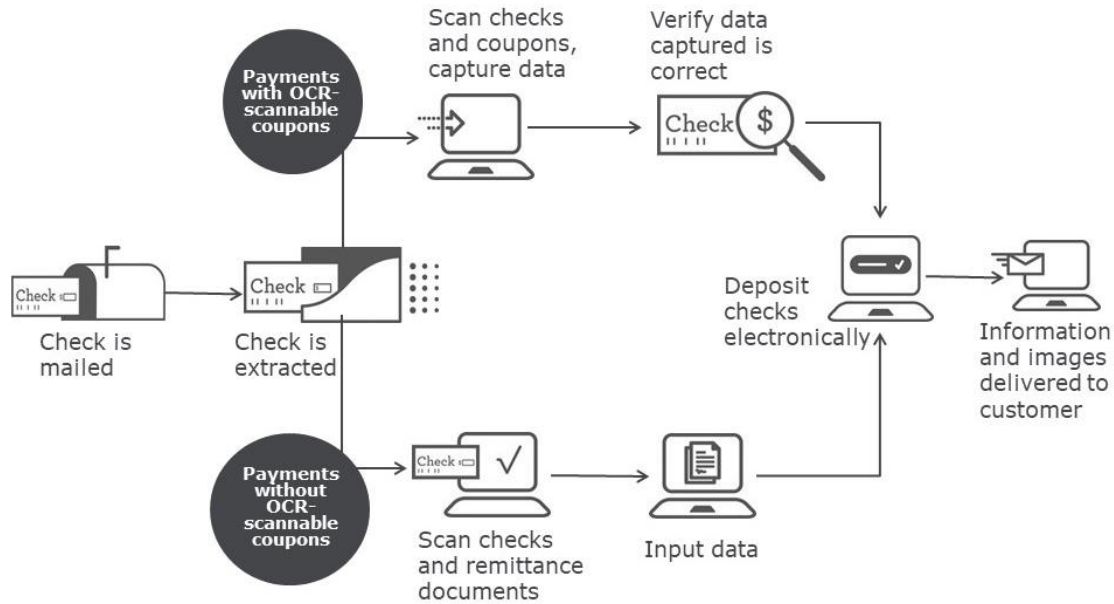
You can streamline your remittance processing by directing payments accompanied by an OCR-scannable coupon, and payments received with non-scannable remittance documents to a single wholesale lockbox at Wells Fargo.

By using our wholesale lockbox to process your payments, you get the **technological advantages** of high-speed retail lockbox processing with the **flexibility and data collection capabilities** of low-volume wholesale lockbox processing.

You may be able to accelerate collection of funds and reduce in-house processing expenses. You may also be able to meet early deposit deadlines and benefit from improved cash forecasting with intraday availability of funds.

## How it works

The following diagram shows the wholesale lockbox workflow.



### Our network

You can choose from the following image-enabled sites strategically located across the U.S. This broad coverage means your payments can arrive at our lockbox site — and we can begin processing them — a day or two sooner than if you use a more geographically distant site.

The following table shows the lockbox sites in our network.

Wholesale lockbox sites		
Atlanta	Denver	Philadelphia
Baltimore	Des Moines, IA	San Francisco
Charlotte, NC	Los Angeles	Seattle
Chicago	Minneapolis	
Dallas	Orlando, FL	

### Site recommendation

Based on the information you provided, we recommend you use our Los Angeles lockbox site.

### Post office pickup schedule

The following table lists the post office pickup schedule (in local time) for your recommended site. Holiday schedules vary by location. During the implementation phase of this project, we'll provide you with the holiday schedule for your recommended location.

Post office location	Weekdays	Saturday	Sunday
Los Angeles Main Postal Facility	<b>AM</b> 12:00, 2:00, 4:00, 6:00, 8:00, 11:00	<b>AM</b> 12:30, 2:00, 4:00, 6:00, 8:00, 11:00	<b>AM</b> 12:30, 2:00, 4:00, 6:00, 8:00, 11:00
	<b>PM</b> 1:30, 3:30, 10:00	<b>PM</b> 10:00	<b>PM</b> 10:00

### Deposit deadlines

The deposit deadline for the Los Angeles site is 7:00 p.m. local time. We include payments received after your established deadline (including any payments processed during the weekend or on a holiday), in the following business day’s work.

### Image options

When you use our image service, you’ll have less paper to store and more access to the information you need to research and apply payments – without the hassle of storing paper documents. You can view images of all lockbox documents, including checks, remittance documents, and correspondence. Internet, transmission, and DVD delivery options are available.

### Online

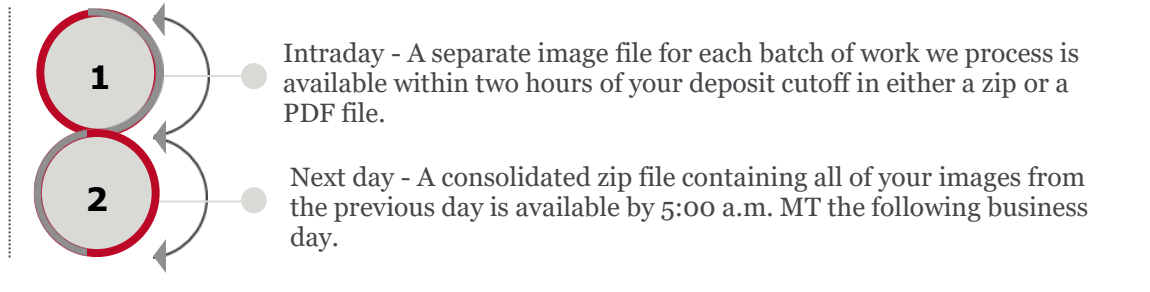
Your images are available within two hours of your deposit deadline. As a standard, we archive images for seven years. However, we do offer shorter retention periods (90 days, one year, or two years) to customers who don’t have a business need to access images for seven years.

You can search for transactions using various criteria (including keyed data) by entering either a single value or a range of values. Additionally, you can assign a payer name to a unique account number and routing transit number combination; which lets you search for payments from a particular payer.

Our online image service is the quickest option to help you **resolve exceptions** and **satisfy customer service needs**.

### Transmission file

We post a daily transmission file on our secure website that contains images of your lockbox checks and any corresponding documents. You can download the file from our website and archive the images on your internal system. You have the option of intraday or next-day file transmissions.



**Disk delivery**

You can choose to receive your images on a CD or DVD on a regular (monthly, semi-monthly, or weekly) basis.

Optional Features	
<b>Accounts receivable transmission</b>	<p>To help eliminate errors associated with manual keyed entry, you can receive an electronic transmission of your remittance detail. You can use it to update your accounts receivable system, treasury workstation, or ERP platform automatically. Your file can include data from other sources, such as wire and ACH.</p> <p>We generate transmissions to your specifications for frequency and format, including standard BAI V2 and EDI layouts. We offer customization for non-standard formats for an additional fee.</p>
<b>Credit card processing</b>	<p>If your customers provide credit card information, we'll process their payments by keying the information into our credit card processing application. They can use any card with the Visa, Mastercard, American Express, or Discover logo.</p>
<b>Exception processing</b>	<p>Using our online decision tool, you can submit additional processing information for payments that would normally be returned. We present images of each payment to you and give you two options:</p> <ul style="list-style-type: none"> <li>• Accept the payment and enter any additional processing information (such as invoice data required to balance a transaction or missing required keyed data)</li> <li>• Reject the payment and have us mail it to you</li> </ul>
<b>Virtual lockbox</b>	<p>You can scan and send us images of checks, correspondence, and invoices you receive at your location. We can then process and deposit them like your other lockbox payments. We'll include these items in the image and data transmission files we send you for uploading to your accounts receivable system.</p>

## **Virtual lockbox**

You can scan and send us images of checks, correspondence, and invoices you receive at your location. We can then process and deposit them like your other lockbox payments. We'll include these items in the image and data transmission files we send you for uploading to your accounts receivable system.

## **Online decisioning**

When you use our online decisioning tool, you can submit additional processing information for payments that we would normally return. Examples include checks we receive without an Optical Character Recognition (OCR) document and checks we receive without customer account information. We present images of each payment to you and give you the following options:

- Accept the payment and enter any additional processing information (such as invoice data required to balance a transaction or missing required keyed data)
- Reject the payment and have us mail it to you

## **Accounts receivable match**

We can accept a read-only copy of your accounts receivable information and use it to research payments that have missing information. To help ensure that we have the most current information, you would need to send us a daily accounts receivable file.

## **Transaction search**

In our image system, we separate items into different categories, so you'll spend less time searching for them. Examples include correspondence only, multiple checks, and credit cards.

## Appendix

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Availability schedules .....	Tab O
Disclosures and disclaimers .....	Tab P
Account agreements and service descriptions .....	Tab Q

**ELIGIBILITY FOR COOPERATIVE PURCHASING**

The Offeror shall indicate on this page whether other public agencies may participate in this contract during the contract term. If "Yes" is checked, any eligible federal, state or local public agency that has entered into a cooperative purchasing agreement with Navajo County may participate in this contract during the contract term (per ARS § 41-2632). If "No" is checked, the contract will not be eligible for cooperative purchasing by other agencies.

YES – Eligible for cooperative purchasing

NO – Not eligible for cooperative purchasing

NOTICE IS HEREBY GIVEN that all proposal documents shall be completed and/or executed and submitted with the proposal. If Vendor fails to complete and/or execute any portion of the proposal documents, this proposal will be determined to be “non responsive” and rejected.

**Pricing shall be customized for each agency by Wells Fargo. Pricing will consider items such as: tenure of relationship (for existing customers), length of proposed contract, size of customer (based on population), public rating of entity (S&P, Moody's, Fitch), volume of individual services (monthly/annually), breadth of services needed (treasury, lockbox, public finance, credit, asset management, merchant processing, etc.), size of deposits the Bank will hold.**



# Navajo County Public Works Department

## LETTER OF TRANSMITTAL

April 22, 2020

John Musto  
Relationship Manager  
Wells Fargo Bank, N.A.  
100 W. Washington St., 20<sup>th</sup> Floor  
Phoenix, AZ 85003

WE ARE SENDING YOU   x ATTACHED UNDER SEPARATE COVER VIA

<i>NUMBER OF COPIES</i>	<i>DESCRIPTION</i>
2	Contract Documents
2	Notice of Award

**REMARKS:** Attached are two copies of the contract for Bank Services Agreement, Contract #820-01-030 and two copies of the Notice of Award. Please obtain appropriate signatures and return one original of each document to my office at your earliest convenience. If you have any questions, please contact me at (928) 524-4100.

Signature: *Cheryl Hollins*  
Cheryl Hollins, Sr. Account Specialist



## Navajo County Public Works Department

### NOTICE of AWA RD

**CONTRACTOR:** John Musto  
Relationship Manager  
Wells Fargo Bank, N.A..  
100 W. Washington St., 20<sup>th</sup> Floor  
Phoenix, AZ 85003

**DATE:** April 22, 2020

**PROJECT:** Bank Servicing Agreement, Navajo County Arizona, Contract #820-01-030

The Navajo County Board of Supervisors has considered the proposal submitted by you for the above referenced contract in response to its Request for Proposals. You are hereby notified that your proposal for the Bank Servicing Agreement, Navajo County Arizona, Contract #B20-01-030 has been accepted as stated in your cost proposal.

You are requested to execute the Agreement within 10 calendar days from the date of this Notice of Award to you. If you fail to execute said Agreement within 10 (ten) calendar days from the date of this Notice of Award, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal to be abandoned and as a forfeiture of your Bid Bond, if any. The Owner will be entitled to such other rights as may be granted by law.

**You are required to return an acknowledged copy of this Notice of Award to the Owner.**

Dated this 22<sup>nd</sup> day of April 2020. By: Cheryl Hollins  
Cheryl Hollins, Sr. Account Specialist

### ACCEPTANCE of NOTICE

Receipt of the foregoing Notice of Award is hereby acknowledged

By: John Musto, this 25<sup>th</sup> day of June, 2020.  
(Print Name)

Signature: [Signature] Title: Relationship Manager



## CONTRACT

THIS CONTRACT is made and entered into as of July 1, 2020 (the "Effective Date") by and between Navajo County ("County") and Wells Fargo Bank, N.A. ("Contractor").

1. **SCOPE OF WORK:** Contractor shall furnish any and all materials, equipment and labor required for performing all work for **Bank Services Agreement, Contract, #820-01-030**, in accordance with the Contract Documents.
2. **CONTRACT DOCUMENTS:** The Contract Documents comprise this Contract, the Service Documentation and the Request for Proposals, Proposal Submittal dated March 16, 2020, and addenda thereto, if any. If there is any conflict in the documents, this Contract shall control over all others.
3. **NO LIENS / TIME FOR COMPLETION:** Contractor shall furnish all materials, equipment and labor in accordance with the Contract Documents free and clear of all claims, liens and charges whatsoever, within the time, or times, stated in the Proposal.
4. **CANCELLATION:** This Contract is subject to cancellation pursuant to A.R.S. § 38- 511 (concerning conflicts of interest).
5. **PAYMENTS:** Payment, if any, shall be made on the basis of the unit price(s) bid for the awarded items in the Bidding Schedule for Contract **#820-01-030**. Contractor shall submit invoices to County for all work performed hereunder. No later than 30 days after each invoice has been verified and approved by the County, County shall pay to Contractor 100% of the approved amount.
6. **CERTIFICATIONS:**
  - A. Pursuant to A.R.S. § 41-4401, Contractor warrants compliance with all federal immigration laws and regulations relating to their employees and compliance with the E-verify requirements under A.R.S. § 23- 214(A). Contractor's breach of this warranty shall be deemed a material breach of the Contract and may result in termination of the Contract by County. County may randomly inspect the books and records of Contractor to verify compliance with this warranty, provided, however that Contractor cannot allow physical facility audits for security and confidentiality reasons. Contractor warrants to keep their books and records open for random inspection by County during normal business hours with reasonable prior notice and in accordance with Contractor's policies. Contractor will consider requests to demonstrate compliance with this contract; however, some information is considered confidential and proprietary and cannot be released to external parties. If this situation occurs, the Contractor will make a good faith effort to provide as much information as possible within its corporate Information Security and Data Protection and Privacy policies.
  - B. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, Contractor certifies that it does not have a scrutinized business operation in Sudan or Iran. The term "scrutinized business operation" shall have the meaning set forth in A.R.S. §§ 35- 391 or 35-393, as applicable. Any falsification in regard to this warranty shall be

deemed a material breach of the Contract and may result in termination of the Contract by County

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Contract as of the Effective Date.

NAVAJO COUNTY  
WELLS FARGO BANK N.A.

CONTRACTOR

By   
Chairman, Board of Supervisors

By 

A lie U) &.d Jr

Print Name

Clerk of the Board

-0

Relationship Manager  
Title

RFP No. B20-01-030 Bank Services Agreement Evaluation Criteria

Bank of the West	P. Peterson	K. Lopez	O. Todd
<b>Evaluation Criteria</b>			
A. Ability to meet the services and technical needs of the County (MAX 40 Points)	33	32	24
B. Proven skills and technical competence (MAX 30 Points)	25	22	24
C. Overall cost of service MAX 25 Points	10	6	13
D. Quality and completeness of Proposal (MAX 5 Points)	4	4	4
<b>TOTAL POINTS:</b>	72	64	65

201

National Bank of Arizona	P. Peterson	K. Lopez	O. Todd
<b>Evaluation Criteria</b>			
A. Ability to meet the services and technical needs of the County (MAX 40 Points)	36	35	30
B. Proven skills and technical competence (MAX 30 Points)	27	25	26
C. Overall cost of service MAX 25 Points	15	10	18
D. Quality and completeness of Proposal (MAX 5 Points)	4	3	3
<b>TOTAL POINTS:</b>	82	73	77

232

Wells Fargo	P. Peterson	K. Lopez	O. Todd
<b>Evaluation Criteria</b>			
A. Ability to meet the services and technical needs of the County (MAX 40 Points)	39	38	38
B. Proven skills and technical competence (MAX 30 Points)	29	28	28
C. Overall cost of service MAX 25 Points	20	13	23
D. Quality and completeness of Proposal (MAX 5 Points)	5	5	5
<b>TOTAL POINTS:</b>	93	84	94

271

**OFFER FORM (Attachment B)**

**TO NAVAJO COUNTY**

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposals.

In accordance with A.R.S. § 35-393, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S § 35-391, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

For clarification of this offer, contact:

Wills Fargo Bank  
Company Name  
1111 W 1/4 b s fo/r1 76

Name: \_\_\_\_\_

Phone: 602-378-2133

Address  
Phoenix AZ 85003  
City State Zip

Fax: \_\_\_\_\_

E-mail: John.F.McCord@wellsfargo.com

[Signature]  
Signature of Person Authorized to Sign

Relationship Manager  
Printed Name

**ACCEPTANCE OF OFFER:**  
The offer is hereby accepted.

The Vendor is now bound to provide the materials or services listed in RFP# 8 20-01-030 including all terms, conditions, specifications, amendments, etc., and the Vendor's Offer as accepted by Navajo County.

The Vendor has been cautioned not to commence any billable work or to provide any material or service under this contract until Vendor receives this signed sheet, or written notice to proceed.

Awarded this 14 day of April 2020

[Signature]  
AUTHORIZED SIGNATURE