



COUNTY of ROCKINGHAM

20 E. Gay Street
Harrisonburg, VA 22801

Request for Proposal

REQUEST FOR PROPOSAL # 19-0116-01

Banking Services

This procurement is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

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1.0 PURPOSE

The County of Rockingham, (the County) a political subdivision of the State of Virginia is seeking proposals from financial institutions authorized to do business in the State of Virginia, to provide all banking services needed by the County.

2.0 BACKGROUND

Rockingham County is located in the center of the beautiful Shenandoah Valley of Virginia. Nestled between the Blue Ridge Mountains on the east and the Alleghenies on the west, the County is located along the Interstate 81 corridor and only a two-hour drive to Washington, DC. Rockingham County is the third largest county in Virginia and encompasses the Harrisonburg-Rockingham metropolitan area.

3.0 SCOPE OF SERVICES

The selected firm, under the direction of the County, shall perform in a satisfactory and proper manner all the necessary services required under this solicitation including, but not necessarily limited to, the following services:

- a. The County Treasurer (and other County offices) will at a minimum, deposit daily with the selected bank, all receipts into the Daily Deposit Account. All checks deposited shall be in accordance with the bank's availability of funds schedule provided with their proposal.
- b. The selected bank shall accept and send electronic fund transfers, and ACH payments to and from the Accounts. Describe current abilities and available options for EFT and ACH. Security of file transmission is of high importance.
- c. The County will maintain a zero balance account (ZBA). The Daily Deposit Account (DDA) would fund these disbursements automatically for those items presented for payment on a daily basis.
- d. Wire transfers shall be made from the Daily Deposit Account. The selected bank shall provide a confirmation of all such transfers within 4 hours of initiation. Incoming and outgoing wire transfers are to be made at no cost to the County.
- e. Contractor will provide the County information below in a manner agreed upon by both parties. Offerors are requested to provide available options in supplying electronically the detail needed for account reconciliation.
 - Provide detailed and summarized information on all previous day's activity on the Daily Deposit and Zero Balance Account.

- Daily Deposits, incoming electronic funds transfers, and other additions.
 - Daily cleared checks, outgoing electronic fund transfers, and other deductions.
 - Detail of all cleared items including check number, amount, and date paid is required.
 - Stop payment and check clearing inquiries.
- f. The selected bank will be asked to provide a seasonal “LOCKBOX” service during peak collection times of personal property and real estate taxes. The lockbox data must be delivered daily in an electronic communication format to the County. It is required for all payments to come to a designated Post Office Box in Harrisonburg, VA and a courier service to pick up and to deliver to the designated lockbox processing center.
- g. The selected bank shall image all deposited checks, with on-line availability. Access to these images shall be via a web based process and available for the life of the contract (subject to applicable statute of limitations) and five (5) years after termination of contract. If there is a charge for imaging, please indicate these fees as part of this proposal. Offerors must describe procedures for check imaging of County checks for reconciliation purposes.
- h. The selected bank will provide Rockingham County with one officer contact that can resolve all banking issues within a reasonable time. The Bank must also provide a secondary contact person. The Bank should also provide the County access to a Customer Service team that will research and provide feedback on routine transactions and inquiries no later than the next business day. The bank must provide on-site training to County Personnel for the operation and use of the bank’s services and related automated systems. Training, operating manuals, and on-going support are to be supplied by the bank for all services provided.
- i. The County currently uses positive pay service for the Zero Balance Account. Describe current abilities in providing such service as well as planned enhancements, and costs.
- j. Change/Currency order services. The Treasurer’s office requires change for cashiers. Availability of this service should be at any branch. Describe bank’s procedures for requesting change/currency orders, and any associated cost.
- k. Account Structure
- Concentration (Sweep) Account or Daily Deposit Account. All deposits and disbursements flow through the concentration account. Incoming wire transfers will be deposited into this account. Note: if Bank proposes to provide this service in a different manner that is more cost effective for County. Please stipulate the method used and all impacts on the County's account. The Bank agrees to credit

the concentration account for all checks in accordance with the Bank's availability schedule. The Bank is required to attach a copy of its availability schedule to the proposal and agrees to notify the County, in writing, of any change to the schedule.

- Zero Balance Account. The County maintains a Zero Balance Account (ZBA) for all payroll and general funds. This account shall always have a zero ledger balance. The County uses two types of checks, one for School accounts payable and payroll and one for County accounts payable and payroll. All of these checks are processed through a single ZBA. These checks are included on the monthly ARP. The County utilizes a direct deposit program for county and school employees. The County's payroll is processed on a bi-weekly basis and school payroll is processed twice a month on the 15th and last working day.

- The accounts will be as follows:
 - a. Concentration Account or Daily Deposit Account
 - b. Zero Balance Account
 - 1. General Government Payroll
 - 2. School System Payroll
 - 3. General Government Operating
 - 4. School System Operating

The concentration account and zero balance accounts will have different account numbers. All payroll checks (County and Schools) use the ZBA account number and check number series. Likewise, operating account checks use the ZBA account number and a different check number sequence.

I. Overnight/Short Term Investments:

- What short-term investment vehicle(s) or interest bearing account(s) does the Firm propose to use for overnight sweep of Rockingham County's demand deposit accounts?
- Does a reserve requirement apply to the proposed option?
- Will the Firm assess any balance based charge (FDIC-like, FICO, or other) to the County for the proposed overnight vehicle(s)? If so, what is the current charge for an entire year on a \$1,000,000.00 balance? How is this charge computed? Is this charge assessed on ledger or collected balances?
- Provide investment return history for the last 12 month period for each option proposed. Show the yield for each month.
- If a sweep is proposed, what time of day is the sweep deadline? Is it end-of-day or next-day sweep?

- If offeror proposes an alternative investment tool for the "sweep" process, please detail how the tool will be structured, the safekeeping arrangements to be undertaken, the institution to be used to hold the collateral on the County's behalf, and the reporting mechanism provided to allow the County to determine that investments are deposited, invested and collateralized in accordance with state and local laws.
- m. Cost of Services:
- The County shall have the option of how the Offeror is to be reimbursed for services, either by compensating balances or fees. The offeror should describe the methodology by which the compensating account balance and earnings are calculated. The earnings allowance rate must be included. Offerors should inform the County of other methods offered to cover analysis fees. See 10.0 for a list of services and estimated annual volume.
 - a. Will the Firm assess any balance based charge (FDIC-like, FICO, or other) to Rockingham County? If so, what is the current charge for an entire year on a \$1,000,000.00 balance? How is this charge computed? Is this charge assessed on ledger or collected balances?
 - b. Can "excess" earnings credit be carried forward to cover charges in the following month? Is there a limit on how far forward excess earnings credits can be carried? Rockingham County is currently settling on a six month basis. Will your firm accommodate a six month or annual settlement?
 - Other banking services and documents not detailed on the Consolidated Proposal form shall be provided to the County at no cost. Such services include the availability of bank staff to consult with County staff concerning bank service procedures and performance. Such documents shall include, but not be limited to, deposit slips, currency and coin processing, night depository, sorting and wrapping of coins (including coin wrappers), and 6 zippered money bags. In addition, the bank is requested to list any other free and discounted services which would be available to the County and its employees.
- n. Collateral:
- The selected bank must pledge collateral security as specified by Virginia law. At no time shall the amount of deposit exceed the pay value of securities pledged less maximum insurance coverage provided by the Federal Deposit Insurance Corporation. Acceptable security and specific regulations regarding collateral requirements are outlined in the Virginia Security for Public Deposits Act as set forth by the Commonwealth of Virginia Treasury Board. If at any time the selected bank is

reported by the Virginia Treasury Board as a non-qualifying depository, the County can consider the act as a breach of contract. Please provide information as whether you are an “Opt-In” or “Opt-Out” bank.

o. Full Account Reconciliation:

- The County currently reconciles all checks electronically. Indicate as a part of this proposal your bank’s ability to provide account reconciliation electronically, and its format.
- The bank shall provide the County with full reconciliation reports within seven (7) working days after month’s end. Paid checks shall be sorted numerically with the reconciliation and returned to the County Treasurer. The full reconciliation shall include a list of paid items and outstanding checks. The County currently receives this information on CD-Rom and would like to continue to do so or receive by other electronic method.

p. Returned Items:

- The bank shall automatically present an item returned for insufficient funds twice before a debit is charged back to the County’s Daily Deposit Account (except for designated accounts). Each item shall have debit advice attached and shall be returned to the County Treasurer within three (3) working days from date of debit. The reason for the return is to be clearly stated on the debit. Please specify what form of notification for returned items are available.

q. ACH

- The County currently submits payroll via ACH twice a month. The Schools also submit payroll (monthly) via ACH. Additional frequency of payments may be used in the future. Please describe options available for electronic transmission of files. Security of file transmission is of high importance. Offerors shall describe any benefits or incentives to our employees for participating in a direct deposit program with their bank.

r. On Line Banking

- The County utilizes Online Banking for most banking services. The County prefers to have on-line access to all County accounts. State what services can be provided on-line, and define all costs.

s. Image Cash Letter

- The County currently uses image cash letter to electronically deposit checks daily. It is the County’s requirement to continue using this product or equal product. The County currently owns the software and equipment necessary to perform this process.

- t. Monthly Service Charge Calculations
 - Unit Cost Method: If this option is chosen, the bank selected will prepare an itemized monthly billing for services rendered. This billing must be presented with a total for all service charges for each month.
 - Compensating Balance Method: If this option is chosen, the bank shall clearly state the monthly target balance which the County is to maintain in the Compensating Balance Account. The County shall receive a detailed Earnings Credit Allowance statement within seven (7) working days after month's end.

4.0 PROPOSAL PREPARATION & SUBMISSION

Send one original and three copies of the clearly marked proposal "RFP #19-0116-01 Banking Services" no later than March 8, 2019 at 2:00pm to County of Rockingham, Attention: Justin Moyers, 20 East Gay Street, Harrisonburg VA 22802.

Proposal shall address the items included in the Purpose, Scope of Services and the Evaluation Criteria. Proposals shall be as thorough and detailed as possible so that the County may properly evaluate capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

Section 1: Cover Letter: Indicating the Offeror's philosophy in providing the requested services.

Section 2: Company History: The Offeror will briefly describe its company history and history of performing work as described herein.

Section 3: Written Narrative: Each Offeror must provide a written narrative that discusses the Offeror's expectations in providing the services requested. Include any special qualifications, experience, awards etc.

Section 4: Confirmation of Compliance with the Purpose and Scope of Work: The Offeror shall describe how the proposal meets the Purpose and Scope of Work described in this RFP.

Section 5: Complete 10.0 Pricing Sheet and 11.0 Questionnaire

If any portion cannot be met, the Offeror must identify the discrepancy in detail and describe an alternative solution.

5.0 EVALUATION CRITERIA

Proposals received will be evaluated and ranked in the order of the Offerors most likely to meet the needs of the County and satisfy the requirements described in this RFP.

- A. Proven banking service capability- 10

- B. Comparable experience in governmental banking activities- 20
- C. Understanding scope of work- 20
- D. Cost of service- 20
- E. References- 10
- F. Bank Location, i.e. availability for service and consultation- 10
- G. Overall completeness and quality of proposal- 10

Each evaluation criterion has been assigned a maximum number of points that demonstrates its relative importance. The total score will be determined as follows: (a) The Evaluation Team will assign a numerical score for each section based on the qualifications of the proposal. No proposal can earn more than the maximum number of points in any Section. (b) The scores for each Section will be added together. This score will be the total score for the proposal. The highest score of all the proposals will be awarded the contract.

6.0 AWARD CRITERIA AND CONTRACT TERM

The County will engage in individual discussions with Offerors which the County deems most qualified and capable. Repetitive informal interviews are permissible. Offerors may be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project. The County may discuss non-binding estimates of cost for services. Proprietary information that is identified by the Offeror will not be disclosed to the public or to competitors.

If the County decides to move forward, only one Offeror will be selected. The Board of Supervisors reserves the right to reject any and all proposals, and to accept proposals that are in the best interests of the County, in the County's sole discretion.

The contract term should be for a three (3) year period beginning July 1, 2019 and ending June 30, 2022. The contract may be extended for two (2) one-year options.

7.0 REPORTING AND DELIVERY INSTRUCTIONS

Initial proposals shall be submitted in a sealed envelope, clearly marked "RFP #19-0116-01 Banking Services" no later than 2:00p.m., local time, March 8, 2019 to:

Finance Department
Attention: Justin Moyers
20 East Gay Street
Harrisonburg, VA 22802

Questions should be sent to:

Treasurer
Attention: Todd Garber

E-mail Address: tgarber@rockinghamcountyva.gov

Questions and answers will be posted on the County's website.

It is the responsibility of the offeror to ensure that their proposal reaches the appropriate office prior to the date and time of closing. Late bids will not be accepted.

8.0 GENERAL TERMS AND CONDITIONS

8.1 APPLICABLE LAWS

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the state or federal court of appropriate jurisdiction located in the City of Harrisonburg, Virginia. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

8.2 ANTI-DISCRIMINATION

By submitting their proposals, Offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, Religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be Subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

4. The contractor will include the provisions of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

8.3 ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The Offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the offeror is recommended for award, and propose how such conflicts might be resolved.

By their signature on the proposal documents submitted, each Offeror attests that their agents and employees, to the best of their knowledge and belief, have not in any way colluded with anyone for and on behalf of the offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, nor have they colluded with anyone for and on behalf of the offeror, or itself, to gain any favoritism in the award of this Request for Proposal.

8.4 IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

8.5 ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Rockingham County all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and Rockingham County, relating to the particular goods or services purchased or acquired by Rockingham County under said contract.

8.6 CLARIFICATION OF TERMS

If a bidder has questions about any specifications or other solicitation documents, the Offeror should contact the County no later than ten working days before the due date. Any revisions to this RFP will be made only by an addendum issued by the County.

8.7 PAYMENT

Payment will be made upon completion of the project.

8.8 QUALIFICATIONS OF OFFERORS

The County may make such reasonable investigations as deemed proper and necessary to determine the ability of Offerors to perform the services required. The Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities.

The County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated.

8.9 TESTING AND INSPECTION

The County reserves the right to conduct any test or inspection it deems advisable to assure services conform to the RFP.

8.10 CHANGES TO THE CONTRACT

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The County may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the County's right to audit the contractor's records or to determine the correct number of units independently.

8.11 DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

8.12 TAXES

Sales to the County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Sales tax, however, is paid by Rockingham County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a proposal. The County's excise tax exemption registration number is 54-6001528.

8.13 INSURANCE

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the

contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia.

The Offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Rockingham County must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

8.14 DRUG FREE WORKPLACE

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

8.15 NONDISCRIMINATION OF CONTRACTORS:

A Offeror, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the

Offeror or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest.

8.16 AUDIT

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by Rockingham County, whichever is sooner. The agency, its authorized agents, and state auditors shall have full access to and the right to examine any of said materials during said period.

8.17 NON-APPROPRIATION

Funding for any Agreement between the County and a Selected Firm (s) is dependent at all times upon the appropriation of funds by the County Board of Supervisors. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated by the County effective the last day for which appropriated funding is available.

8.18 CONTRACT DOCUMENTS

1. The contract entered into by the parties shall consist of the Request for Proposal, the proposal submitted by the Offeror and the resulting listing agreement, all of which shall be referred to collectively as the contract documents.
2. All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract.
3. Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

8.19 LAWS AND REGULATIONS

1. The contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
2. This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia, relating to labor unions and the "right to work." The contractor and its subcontractors, whether residents or nonresidents of the Commonwealth of Virginia, who perform any work related to the project shall comply with all of the said provisions.
3. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract. Inspectors from the Department of Labor and Industry shall be granted access to the work for inspection without first obtaining a search warrant from the court.

4. All proposals submitted shall have included in their price the cost of any business and professional licenses, permits, or fees required by Rockingham County or the Commonwealth of Virginia.

8.20 PREPARATION AND SUBMISSION OF PROPOSALS

Proposals must give the full business address of the Offeror and be signed by an agent authorized to bind the Offeror. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the general partners or any authorized representative, followed by the designation of the person signing. Proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the proposal of the individual signing. When requested by the County, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

8.21 WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified by written notice received from offerors prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by another individual who is duly authorized to bind the Offeror. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

8.22 RECEIPT AND OPENING OF PROPOSALS

1. It is the responsibility of each Offeror to assure that their proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered.
2. The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of proposals received.

8.23 PROPRIETARY INFORMATION

Section 2.2-4342-F of the Code of Virginia states: Trade secrets or proprietary information submitted by a Offeror, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the Offeror, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

8.24 BID ACCEPTANCE PERIOD

Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days the bid may be withdrawn at the written request of the Offeror. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

8.25 TERMINATION BY THE COUNTY FOR CONVENIENCE

1. The County may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as owner may require to assign to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:
2. All amounts then otherwise due under the terms of this contract.
3. Amounts due for work performed subsequent to the latest Request for Payment through the date of termination.
4. Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing owner shall have no further obligations to the contractor of any nature.
5. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.

8.26 TRAINING, OPERATION, AND MAINTENANCE OF EQUIPMENT

1. The contractor, in conjunction with his subcontractors and suppliers, shall provide the owner's operations and maintenance personnel with instruction and training in the proper operation and maintenance of the equipment and related controls provided or altered in the work.
2. The contractor shall provide the owner with a minimum of two (2) copies of operating, maintenance and parts manuals for all equipment provided in the project. Further specific requirements may be indicated in the specifications.

SPECIAL TERMS AND CONDITIONS

8.27 AWARD OF CONTRACT

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals,

including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The County may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal is not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D).

Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

9.0 SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this Request for Proposal.

My signature further certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorizing to sign this bid for the Offeror.

To receive consideration for award, this signature sheet must be returned to the Finance Department as it shall be a part of your response.

If there are any parts of the terms and conditions that your company cannot meet please indicate which ones on an attached page.

Company Name: _____

Address: _____

Signature: _____

Name (Type and Print): _____

Official Title: _____

Federal Tax ID Number: _____

Date: _____ Telephone Number: _____

10.0 UNIT COST METHOD PRICING SHEET

Service Description	Estimated Annual Volume	Cost per Item	Estimated Annual Cost
DEMAND DEPOSIT SERVICES			
ACCOUNT MAINTENANCE (5 Per Month)	60		
RELATIONSHIP ANALYSIS STMT (1 Per Month)	12		
ANALYSIS DEPOSIT ACCOUNT STMT (5 Per Month)	60		
STOP PAYMENTS - MANUAL	1		
DEPOSITS CREDITED	805		
ELECTRONIC CREDITS POSTED	3,259		
ITEMS DEPOSITED	1,942		
RLBX TRANSIT ITEMS DEPOSITED	34,793		
RLBX ON-US ITEMS DEPOSITED	2,107		
DEPOSIT CORRECTION	2		
ITEMS PAID NOT ENCLOSED	22,876		
ELECTRONIC DEBITS POSTED	954		
ZERO BALANCE SERVICES			
ZBA MASTER ACCOUNT-MONTHLY (1 Per Month)	12		
ZBA SUB ACCOUNT-MONTHLY (1 Per Month)	12		
IMAGE CASH LETTER			
ICL TRANSMISSION-PER TRANS	79		
ICL RECORD-PER RECORD	2,131		
ICL DEPOSITS CREDITED	329		
ICL ON-US ITEMS	6,320		
ICL TRANSIT ITEMS	69,998		

RETURNED CHECK SERVICES			
DEPOSITED ITEM RETURNED	55		
RETURN ITEMS-REPRESENTED	70		
RETURNED ITEM BRANCH DELIVERY	55		
RETURN ITEMS-FAXED COPIES	21		
BRANCH/NIGHT DEPOSIT SERVICES			
BRANCH CASH DEP TELLER LINE	1,757,660		
BRANCH CURR ORD/STRAP	1		
BRANCH CURR ORD/PARTIAL STRAP	3		
BRANCH CASH ORDER	1		
BRANCH COIN ORDER/ROLL	11		
ARP SERVICES			
FULL RECON-BASE FEE (1 Per Month)	12		
FULL RECON-ITEM CHARGE	22,474		
POSITIVE PAY-BASE FEE (1 Per Month)	12		
POSITIVE PAY MISMATCH ITEM	8		
ARP POS PAY RETURNED ITEM	4		
ARP AUTO D/T TO BANK/TRAN	294		
ARP AUTO D/T TO BANK/RCRD	23,052		
IMAGE DELIVERY SERVICES			
CD-ROM PREMIUM CD (1 Per Month)	12		
CD-ROM IMAGES PER ITEM	22,782		
ACH SERVICES			
ACH MONTHLY MAINTENANCE (2 Per Month)	24		
ACH FILE TRANSMISSIONS, SELF	68		
CONSUMER PPD DEBITS ORIGINATED	4,157		
CONSUMER PPD CREDITS ORIGINATED	57,926		
CORP DEBITS ORIG CCD, CCD+CTX	7,131		

ACH DELETIONS BATCH OR FILE	1		
ACH DELETIONS - ITEM	2		
ACH EXCEPTION PROCESSING	8		
ACH REVERSALS - ITEM	3		
ACH RETURN ITEM	50		
ACH NOC ITEM	17		
OTM ACH BATCH PROCESSING FEE	39		
OTM PPD DEBITS	1,299		
OTM PPD CREDITS	16		
ACH FRAUD CONTROL			
ACH FRAUD CNTRL MONTHLY MAINT (2 Per Month)	24		
ACH FRAUD CNTRL MONTHLY MAINT (3 Per Month)	36		
AFC FILTER SETUP/CHG BY CLIENT	4		
EDI SERVICES			
EDI TRANSL REPRT OTM & COURIER (2 Per Month)	12		
WIRE TRANSFER SERVICES			
WIRE TRSF MONTHLY MAINT/ACCT (2 Per Month)	24		
W/T OUT REP (OTM PC WIRE)	22		
W/T OUT NON-REP (OTM PC WIRE)	151		
W/T INCOMING	43		
W/T INTERNAL REP (OTM PC WIRE)	4		
LOCKBOX SERVICES			
LBX LOCKBOX DEPOSITS	52		
RLBX MAINTENANCE	12		
RLBX CORRESPONDENCE	490		
RLBX UNPROCESSED ITEMS	1,128		

RLBX DEPOSIT PREPARATION	12		
RLBX MICR CAPTURE	36,900		
RLBX CASH PAYMENT PROCESS	1		
LOW SPEED MATCH ITEMS	56,588		
SCAN MULTIPLE PAYMENTS	29,507		
SCAN PARTIAL PAYMENTS	2,079		
SCANNABLE ITEM SCANNED 5K-25K	56,531		
SCANNABLE IMAGE ARCHIVE 1 YEAR	150,076		
SCAN IMAGES LESS THAN 5K	57		
VIRTUAL CD MONTHLY MAINTENANCE	24		
SCAN BATCH DOWNLOAD	6		
RLBX WEB EXCEPTION MAINTENANCE	12		
RLBX WEB EXCPTN-ITEMS PRESENT	113		
RLBX WEB EXCPTN-ITEMS DECISION	57		
ONLINE TREASURY MANAGER			
OTM/OLC MAINTENANCE FEE (1 Per Month)	12		
OTM/OLC PRIOR DAY SERV/PR MNTH (1 Per Month)	12		
OTM/OLC PRIOR DAY PER AC MAINT	33		
OTM/OLC PRIOR DAY PER ITEM DTL	28,515		
OTM/OLC SPECIAL RPT MNTH MAINT	12		
OTM/OLC ACH-EDI/PER RPT	251		
STOP SERVICE/PER MONTH (1 Per Month)	12		
STOP PAYMENT/PER STOP	143		
ACH SERVICE/PER MONTH (1 Per Month)	12		
WIRE SERVICE/PER MONTH (1 Per Month)	12		
IMAGE ITEM RETRIEVAL/PER IMAGE	642		

ONLINE COURIER			
OLC WIRE TRANSFER EMAIL ADVICE	446		
OLC ACH RETURNS REPORT	57		
OLC ICL ADJUSTMENT DETAIL RPT	494		
		GRAND TOTAL	

List all other charges not specified on price form:

COMPENSATING BALANCE METHOD

EARNINGS CREDIT RATE: _____

MONTHLY TARGET BALANCE: _____

OVERNIGHT / SHORT-TERM INVESTMENTS: _____

Average daily interest rate paid on overnight funds invested

from January 1, 2018 through December 31, 2018 _____%

11.0 QUESTIONNAIRE

Control

1. Describe the Firm's security environment. Specifically cover the physical and digital security and software safeguards that you have put in place to control access to funds transfer systems and client account information.
2. Describe the Firm's security procedures for its information reporting system, both for access and information protection (e.g. RSA tokens, secure certification, etc.)?
3. Describe the backup and recovery capabilities in the event the proposed systems are unavailable. Who would Rockingham County contact to initiate day-to day transactions if online capabilities and functionality are temporarily unavailable?
4. Discuss the Firm's security environment related to cybersecurity. Specifically describe the cyber risks to which the proposed services may be exposed and explain your approach and response to protection against these risks. What are the Firm's crisis communications plans in the event of a cyber-attack?
5. Describe the encryption capabilities that are supported by the Firm for the transmission of data between the Firm and Rockingham County. Describe the file verification capabilities that are supported by the Firm, such as checksum or hash totals to ensure that no data is misfield or substituted.
6. Describe the process and procedures for providing notification of technology changes, such as file content / structure, and new / modified data availability reporting changes to the County.
7. List the types and amounts of insurance and bonding carried. Provide copies of the insurance certificates.
8. Does the Firm maintain cyber liability insurance? If so, list the types and amount/limits carried.
9. Include a copy of the Firm's most recent reports issued in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 16 (formerly known as the Statement of Auditing Standards-70 (SAS70)) for any processes or systems relevant to the services proposed by the Firm, under this RFP.

Implementation/Conversion

1. Provide a detailed conversion plan for transitioning to your Firm. Include the estimated length of time for the transition and the amount of effort required by the County's staff.
2. Who will be responsible for coordinating the transition? If a conversion team is used, how will the County's account be transitioned to the ongoing client service team?

3. How are implementation managers or implementation teams assigned (i.e. availability, geographically, complexity of the transition)?
4. Indicate the Firm's plans for initial and ongoing education and training of Rockingham County employees in the use of your Firm's systems.
5. Will the Firm provide dedicated information technology (IT) liaison(s) to work on set-up, file transfer, testing, and troubleshooting/issue resolution? During what hours is technical support available? (Specify time zones).

References

1. Provide a minimum of a least four (4) current professional references who may be contacted for verification of your professional qualifications to meet the requirements set forth herein. The County prefers references from governmental entities similar in size and requirements to Rockingham County. Include the date(s) the services were furnished, the client name, address, and the name, email address, and phone number of the individual the County can contact.

Sample Contract

1. Provide a sample of the proposed contract for your Firm's services. Provide samples of all other documents which will need to be signed/entered into related to the provision of the services requested in this RFP including any documents referenced or incorporated into the contracts/agreements.
2. It is the County's intent to incorporate the Request for Proposal and your Firm's proposal response as part of the overall contract. Identify any sections of your proposals that you would not be able to incorporate into a contract with the County and explain why. It is not acceptable to exclude the entire proposal.

New Services and Ideas

1. Describe any new services or ideas that will enhance Rockingham County's use of banking services.
2. Provide any additional information that you believe to be pertinent but not specifically requested elsewhere in the RFP.