



COUNTY OF ROANOKE

FINANCE DEPARTMENT

PURCHASING DIVISION

Kate Hoyt
Buyer

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Roanoke, VA 24018
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January 22, 2018

REQUEST FOR PROPOSALS

#2018-063

Banking Services
for
Roanoke County

Sealed Proposals Due:

March 2, 2018
2:00 PM
(Local Prevailing Time)
One (1) unbound original
Eight (8) bound complete copies
One (1) electronic copy (USB preferred)

RFP #2018-063 BANKING SERVICES

GENERAL INFORMATION

Roanoke County is seeking sealed formal proposals from qualified vendors to provide contracted banking services.

One unbound original, eight (8) bound complete copies and one electronic copy (USB preferred) of the proposals, in a sealed envelope/package, will be received at and until **March 2, 2018, at 2:00 PM (local prevailing time)**, in the Roanoke County Purchasing Division at 5204 Bernard Drive, Suite 300F, Roanoke, Virginia 24018. NO faxed proposals will be accepted. It is the responsibility of the Offeror to ensure that its proposal is received in the Purchasing Division by the above date and time. Any proposal received after the above time and/or date will be returned to the Offeror unopened. Your response must be submitted in a sealed envelope/package, clearly marked "**RFP #2018-063 Banking Services**" on the outside of the envelope/package. The Offeror assumes responsibility for having its proposal delivered on time at the place specified. An agent of the Offeror authorized to make financial and delivery commitments must sign the proposal. As this is a formal, sealed Request for Proposal no information regarding the contents of the proposal or the identity of the Offerors will be discussed until after the negotiation process.

Roanoke County shall provide the mechanism for the evaluation of all information received. Roanoke County reserves the right to make the final determination of responsible Offerors and to waive informalities and/or irregularities and to accept or reject any or all offers. Roanoke County reserves the right to award this contract in part or in whole or to make multiple awards, as deemed to be in the best interest of the County. Proposals shall be as thorough and detailed as possible so that the County may properly evaluate the capabilities of the Offeror to provide the required services. It is not the intent of the specifications to be proprietary, or to exclude any individual, business or firm. Deviations will be given consideration if they are considered by the County to be suitable and acceptable for comparison.

INTERVIEWS

Participating firms should keep the following dates open for potential interviews with the County:

April 5-6, 2018.

If chosen for consideration by the County for further interview and/or demonstration, such meetings are likely to be conducted on the dates above, at the Roanoke County Administration Center.

RFP QUESTIONS

Any inquiries regarding submittal of proposal or any questions concerning specifications shall be in writing and sent via mail or email to:

Kate Hoyt, Buyer
5204 Bernard Drive SW, Suite 300F
Roanoke, VA 24018

Phone: (540) 283-8149
khoyt@roanokecountyva.gov

Written responses, including any questions will be provided on our Purchasing Website in the form of an Addendum. It is the responsibility of the Offeror to periodically check our website for any addendum or sign up for County Email Notification. Questions received within five (5) days of the proposal closing date will be attempted to be answered, but will not be reason to delay the closing time of the proposals.

NO CONTACT POLICY

After the date and time established for receipt of proposals by the County, any contact initiated by any Offeror with any County representative, other than the purchasing representative listed herein, concerning this request for proposals is prohibited. *Any such unauthorized contact may cause disqualification of the Offeror from this procurement transaction.*

BACKGROUND

The Treasurer for the County of Roanoke, Virginia, is seeking proposals for a contract for banking services, to become effective as of July 1, 2018. The current contract for banking services will terminate on June 30, 2018. The resulting contract shall be for an initial period of two (2) years, with the option to renew for two (2) additional one (1) year periods based on written mutual agreement of both parties. Presently, the County is billed annually for banking services received on a calculated basis.

Outlined below is a scope of services, which will become the minimum requirements for the new contract. Each point listed herein should be specifically addressed by the responding bank. Also attached is a Pro Forma Calculation Sheet, which must be completed and submitted with the successful bank's proposal documents for calculation and cost determination purposes. Other services provided by the bank, which may be of interest to the Treasurer, should be clearly identified and priced separately for consideration by the County during review of the proposal response.

The successful bank shall meet or exceed all requirements contained herein in RFP 2018-063. The bank shall provide an Officer of at least a Vice President level to act as liaison between the County and the contracted bank. This Officer shall be responsible for conflict resolution between the County and the selected bank.

The Treasurer currently uses several zero balance accounts (ZBA) to cover all disbursement, payroll, welfare, treasurer checks and general disbursement checks. The Treasurer also maintains a concentration account, which services as the deposit account and the base from which investments or transfers are made.

The successful bank shall have a deposit account of the Commonwealth of Virginia, since the Treasurer collects certain state revenues which must be deposited on behalf of the Commonwealth on a timely basis.

The selected bank shall have an office located in Roanoke County. The successful proposal response should indicate the location of the office closest geographically to the Roanoke County Administration Center (located at 5204 Bernard Drive, Roanoke VA 24018), which can service the County's needs per the specifications of this RFP 2018-063.

SCOPE OF SERVICES

1. Zero Balance Checking Account

The Treasurer desires to maintain a zero balance checking account for all disbursement activity and will utilize uniquely numbered checks representing activity for welfare payments, payroll, treasurer checks and general disbursement checks, which are continuous form documents, which will be printed by the County according to the bank's specifications.

Roanoke County is the Fiscal Agent for the Roanoke County Schools, Roanoke Valley Resource Authority, and Western Virginia Regional Jail which will also be using this account.

2. Deposit Account

The Treasurer desires to maintain a deposit account (concentration account) to which all items will be deposited and from which transfers to other accounts or investments will be made. Examples of transactions would be remittances to Treasurer of Virginia (via check) for State Account, receiving and making wire and ACH transfers; daily sweeps to Vendor, Payroll accounts for checks paid; receives daily sweeps from Third Party Depository and Merchant Services Accounts. The responding bank should indicate its relative market share of the Roanoke Valley marketplace in deposit accounts; normal clearing cycles for deposited items; special consideration, which shall be given to pre-encoded checks for deposit, (including any special requirements and privileges such as later deposit times or special requirements to deliver to an operations center) etc. The Treasurer will also consider an interest bearing account (interest paid on a daily basis) to satisfy this requirement with indication of current rates.

3. Account Reconciliation Services

Each of the checking type accounts shall be fully reconciled and an account analysis provided to the Treasurer. Paid checks are to be sorted into serial number sequence, listed and balanced to the bank statement. Any outstanding check shall be identified on the reconciliation by check number. Unpaid and consolidated reconciliation reports will be provided to the Treasurer. The responding bank should also indicate its normal turnaround time in business days after statement cutoff and receipt of the customer's file transfers.

The County is currently using an accounting system that will accommodate bank reconciliations on the County's system as well as utilizing electronic data import via BAI2 format. The selected bank shall provide for "Imaging" of all County-produced checks with an online capability and provide a monthly recap of all checks Via CD-ROM. The responding bank must also identify if they can present the bank reconciliation information and copies through a secure email or other transmission, as opposed to CD-ROM. Any cost necessary to provide this service shall be included in the proposal. Outstanding checks will be maintained by the County rather than by the bank. Please indicate the ability of your bank to meet this requirement and the impact it will have upon the cost of the Account Reconciliation Services.

4. Stop Payments

The Treasurer will provide stop payment notification using On-line Treasury Management (OTM) to the bank. The Bank shall provide unlimited on-line stop payment services via Personal Computers. The service shall include processing and confirming stop payment processes. The Bank will also provide unlimited on-line cleared check information via Personal Computer.

5. Positive Pay

The Successful Offeror shall provide the County with Positive Pay service. The Offeror will accept a file, or on-line transmission, containing information about checks issued by the

County from each disbursement account. That information will be used to determine whether a check being presented to the bank for payment against a County account has been authorized for payment. The Offeror must have controls in place acceptable to the County to assure receipt of a full and complete transmission of Positive Pay information. Controls also must demonstrate whether filters exist to dictate either pay or hold with a "no" response from the County (i.e. County holiday not observed by the bank), whether or not an intraday file refresh exists, and the ability to add manual checks intraday.

6. Lockbox Services

The Offeror must provide information on their lockbox service abilities to receive the County's real estate and personal property remittance advice and payment of taxes. Do you support a local postal address or an out of area address? If your postal address is out of the geographic area, what is the expected additional mail float time, and is there an additional cost? Additionally, please explain in your response as to the Bank's capability to provide electronic payment detail with imaging and browser abilities of remittance advice, processed checks, and envelope information via the lockbox service. Does the Bank offer online exception decisioning? If so, how much time will the County have to respond to an exception item? The respondent must also identify your average monthly volume for retail lockbox operations during the past twelve months in items, dollars, number of lockboxes, number of customers, holiday schedule, daily ledger cut-off time for deposits, and methods of delivery of daily lockbox advice confirmations, i.e. fax or e-mail.

7. Online Banking

The selected bank must provide internet on-line automated balance reporting, allowing access to balance and transaction information on the main depository accounts as well as the zero balance accounts. The ability to perform check inquiries, stop payments, ACH initiation and wire transfers is mandatory. Do you provide an email notification system which may enhance your online banking platform? Additionally, the County is interested in learning more about other electronic payment options, such as E-Checks and EDI transactions or other On-line services you may offer. The County's Communications and Information Technology Department must review and concur with approval of all E-services utilized by the County.

8. Online Bill Consolidator

Does the responding bank have an electronic bill consolidator that allows for the receipt of electronic payment from other Banks verses manual checks delivered to the County from disbursement centers? Can the respondent provide an electronic file presentment of the received payment data in the Counties prescribed format along with deposit advice for improve efficiencies and cost reduction? Along with the option to accept electronic payments, The County wants to be able to allow initiation of e-checks from a Bank gateway via its internet web site which appears transparent. The respondent should provide information on the platform specifics, availability, and cost.

9. Remote Deposit Capture Product

Does the respondent have a remote deposit capture product to allow the capture and deposit remotely from our offices, of checks received for the day? If you have the software product in place do you also have hardware necessary to provide scanning of the check as well as the

remittance advice when processed? Is the Bank willing to offer scanners at no charge to the County? If so, how many? If not, what is the Cost?

10. Night Depository Services

The Treasurer desires a Night Depository Service to be available for departments collecting money at remote sites to be held for processing during the next business day. Please elaborate on your depository services and site locations within the Roanoke Valley market.

11. NSF Item Handling/Deposit Items Returned

Non-sufficient funds checks will automatically be re-deposited by the bank before returning to the Treasurer, unless the Treasurer specifically instructs the bank otherwise. The bank will not charge the deposit account for items returned twice, but will call the County Treasurer for pickup and disposition. Additionally, does the Bank offer Re-presented check entry (RCK), if so, does it improve clearing efficiency, and is there additional cost?

12. Direct Deposit Services

The County of Roanoke provides a direct deposit service to its employees for the payroll account. Information concerning payment to the employee's bank account will be provided to the responding bank via electronic data files, and electronic transfers will be made to credit the employee's bank account on established pay days. The bank should respond to this proposal by indicating the lead time required to receive this file format (time and place) in business days, which will allow standard processing time, plus an allowance for file remake if necessary.

The bank shall provide direct deposit for County employees with twenty-six (26) bi-weekly direct deposits.

13. Balance Reporting

The Treasurer desires to know the available collected balance in the Deposit Account and Zero Balance Checking Account by 10:00 a.m. of each business day, so that appropriate plans for the investment of County monies may be appropriately addressed. If other times or conditions are required, this should be noted in your response. Does the responding bank offer email notification of morning collected balances.

14. Deposit Slips

The bank will provide standard deposit slips and advices to the Treasurer. Any special handling instructions will be negotiated through the County Treasurer.

15. ACH Deposit from the Treasurer of Virginia

ACH Deposits from the Treasurer of Virginia are to be promptly recorded, so that they may be considered for the investment potential by the Treasurer. The County makes payments via ACH transactions from its account; therefore, the selected bank shall allow ACH transactions. The bank shall supply a file containing all national ABA numbers for ACH use.

The bank shall provide ACH services to automatically debit from corresponding accounts. Please address the procedures for accepting the ACH file and debiting the accounts, as well as any applicable fees, the bank must provide prompt notification of debits and credits.

16. Electronic Escrow Reporting

Currently the County of Roanoke has around 100 escrow accounts totaling around \$1,000,000.00. Does the responding bank provide Escrow account services, which include either local or remote account set up, fixed interest rates with one time free withdrawals, and electronic monthly account reporting versus monthly paper statements?

17. Other Services

A schedule of charges for services proposed to the County should be submitted as an attachment to your proposal. These services could include such items as, Letters of Credit, special banking services which may be of benefit and interest to the Treasurer, etc., and would be exercised at the option of the Treasurer on an additional fee or credit basis. Innovative proposals for the handling of the County's account should be included with your response.

These items will be considered by the Treasurer and may be discussed with the bank during the evaluation process.

Any new service offered by the bank shall be made available to the County as soon as it becomes viable, with associated costs for the services, negotiated at time of offer.

18. Fees for Services

Fees for services are to be included in with your proposal response (see Appendix A to RFP 2018-063: Cost Analysis). Fees will be considered in the rankings of Offerors for the short listing firms for interviews/discussions and the final rankings. The respondent must include a cost break down using Association for Financial Professional (AFP) service codes. An example of the code breakdown is included in Appendix A. We have included a sample of our volume in the included Pro Forma Calculation Sheet. Please be sure to fill out both items.

The list of AFP service codes included herein in Appendix A to RFP 2018-063 is the most recent list available to the County. If a responding vendor possesses a more updated list, please include said list in the proposal response, with all applicable pricing.

It is the County's intent to utilize a combination of compensating balances and direct charges to fund all bank service charges. The bank should include in the price analysis, the computational methodology as to the compensating account balance requirement, and identify the method of deriving the earned credit ratio.

Please provide the Earnings Credit Rate (ECR), the Bank is proposing. Will this rate be locked in for the contract term, or will it float with the market rates?

Does a reserve requirement apply on the County's balances? Does the bank have any limits on the amount of deposits that the County could maintain at the Bank? Is there a limit to the amount of County funds the Bank is willing to collateralize?

Will you allow the County to settle banking fees annually? If not, is quarterly or semi-annual an option?

QUALIFICATIONS/ PROPOSAL REQUIREMENTS

The bank should include, with their response to this Request for Proposal:

- a. a completed and signed copy of the Signature Sheet (p. 21) included in RFP 2018-063;
- b. a partial listing of major customers or municipal entities using the service idea being proposed; banks shall use the Reference Form (p. 22) included in RFP 2018-063;
- c. a completed copy of the Pro Forma Calculation Sheet (p. 23) included in RFP 2018-063;
- d. a completed certification of data on convictions (p. 19);
- e. a completed copy of the Cost Analysis provided as Appendix A to RFP 2018-063;
- f. personal qualifications of major bank officials who will be servicing the County of Roanoke's account;
- g. data processing capabilities of the bank;
- h. location of the bank's operations center which will service the County's account;
- i. an indication of the bank's approval for participation in the Virginia Security for Public Deposits Act;
- j. statements of any current or potential conflicts of interest concerning the potential handling of the County of Roanoke's account;
- k. a copy of the most recent financial statements of the bank holding company and the bank's capacity to assist in other public finance activities (bonds, notes, etc.) which may be of interest to the Treasurer;
- l. and any other information which the responder deems appropriate and of potential interest to the Treasurer.

Most investment instruments obtained by the Treasurer (short term or long term) are obtained on a competitive basis as collected funds become available. The responder may wish to address secure, yet innovative investment opportunities in their response to the RFP.

Please provide your current rating. Failure of the bank to maintain the required rating shall constitute a default under the contract and may result in termination for cause by the County.

In the event of such default, termination and transfer, the defaulting bank shall be liable for, and agrees to pay, the County's cost in terminating its accounts and opening new accounts with the successor banking institution.

References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked short listed Offeror or Offerors are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror.

CONTRACT PERIOD

It is the intention of Roanoke County to award a two (2) year contract term, with the option of two (2) additional one (1) year renewals. The contract will be renewed for such periods upon written, mutual agreement of both parties. The County reserves the right to cancel the resulting contract without penalty with 60 days written notice in the event of a bank merger or purchase.

EVALUATION CRITERIA

Several factors, in addition to costs, will be taken into account when evaluating proposals.

Roanoke County shall provide the mechanism for the evaluation of all information received, the final determination of responsible Offerors, and reserves the right to waive informalities and to accept or reject any or all proposals.

The criteria below will be utilized in the evaluation of qualifications for development of the shortlist of those Offerors to be considered for interviews/demonstrations and/or potential negotiations. Proposals shall be as thorough and detailed as possible so that the County may properly evaluate the capabilities of the bank to provide the required services. Proposals shall clearly address each of the following criteria:

- A. Company background, staffing, prior experience and ability to perform the specified contracted services.
- B. References: provide five (5) references for which the bank is providing similar services, using the attached Reference Form.
- C. Understanding of the Scope of Services and proposed method for successfully providing these services.
- D. Responsiveness to the requirements of the RFP.
- E. Proposed costs and fees included in the proposal.

BASIS FOR AWARD

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by the County, shall be utilized in the final award. Respondents are encouraged to submit proposals that the respondent feels best meets the needs of Roanoke County. The County will make the final determination of the proposal that best meets the needs of Roanoke County.

GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS-RFP (04/12/2012)

READ CAREFULLY - Proposals must be submitted in accordance with instructions given in this document. All information requested must be submitted. Failure to do so may result in the proposal being considered non-responsive and, therefore, rejected.

Wherever the term Roanoke County, County or Roanoke County Board of Supervisors is used it is understood to include the Roanoke County School Board, in addition, any contract awarded from this solicitation may be used by Roanoke County Public Schools and any other public entity for which the County of Roanoke acts as a fiscal or purchasing agent.

SUBMISSION AND RECEIPT OF PROPOSALS

- (a) To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", proposal number and the title of the Request for Proposal and received in the Roanoke County Finance Department/Purchasing Division no later than the specified date and time for the Request for Proposal opening. Failure to timely submit such proposal shall disqualify the Offer and such proposal will be returned to the Offeror unopened. **NO FAXED PROPOSALS WILL BE ACCEPTED.**
- (b) Unless otherwise specified, Offerors must use the Request for Proposal price form furnished by the County. Failure to do so shall be grounds for rejection of the proposal.

- (c) Proposals having any erasures or corrections must be initialed in ink by the Offeror. An authorized officer of the company must sign proposals in ink. Such authorization shall be a part of the proposal document. All quotations must either be typewritten or printed in ink.
- (d) The original proposal response must not be permanently bound as to allow for document scanning for internal recordkeeping and one (1) electronic copy on CD/DVD is preferred.

IMPORTANT NOTICE – ADDENDUMS AND NOTICES OF AWARD

Vendors may visit <http://roanokecountyva.gov/list.aspx> to sign up to receive emails or text message notices about bids, proposals, addendums, bid tabulation and awards. Vendors can sign up to receive notification in selected commodity/service categories. It is the vendor's responsibility to keep information current in the system in order to receive the notifications. The sign up only requires an email address and/or a cell phone number for receiving text messages (if your phone is capable) and your choice of categories.

Although '**Notify Me**' will be the only way to receive automatic notification, all BIDS/RFP Information will continue to be posted on our website, , and can be picked up at the Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. Phone # (540) 772-2061, Ext. 311.

Questions should be directed to:

Kate Hoyt, Buyer
5204 Bernard Drive SW, Suite 300F
Roanoke, VA 24018

Phone: (540) 283-8149
khoyt@roanokecountyva.gov

ACCEPTANCE OR REJECTION OF PROPOSALS

The County of Roanoke reserves the right to accept or reject any or all offers. The County also reserves the right to award the contract for any such materials, goods or services the County deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the interest of the County. Roanoke County reserves the right to make a site visit to the facility prior to proposal award.

PROPOSAL GUARANTY

The Offeror must guarantee not to withdraw a proposal during the period of ninety (90) days following the due date or until a contract is signed; that if such proposal is accepted the Offer will accept and perform under the terms of this RFP, the proposal and any subsequent negotiation and resulting contract.

Modification or withdrawal of a proposal will be executed as outlined in the Roanoke County Procurement Code.

Roanoke County encourages free and open competition. Whenever possible, specifications, proposal invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy Roanoke County's needs and the accomplishment of a sound economical operation. The Offeror's signature on this proposal guarantees that the price offered has been established without collusion with other eligible Offerors and without effort to preclude Roanoke County from obtaining the lowest possible competitive price. The award (s)

will be made to the responsible Offeror(s) whose proposal is determined to be most advantageous to Roanoke County based on the evaluation factors set forth in this Request for Proposal.

Costs of developing and delivering responses to the Request for Proposals are entirely the responsibility of the Offeror.

All materials submitted in response to the RFP become the property of Roanoke County upon delivery to the Roanoke County Purchasing Office and are subject to public inspection in accordance with the Virginia Freedom of Information Act.

SELECTION PROCESS/AWARD OF CONTRACT

As this is a Request for Proposal, no information regarding the identity of neither the vendors nor the contents will be released until after the negotiation process.

Proposals may be ranked without interviews; hence, firms are encouraged to submit their initial proposals as comprehensively as possible.

The selection process will be in accordance with **Section 2.2-4301** of the Code of Virginia:

3(a). Procurement of Professional Services. *The public body shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. The Request for Proposal shall not, however, request that Offerors furnish estimates of man-hours or cost for services. At the discussion stage, the public body may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors.*

At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the public body shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, a public body may award contracts to more than one Offeror.

Should the public body determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

3(b). Procurement of other than professional services. 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 factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of 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 public body shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one Offeror.

Should the public body 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.

INVOICES

The contractor must send all invoices directly to the payment address shown on the purchase order/contract and must submit invoices for items ordered, delivered and accepted by Roanoke County. All invoices must show the purchase order/contract number. All contractors need to be properly registered as a payment vendor for the County. An on-line **Vendor Payment Registration** is found on the Purchasing website. All vendors previously registered are still in the system as a payment vendor. This system will no longer be used for notification of IFB/RFP's.

PERFORMANCE BOND

At the time of or prior to the execution of the contract, the County reserves the right to require the successful Offeror to furnish a performance and/or labor and material payment bond with corporate surety, satisfactory to the County of Roanoke, in the amount of the contract price.

QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this contract shall be of the best quality available.

ACCEPTANCE OF MATERIAL

Until such time as all the conditions in the contract are fulfilled, the County reserves the right to refuse and return material, at the seller's expense.

WARRANTY/RETURNS

Clearly specify your warranty of product and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

DELIVERY

Time is of the essence for delivery of any items, products or service procured as a result of this contract. If delivery is not made at the time specified on the Request for Proposal or subsequent negotiations, the County reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future County contracts.

DEFAULT

In case of failure to provide goods/services as specified herein, Roanoke County, after due written notice, may procure goods/services from other sources and hold the contractor

responsible for any and all excess cost occasioned thereby.

COPYRIGHT OR PATENT RIGHTS

The Offeror warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this proposal. The Offeror agrees that the County of Roanoke shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

TAX EXEMPTION

The County of Roanoke is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the County will furnish a certificate of tax exemption.

CERTIFICATION AND ABILITY

The County of Roanoke reserves the right to request from the Offeror, a separate manufacturer's certification of all statements made in the proposal. The County may request any or all s to furnish proof of experience, ability and financial standing.

COMPLIANCE WITH LAWS

The Offeror is responsible for compliance with all Local, State and/or Federal laws and regulations. The County of Roanoke shall be held harmless from any liability.

AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

A Contractor organized as a stock or non stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. All corporations, LLC's and LLP's shall be registered with the State Corporation Commission. To determine whether your firm should register, please contact the SCC.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

RULING LAW

This request for proposals and any contract executed pursuant hereto of which this request for proposal shall be an internal part shall be governed, controlled and interpreted in accordance with the law of the Commonwealth of Virginia without reference to its conflict of law principles. Each party to such contract shall there by submit to the exclusive jurisdiction of the Circuit Court of the County of Roanoke or, in the event that jurisdiction is authorized, to the United States District Court for the Western District of Virginia, sitting at Roanoke, Virginia.

NONDISCRIMINATION PROVISIONS

During the performance of this contract, the contractor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national

origin, except where religion, sex or nation origin 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. 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.

INSURANCE

The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under workmen's compensation, disability benefit and other similar employee benefit acts; and

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; and

Claims for damages because of bodily injury, sickness liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees; and

Claims for damages because of injury in or destruction of tangible property, including loss of use resulting there from.

Certificates of insurance acceptable to the OWNER shall be filed with the OWNER prior to coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require each SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

SPECIAL INSTRUCTIONS:

ANTITRUST

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

AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that Roanoke County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the in whole or in part without the written consent of Roanoke County.

CONTRACT

Any contract resulting from this proposal shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Request for Proposal, together with the Offeror's response, which consists of this document, the Price Schedule and other related documents attached hereto or submitted with this Request for Proposal.

MODIFICATION OF CONTRACT

This RFP and any subsequent contract constitute the entire agreement between the Offeror and Roanoke County. No alteration, amendment, or modification in the provisions of the contract shall be effective unless it is put in writing, signed by all parties and attached.

CANCELLATION OF CONTRACT

Roanoke County reserves the right to cancel and terminate any resulting contract, with a 60-day written notice to the contractor. Any contract cancellation notice will not relieve the contractor of the obligation to deliver and/or perform on all services prior to the effective date of cancellation. Cancellation of the contract would become effective the sixty-first day after notification. Data for cancellation of the contract will be gathered by Roanoke County. The opinion of Roanoke County as to lack of performance will be final and without appeal.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

By signing this proposal, the Offeror certifies that the firm does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the Federal Immigration Reform and Control Act of 1986.

KICKBACKS

I certify and warrant that by my signature on this solicitation, neither I nor the Offeror for whom I am authorized to act has offered or received any kickback from any other Offeror, supplier, manufacturer, or subcontractor in connection with proposal on this contract, subcontractor in order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

DEBARMENT

By my signature on this solicitation, I certify that this person/firm/corporation is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. I have attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s).

INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the County of Roanoke and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The County cannot legally agree to any clause indemnifying the contractor from any damages arising out of the contract or holding the contractor harmless. The submission of a bid or proposal means that the contractor agrees not to request such language in the resulting contract.

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 violation 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 in accordance with this chapter, 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.

DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT

The Proposer certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of any of the following felony or misdemeanor offenses: felony sex or violence offenses, other felony offenses or misdemeanor sex offenses within the past ten years.

The Proposer further understands and acknowledges (1) that if he makes a materially false statement regarding any of the above offenses, he will be guilty of a Class 1 misdemeanor and may forfeit profits derived from the contract. Further, the Proposer understands and acknowledges that before any person is permitted to provide such services subsequent to this certification, he must complete a new certification regarding such person in a form satisfactory to the School Board. The required certification form is attached hereto.

PROPRIETARY INFORMATION

Ownership of all data, materials, and documentation originated and prepared for the County of Roanoke pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The Offeror must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the "Notice of Proprietary Information Form" below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the Proposal and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

NOTICE OF PROPRIETARY INFORMATION FORM
RFP #2018-063 BANKING SERVICES

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page #	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. **The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.**

- A) This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B) This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C) This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C.F.R. 309.5(c) (4).4342; 552 (b) (4); 12 C.F.R. 309.5 (c) (4).

RFP# 2018-063 BANKING SERVICES
DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT
CERTIFICATION OF CONTRACTOR

Full Name of Contractor: _____

Description of Contract: _____

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

I further understand and acknowledge (1) that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, I must complete a new certification regarding such person.

Date: _____

Name of Contractor

By: _____

TITLE

SIGNATURE SHEET
RFP #2018-063 BANKING SERVICES

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in the RFP.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, The Virginia Government Bid Rigging Act, and Virginia Antitrust Act and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County Of Roanoke, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County Of Roanoke, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County Of Roanoke.

I hereby certify that I am authorized to sign as a Representative for the Firm:

COMPANY NAME _____

ADDRESS _____ PHONE # _____

_____ FAX # _____

_____ EMAIL _____

FEIN _____ VA BUSINESS LICENSE NO. _____

STATE CONTRACTOR'S NUMBER (IF APPLICABLE) _____

VIRGINIA SCC # OR STATEMENT DESCRIBING WHY FIRM IS NOT REQUIRED TO BE SO
AUTHORIZED PER VA CODE §2.2-4311.2 _____

SIGNATURE _____ DATE _____

NAME _____ TITLE _____

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

REFERENCE FORM
RFP #2018-063 BANKING SERVICES

Name of Entity _____

Contact _____ Title _____

Telephone _____ Email _____

Length of Business Relationship _____

Name of Entity _____

Contact _____ Title _____

Telephone _____ Email _____

Length of Business Relationship _____

Name of Entity _____

Contact _____ Title _____

Telephone _____ Email _____

Length of Business Relationship _____

Name of Entity _____

Contact _____ Title _____

Telephone _____ Email _____

Length of Business Relationship _____

Name of Entity _____

Contact _____ Title _____

Telephone _____ Email _____

Length of Business Relationship _____

**RFP #2018-063 BANKING SERVICES
PRO FORMA CALCULATION SHEET**

	Service	Estimated Average Monthly Volume	Charge Per Item	Estimated Average Monthly Charges
A.	Account Maintenance	15		
B.	Deposit Items: County Encoded Bank Encoded	4,000 8,350		
C.	Returned Deposit Items	10		
D.	Payroll Direct Deposit Items	700		
E.	Wire Transfers	40		
F.	Paid Checks	3,000		
G.	Stop Payments	10		
H.	Full Check Reconciliation	14,000		
I.	Online Courier	1		
J.	Charge for ZBA'S	6		
K.	CD ROM IMAGES	4,159		
L.	Account Analysis	1		
M.	ACH Service charges	?		
N.	Lockbox Services	2		
O.	ACH Fraud Control	7		
P.	Positive Pay	1		
Q.	Other Costs			
TOTAL				\$

BANK NAME _____

CORPORATE OFFICER _____