



# ROANOKE COUNTY

## FINANCE & MANAGEMENT SERVICES DEPARTMENT PURCHASING DIVISION

### REQUEST FOR PROPOSAL Professional Services

**RFP # 2023-098  
BANKING SERVICES FOR ROANOKE COUNTY**

**FOR**

**County of Roanoke, Virginia**

**OPENING DATE: May 24, 2023  
OPENING TIME: 2:00 P.M.**

The Request for Proposal and related documents may be obtained during normal business hours from the Purchasing Division, at the Roanoke County Administration Building, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. This document may be viewed and/or downloaded from the County of Roanoke Purchasing Division's website at <https://www.roanokecountyva.gov/bids.aspx>. If you have any problems accessing the documents, you may contact Purchasing at (540) 772-2061.

**THIS PUBLIC BODY DOES NOT DISCRIMINATE  
AGAINST FAITH-BASED ORGANIZATIONS**

**DATE of RFP: April, 24 2023**

## REQUEST FOR PROPOSAL (RFP)

RFP No. 2023-098

Issue Date: April 24, 2023

Title: BANKING SERVICES FOR ROANOKE COUNTY

Issued By: **County of Roanoke**  
**Roanoke County Administration Building**  
**Purchasing Division**  
**5204 Bernard Drive, SW, Suite 300-F**  
**Roanoke, VA 24018-0798**  
**Phone (540) 772-2020**

Email: [hhonaker@roanokecountyva.gov](mailto:hhonaker@roanokecountyva.gov)

Sealed proposals will be received on or before 2:00 P.M., May 24, 2023 for furnishing the services and/or items described herein. The time of receipt shall be determined by the time clock stamp in the Purchasing office.

All questions must be submitted before 5:00 p.m. on May 16, 2023. If necessary, an addendum will be issued and posted to the County website on the Current Bids/RFP Requests tab at <https://www.roanokecountyva.gov/bids.aspx>.

If proposals are hand delivered or mailed, send directly to the Purchasing Division at the address listed above. If the Roanoke County Administration Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the County, at the originally scheduled hour.

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

The County reserves the right to cancel this RFP and/or reject any or all proposals and to waive any informalities in any proposal.

This section is to be completed by the Offeror and this page must be returned with the proposal. In compliance with this request for proposal and subject to all terms and conditions imposed herein, which are hereby incorporated herein by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the successful Offeror. Unless the proposal is withdrawn, the Offeror agrees that any prices or terms for such proposal shall remain valid for sixty (60) days after opening. Notices of proposal withdrawal must be submitted in writing to the Purchasing Division.

**Legal Name and Address of Firm:**

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
(Signature in Ink)

\_\_\_\_\_  
Name: \_\_\_\_\_  
(Please Print)

\_\_\_\_\_  
Zip: \_\_\_\_\_ Title: \_\_\_\_\_

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

Email: \_\_\_\_\_ Business License# \_\_\_\_\_

Virginia State Corporation Commission Identification Number: \_\_\_\_\_

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**BANKING SERVICES FOR ROANOKE COUNTY**

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**COUNTY OF ROANOKE, VIRGINIA  
REQUEST FOR PROPOSAL  
FOR  
BANKING SERVICES FOR ROANOKE COUNTY  
**RFP NUMBER 2023-098****

**INTRODUCTION**

The County of Roanoke, Virginia, is seeking proposals and qualifications from Offerors to provide Banking Services for Roanoke County in accordance with all terms, conditions and specifications as set out in this Request for Proposal (RFP). The RFP and related documents may be obtained during normal business hours from the Purchasing Division, (540) 772.2020. This document may be viewed and/or downloaded from the County of Roanoke Purchasing Division's Current Bid Opportunities website at <https://www.roanokecountyva.gov/bids.aspx>. If you have any problems accessing the documents, you may contact Purchasing at (540) 772-2020 or [hhonaker@roanokecountyva.gov](mailto:hhonaker@roanokecountyva.gov).

The Treasurer for the County of Roanoke, Virginia, is seeking proposals for a contract for banking services, intending to become effective as of October 1, 2023. The current contract for banking services will terminate on September 30, 2024. The resulting contract shall be for an initial period of two (2) years, with the option to renew for three (3) additional one (1) year periods based on written mutual agreement of both parties.

Proposals, to be considered and evaluated, must be sealed and received on or before 2:00 p.m. on May 24, 2023 in the Purchasing Division, County of Roanoke, 5204 Bernard Drive SW, Suite 300- F Roanoke VA 24018. Proposals appropriately received will be opened at this time. **Proposals received after 2:00 p.m. will not be accepted or considered.** The time of receipt shall be determined by the time clock stamp in the Purchasing Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the proposals. Faxed or e-mailed proposals are not acceptable.

Each proposal, one (1) **original, marked as such and eight (8) copies, marked as such**, must be appropriately signed by an authorized representative of the Offeror, and must be submitted in a sealed envelope or package. A removable media storage device containing two (2) digital copies of the proposal, one as submitted, and one **redacted to remove all confidential and proprietary material, must** be included in the proposal packet. The notation "**BANKING SERVICES FOR ROANOKE COUNTY", RFP No. 2023-098**" and the specified opening time and date must be clearly marked on the front of that sealed envelope or package. If the Roanoke County Administration Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the County, at the originally scheduled hour.

The County of Roanoke, Virginia, and its officers, employees or agents will not be responsible for the opening of a proposal envelope or package prior to the scheduled opening if that envelope or package is not appropriately sealed and marked as specified.

The County of Roanoke, Virginia reserves the right to cancel this RFP and/or reject any or all proposals, to waive informalities in any proposal, to award any whole or part of a proposal, and to award to the Offeror whose proposal is, at the sole discretion of the County of Roanoke, determined to be in the best interest of the County.

Project evaluation and award will be accomplished in accordance with this RFP and Section **10.9** of the County of Roanoke Procurement Policy & Procedures Manual. If an award of a contract is made, notification of such award will be posted for public review on the County of Roanoke Purchasing Division's website under Current Bid Opportunities at <https://www.roanokecountyva.gov/bids.aspx> or you may contact Purchasing directly at (540) 772-2020 to request a copy of the award notification.

Unless the proposal is withdrawn, the Offeror agrees that any prices or terms for such proposal shall remain valid for sixty (60) days after opening. Notices of proposal withdrawal must be submitted in writing to the Purchasing Manager.

Inquiries regarding this RFP should be directed to W.L. Heath Honaker, at (540) 283-8146 or via email at [hhonaker@roanokecountyva.gov](mailto:hhonaker@roanokecountyva.gov). Inquiries for information regarding procurement procedures and/or proposal submission shall be directed to the Purchasing Division.

This RFP consists of this Introduction, nine (9) numbered sections, and the attachments hereto.

**If you download this RFP from the County website and intend to submit a proposal, you should notify Purchasing that you have done so. However, each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The County is not responsible for any RFP obtained from any source other than the County. Contact Purchasing by phone at (540) 772-2020, or by email at [hhonaker@roanokecountyva.gov](mailto:hhonaker@roanokecountyva.gov).**

Respectfully,



W.L. Heath Honaker  
Purchasing Division Director

Date: April 24, 2023

County of Roanoke, Virginia  
Request for Proposal No. 2023-098

**Banking Services for Roanoke County**

**SECTION 1. PURPOSE.**

The purpose of this Request for Proposal (RFP) is the procurement of Banking Services for Roanoke County for the County of Roanoke, Virginia to become effective as of October 1, 2023. The current contract for banking services will terminate on September 30, 2023. The resulting contract shall be for an initial period of two (2) years, with the option to renew for two (3) additional one (1) year periods based on written mutual agreement of both parties. Presently, the County is billed annually for banking services, which are received and calculated on a monthly basis. These services are to be performed consistent with the terms and conditions herein set forth. Final scope of services will be negotiated with the successful Offeror.

**SECTION 2. BACKGROUND.**

Outlined below, in Section 6, 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 2023-098. 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 maintains a concentration account, which serves as the main depository account for the County, and receives funds from processed lockbox payments, remittances to and from the State of Virginia, edi wires, and daily sweeps to other ancillary accounts. The ancillary accounts consist of multiple zero balance accounts (ZBA) to cover all disbursements, payroll, welfare, general disbursements, and electronic funds transfer accounts (EFT).

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 2023-098.

### **SECTION 3. INSTRUCTIONS TO OFFERORS.**

- A. Proposals must be submitted in accordance with the instructions and requirements contained in this RFP, including the Introduction. Failure to do so may result in the proposal being considered non-responsive and it may be rejected. An Offeror must promptly notify the Purchasing Division of any ambiguity, inconsistency, or error which may be discovered upon examination of the RFP. An Offeror requiring clarification or interpretation of this RFP should contact W.L Heath Honaker at (540) 283-8146.
- B. Until such time that an award is published, direct contact with any County employee without the express permission of the Purchasing Manager or her designated representative, on the subject of this proposal, is strictly forbidden. Violation of this Instruction may result in disqualification of Offeror's proposal.

During an active solicitation all communications (email, phone, text, letter) must be conducted through the Purchasing Division. Purchasing staff will coordinate responses to any inquiries, as necessary. If any vendor involved in a pending solicitation or bid violates this communication protocol, any submittals from the vendor may be rejected/disqualified at the discretion of the Purchasing Division.

- C. Prospective Offerors, sometimes referred to as providers, operators, contractors, consultants, or vendors, are to address the criteria below at a minimum as part of their submitted proposal. Each proposal should include a transmittal letter and management overview of the proposal. Proposals are to include and may be evaluated on the following factors, together with such other factors as will protect and preserve the interests of the County of Roanoke, which may also be considered.
  1. Organizational structure of firm and qualifications of management personnel. Prospective Offerors should submit at a minimum the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position. (See Attachment B)
  2. Financial condition of the firm and ability to perform all obligations of any resultant contract.

The sufficiency of the financial resources and the ability of the Offeror to comply with the duties and responsibilities described in this RFP. Each Offeror shall provide a current annual financial report and the previous year's report and a statement regarding any recent or foreseeable mergers or acquisitions. Financial statements may be marked as "confidential" in accordance with the requirements set out in Section 4(A) of this RFP. (See Attachment B)

3. Each Offeror is to state whether or not any of Offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the County of Roanoke or has any responsibility or authority with the County that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each such person and their connection to the County of Roanoke. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 4 of this RFP, apply to this RFP. (See Attachment B)
4. Experience in providing the services and/or items requested by this RFP. (See Attachment B)
5. The ability, capacity, and skill of the Offeror to provide the services and/or items described in this RFP and in a prompt and timely manner without delay or interference.
6. The character, integrity, reputation, judgment, experience, efficiency, and effectiveness of the Offeror.
7. The quality and timeliness of performance of previous contracts or services of the nature described in this RFP.
8. Compliance by the Offeror with laws and ordinances regarding prior contracts, purchases, or services. (See Attachment B)
9. The conditions, if any, of the proposal. (See Attachment B)

D. Each Offeror should provide the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP, especially from **other** local government operations similar to those being requested in this RFP by the County. Each reference should include organizational name, official address, contact person, title of contact, and phone number. (See Attachment B)

- E. The proposal should be no more than 25 sheets (printing on back and front is acceptable) in length. Also include any other materials you may want to submit as part of your proposal response.
- F. Responses to this RFP must be in the prescribed format.

Offeror shall provide one redacted copy of its proposal fit for public dissemination, in the event the County must respond to a Freedom of Information Act request. A removable media storage device containing two (2) digital copies of the proposal, one as submitted, and one **redacted to remove all confidential and proprietary material**, must be included in the proposal packet. Offeror shall not mark its entire proposal as confidential and/or redact the entire proposal; doing so may result in the disqualification of Offeror's proposal.

- G. The County may request additional information, clarification, or presentations from any of the Offerors after review of the proposals received.
- H. The County has the right to use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of Offeror.
- I. The County is not liable for any costs incurred by any Offeror in connection with this RFP or any response by any Offeror to this RFP. The expenses incurred by Offeror in the preparation, submission, and presentation of the proposal are the sole responsibility of the Offeror and may not be charged to the County.
- J. Only the County will make news releases pertaining to this RFP or the proposed award of a Contract.
- K. Each Offeror who is a stock or nonstock corporation, limited liability company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Offeror shall include in its proposal response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its proposal response a statement describing why the Offeror is not required to be so authorized. (See Va. Code Section 2.2-4311.2).
- L. Each Offeror is required to state if it has ever been debarred, fined, had a contract terminated, or found not to be a responsible bidder or Offeror by any federal, state, or local government, and/or private entity. If so, please give the details of each such matter and include this information with the proposal response.

## SECTION 4. MISCELLANEOUS.

- A. Ownership of Material - Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP 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 the Offeror shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court. **However, the Offeror must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining 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.
- B. As this is a RFP, no information regarding the proposal records or the contents of responses will be released except in accordance with Section 2.2-4342 of the Code of Virginia. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.
- C. **IMPORTANT NOTICE - ADDENDUMS AND NOTICES OF AWARD**

Any interpretation, correction, or change of the RFP will be made by an addendum. The County Purchasing Division or its designee will issue Addenda that will be posted to the County website on the Current Bids Opportunities tab at <https://www.roanokecountyva.gov/bids.aspx>.

Interpretations, corrections or changes of this RFP made in any other manner will not be binding and Offerors must not rely upon such interpretations, corrections, or changes.

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. **However, each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The County is not responsible for any RFP obtained from any source other than the County.**

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) 772-2020.

The County is not responsible for any IFB obtained from any source other than the County. Contact W.L. Heath Honaker by phone at 540-283-8146, or by email at [hhonaker@roanokecountyva.gov](mailto:hhonaker@roanokecountyva.gov).

- D. No Offeror shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- E. The County may make investigations to determine the ability of the Offeror to perform or supply the services and/or items as described in this RFP. The County reserves the right to reject any proposal if the Offeror fails to satisfy the County that it is qualified to carry out the obligations of the proposed contract.
- F. The successful Offeror must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- G. The successful Offeror must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- H. It is the policy of the County of Roanoke to maximize participation whenever possible by minority and women owned business enterprises in all aspects of County contracting opportunities.
- I. The successful Offeror shall comply with all applicable County, State, and Federal laws, codes, provisions, and regulations. The successful Offeror shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- J. Providers of any outside services shall be subject to the same conditions and requirements as the successful Offeror in regards to law, code, or regulation compliance. The County reserves the right of approval for any subcontract work, including costs thereof.
- K. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this RFP.

- L. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this RFP.
- M. The procurement provisions of the Virginia Public Procurement Act as well as the County Procurement Manual, apply to this RFP, unless specifically modified herein. The County's Procurement Manual can be reviewed on the County's electronic procurement website.
- N. Insurance Requirements:  
Successful Offeror, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by successful Offeror, or any of its subcontractors, under any resultant Contract. The policies and coverages required are those as may be referred to in the sample contract and/or the terms and conditions attached to this RFP. All such insurance shall be primary and noncontributory to any insurance or self-insurance the County may have.

## SECTION 5. PROTESTS.

Any Offeror who wishes to protest or object to any award made or other decisions pursuant to this RFP may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to the County Purchasing Manager within the required time period.

## SECTION 6. SERVICES AND/OR ITEMS REQUIRED.

The County of Roanoke is seeking the services of a qualified vendor to provide Banking Services for Roanoke County on an as-needed basis. All proposals shall be made on the basis of, and either meet or exceed the requirements contained herein. All Offerors shall:

### 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, and general disbursement checks, which are continuous form documents, and will be printed by the County in accordance with bank specifications. Roanoke County is the Fiscal Agent for the Roanoke County Schools, Roanoke Valley Resource Authority, and Western Virginia Regional Jail, whom share in the usage under the master account structure.

## 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 a General Ledger 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 search and view 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 secure transmission, as opposed, or in addition 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 utilizing On-line Treasury Management (OTM) services provided by the bank. The Bank shall provide unlimited on-line stop payment service, and the service shall include processing and confirmation abilities. 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, MFT protocol or on-line transmission, containing information about checks issued by the County from each disbursement account that is needed. That information will be utilized 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 data. These controls must also demonstrate whether filters exist to dictate either pay or hold when a "non" response is received from the County, (i.e. County holiday not observed by the bank), and whether or not an intraday file refresh exists, as well as the ability to manually add checks intraday.

## 6. Lockbox Services

The Offeror must provide information on their lockbox service abilities to receive the Counties real estate and personal property tax ticket remittance advice for payment of taxes. The bank should indicate if they support a local postal address, or if an out of area address is required? If your postal address is out of the geographic area, what is the expected additional mail float time, and/or, any additional cost? Additionally, please explain in your response as to your capability to provide electronic payment detail with imaging and browser search capabilities of remittance advice, processed checks, and envelope information via the lockbox service platform. 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. If the respondent does not offer traditional lock-box services, they may propose additional information for a non-traditional lockbox alternative for consideration. This may include a third-party lock-box party, or in office hardware and software solutions to be utilized by Treasurers office staff. In office, solutions must include cost of hardware, interface capability with AR taxing software, and cash deposit solutions.

## 7. Online Banking

The selected bank must provide a secure online internet treasury platform, which allows for on-line automated balance reporting, access to balance and transaction information on the main depository accounts, as well as all secondary and zero balance accounts. Please confirm the system capabilities to perform check inquiries, stop payments, ACH initiation and wire transfers, which is mandatory. Please confirm if 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, 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, utilizing the counties prescribed electronic format, along with deposit advice for improve efficiencies and cost reduction? Along with the option to accept electronic payments, the County would like to be able to allow citizen initiation of e-checks via a Bank gateway from our citizen facing internet web site that would appear seamless and 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 which allows daily point of sale payments to be deposited and captured remotely from our offices.? If you have a software product in place, does it also have hardware software capacity to provide scanning, storage, and inquiry, of the check as well as the remittance advice when processed? Is the Bank willing to offer scanners at no charge to the County, and If so, how many? If not, what is the anticipated cost.? Additionally, please indicate if you have advanced options, such as image cash letter, which could be deployed and interfaced with our AR taxing software Tyler Munis. Please indicate if you already have the product and process in place with an existing customer, whom utilizes Tyler Munis software.

**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. If you do not have a night depository service, please elaborate on additional services, which may be utilized in place of night depositories. Please indicate how many branch night depository sites are located within the Roanoke Valley footprint.

**11. NSF Item Handling/Deposit Items Returned**

Non-sufficient funds checks will automatically be presented 2 times by the bank before returning to the Treasurer, unless the Treasurer specifically instructs the bank otherwise. Each item shall have the debit advice attached and be returned to the County Treasurer within 3 to 5 working days from the date of debit, along with email notification at the time of the debit. Please specify alternate forms of notifications in applicable.

## 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 paydays. 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 reproduction and submission in certain error situations.

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

## 13. Balance Reporting

Collected balance in the Deposit Account and Zero Balance Checking Accounts have to be available at the beginning of each business day, no later than 10:00 a.m., if not earlier, for proper management of accounts, cash flow, and investments. It should be noted in your response if other times or conditions are required. Does the responding bank offer email notification for opening available, collected balances, or other self-managed report creation tools?

## 14. Deposit Slips

The bank will provide standard deposit slips and advices to the Treasurer for the County accounts, as well as the 3 entities we are fiscal agent for. Any special handling instructions will be negotiated through the County Treasurer.

## 15. ACH platform and protocols for deposits and expenditures

ACH deposits from the State of Virginia, or third party vendors Virginia are to be promptly recorded, so that the Treasurer may consider them for the investment potential. In addition to deposits, the County also makes payments via ACH transactions. The bank shall supply a file containing all national ABA numbers for ACH use, and indicate any special requirements or features provided via this service.

The bank should also provide ACH services for automatic debit from corresponding accounts when authorized by the County. Please address the procedures for accepting an ACH file and debiting the accounts, as well as any applicable fees. The bank must provide prompt notification of debits and credits in all situations.

## 16. Electronic Escrow Reporting

Currently the County of Roanoke has approximately 100 separate escrow accounts totaling around \$1,000,000.00 requiring separate accountability of principal and interest

earnings. Does the responding bank provide escrow account services, which include either local or remote account set up, fixed interest rates and monthly reporting? Please provide details, for opening and closing of such accounts, and relative cost.

#### 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 beneficial to the County, and would be exercised at the option of the Treasurer on an additional fee or credit basis. There are many other services too detailed to mention that are customarily provided to corporations or governmental entities. The County in reviewing proposals will also generally assess these services. The County is always looking for opportunities to use banking services, new technology, and competitive pricing as they become available. The County reserves the right to add other services at a reasonable cost during the term of the contract.

These items 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

It is the goal of the County to utilize the firm(s) selected to provide the County a variety of banking services. The firm(s) selected must provide the highest quality services at the most reasonable cost. Contracts may be awarded for individual or bundled services.

Fees for services are to be included in with your proposal response (see Attachment C to RFP 2023-098: PRO FORMA CALCULATION SHEET). 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 2023-098 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 for the duration of the contract term, or readjusted on proposed intervals during the contract?

It is our understanding some financial institutions now have additional charges referred to as deposit assessment fees. The respondent bank, must specifically outline if a deposit fee is utilized in addition to normal commercial fees, and ECR calculations, and how that fee will be calculated, and the proposed percent calculation.

Does a reserved requirement apply on the Counties 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?

It has been a standard practice for the County to settle banking fees on an annual basis. Does the respondent bank allow for annual settlement? If not, please explain your requested alternate time periods, i.e. semi-annual, or quarterly.

### **Additional Items**

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

- a. a completed copy of the PRO FORMA CALCULATION SHEET provided as Attachment C to RFP 2023-098;
- b. personal qualifications of major bank officials who will be servicing the County of Roanoke's account;
- c. data processing capabilities of the bank;
- d. location of the bank's operations center which will service the County's account;
- e. an indication of the bank's approval for participation in the Virginia Security for Public Deposits Act;
- f. statements of any current or potential conflicts of interest concerning the potential handling of the County of Roanoke's account;
- g. 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;
- h. 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.

**Each Offeror should carefully read and review all such items and should address such items in its proposal. However, the final description of the services and/or items to be provided to the County under this RFP is subject to negotiations with the successful Offeror, and final approval by the County.**

## SECTION 7. EVALUATION CRITERIA.

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. The County of Roanoke does not use a numerical or weighted scoring system when evaluating selection criteria. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to, the items referred to above and those set forth below:

- A. The background, education and experience of the Offeror in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.
- B. The Offeror's responsiveness and compliance with the RFP requirements and conditions.
- C. Determination that the selected Offeror has no contractual relationships which would result in a conflict of interest with the County's contract.
- D. The Offeror's ability, capacity and skill to fully and satisfactorily provide the services and/or items required in this RFP.
- E. The quality of Offeror's performance in comparable and/or similar projects.
- F. Whether the Offeror can provide the services and/or deliver the items in a prompt and timely fashion.
- G. Offeror's willingness to accept the County's sample contract (Attachment A).

## SECTION 8. SELECTION PROCESS.

A. Pursuant to Section 2.2-4302.2 (A)(4) of the Code of Virginia, selection of the Offeror will be as follows:

1. The County's designee, shall engage in individual discussions with two or more Offerors, if there be that many deemed fully qualified, responsible and suitable on the basis of initial responses with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed projects as well as alternative concepts. These discussions may encompass nonbinding estimates of total project costs including, where appropriate, design, construction, life cycle cost, nonbinding estimates of price for services, and other matters. Methods to be utilized in arriving at a price for services may also be discussed. Properly designated proprietary information from competing Offerors shall not be disclosed to the public or competitors, except as may be required by law.
2. At the conclusion of discussions, outlined in the paragraph above, on the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the two (2) or more Offerors whose professional qualifications and proposed services are deemed most meritorious shall be ranked in order of preference.
3. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the County 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. 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.

B. All proposals submitted in response to this RFP will be reviewed by the Purchasing Division or its designee for responsiveness prior to referral to a selection committee or person. A committee consisting of County personnel and/or others and/or an appropriate individual will then evaluate all responsive proposals, conduct the negotiations, and make recommendations to the County as appropriate. The award of a contract, if made, will be made to the Offeror whose proposal best furthers the interest of the County. The County reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Offeror whose proposal is deemed to be in the best interest of the County.

- C. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the selection committee or person. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Oral presentations are strictly at the option of the County and may or may not be conducted.
- D. The County reserves the right to make multiple awards as a result of this solicitation.

## SECTION 9. INFORMATION ON CONTRACT TO BE AWARDED.

The Sample Contract marked as Attachment A to RFP # 2023-098contains terms and conditions that the County plans to include in any contract that may be awarded, but such terms and conditions may be changed, added to, deleted, or modified as may be agreed to between the County and the Offeror during negotiations. However, if an Offeror has any objections to any of the terms or conditions set forth in the Sample Contract or any changes or additions thereto that the Offeror wants to discuss during negotiations, the Offeror should set forth such objections, changes, or additions in such Offeror's proposal submitted in response to this RFP. Otherwise, submission of a proposal by an Offeror will obligate such Offeror, if it is the successful Offeror, to enter into a contract containing the same or substantially similar terms and conditions as contained in such Sample Contract. Other terms and conditions, if necessary, will be negotiated with the successful Offeror.

**END**

**ATTACHMENT A: SAMPLE CONTRACT**

**COUNTY OF ROANOKE, VIRGINIA  
CONTRACT BETWEEN COUNTY OF ROANOKE AND  
FOR Banking Services for Roanoke County**

This Contract # 2023-098 is dated \_\_\_\_\_, between the County of Roanoke, Virginia, hereinafter referred to as the "County" or "Owner", and legal name/address of contractor, hereinafter referred to as the "Contractor," Choose an item. .

**WITNESSETH:**

WHEREAS, Contractor has been awarded this nonexclusive Contract by the County for furnishing all equipment, materials, goods, labor, and services necessary for FISCAL AGENT PROFESSIONAL AUDITING SERVICES and associated work in accordance with this Contract and the documents referred to herein, all such items or services also being referred to hereinafter as the Work or Project.

**NOW, THEREFORE, THE COUNTY AND THE CONTRACTOR AGREE AS FOLLOWS:**

**SECTION 1. WORK/ SERVICES TO BE PROVIDED AND DOCUMENTS.**

For and in consideration of the money hereinafter specified to be paid by the County to the Contractor for the Work provided for in this Contract to be performed by the Contractor, the Contractor hereby covenants and agrees with the County to fully perform the services, provide any materials called for to construct, and complete the Work called for by this Contract in a good and workmanlike manner in accordance with this Contract and the documents referred to herein in order to fully and properly complete this Contract within the time stipulated, time being made of the essence for this Contract. It is also agreed by the parties hereto that the documents to this Contract consist of this Contract and the following documents listed below (Contract Documents), all of which are and constitute a part of this Contract as if attached hereto or set out in full herein, viz:

1. Insurance Requirements (Exhibit 1).
2. Scope of Work/Fee Schedule (Exhibit 2).
3. Request for Proposal No. \_\_\_\_\_, which is incorporated herein by reference.

The parties agree that if there are any differences between the provisions of the above referenced documents, the provisions of the County documents and this Contract will control over any Contractor supplied documents or information.

**SECTION 2. CONTRACT AMOUNT.**

The County agrees to pay the Contractor for the Contractor's complete and satisfactory performance of the Work/ Service, in the manner and at the time set out in this Contract,

as provided for in this Contract and that this Contract amount may be increased or decreased by additions and/or reductions in the Work as may be authorized and approved by the County, and the Contract amount may be decreased by the County's assessment of any damages against the Contractor, as may be provided for in this Contractor or by law, and the County retains the right of setoff as to any amounts of money the Contractor may owe the County. However, Contractor further acknowledges and agrees that any request for Contractor to perform Work under this Contract is in the sole discretion of the County and that there is no guarantee of any minimum amount of Work that may be requested by the County and that no Work may be requested.

### **SECTION 3. TERM OF CONTRACT.**

- A. The term of this Contract shall be for two (2) years, from \_\_\_\_\_, through \_\_\_\_\_, at which time it will terminate, unless sooner terminated pursuant to the terms of the Contract or by law or unless extended as set forth herein at the option of the County.
- B. By mutual agreement of the parties, the contract may be renewed for up to three (3) additional one (1) year periods of any combination thereof. If either party wants to renew the Contract that party shall give a written request to renew to the other party before the expiration of the original term or any renewal term of the Contract. The party receiving such request shall either accept or reject in writing such request within ten (10) days of receipt of that request, provided, however, if the party receiving the request to renew fails to respond within ten (10) days, the request to renew shall be deemed to be rejected, unless the parties mutually agree otherwise.
- C. All terms and conditions shall remain in force for the term of this Contract and for any renewal period unless modified by mutual agreement of both parties. Prices shall not be increased during the initial term of this Contract.

### **SECTION 4. TIME OF PERFORMANCE.**

The Contractor shall commence the Work to be performed under this Contract on such date as is established and fixed for such commencement by written notice (which may be initially given verbally in an emergency situation) to proceed given by the County representative to the Contractor, and the Contractor covenants and agrees to fully construct, perform, and complete the Work and/or provide the goods called for by this Contract established by such notice. The Contractor further agrees that the Work shall be started promptly upon receipt of such notice and shall be prosecuted regularly, diligently, and uninterruptedly at a rate of progress that will ensure full completion thereof in the shortest length of time consistent with the Contract Documents and that Contractor will cooperate and coordinate with the other County contractors or employees doing other work or using the area where Contractor is working.

### **SECTION 5. PAYMENT.**

- A. The County and Contractor agree that the County will only pay the Contractor for time actually spent and materials actually provided on the Project requested and accepted by the County. The payment requested shall be for the services completed and/or materials supplied for the Project, as specified in the Scope of Work (Exhibit 2) and as approved by the Treasurer's Office. A written progress report detailing work completed, identified problems, and remaining work shall accompany each request for payment, together with sufficient documentation of all reimbursable expenses or costs.
- B. Also, sufficient documentation of all costs, expenses, materials supplied, and/or hours worked may be requested by the County and, if so, may be required prior to the processing of any such request for payment. Payment will only be made for work actually performed, services actually supplied, and/or materials or goods furnished to the County, all of which need to be approved and accepted by the County prior to such payment, unless otherwise provided for in the Contract documents. Invoices for work rendered and accepted shall be submitted by Contractor directly to the Treasurer's Office. Approval and payment of such invoices shall be the responsibility of the Treasurer's Office or designee. Once a payment request has been received by the County, the County will process such payment request. If there are any objections or problems with the payment request, the County will notify the Contractor of such matters. If the payment request is approved and accepted by the County, payment will be made by the County to the Contractor not more than 30 days after such request has been approved.
- C. The services the Contractor may be requested to provide the County are those items set forth in Exhibit 2 (Scope of Work), which list of services may be amended by the mutual agreement of the parties. The prices to be paid to the Contractor for such services provided to and accepted by the County under the provisions of this Contract shall be the current price(s) as set forth in Exhibit 2 (Scope of Work). Unless otherwise stated in this Contract, the price(s) shall include all applicable charges such as pick up, delivery, printing, packaging, shipping, and other charges.

## **SECTION 6. SALES TAX EXEMPTION.**

The County is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for the County's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 217-074292-9. The County's tax-exempt status shall not inure to the benefit of Vendor. Vendor shall be liable for all applicable local, state and federal taxes that may arise or be due under this Agreement.

## **SECTION 7. FREE ON BOARD, RISK OF LOSS, AND TITLE.**

All prices include F.O.B Destination, inside delivery, unless otherwise noted in this Contract. The risk of loss from any casualty, regardless of cause, shall be on the

Contractor until the items have been delivered to County personnel making the request and accepted by the County. The risk of loss shall also be on the Contractor during the return of any items to the Contractor. Title to the items shall pass to the County upon receipt and acceptance of such items by the County.

## **SECTION 8. INSPECTION.**

The County shall have a reasonable time after receipt of items / services provided and before payment to inspect all items for conformity to this Contract. If all or some of the items delivered to the County do not fully conform to the provisions hereof, the County shall have the right to reject and return such nonconforming items, at the sole cost of the Contractor.

## **SECTION 9. WARRANTY OF MATERIAL AND WORKMANSHIP.**

Contractor agrees that all items provided to the County will be new, or if an item is refurbished or remanufactured, such item will meet the industry standards for such item and the item shall be clearly labeled as refurbished or remanufactured, and that all such items include such warranties as may be provided by Virginia law together with any warranties provided by the manufacturer of the item. Contractor shall use reasonable commercial efforts to assist the County in processing warranty claims against a manufacturer. Contractor also agrees that the services provided under this Contract shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like contractors in Virginia. Further, Contractor warrants that such services shall be completed in accordance with the applicable requirements of this Contract and shall be correct and appropriate for the purposes contemplated in this Contract. Contractor agrees that Contractor shall repair or replace, at Contractor's sole expense, and to the satisfaction of the County, any items, material, equipment, or part of the item that is found by the County to be defective or not in accordance with the terms of this Contract.

## **SECTION 10. PAYMENTS TO OTHERS BY CONTRACTOR.**

The Contractor agrees that Contractor will comply with the requirements of Section 2.2-4354 of the Virginia Code regarding Contractor's payment to other entities and the Contractor will take one of the two actions permitted therein within 7 days after receipt of amounts paid to Contractor by the County. Contractor further agrees that the Contractor shall indemnify and hold the County harmless for any lawful claims resulting from the failure of the Contractor to make prompt payments to all persons supplying the Contractor equipment, labor, tools, or material in connection with the work provided for in the Contract. In the event of such claims, the County may, in the County's sole discretion, after providing written notice to the Contractor, withhold from any payment request or final payment the unpaid sum of money deemed sufficient to pay all appropriate claims and associated costs in connection with the Contract and make such payment, if the County determines it to be appropriate to do so.

## **SECTION 11. HOLD HARMLESS AND INDEMNITY.**

Contractor shall indemnify and hold harmless the County and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Contractor's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near County's property or arising in any way out of or resulting from any of the work or items to be provided under this Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Contractor agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of this Contract.

## **SECTION 12. COMPLIANCE WITH LAWS AND REGULATIONS, AND IMMIGRATION LAW.**

Contractor agrees to and will comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to all applicable licensing requirements, environmental regulations, and OSHA regulations. Contractor further agrees that Contractor does not and shall not during the performance of its Contract; knowingly employ an unauthorized alien as defined in the Federal Immigration Reform & Control Act of 1986.

## **SECTION 13. INDEPENDENT CONTRACTOR.**

The relationship between Contractor and the County is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Contractor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Contractor shall be responsible for causing all required insurance, workers' compensation (regardless of number of employees) and unemployment insurance to be provided for all of its employees and subcontractors. Contractor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

## **SECTION 14. REPORTS, RECORDS, AND AUDIT.**

Contractor agrees to maintain all books, records, electronic data, and other documents relating to this Contract for a period of five (5) years after the end of each fiscal year covered by this Contract. The County, its authorized employees, agents, representatives, and/or state auditors shall have full access to and the right to request, examine, copy, and/or audit any such materials during the term of the Contract and such retention period, upon prior written notice to Contractor. This includes the County's right to audit and/or examine any of the Contractor's documents and/or data as the County deems appropriate to protect the County's interests.

## **SECTION 15. INSURANCE REQUIREMENTS.**

Contractor and any of its subcontractors involved in this Contract shall maintain the insurance coverage's set forth in Exhibit 1 to this Contract and provide the proof of such insurance coverage as called for in Exhibit 1, including workers' compensation coverage regardless of the number of Contractor's employees. Such insurance coverage shall be obtained at the Contractor's sole expense and maintained during the life of the Contract and shall be effective prior to the beginning of any work or other performance by the Contractor under this Contract. Additional insured endorsements, if required, must be received by the County within 30 days of the execution of this Contract or as otherwise required by the County's Risk Manager.

## **SECTION 16. DEFAULT.**

If Contractor fails or refuses to perform any of the terms of this Contract, including poor services, work or materials, the County may, by written notice to Contractor, terminate this Contract in whole or in part. In addition to any right to terminate, the County may enforce any remedy available at law or in equity in connection with such default, and Contractor shall be liable for any damages to the County resulting from Contractor's default. The County further reserves the right to immediately obtain such work or services from other entities in the event of Contractor's default.

## **SECTION 17. NONWAIVER.**

Contractor agrees that the County's waiver or failure to enforce or require performance of any term or condition of this Contract or the County's waiver of any particular breach of this Contract by the Contractor extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Contract or a waiver of any other breaches of the Contract by the Contractor and does not bar the County from requiring the Contractor to comply with all the terms and conditions of the Contract and does not bar the County from asserting any and all rights and/or remedies it has or might have against the Contractor under this Contract or by law.

## **SECTION 18. FORUM SELECTION AND CHOICE OF LAW.**

This Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue for any litigation, suits, and claims arising from or connected with this Contract shall only be proper in the Roanoke County Circuit Court, or in the Roanoke County General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to this Contract voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties. The provisions of this Contract shall not be construed in favor of or against either party, but shall be construed according to their fair and customary meaning as if both parties jointly prepared this Contract.

## **SECTION 19. SEVERABILITY.**

If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected and all other terms and conditions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

## **SECTION 20. NONDISCRIMINATION.**

- A. During the performance of this Contract, Contractor agrees as follows:
  - i. 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 or federal law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - ii. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor will state that Contractor is an equal opportunity employer.
  - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. Contractor will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

## **SECTION 21. DRUG-FREE WORKPLACE.**

- A. During the performance of this Contract, Contractor agrees to (i) provide a drug-free workplace for 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 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 Contractor that 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.
- B. 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.

## **SECTION 22. FAITH BASED ORGANIZATIONS.**

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the County does not discriminate against faith-based organizations.

## **SECTION 23. Data on Convictions for Certain Crimes (there may be agreements where this applies to County contracts, too)**

The Vendor 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. Upon request by the Schools, Vendor shall provide specific documentation to verify that it has conducted requisite criminal conviction checks on its employees, agents, sub-contractors, and assigns. Schools reserve the right to remove or deny entrance to any employee, agent, sub-contractor, or assign of Vendor when School determines, in its sole discretion, that such person poses a risk to health or safety of others on School property.

The Consultant 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 Consultant 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 Roanoke County and the Roanoke County School Board. Data and Convictions information will be requested before the County of Roanoke/Schools enters into a contract / when required.

## **SECTION 24. ASSIGNMENT.**

Contractor may not assign or transfer this Contract in whole or in part except with the prior written consent of the County, which consent shall not be unreasonably withheld. If consent to assign is given, no such assignment shall in any way release or relieve the Contractor from any of the covenants or undertakings contained in this Contract and the Contractor shall remain liable for the Contract during the entire term thereof.

## **SECTION 25. CONTRACTUAL DISPUTES.**

Contractual claims, whether for money or for other relief, including any disputes as to change orders or extra work, shall be submitted, in writing, no later than sixty (60) calendar days after final payment or payment designated as a final payment; however, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a

condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by the Board of Supervisors or its designee (hereafter "BOS"). The Contractor may not institute legal action prior to receipt of the County's decision on the claim unless the BOS fails to render such decision within ninety (90) calendar days from submittal of its claim. The decision of the BOS shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 90-day time limit, whichever occurs first, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the County to render a decision within said ninety (90) calendar days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the County's failure to render a decision within said ninety (90) calendar days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this Contract.

## **SECTION 26. SUCCESSORS AND ASSIGNS.**

The terms, conditions, provisions, and undertakings of this Contract shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

## **SECTION 27. HEADINGS.**

The captions and headings in this Contract are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Contract.

## **SECTION 28. COUNTERPART COPIES.**

This Contract may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

## **SECTION 29. AUTHORITY TO SIGN.**

The persons who have executed this Contract represent and warrant that they are duly authorized to execute this Contract on behalf of the party for whom they are signing.

## **SECTION 30. NOTICES.**

All notices must be given in writing and shall be validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, with a receipt, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

|            |  |
|------------|--|
| To County: | County of Roanoke<br>Treasurer's Office<br>5204 Bernard Drive<br>Roanoke, Virginia 24018 |
|------------|--|

Email: [KHUTCHINS@roanokecountyva.gov](mailto:KHUTCHINS@roanokecountyva.gov)

Copy to: County of Roanoke  
Purchasing Division  
Attn: Heath Honaker  
5204 Bernard Drive, SW, Suite 300-F  
Roanoke, Virginia 24018-2020

Email: [HHonaker@ronaokecountyva.gov](mailto:HHonaker@ronaokecountyva.gov)

If to Contractor:  
Attn: \_\_\_\_\_, President/CEO  
\_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Notices shall be deemed to be effective one day after sending if sent by overnight courier or three (3) days after sending it by certified mail, return receipt requested.

### **SECTION 31. PROTECTING PERSONS AND PROPERTY.**

The Contractor expressly undertakes both directly and through its subcontractors, to take every reasonable precaution at all times for the protection of all persons and property at the location of the Work or in the vicinity of the Work or that may be affected by the Contractor's operation in connection with the Work. The Contractor will maintain adequate protection of all Contractor's Work to prevent damage to it and shall protect the County's property from any injury or loss arising in connection with this Contract and to protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. Contractor agrees to be responsible for the entire Work and will be liable for all damages to the Work, including, but not limited to, damages to any property of the County or to any property in the vicinity or adjacent to the Work. All damage with respect to the Work caused by vandalism, weather, or any other cause, other than resulting from the sole negligence of the County shall be the responsibility of the Contractor. Contractor shall also be responsible for any inventory shortages and discrepancies of any type.

### **SECTION 32. CONTRACT SUBJECT TO FUNDING.**

This Contract is subject to funding and/or appropriations from federal, state, and/or local governments and/or agencies. If any such funding is not provided, withdrawn, or otherwise not made available for this Contract, the Contractor agrees that the County may terminate this Contract on seven (7) days written notice to Contractor, without any penalty or damages being incurred by the County. Contractor further agrees to comply with any applicable requirements of any grants and/or agreements providing such funding.

### **SECTION 33. SUSPENSION OR TERMINATION OF CONTRACT BY COUNTY.**

The County, at any time, may order Contractor to immediately stop work on this Contract, and/or by seven days (7) written notice may terminate this Contract, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the County all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Contract whether completed or in process (unless otherwise directed by the notice).

1. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Contract obligations, the County may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the County for any damages allowed by law, and upon demand of County shall promptly pay the same to County.
2. Should the Contract be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the County and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
3. The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and County may pursue any and all such rights and remedies against Contractor as it deems appropriate.

#### **SECTION 34. ETHICS IN PUBLIC CONTRACTING.**

The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Va. Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this Contract.

#### **SECTION 35. COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA.**

Contractor shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that a contractor organized as a stock or nonstock 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 or as otherwise required by law. Contractor 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, to be revoked or cancelled at any time during the term of the

Contract. The County may void the Contract if the Contractor fails to remain in compliance with the provisions of this section.

**SECTION 36. OWNERSHIP OF REPORTS AND DOCUMENTS.**

Contractor agrees that all reports and any other documents (including electronic data) prepared for, obtained in connection with, and/or required to be produced in connection with this Contract shall be delivered by the Contractor to the County and all such items shall become the sole property of the County. The Contractor agrees that the County shall own all rights of any type in and to all such items, including but not limited to copyrights and trademarks, and the County may reproduce, copy, and use all such items as the County deems appropriate, without any restriction or limitation on their use and without any cost or charges to the County from Contractor. Contractor hereby transfers and assigns all such rights and items to the County. Contractor further agrees Contractor will take any action and execute any documents necessary to accomplish the provisions of this Section. The Contractor also warrants that Contractor has good title to all materials, equipment, documents, and supplies which it uses in the Work or for which it accepts payment in whole or in part.

**SECTION 37. ENTIRE CONTRACT.**

This Contract, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties. This Contract may be modified only by written agreement properly executed by the parties.

**SIGNATURE PAGE TO FOLLOW.**

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

**(Full Legal Name of Vendor)**

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

COUNTY OF ROANOKE, VIRGINIA

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

Approved as to execution:

\_\_\_\_\_  
County Attorney/Assistant County Attorney

**CONTRACT 2023-098  
BETWEEN COUNTY OF ROANOKE AND VENDOR NAME  
FOR Banking Services for Roanoke County**

**EXHIBIT 1: SCOPE OF WORK/FEE SCHEDULE**

**REFERENCE: RFP# 2023-098**

**The services, work, and/or items that the Contractor shall provide in a timely and proper manner in accordance with the Contract include, but are not necessarily limited to, the following:**

**The final scope of services will be negotiated with the Selected Offeror.**

**ATTACHMENT B: PROPOSAL RESPONSE AND CHECKLIST**

Fully complete the following pages and submit along with Page 2 (Signature Page) of the RFP and all applicable attachments.

**I. General Information**

Offeror's (Legal Business) Name: \_\_\_\_\_

Doing Business As (If Different Name): \_\_\_\_\_

Person to Contact Regarding this RFP (Name): \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

Check type of organization:

Corporation \_\_\_\_\_ Partnership \_\_\_\_\_

Sole Proprietor (Individual) \_\_\_\_\_ Other (describe) \_\_\_\_\_

If Sole Proprietor (individually owned), number of years in business: \_\_\_\_\_

Have you ever operated under another name? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes -

Other name: \_\_\_\_\_

Number of years in business under this name: \_\_\_\_\_

State license number under this name: \_\_\_\_\_

**II. Organization of Firm**

The Offeror should submit as **Attachment 1** at a minimum the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position.

**III. Financial Condition of Offeror**

The sufficiency of the financial resources and the ability of the Offeror to comply with the duties and responsibilities described in this RFP.

The Offeror shall submit as **Attachment 2**, a current annual financial report and the previous year's report and a statement regarding any recent or foreseeable mergers or acquisitions. Financial statements may be marked as "confidential" in accordance with the requirements set out in Section 3(G) of this RFP.

**IV. Experience**

The Offeror shall submit as **Attachment 3**, a narrative of their firm's experience in providing the services and/or items in this RFP, including type of business, business location, and number of years in business.

**V. References**

Each Offeror should provide as **Attachment 4**, the names, addresses, and telephone numbers of at least five (5) references in connection with supplying the services or items requested in this RFP, especially from other local government operations similar to those being requested in this RFP by the County. Each reference should include organizational name, official address, contact person, title of contact, and phone number.

**VI. Conditions of Offeror's Proposal**

Offeror shall submit as **Attachment 5**, any conditions to the Offeror's proposal or exceptions to the sample contract (Attachment A to the RFP).

**VII. Conflict of Interest**

\_\_\_\_ Offeror, owner, officer, employees, agents and immediate family members are not now, and have not been in the past year, an employee of the County of Roanoke or has no responsibility or authority with the County that might affect the procurement transaction or any claim resulting therefrom.

OR

State the complete name and address of each such person and their connection to the County of Roanoke. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 4 (L) of the RFP, apply to this RFP.

Name

Address

---

---

---

### **VIII. Convictions and Debarment**

If you answer yes to any of the following, state on **Attachment 6** the person or entity against whom the conviction or debarment was entered, give the location and date of the conviction or debarment, describe the project involved, and explain the circumstances relating to the conviction or debarment, including the names, addresses and phone numbers of persons who might be contacted for additional information.

1. In the last ten years, has your organization or any officer, director, partner, owner, project manager, procurement manager or chief financial officer of your organization:
  - a. ever been found guilty on charges relating to conflicts of interest?  
Yes  No
  
2. a. Is your organization or any officer, director, partner or owner currently debarred or enjoined from doing federal, state or local government work for any reason?  
Yes  No   
  
b. Has your organization or any officer, director, partner or owner ever been debarred or enjoined from doing federal, state or local government work for any reason?  
Yes  No

### **IX. Compliance**

If you answer yes to any of the following, give the date of the termination order, or payment, describe the project involved, and explain the circumstances relating to same, including the names, addresses and phone numbers of persons who might be contacted for additional information on **Attachment 7**.

1. Has your organization:

a. ever been terminated on a contract for cause?  
Yes        No       

**X. Confidential & Proprietary Information**

Identify the section and page number of any information in your proposal that has been identified as confidential, proprietary or a trade secret (see Section 4(A) of the RFP).

| Page Number Information | Section | Description of Confidential and/or Proprietary |
|-------------------------|---------|--|
| _____                   | _____   | _____  |
| _____                   | _____   | _____  |
| _____                   | _____   | _____  |
| _____                   | _____   | _____  |

Offeror shall provide one redacted copy of its proposal fit for public dissemination, in the event the County must respond to a Freedom of Information Act request. The redacted copy of Offeror's proposal shall be provided on USB Drive or other electronically transferable media and shall be redacted to protect any confidential and/or proprietary information and shall be labeled as such. Offeror shall not mark its entire proposal as confidential and/or redact the entire proposal; doing so may result in the disqualification of Offeror's proposal.

**Attachments:**

The following items should be included with your RFP response. Place a check mark on the line next to each applicable item submitted with your proposal. Write N/A (not applicable) on the line next to those items that do not apply to your response.

Signature Page (Pg. 2) of RFP

\_\_\_\_\_

Removable Media Containing  
Redacted Version of Proposal (**Mandatory**)

Attachment B (Proposal Response  
And Checklist) to RFP 2023-098

|   |       |
|---|-------|
| 1. Organization of Firm                       | _____ |
| 2. Financial Reports                          | _____ |
| 3. Experience                                 | _____ |
| 4. References                                 | _____ |
| 5. Conditions of the Proposal (If Applicable) | _____ |
| 6. Debarment Explanation (If Applicable)      | _____ |
| 7. Compliance Explanation (If Applicable)     | _____ |
| 8. Pro Forma Calculation Sheet (Attachment C) | _____ |

ATTACHMENT C: PRO FORMA CALCULATION SHEET

|                 |                                |                        |                   |                 | <b>Estimated</b> |
|-----------------|--------------------------------|------------------------|-------------------|-----------------|------------------|
|                 |                                | <b>Average Monthly</b> | <b>Cumulative</b> | <b>Charge</b>   | <b>Monthly</b>   |
| <b>AFP Code</b> | <b>Service Description</b>     | <b>Total</b>           | <b>12 Totals</b>  | <b>Per item</b> | <b>Charge</b>    |
| <b>010000</b>   | MONTHLY ACCT MAINTENANCE FEE   | 16                     | 194               |                 |                  |
| <b>010020</b>   | ZBA MASTER ACCOUNT MAINTENANCE | 1                      | 12                |                 |                  |
| <b>010021</b>   | ZBA SUB ACCOUNT MAINTENANCE    | 8                      | 97                |                 |                  |
| <b>010101</b>   | CREDITS POSTED                 | 710                    | 8,523             |                 |                  |
| <b>050000</b>   | WLBX MAINTENANCE - MONTHLY     | 1                      | 12                |                 |                  |
| <b>050012</b>   | RLBX P.O. BOX ANNUAL RENTAL    | 0                      | 1                 |                 |                  |
| <b>050030</b>   | LOCKBOX DEPOSITS               | 16                     | 187               |                 |                  |
| <b>050100</b>   | WLBX STANDARD ITEM             | 116                    | 1,386             |                 |                  |
| <b>050111</b>   | WLBX ITEM SORT                 | 231                    | 2,772             |                 |                  |
| <b>05011L</b>   | RLBX DEPOSIT TICKET            | 2                      | 24                |                 |                  |
| <b>05011R</b>   | WLBX IMAGE CD ROM PER CD       | 0                      | 4                 |                 |                  |
|                 | WLBX IMG BROWSER-1ST LBX       | 1                      | 12                |                 |                  |
|                 | WLBX REMITTER TABLE MAINT      | 1                      | 12                |                 |                  |
| <b>050200</b>   | RLBX LOW SPEED EXTRACTION      | 3,723                  | 44,672            |                 |                  |
|                 | WLBX P.O. BOX ANNUAL RENTAL    | 0                      | 1                 |                 |                  |
| <b>050201</b>   | RLBX PARTIAL PAYMENTS          | 49                     | 586               |                 |                  |
| <b>050202</b>   | RLBX MULTIPLE PAYMENTS/COUPONS | 984                    | 11,804            |                 |                  |
| <b>05021G</b>   | RLBX PACKAGE PREPARATION       | 2                      | 24                |                 |                  |
| <b>05021M</b>   | RLBX NON-REMIT MAIL/NO PAYMENT | 26                     | 306               |                 |                  |
| <b>05021P</b>   | RLBX SPECIAL SCREENING         | 3,723                  | 44,672            |                 |                  |
| <b>05021Q</b>   | RLBX CAPTURED ITEMS 5K-25K     | 3,111                  | 37,334            |                 |                  |
|                 | RLBX IMAGE ARCHIVE 90 DAYS     | 6,837                  | 82,039            |                 |                  |
|                 | RLBX IMAGE BATCH DOWNLOAD      | 0                      | 2                 |                 |                  |
| <b>050320</b>   | RLBX INFO REPORTING - FAX      | 2                      | 24                |                 |                  |
| <b>050401</b>   | RLBX DATA TRANS - PER FILE     | 8                      | 96                |                 |                  |
| <b>050412</b>   | WLBX EXPRESS MAIL COURIER      | 1                      | 12                |                 |                  |
| <b>050423</b>   | RLBX IMAGE CD ROM PER CD       | 1                      | 11                |                 |                  |
| <b>050424</b>   | RLBX CAPTURED ITEMS < 5K       | 612                    | 7,338             |                 |                  |
| <b>050530</b>   | RLBX REJECTED ITEMS            | 269                    | 3,229             |                 |                  |
|                 | WLBX REJECTED ITEMS            | 5                      | 61                |                 |                  |
| <b>051000</b>   | RLBX MAINTENANCE - MONTHLY     | 2                      | 24                |                 |                  |
| <b>051001</b>   | WLBX PACKAGE PREPARATION       | 4                      | 44                |                 |                  |
| <b>059999</b>   | RLBX CASH PAYMENT PROCESS      | 0                      | 3                 |                 |                  |
|                 | WLBX CASH PAYMENT PROCESS      | 0                      | 1                 |                 |                  |

|               |                                |         |           |  |  |
|---------------|--------------------------------|---------|-----------|--|--|
|               | WLBX NON-REMIT MAIL/NO PAYMENT | 0       | 1         |  |  |
| <b>10001Z</b> | COIN AND CURRENCY DEPOSITED    | 208,849 | 2,506,190 |  |  |
| <b>100044</b> | COIN ORDER PER ROLL            | 27      | 322       |  |  |
| <b>100048</b> | CURRENCY ORDER PER \$1         | 749     | 8,989     |  |  |
| <b>100051</b> | NIGHT DEPOSITORY SERVICES      | 6       | 74        |  |  |
| <b>100200</b> | RDC MONTHLY MAINT              | 1       | 12        |  |  |
| <b>100210</b> | REMOTE DEPOSIT ITEM - ON-US    | 1,045   | 12,540    |  |  |
|               | RLBX ON-US DEPOSITED ITEM      | 846     | 10,153    |  |  |
| <b>100212</b> | REMOTE DEPOSIT ITEM - TRANSIT  | 3,338   | 40,051    |  |  |
| <b>10021Z</b> | RLBX TRANSIT DEPOSITED ITEM    | 2,268   | 27,211    |  |  |
| <b>100220</b> | ITEMS DEPOSITED - ON-US        | 159     | 1,911     |  |  |
|               | WLBX ON-US DEPOSITED ITEM      | 31      | 367       |  |  |
| <b>100222</b> | ITEMS DEPOSITED - IN STATE     | 358     | 4,297     |  |  |
| <b>100224</b> | ITEMS DEPOSITED - OTHER        | 269     | 3,226     |  |  |
| <b>10022Z</b> | WLBX TRANSIT DEPOSITED ITEM    | 85      | 1,018     |  |  |
| <b>100230</b> | CHECK PAID - REJECT            | 9       | 112       |  |  |
| <b>100400</b> | RETURNED DEPOSITED ITEM FEE    | 5       | 64        |  |  |
| <b>100402</b> | REDEPOSIT (RECLEARED) RET ITEM | 2       | 24        |  |  |
| <b>100404</b> | CASH ITEM - BRANCH OTHER       | 6       | 75        |  |  |
| <b>100405</b> | RDI SPECIAL HANDLING MAINT     | 2       | 22        |  |  |
| <b>100500</b> | DEPOSIT CORRECTIONS            | 1       | 10        |  |  |
| <b>100600</b> | DEPOSIT RECON MAINTENANCE      | 2       | 24        |  |  |
| <b>100610</b> | DEPOSIT RECON - ITEM           | 1,161   | 13,930    |  |  |
| <b>150000</b> | CONTROLLED DISB MAINT          | 1       | 12        |  |  |
| <b>150100</b> | CHECKS PAID AND OTHER DEBITS   | 595     | 7,135     |  |  |
| <b>150110</b> | CONTROLLED DISB - CHECKS PAID  | 2,343   | 28,113    |  |  |
| <b>150122</b> | CPR/PAYEE POS W RECON ITEMS    | 2,749   | 32,985    |  |  |
| <b>150341</b> | OVERDRAFT ITEM FEE - DEPOSIT   | 0       | 1         |  |  |
|               | PRIOR DAY OD ITEM FEE - DEP    | 2       | 26        |  |  |
| <b>150410</b> | TM ONLINE STOP PAYMENT         | 9       | 107       |  |  |
| <b>150600</b> | CPR/POSPAY/PAYEE D/T CLNT/FILE | 2       | 24        |  |  |
| <b>150720</b> | CPR/POS PAY/PAYEE-EXCEPTIONS   | 12      | 144       |  |  |
|               | PAYEE POS PAY W RECON - MAINT  | 2       | 24        |  |  |
| <b>151350</b> | CD-ROM MAINTENANCE             | 2       | 24        |  |  |
|               | CHECK IMAGES WITH STATEMENT    | 3       | 36        |  |  |
|               | ENHANCED CK IMAGES WITH STMNT  | 1       | 12        |  |  |
| <b>151351</b> | CD-ROM ITEMS                   | 2,749   | 32,985    |  |  |
| <b>151352</b> | CHECK PC VIEW OR PRINT - NC    | 2       | 26        |  |  |
|               | CHECK PHOTOCOPY VIEW OR PRINT  | 1       | 7         |  |  |
| <b>151353</b> | CD-ROM DISC                    | 2       | 24        |  |  |
|               | CD-ROM DUPLICATE DISC          | 2       | 24        |  |  |
| <b>200010</b> | FULL RECON MAINT ELECTRONIC    | 1       | 12        |  |  |

|        |                                |       |         |  |  |
|--------|--------------------------------|-------|---------|--|--|
| 200020 | PARTIAL RECON MAINT ELECTRONIC | 1     | 12      |  |  |
| 200110 | FULL RECON - ITEM              | 2,343 | 28,120  |  |  |
| 200120 | PARTIAL RECON - ITEM           | 417   | 5,002   |  |  |
| 200200 | CPR/POSPAY/PAYEE D/T BANK/FILE | 2     | 24      |  |  |
| 250000 | DT/DLTY ACH MONTHLY MAINT      | 2     | 20      |  |  |
| 250102 | TOTAL ACH ORIGINATED ITEMS     | 9,206 | 110,477 |  |  |
| 250120 | ACH ORIGINATED ADDENDA RECORD  | 12    | 140     |  |  |
| 250200 | ACH RECEIVED DEBIT             | 184   | 2,212   |  |  |
| 250201 | ACH RECEIVED CREDIT            | 677   | 8,129   |  |  |
|        | TM ACCOUNT TRANSFER            | 17    | 202     |  |  |
| 250302 | ACH RETURN TRANSACTION         | 7     | 79      |  |  |
| 250400 | ACH RETURN FILE MONTHLY MAINT  | 1     | 12      |  |  |
| 250401 | RETURN ITEM EMAIL NOTIFICATION | 18    | 219     |  |  |
| 250501 | ACH INPUT FILE RECEIVED/TRANS  | 13    | 153     |  |  |
| 250642 | ACH TRANSACTION REVERSAL       | 1     | 12      |  |  |
| 250701 | ACH ACTIVITY REPORT            | 0     | 3       |  |  |
| 2508ZZ | TM ACH BATCH PROCESSING FEE    | 2     | 18      |  |  |
| 251050 | ACH POSITIVE PAY MONTHLY MAINT | 8     | 101     |  |  |
| 251051 | ACH AUTHORIZATION RECORD       | 1     | 16      |  |  |
| 251070 | ACH NOTIFICATION OF CHANGE     | 1     | 16      |  |  |
| 251100 | TM ACH MONTHLY MAINTENANCE     | 1     | 12      |  |  |
| 300020 | EDI MONTHLY MAINT RECEIVABLES  | 1     | 7       |  |  |
|        | EDI REPORTING MAINTENANCE      | 0     | 5       |  |  |
| 300505 | EDI REPORTING PER ITEM FEE     | 28    | 332     |  |  |
| 309999 | EDI TRANSACTION RECEIVABLES    | 40    | 480     |  |  |
| 350000 | CORPORATE CALL MAINT           | 3     | 33      |  |  |
| 350124 | TM BOOK TRANSFER NON-REP       | 0     | 1       |  |  |
| 350300 | INCOMING DOMESTIC WIRE         | 7     | 81      |  |  |
| 350401 | TM DOMESTIC NON-REP WIRE       | 15    | 176     |  |  |
| 350600 | TM WIRE TRANSFER SERVICE/MONTH | 1     | 12      |  |  |
| 400010 | OLB ACCOUNT MAINTENANCE        | 1     | 17      |  |  |
| 400050 | TM/OLC PRIOR DAY SERV/MONTH    | 1     | 12      |  |  |
| 400052 | TM/OLC PRIOR DAY/ACCOUNT       | 18    | 210     |  |  |
| 400053 | TM/OLC CURRENT DAY SERV/MONTH  | 1     | 12      |  |  |
| 400210 | TM/OLC MAINTENANCE FEE         | 1     | 12      |  |  |
| 400221 | OLB REPORTED ITEMS             | 448   | 5,372   |  |  |
| 400272 | TM/OLC CURRENT DAY/DETAIL ITEM | 1,223 | 14,673  |  |  |
|        | TM/OLC PRIOR DAY/DETAIL ITEM   | 6,222 | 74,668  |  |  |
| 400275 | TM/OLC CURRENT DAY/ACCOUNT     | 15    | 174     |  |  |
| 400500 | TM/OLC ACH-EDI REPORT          | 17    | 206     |  |  |
|        | TM/OLC CAR REPORT              | 12    | 146     |  |  |
| 600000 | LETTERS OF CREDIT-CREDIT       | 0     | 1       |  |  |

|        |                         |   |   |  |
|--------|-------------------------|---|---|--|
| 609999 | LETTERS OF CREDIT-DEBIT | 0 | 1 |  |
|        |                         |   |   |  |

BANK

NAME

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CORPORATE

OFFICER

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