

Request for Proposal for Comprehensive Banking Services



RFP 21050

Issue Date: September 1, 2020

Sealed Proposals are due: October 12, 2020 at 4:30 pm

THREE BOUND PAPER COPIES (WITH 1 ELECTRONIC) SHOULD BE MAILED OR HAND
DEIVERED TO:

**City of Fairfax
10455 Armstrong Street
Fairfax, Virginia 22030**

The City of Fairfax does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

CITY OF FAIRFAX TREASURER'S OFFICE
REQUEST FOR PROPOSALS ("RFP")
FOR
COMPREHENSIVE BANKING SERVICES

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SECTION I - GENERAL TERMS AND CONDITIONS

1. BACKGROUND:

In order to provide services to its residents, every government needs revenue and needs to know that its revenue will be collected and kept safe until needed. It is the mission of the City of Fairfax Treasurer's Office (the "Treasurer's Office"; the "City"), as spelled out in the Code of Virginia, to collect state and local taxes and other revenues, to invest and safeguard the funds, and to disburse the funds as directed by the local governing body.

The City of Fairfax Treasurer (the "Treasurer") is elected by the voters of the City of Fairfax.

2. SCOPE OF WORK

The Treasurer's Office intends to select one or more firms to provide the required services. To facilitate the evaluation of proposals, the services have been divided into four Service Groups as listed below. Firms may propose to provide **one or more** of these services.

Service Group 1: General Banking; Lockbox Processing Services; Bus Coin/Cash Vault Services

Service Group 2: Institutional Custody

Service Group 3: Merchant Services

Service Group 4: Integrated Payables

The Treasurer's Office employs a single bank for Service Groups 1 and 3. It employs a separate bank for Service Group 2. It does not currently use the services of Service Group 4.

Each proposing firm should clearly state in a cover letter to the proposal the Service Group(s) it is proposing to provide.

3. CONTRACT TERM:

It is the Treasurer's Office's intent to award the contract(s) for an initial 3-year period with the option to renew it for 2, two-year periods for a possible total contract term of 7 years. The decision to renew the contract(s) will be at the sole discretion of the Treasurer's Office.

Firms must agree to fix contract fees for at least the first 3 years. If the firm intends to revise its fee schedule after the initial period, it must give written notice to the Treasurer's Office at least 90 days in advance of any fee change. Fees may be changed only on the contract anniversary date. These fees are subject to negotiation and approval by the Treasurer's Office and may not exceed the annual consumer price index-urban (CPI-U) for the most recently available 12 month trailing period.

4. EVALUATION SCHEDULE

Issue RFP	September 1, 2020
Written Questions Due	September 14, 2020
Responses to Questions	September 21, 2020
Pre-Proposal Conference	September 14, 2020
Proposals Due	October 19, 2020
Finalist Presentations	December 7 – 9, 2020
Award RFP - Selection	January 2021

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5. SUBMISSION OF WRITTEN QUESTIONS

All questions about the RFP shall be submitted by e-mail by 2:00 p.m. Eastern Time on or before September 14, 2020, to:

Rebecca McNaughton, MGDT, Chief Deputy Treasurer
rebecca.mcnaughton@fairfaxva.gov

The Treasurer's Office will provide written responses to questions from prospective firms no later than September 21, 2020

6. PRE-PROPOSAL CONFERENCE

The Treasurer's Office will hold a pre-proposal conference on September 24, 2020 at 2:00 PM at the following location: 10455 Armstrong Street, Room 111 (Work-session Room Lower Level), Fairfax, VA 22030. The Treasurer's Office will answer any additional follow up questions at this time. No questions or inquiries will be allowed beyond the pre-proposal conference. Attendance at the pre-proposal conference is not mandatory, but is recommended. The City reserves the right to change the pre-proposal conference to a virtual conference.

7. PREPARATION OF PROPOSAL

Careful attention must be paid to all requested items contained in this Request for Proposal. Please read the entire package before bidding.

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate, and reliable presentation. For ease of review, the proposals must follow the outline in Section III of this request for proposal.

Each response should be clearly numbered and the full question listed. Each page of the proposal must be sequentially numbered.

8. SUBMISSION OF PROPOSALS

Proposals must be submitted in hard copy, one (1) fully executed original copy of the proposal labeled appropriately, and three (3) additional photocopies of the original for the Selection Committee; individual binders preferred. Offerors must also submit one (1) exact electronic copy of the original Proposal on a Compact Disc (CD) or Universal Serial Bus (USB) flash drive within the same package. Electronic files must be in MS Word, Adobe Acrobat, or Excel format and shall be submitted no later than the deadline specified in this solicitation to:

City of Fairfax, Virginia
Treasurer's Office
10455 Armstrong Street, Suite 234
Fairfax, Virginia 22030

Timely submission of the proposal is solely the responsibility of the Offeror. Proposals received after the Proposal Due Date and time will be rejected. City is not responsible for deliveries attempts by vendors or misdirected to other offices within the City.

Proposals and all documents related to this solicitation submitted by an Offeror shall, upon receipt by the City, become the property of the City.

9. Electronically submitted proposals or those submitted unsealed will not be accepted.

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The City will receive paper proposals from 8:30am – 4:30: Monday through Friday at City Hall. Proposals received after 4:30pm on the Proposal Due Date shall not be considered.

10. EVALUATION AND AWARD CRITERIA:

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the City shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The City may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

11. EVALUATION CRITERIA:

Criteria	Points
Operational Requirements <ul style="list-style-type: none"> ▪ Understanding of the needs and operational requirements of the Treasurer's Office ▪ Bank and branch locations ▪ Scope of services offered including degree of automation 	30
Firm Experience <ul style="list-style-type: none"> ▪ The experience, resources, and qualifications of the firm and individuals assigned to this account. ▪ Relevant experience managing similar account relationships with other governmental entities. 	25
Financial Strength <ul style="list-style-type: none"> ▪ Financial strength of proposing firm ▪ Adequacy of financial controls and protection against loss 	5
Transition <ul style="list-style-type: none"> ▪ Quality and scope of conversion/implementation plan ▪ The value of any new product or service suggestions or other new ideas and enhancements 	20
Compliance with the requirements of this RFP and quality of proposal	10
Fees <ul style="list-style-type: none"> ▪ Proposed fees, compensation and earnings rates (Although fees and compensation will be an important factor in the evaluation of proposals, the Treasurer's Office is not required to choose the lowest cost firm.) 	10

12. RFP RESPONSE:

In order to be considered for selection, offerors must submit a complete response to this RFP.

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13. TIME AND LOCATION OF PROPOSER'S PRESENTATION

The Treasurer's Office intends to invite selected firms to meet with the evaluation team December 7–9, 2020

14. AWARD OF CONTRACT

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The City may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

15. APPLICABLE LAWS AND COURTS:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

16. ANTI-DISCRIMINATION:

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

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

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. 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.

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

17. ETHICS IN PUBLIC CONTRACTING:

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

18. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

19. DEBARMENT STATUS:

By participating in this procurement, the vendor certifies that they are not currently debarred by the City of Fairfax from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the City of Fairfax. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

20. ANTITRUST:

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

21. MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS:

Failure to submit a proposal on the official City form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

22. CLARIFICATION OF TERMS:

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the Treasurer or his designee/Agent no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent.

23. DISPOSITION OF PROPOSALS:

All materials submitted in response to this RFP will become the property of the Treasurer's Office.

24. COST INCURRED IN RESPONDING:

This solicitation does not commit the Treasurer's Office to pay any costs incurred in the preparation and submission of proposals or in making necessary studies for the preparation thereof, nor to procure or contract for services.

25. PRECEDENCE OF TERMS:

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The following General Terms and Conditions APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

26. QUALIFICATIONS OF OFFERORS:

The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The City further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the City that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

27. DRUG-FREE WORKPLACE:

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

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

28. NONDISCRIMINATION OF CONTRACTORS:

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

29. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:

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 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* 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. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

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30. TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information that is submitted by a bidder or offeror in connection with a procurement transaction may be exempted from public disclosure under the Virginia Public Procurement Act. However, the bidder or offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify in writing, on the submission, the data or other materials sought to be protected and state the reasons why protection is necessary and falls within the exceptions within the VPPA. It is the bidder or offeror's sole responsibility to defend such exemptions if challenged in a court of law.

31. INTEREST IN MORE THAN ONE BID:

Multiple bids or offers in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders or offerors.

32. ADDENDA:

Offerors are reminded that changes to the solicitation, in the form of addenda, are often issued between the issue date and within five (5) days before the due date. All addenda shall be signed and must accompany the proposal.

Notice of addenda will be posted on eVA and the City's current solicitation webpage. It is the offeror's responsibility to monitor these sites for any changes.

33. PROPOSAL ACCEPTANCE PERIOD:

Any proposal submitted in response to this solicitation shall be valid for 180 days. At the end of the acceptance period, the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

34. AUDIT:

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

35. PROMPT PAYMENT DISCOUNT:

Prompt payment discounts will be considered in the evaluation and will be taken in payment is to be made within the discount period. Payment is deemed to be made as of the date of mailing of the City check or completion of a credit card transaction.

36. DELAYS AND SUSPENSIONS:

The Treasurer may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the Treasurer. The Treasurer will extend the Contractor's time of completion by a period of time that in the discretion of the Treasurer is reasonably suited for completion of work. The Treasurer may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.

37. CANCELLATION OF CONTRACT:

The Treasurer reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any

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contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

38. COMPLIANCE WITH ALL LAWS:

Contractor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope of work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. The Contractor further expressly represents that it is a corporation, partnership, or limited liability company that it is in good standing in the City of Fairfax and will remain in good standing throughout the term of this contract

39. CONTRACTUAL DISPUTES:

Disputes shall be resolved in accordance with Code of Virginia §2.2-4363.

40. E-VERIFY PROGRAM:

Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

41. LOBBYING AND INTEGRITY:

Offerors are cautioned that communications with individuals other than the Treasurer or his authorized representative(s) may result in incorrect and/or insufficient information being provided. In addition, the bidder shall not, in connection with this or any other agreement with the City, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any state officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of or at the direction or request of any state officer or employee. Upon request of the City, the bidder shall provide any type of information deemed relevant to the bidder's integrity or responsibility to provide the services or goods, described herein.

42. PRIME CONTRACTOR RESPONSIBILITIES:

The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

43. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid a statement describing why the bidder is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder was not legally required to be

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authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance. Complete PROPOSAL FORM.

44. SUBCONTRACTS:

No portion of the work shall be subcontracted without prior written consent of the City. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

45. INVOICES AND PAYMENT:

COMPENSATING BALANCE METHOD: The Contractor shall prepare a monthly billing for services rendered. This billing shall be presented in a format similar to the proposal form with a total for all service charges for the month. The Bank will calculate an Earnings Credit on the Average Available Balance. If the Earnings Credit is less than the actual Balance Based Service Charges, a Balance Based Charge (Charge) will be created for the period. If the Earnings Credit exceeds the Balance Based Services Charges, an Excess Balance Credit (Credit) will be created for the period. Charges and Credits will be netted and accumulated for the period of July to June (City's Fiscal Year). Net Charges or Credits at June 30 will be credited or debited to the City's operating account in the following July.

46. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:

The contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

47. COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANACT BUSINESS IN THE COMMONWEALTH.

All bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Any bidder or offeror that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Treasurer of the City of Fairfax or his designee.

Any business entity that enters into a contract with the City pursuant to this chapter 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 City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

48. INDEMNIFICATION:

Contractor agrees to indemnify the City of Fairfax, its officers, agents, and employees for any loss, liability, cost, or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the

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using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

49. TERMINATION OF CONTRACTS:

Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the City for Convenience or Cause.

Extended upon written authorization of the Treasurer and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

TERMINATION FOR CONVENIENCE: A contract may be terminated in whole or in part by the City in accordance with this clause whenever the Treasurer shall determine that such a termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

TERMINATION OF CONTRACT FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, in addition to the City's remedies under the contract and all other rights available at law or in equity, the City shall have the right to immediately terminate this contract. Such termination shall be effected by delivering a notice of termination to the Contractor at any time specifying the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the City from the Contractor is determined.

Service Group 1: General Banking

- A. **General Requirements:** The Treasurer's Office has four (4) separate banking relationships with the same banking partner. Through this RFP, the Treasurer's Office anticipates continuing to maintain these separate banking relationships in a single financial institution.

Relationship #1 represents the Treasurer's Office primary banking relationship.

A summary of the accounts under this relationship is listed below:

1. Wires
2. ACH Credits
3. ACH Debits
4. Accounts Payable
5. Treasurers Tax Refunds
6. Seasonal Lockbox
7. City of Fairfax Police Credit Cards Machine Payments
8. Parks and Rec Credit Cards Machine Payments
9. Museum Credit Cards Machine Payments
10. Sturgis Portal payments- PayPal and Forte
11. Parks & Rec Camp Payments
12. Photo Red Light Payments
13. Cash/Coin Vault

Relationship #2 is with the same bank as Relationship #1, however this bank account is solely for Payroll.

These accounts currently use minimal deposit/disbursement services.

- 30 deposits annually
- 65 disbursements via check annually
- 13,469 disbursement via direct deposit annually

The Treasurer's Office is responsible for safeguarding these funds and desires to implement fraud preventive services on these accounts, such as, but not limited to, reverse positive pay.

Relationship #3 is with the same bank as Relationship #1, however this bank account serves the needs of the City Fire Department.

A summary of the accounts under this relationship is listed below:

1. ACH Credits
2. Lockbox

Relationship #4 serves the needs of the Commonwealth of Virginia as the City of Fairfax's State Fund Account.

This account is zeroed out after every deposit via check.

SECTION II – SCOPE OF SERVICES

Requirements include:

1. Be designated as a Qualified Public Depository as specified in the Virginia Security for Public Deposits Act, Chapter 44, Title 2.2,
2. Maintain a deposit-taking branch in City of Fairfax (desired but will consider close proximity), and
3. Offer online banking services with mobile access

- B. **Deposit Services:** On average, the Treasurer's Office makes daily deposits at the branch and desires the option to utilize remote deposit capture in combination with remote cash safes at our 104500 Armstrong office. The Treasurer's Office requires deposit reconciliation services to identify and track deposits

The Treasurer's Office collects on average \$8,340,132.29 a month (Relationship #1) in coin and currency and check that is deposited at the branch. Note that June and November can be as high as \$30,000,000.00 while other months the high is in the \$2,000,000.00 range. The 10 month average (removing June and November) is \$4,565,824.23

The Treasurer's Office deposits approximately 2,137 checks per month (Relationship #1) that could be deposited through remote capture. The Treasurer's Office uses a lockbox provider that transmits an image cash letter file to the Lockbox Account within Relationship #1 and Relationship #3. Relationship #1 is seasonal from September to October, during this time approximately 3,618 checks are deposited by ICL. Relationship #3 is for everyday and approximately 50 checks per month are deposited by ICL. The Treasurer's Office has minimal coin and currency requirements, requesting approximately \$5,000 a quarter for special events.

Required services include:

1. Process the deposit of approximately 2,137 checks per month at a local branch or via remote deposit capture and 3,618 seasonally and 50 checks monthly by ICL,
2. Process the collection of \$2,000,000 to 30,000,000 in coin, currency and check per month at a local branch or vault location,
3. Fulfill orders for currency and coin through the Treasurer's Office or Treasurer's Office armored care provider,
4. Image deposited items,
5. Provide deposit reconciliation services,
6. Provide online access of deposited item images
7. Provide a seasonal "e-lockbox" solution for Relationship #1
8. Provide an "e-lockbox" solution for Relationship #3, and
9. Provide online access of returned "NSF" deposited item images

- C. **Disbursement Services:** The Treasurer's Office disburses approximately 4,114 checks annually for accounts payable and 65 annually for payroll from two accounts. None of the accounts currently utilize controlled disbursement. Positive Pay is used on the accounts payable checks. A disbursement file is being generated and sent 2 to 3 times a week. The payroll account may require Reverse Positive Pay.

The Treasurer's Office pays employees on biweekly basis. The Treasurer's Office makes approximately \$1 million in payments to employees. Nearly 100% of employees are on direct deposit.

Required services include:

1. Provide positive pay services with online transmission of check details,
2. Provide positive pay exception item review and correction online,
3. Provide online stop payment services,

SECTION II – SCOPE OF SERVICES

4. Provide electronic archival of cleared checks (images of front and back),
5. Provide online access to cashed check images, and
6. Return of redemption date file in BAI2 format.

- D. **Electronic Transfer of Funds:** The Treasurer's Office processes approximately 700 ACH Credits monthly. The maximum amount ACH file is approximately \$1,000,000.00.

The Treasurer's Office initiates 15 and receives 16 fed funds wires per month.

Required services include:

1. Accept and send ACH transactions,
2. Provide ACH debit blocking services,
3. Provide a secure electronic method for wiring funds and initiating intra-bank transfers.

- E. **Reporting:** The Treasurer's Office requires access to daily reports of balances and transaction information, including current and prior day reporting of ledger balance, available balance, and summary and details of credits/debits posted on all accounts.

Required services include:

1. Provide online balance reporting services,
2. Allow approximately 12 Treasurer's Office employees with different levels of authorization to access the bank's online reporting system,
3. Provide monthly download of DDA activity and balances in BAI2 and CSV format,
4. Provide current day and prior day reporting,
5. Provide account reconciliation services for disbursements and deposits (full, partial or positive pay, depending on account),
6. Provide online monthly activity statements and reports for all accounts by the third business day of the following month, and
7. Provide a detailed monthly account analysis statement for each individual account and a consolidated statement showing charges for all account services.

- F. **Bank Balances:** Over the last year, bank balances have been steady with an average of approximately \$5.7 million. The Treasurer's Office is willing to consider holding these balances as compensating balances or an automated sweep into a money market mutual fund or repurchase agreement.

Required services include:

1. Provide a competitive earnings credit rate for un-invested balances,
2. Provide an overnight investment service (sweep) and/or interest bearing account for excess cash balances in the demand deposit accounts, and
3. Collateralized all collected balances, in excess of balances insured by the FDIC, as per the collateral requirements of the Virginia Security for Public Deposits Act.

SECTION II – SCOPE OF SERVICES

G. Lockbox Processing Services

The Treasurer's Office and the City of Fairfax Fire Department/EMS) use a lockbox provider for receipt of multiple payments. A summary of these payments are below:

Lockbox #1 - Treasurer Taxes (Seasonal Box)
Purpose: Collection of billed tax payments.(September & October)
Lockbox Type: <input type="checkbox"/> Wholesale <input checked="" type="checkbox"/> Retail <input type="checkbox"/> Wholesale
Annual Collections: \$1,971,993.23
Annual Volume Received: 4,269
Standard Remittance Documents? Yes
Items Scanned: <input checked="" type="checkbox"/> Envelope <input checked="" type="checkbox"/> Check <input checked="" type="checkbox"/> Remittance Document <input checked="" type="checkbox"/> Correspondence
Information Sent Electronically: Yes
Physical Copies Returned: Yes
Lockbox #2 – Fire Department – EMS Ambulance Fees (Year round collection)
Purpose: Collection of Ambulance Fees
Lockbox Type: <input checked="" type="checkbox"/> Wholesale <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale
Annual Collections: \$1,077,339.54
Annual Volume Received: 1,016
Standard Remittance Documents? Yes
Items Scanned: <input checked="" type="checkbox"/> Envelope <input checked="" type="checkbox"/> Check <input checked="" type="checkbox"/> Remittance Document <input checked="" type="checkbox"/> Correspondence
Information Sent Electronically: Yes
Physical Copies Returned: No

Sample remittance documents for the Treasurer's Office and Fire Department/EMS can be found in Appendix C.

The seasonal lockbox is directed to 104500 Armstrong Street. The payments are then delivered to the local branch and/or picked up with the cash vault. The seasonal box is from August 15 to October 15. It is required for payments to be directed to the Treasurer's Office and transported from the local branch to the banks location of choice via interoffice courier. Payments accepted match the check and the bill stub.

The Fire Department EMS Ambulance Fees are being directed to a P.O. Boxes are located in Alexandria, Virginia. It is required for payments to be directed to a P.O. Box located in the Commonwealth of Virginia with processing in close proximity. All payments accepted regardless of paperwork.

Required Services Include:

1. Provide a lockbox solution for the Treasurer's Office's and the Fire Department's Office payment and document collection needs,

SECTION II – SCOPE OF SERVICES

2. Process all payments and documents sent to a Commonwealth of Virginia P.O. Box or delivered in secure pouch to the local branch including payments and documents that may require some data entry,
3. Process, including imaging, checks, remittance documents, and other forms/documents received,
4. Provide online access to images of processed items, remittance documents and other forms/documents,
5. Capture details from the remittance document and other forms/documents either electronically or manually,
6. Provide online reporting and download of transaction detail and summary including account numbers and payment amounts,
7. Split exception items from general processing to allow for review and correction by the Treasurer's Office, and
8. Provide online exception item review and correction.

H. Cue Bus Coin/Cash Vault Services

The Treasurer's Office currently has a service to process a coin/cash vault for the collection of Cue Bus fees. City of Fairfax Cue Bus fees are collected in a "pumpkin" vault at the City of Fairfax Property Yard. Brinks Armored Service empties the pumpkin from the property yard and delivers it to the Brinks cash vault, located in Annapolis Junction, MD. There they process all currency deposits. Coin deposits are sent to the Brinks coin room located at the same site. The final tally of both currency and coin is posted by the Brinks Annapolis Junction to the City of Fairfax account.

The bank should have viewing access to Brinks system to see the verified deposit detail information to confirm what is reported by Brinks

Required Services Include:

1. Provide a coin/cash vault service for the City of Fairfax Cue Bus payment and document collection needs,
2. Process coin and currency on a monthly basis
3. Verify deposit detail as reported by Brinks
4. Provide notification of deposit to City of Fairfax

Service Group 2: Institutional Custody

The Treasurer's Office requires institutional custody services for a high-quality fixed-income portfolio. The portfolio has a current market value of approximately \$11 million and is invested in Federal Agencies, Commercial Paper, Corporate Notes, Municipal Bonds, and Negotiable Certificates of Deposit. A detailed listing of the portfolio can be found in Appendix B.

There are approximately 34 security positions held. Over the last 12 months, there were approximately 44 purchases and 31 sale transactions.

The portfolio is currently managed by a 3rd party investment advisor. The custodian bank will have no responsibility for investing or reinvesting these monies. The Treasurer's Office prefers for all cash to be transferred to an interest bearing money market account and to be maintained by the custodial bank on a daily basis.

SECTION II – SCOPE OF SERVICES

Required services include the following:

1. Maintain a custodian account in the bank's Trust Department for the cash and securities owned by the Treasurer's Office,
2. Segregate all securities and cash from the assets of others. The custodian shall have only the bare custody thereof and securities shall be and remain the sole property of the Treasurer's Office. The securities held by the custodian shall, unless payable to the bearer, be registered in the name of the Treasurer's Office, or in the bank's nominee name. Securities delivered to the custodian shall be in due form for transfer or already registered as provided above,
3. Settle and deliver securities as directed through any broker selected by the Treasurer's Office,
4. Create, maintain and retain all records relating to securities held in custody in the Treasurer's Office's accounts to meet the requirements and obligations under generally accepted accounting principles,
5. Post interest or maturities that occur at the end of the month and fall on a non-business day on the prior business day (*i.e. a security with a maturity date of Sunday May 31, 2020, the Treasurer's Office would like to receive credit on Friday May 29, 2020*),
6. Provide on-line reporting of portfolio activity and holdings on a real-time or next day basis,
7. Provide on-line monthly activity statements and reports including the market value of all portfolio holdings (the statement cut off should be the last day of the month),
8. Provide monthly activity statements and reports for all accounts. The statement cut off should be the last day of the month.
9. Provide corporate action reporting to the Treasurer's Office of bond calls, conversions, tender offers, exchanges, receipt of stock rights, mergers and reorganizations, and other events that affect fund holdings.

Service Group 3: Merchant Services

The Treasurer's Office requires merchant services for our Police, Historical Services and Parks & Recreation Departments. Currently we have 7 credit card machines: Police (1); Historical Services (2); Parks & Recreation (4). The credit card machines for Police and Historical Services are available for use daily. The credit card machines for Parks & Recreation are used for events. There are approximately 20 Parks and Recreation events a year.

The credit card charges should not be charged back to the credit card holder.

FY2019 Annual Volume was - \$173,373.68

Current units include the following:

Required services include the following:

1. Setup merchant services for 3 different divisions.
2. Each division's payments should be separated yet easily accessed under one umbrella account
3. The ability to use currently owned units and lease or purchase additional state-of-the-art units as needed
4. Provide automatic payment deposits into the City of Fairfax's General Operating Account
5. Provide notification of payments
6. Provide a detailed monthly account statement for each individual account and a consolidated statement showing charges for all account services.
7. Explore the prospect of a 4th division – Treasurer's Office point of sale credit card machine

Service Group 4: Integrated Payables

The Treasurer's Office is interested in implementing an electronic payables platform to pay vendors with virtual card or ACH. A vendor list with the vendor's name, address, number of payments, and total amount of payments will be available to the individuals submitting Appendix A.

The City of Fairfax Finance Department processes checks in-house.

Required Services include:

1. Work with the Treasurer and Finance Offices to convert vendors that currently receive checks to payment by virtual card or ACH,
2. Pay a rebate to the on card payments,
3. Work with the Treasurer and Finance Offices to expand the use of its' electronic payables program to increase the rebate earned

A. QUALIFICATIONS AND EXPERIENCE

(All firms must respond to this section)

1. Provide a general overview and brief history of your firm, including parent and/or subsidiary companies and number of employees.
2. Provide the address of the office location(s) that will cover the Treasurer’s Office’s account for each Service Group you are proposing to provide.
3. Describe the experience of the firm in providing similar services for governmental entities.
4. Complete the following table with current credit ratings by Standard & Poor’s Rating Services and Moody’s Investor Services. If the firm is not rated by these rating organizations, provide other evidence of the firm’s financial strength.

	Standard & Poor’s Rating	Moody’s Investor Services
Firm / Bank		
Short-Term Unsecured Senior Debt		
Long-Term Unsecured Senior Debt		
Bank Holding Company		
Short-Term Unsecured Senior Debt		
Long-Term Unsecured Senior Debt		

5. Discuss the firm’s current capital structure, adequacy, and coverage. Provide the following statistics for the last reporting period:
 - a. Total Risk Based Capital Ratio: _____
 - b. Tier 1 Risk Based Capital Ratio: _____
 - c. Tier 1 Leverage Capital Ratio: _____
6. Include an **electronic copy** of the most recent audited annual financial statements.
7. Describe your firm’s participation in the community reinvestment program, including your current national and state Community Reinvestment Act (CRA) rating.

B. KEY PROPOSED PERSONNEL AND TEAM ORGANIZATION

(All firms must respond to this section)

1. Provide the name, title, address, phone number, fax number, and email address of the primary contact person(s) assigned to this account.
2. Name the individuals who will work with the Treasurer’s Office on a regular basis. Name the individual responsible for each proposed Service Group. Information must include:
 - a. Proposed role with regard to the Treasurer’s Office’s account (indicate which Service Groups they are responsible for);
 - b. Biographical information;

SECTION III – INFORMATION REQUESTED

- c. Experience working with other governmental entities;
 - d. Number of years of experience in this field;
 - e. Number of years with your firm;
 - f. Number of accounts the person is responsible for;
 - g. Indicate the number of governmental clients the proposed relationship manager gained and lost over the last three years
3. Provide an organizational chart that includes these individuals.
 4. Describe your firm’s policy on changing the primary contact person on an account.
 5. Customer Service
 - a. For routine day-to-day transactions, will a specific customer service representative or a customer service department be assigned? If so, provide biographical information for this individual(s).
 - b. Describe the responsibilities of the customer service personnel, including the chain of command for problem resolution.
 - c. When will this representative or department be available?
 - d. If an error is discovered by the Treasurer’s Office, how would you propose to resolve it (i.e. who should the Treasurer’s Office contact first, etc.)?
 6. After the initial transition, how often will the primary relationship manager attend on-site meetings with the Treasurer’s Office’s staff? Describe a typical meeting agenda for this on-site meeting.

C. SERVICE GROUP 1: GENERAL BANKING

(Only firms proposing for Service Group 1 should respond to this section)

1. Deposit Processing

- a. Provide a listing of bank branches located within City of Fairfax. If none, provide a listing of the branches and their proximity (in miles) to the City of Fairfax.
- b. For deposits collected and transported by armored car, what bank location do you propose for the Treasurer’s Office’s armored courier to deposit funds for processing? What is the ledger cutoff time for deposits at the vault deposit location, if applicable?
- c. What type of deposit bags does the firm allow/require?
- d. What is the ledger cutoff time for deposits made to branch locations?
- e. Do you offer the ability to partner with an armored car courier and have currency deposited into a “remote cash safe” credited to the Treasurer’s Office bank account on a same day or next day basis? When will currency deposits be credited, same day or next day?
- f. What fees or costs would be charged by your firm? Can these remote safes be leased from the firm or must they be leased from an armored car provider?

SECTION III – INFORMATION REQUESTED

- g. Can bank supplies (i.e. deposit bags and deposit tickets) be ordered through your firm? Does the firm charge a fee for these supplies? If so, is the fee a pass-through charge or is there a mark-up?
- h. What is the limit, if any, on the number of deposit tickets that can be included in one deposit bag?
- i. Can currency and checks be included in the same deposit bag for both branch and vault deposits?
- j. Are there any restrictions on the amount of loose and/or rolled coin deposited at a branch location?
- k. If the firm corrects a deposit, how will the Treasurer's Office be informed of this change (i.e. phone call, online notification, fax, e-mail)? Is there a de minimis amount below which you write off deposit adjustments; if so, what is it?
- l. Explain the timelines and procedures for placing change and currency order requests to be picked up or delivered by an armored car service.

2. Branch Services

- a. Will the firm cash the Treasurer's Office's checks without charges to either the Treasurer's Office or the check payee? If not, what are the charges?
- b. Is a check cashing agreement required? If yes, include a copy.

3. Remote Deposit Capture ("RDC")

- a. Describe the firm's ability to process checks by Remote Deposit Capture ("RDC") and Image Cash Letter Processing ("ICL").
- b. How does a user select which account a RDC deposit will be made into (i.e. drop down menu, key entering account number, other)?
- c. Is there a limit on the number of checks or the dollar amount of checks that can be contained in a single deposit?
- d. How long are electronic check images deposited by RDC/ICL stored and available for viewing?
- e. What search features are available for researching check deposits (i.e. which fields are searchable)?
- f. How will the Treasurer's Office be notified of deposit corrections and adjustments for RDC/ICL items?
- g. Describe the process used for balancing and correcting deposits prior to transmitting them to your firm.
- h. Do you offer any solutions that allow for items to be scanned by the Treasurer's Office with RDC technology and included with a lockbox deposit?

SECTION III – INFORMATION REQUESTED

- i. What RDC equipment would you recommend? Indicate how many items per minute these machines can process. What is the current error rate for the scanners? What is the price for this equipment? Are you willing to offer any equipment at no cost to the Treasurer's Office?
- j. Does your service offer the ability to populate data using recognition technology such as Magnetic Ink Character Recognition (MICR), Optical Character Recognition (OCR), or Intelligent Character Recognition (ICR)? If so, does the system recognize both the courtesy amount and the legal amount of the check?
- k. Does your service allow for multiple batches to be scanned throughout the day and processed as a single deposit at the end of the day? If batches are processed by different users, are batches consolidated or are they separate deposits? Please describe the process.
- l. Is there a limit on the number of checks that can be contained in a single deposit? How many checks would you recommend being processed in a single deposit?
- m. Can checks be automatically endorsed with the firm's RDC service? Is the automatic endorsement an electronic image or printed on the check?
- n. Provide a copy of the availability schedule for RDC deposited items.
- o. What is the ledger cutoff time for deposits for items processed by RDC?
- p. What format of ICL files can you accept and process? Are there any specialized requirements for the processing of an ICL file?

4. Returned Item Processing

- a. Can returned items be automatically redeposited?
- b. Does the firm offer Represented Check Entries ("RCK") services?
- c. Can the firm provide online access to electronic images (back and front) of returned items to the Treasurer's Office? How soon after an item is returned can these images be accessed?

5. Availability of Deposits

- a. How does the firm determine and calculate availability of deposited items? Does the firm calculate availability by item or formula?
- b. Does the firm give immediate availability for on-us items?
- c. Provide a copy of the availability schedules the firm proposes to use for Treasurer's Office; including branch deposit, vault, and RDC. How many availability schedules are offered to the firm's customers?

6. E-Lockbox Services

- a. Does the firm offer "e-lockbox" services for payments made from consumer bill payment service providers? Describe the firm's "e-lockbox" service. Which clearing networks does the firm work with? Please describe in detail.
- b. If multiple Treasurer's Office departments implement "e-lockbox" services, how will consumers be able to differentiate payments between departments? How will the firm differentiate these payment details to the Treasurer's Office? (i.e. multiple transmission files, etc.)?

7. Check Disbursements/Positive Pay

- a. Does the firm offer Positive Pay and Payee Positive Pay? Is there an additional charge for Payee Positive Pay versus Positive Pay?
- b. How will the Treasurer's Office be notified of exception items? Can an e-mail notification be sent to specific users alerting them that there is an exception item to review?
- c. At what time will the Treasurer's Office receive the information on exception items? How much time will the Treasurer's Office have to review discrepancies and notify the firm to accept or reject?
- d. If the Treasurer's Office is unable to provide a "pay" or "no pay" decision before the deadline, what happens? Does the firm offer a "do not pay" default?
- e. What are the options for transmitting check issuance information to the firm? What is the deadline for transmitting check issuance files to the firm?
- f. Does the firm offer the ability to manually enter one-time check disbursements issued during the day outside of the regular batch file? How quickly will the teller line receive this information?
- g. How frequently can transmission files be uploaded to the firm for the issuance of additional checks, and/or recently voided items? Is there a limit to the number of files per day?
- h. What controls are in place to protect against lost files and duplications of transmissions? If duplicate files are sent, is there a penalty or potential issue?
- i. How does the firm confirm receipt of transmission files?
- j. Will stale-dated checks be reported as exception items? How are stale-dated checks identified (i.e. are these checks automatically removed from the issue file after a set number of days or does the Treasurer's Office need to send a file removing the checks from the issue file)?
- k. Can accounts with no check writing functionality be designated as "post no checks" to prevent potential fraud? If you do not offer this service, who is liable if a fraudulent check is presented? What is the cost to make this account designation?
- l. If the Treasurer's Office does not use Positive Pay on an individual check writing account, what grace period, if any, does the firm offer for the Treasurer's Office to notify the firm that it discovered a fraudulent or altered check and have the firm return the funds to the Treasurer's Office?

8. Stop Payments

- a. If using Positive Pay, can a cancel be placed on an outstanding check in lieu of a stop payment? If so, can the cancel be placed online?
- b. What term options are available for stop payments? Does the fee for a stop payment vary based upon term? List fees for all term options.
- c. Are stop payment requests effective immediately? If not, how long does it take for a stop payment request to become effective?

SECTION III – INFORMATION REQUESTED

- d. Will the system automatically verify if a check has been paid before processing the stop payment?
- e. Is there a report that lists stop payments that are set to expire?
- f. Can stop payments be automatically renewed? If so, for how long? What are the associated fees for each renewal, if any?

9. ACH Processing

- a. What ACH file transmission options are available?
- b. What are the transmission deadlines for one day and two day ACH files?
- c. When does the firm need the file from the Treasurer’s Office for payments to be made on a next day and 2-day settlement? Please complete the following file:

	Next-Day Processing	2-Day Processing
Deadline for File Transmission		

- d. What is the minimum ACH exposure limit the firm will offer for the Treasurer’s Office’s day-to-day operations?
- e. Does the firm accept both debits and credits on the same file? If so, discuss any additional requirements.
- f. Can transactions be added online for future processing dates? What is the firm’s maximum retention for future dated transactions?
- g. Do you offer Same Day ACH transactions capability?
- h. Does the firm provide automatic file receipt acknowledgements? Is so, how is the acknowledgement transmitted?
- i. Is the Treasurer’s Office required to submit a control total of an ACH batch? How would the Treasurer’s Office communicate ACH control totals to the firm (i.e. phone, online, email)?
- j. How are returned and rejected ACH transactions handled? What information does the firm provide to assist in identifying returned and rejected ACH transmissions? When is this information available?
- k. How can the Treasurer’s Office gain access to addenda information (i.e. CCD, CCD+ and CTX) for incoming ACH transactions? Can this information be viewed online with current and previous day reporting, or does the Treasurer’s Office need to download special EDI reports? Are there any additional costs associated with receiving addenda information?

10. Fraud Protection & Controls

- a. What controls are in place to protect against lost files and duplicate transmissions and ACH file edits?
- b. Describe the firm’s ability to block unauthorized received ACH debits. If the firm provides ACH debit filtering, what level of filtering can be applied (originator, originator & dollar amount, etc.)?

SECTION III – INFORMATION REQUESTED

- c. With ACH debit blocking, does the firm notify the Treasurer’s Office of attempts to debit funds that have been automatically rejected?
- d. Does the firm offer ACH Positive Pay (ability to make pay / no pay decisions on unidentified transactions)?
- e. Does the firm offer Universal Payment Identification Codes (ability to mask account numbers to reduce the risk of unauthorized direct debits)?

11. Wire Processing

- a. Describe the options for initiating wire transfers (online, by phone, other).
- b. Please fill in the following table with the cutoff time for Outgoing Domestic Fedwire by origination method.

	Online	Phone
Outgoing Domestic Fedwire		

- c. If wire transfers can be initiated online, describe the system’s security features. Can varying degrees of authorization be set (i.e. multiple authorizers, maximum dollar amounts, etc.)?
- d. Discuss the process the Treasurer’s Office must use to set up repetitive wire transfers with the firm, including communication methods (e.g., written request, fax, PC, Internet).

12. Intra-Bank Account Transfers

- a. What is the cut-off time for same-day intra-bank account transfers?

13. System Administrators

- a. What levels of authorization (i.e. accounts view, transaction capabilities, etc.) can be permitted or turned off for individual users?
- b. Can the Treasurer’s Office designate administrators? What capabilities and functionalities do administrators have (i.e. adding new users, removing users, settling authorization levels, etc.)?
- c. When setting up a new user, can a current user’s privileges be copied from one user to another?

14. Online Reporting System

- a. Describe the reports that will be available to the Treasurer’s Office through the firm’s balance reporting system. Include sample reports.
- b. How soon after the cut-off date are the following items ready?

	Online
Bank Statements	
Partial Reconciliation Information	

SECTION III – INFORMATION REQUESTED

Full Reconciliation	
Account Analysis Statement	

- c. Describe any recent or upcoming major upgrades to your online reporting system.
- d. Are there fees associated with user accounts for the firm’s online website?
- e. What time is previous day information available?
- f. Can the Treasurer’s Office have previous day reporting without enrolling for current day reporting?
- g. What transaction types are reported in current day reporting? What current day reports are available?
- h. Are there any details provided in current day reporting that are not available in previous day reporting?
- i. Are images of deposited and disbursement items stored on the reporting system and available for customer access?
- j. Complete the following table indicating **how long** each item is available online? Differentiate between the standard term and the terms available for an additional fee. *Please note, this question is asking for how long the items are available, not when they are available.*

	Standard Term	Optional Terms Available
Prior / Previous Day Reporting		
Current Day Reporting		
Monthly Account Statements		
Disbursement Items		
Images of Items Deposited with RDC		

- k. In what file formats can transaction data be downloaded? Can activity be downloaded into Excel?
- l. What technology options would you recommend the Treasurer’s Office use for archiving historical check images (i.e. CD-ROM, online retention, data transmission)?
- m. For historical images of disbursement checks that are accessible online, does your firm charge per image stored or per image accessed? What is the charge? If the Treasurer’s Office accesses approximately 2,000 checks per month, which approach would you recommend?
- n. Can historical images of checks be sent by transmission to the Treasurer’s Office for archival purposes (i.e. a full fiscal year)? If so, describe. What is the cost to obtain this archival data?
- o. Can electronic reports be customized and saved by users within the firm’s online platform? Can the templates be shared with other users?
- p. Can electronic reports be scheduled to be generated automatically? Can the reports be e-mailed or accessed by designated users?

SECTION III – INFORMATION REQUESTED

- q. Does the firm’s online reporting system offer the ability to set and send e-mail alerts? Is there a cost for each of these e-mails sent?
- r. If available, provide access to an interactive demonstration of the firm’s online reporting capabilities.
- s. Describe any mobile applications that you offer for smartphones or tablets. What banking services can be completed using these applications? Complete the following table indicating which banking functions can be completing through the mobile application.

Banking Function	Yes/No
Initiation of a repetitive wire	
Secondary approval of wire transfers	
Decisioning of Positive Pay items	
Resetting of a user’s password	
Balance reporting	

15. Reconciliation Services

- a. What report options are available for full and partial reconciliations? Do these reports include information on check, ACH, and wire transactions? Provide sample reports.
- b. Describe how reconciliation data would be transmitted to the Treasurer’s Office? What data elements are available?

16. Earnings Credit Rates

- a. Does the Treasurer’s Office have the option of paying the firm by invoice (“hard dollars”) or compensating balances (“soft dollars”) ? Is the pricing the same for either option? If not, what is the difference?
- b. How is your firm’s earnings credit rate determined, adjusted, and applied? Include in the explanation the impact of the firm’s reserve requirement, the formula for converting service charges to balance requirements.
- c. Does a reserve requirement apply on balances?
- d. Will the firm assess any balance based charge (FDIC-like, FICO, or other) to the Treasurer’s Office? If so, what is the current charge for an entire year on a \$1,000,000 balance? How is this charge computed? Is this charge assessed on ledger or collected balances?
- e. Provide the earnings credit rate history for the 36-month period from March 2017 through February 2020. Indicate the earnings credit rate for each month.
- f. What is the firm’s current earnings credit rate? Are you willing to lock in a “floor” earnings credit rate? If so, for how long?
- g. Are you willing to link the earnings credit rate to a market index? If so, which index would you suggest and what spread?

SECTION III – INFORMATION REQUESTED

- h. Does the firm have any limits on the amount of deposits that the Treasurer's Office could maintain with the firm?
- i. Can "excess" earnings credit be carried forward to cover charges in the following month? Is there a limit on how far forward excess earnings credits can be carried?

17. Overnight Investment Option or Interest Bearing Bank Deposit

- a. What short-term investment vehicle(s) or interest bearing account(s) does the firm propose to use for the overnight sweep of the Treasurer's Office's demand deposit accounts?
- b. Does a reserve requirement apply to the proposed option?
- c. Will the firm assess any balance based charge (FDIC-like, FICO, or other) to the Treasurer's Office for the proposed overnight vehicle(s)? If so, what is the current charge for an entire year on a \$1,000,000 balance? How is this charge computed? Is this charge assessed on ledger or collected balances?
- d. Provide investment return history for the 36-month period from March 2017 through February 2020 for each option proposed. Show the yield for each month.
- e. If a sweep is proposed, what time of day is the sweep deadline? Is it end-of-day or next-day sweep?
- f. What fee (if any) is charged to sweep funds into the proposed investment vehicle(s)? How is the fee calculated?
- g. If the firm is proposing a money market mutual fund, provide a copy of the current prospectus and identify the class of shares by providing the ticker symbol or CUSIP.

18. Account Analysis Statements

- a. Provide a sample analysis statement. How soon after month-end is the analysis statement available?
- b. Can Association for Financial Professionals (AFP) Service Codes be included on the analysis statement? If not, do you offer another report that provides this information?
- c. Are account analysis statements available online? How many prior months are available? Can the account analysis details be downloaded into Microsoft Excel?

19. Collateral Requirements

- a. Did the firm elect to withdraw ("opt-out") from Code of Virginia § 2.2-4403 and from the collateral pool imposing contingent liability?
- b. What is the firm's IDC Financial Publishing score? If the firm has elected to opt-out of the collateral pool, what level of collateralization on public deposits is currently required?
- c. If the firm has elected to opt-out of the collateral pool, will the firm be willing to provide the Treasurer's Office a copy of the written report required to be submitted to the Virginia Treasury Board by § 2.2-4411 of the Code of Virginia?

SECTION III – INFORMATION REQUESTED

20. End-of-Day Overdrafts

- a. Does the firm return items if an overdraft exists? If yes, how flexible is this policy?
- b. What are the fees and interest charges associated with overdrafts? How are these charges calculated?
- c. Is there a fee per check or per occurrence when there is an overdraft? If so, what is it?
- d. Is there a daily cap on fees? If so, what is it?

21. Daylight Overdrafts

- a. Describe the firm’s policies concerning daylight balance overdrafts. Indicate whether this is applied to each individual account or across all accounts of a client relationship.
- b. Is wire transfer processing stopped when the intra-day limit is reached?
- c. If the firm incurs a daylight overdraft charge from the Fed, will it pass this charge on to its customers?

22. Digital Payments

- a. Does the firm offer a digital payments solution, where payments can be made to an e-mail address or phone number?
- b. Describe how payments made to individuals are initiated.

23. Lockbox Processing

- a. Describe the firm’s ability and experience providing retail and wholesale lockbox services to government entities.
- b. What type(s) of lockbox solution would the firm recommend (wholesale, retail, other) for each payment type? Complete the table below.

PO Box	Lockbox Solution
Lockbox #1 - Treasurer Taxes Seasonal (Box 10455)	
Lockbox #2 – Fire Department – EMS Ambulance Fees (Year round collection) (Box 34896)	

- c. Where are your lockbox locations? Please denote which locations process items in a retail or wholesale environment, or both. Are all locations on the same technology platform? Where will the Treasurer’s Office’s lockbox items be processed?
- d. What was the average monthly volume for your lockbox operations by location during the last twelve months (include items, dollars, number of lockboxes and number of customers)?
- e. Can mail be sent to a Commonwealth of Virginia P.O. Box? If so, is there an additional cost? How will mail be directed to the firm’s processing facility? Would there be additional mail float time?

SECTION III – INFORMATION REQUESTED

- f. What is the ledger cut-off time for lockbox deposits (include weekends and holidays)? What is the latest mail pickup to be included in the current day's deposit?
- g. Will you process and deposit all of the Treasurer's Office's payments on the same ledger day as received? If not, when are these items deposited?
- h. Describe the lockbox department's processing workflow. Include a schematic or flow chart of the processing procedures.
- i. Describe your procedures for the capture and transmission of remittance details such as account number or invoice number.
- j. Describe how your firm would process non-standard payments (i.e. single check for multiple accounts, check-and-list payments from bill-payer services, corporate payments with non-standard remittance documents).
- k. Can the Treasurer's Office allow customers to indicate a change of address on remittance documents? If so, how does your processing equipment identify these requests? What information can be captured and transmitted to the Treasurer's Office?
- l. Would you anticipate processing the deposit of the check or would you transmit an ICL file to the Treasurer's Office's primary bank?
- m. If the Treasurer's Office discovers an error in processing data, how quickly can this information be corrected and retransmitted to the Treasurer's Office? Who should the Treasurer's Office contact to request this correction? *(It is the Treasurer's Office's preference for the lockbox provider to correct errant data and have the information retransmitted versus the Treasurer's Office manipulating the data received from the lockbox provider.)*
- n. If the Treasurer's Office requires the firm to record postmark dates, but there is no postmark date; can the firm use a due date supplied by the Treasurer's Office for all transactions received for that date? *(Example: an item is received on April 18th without a postmark, but the due date for this collection is April 15th; will you be able to use and record the April 15th date? Note, there would be no need for the operator to review the remittance document to identify the due date, the due date would be supplied.)*
- o. If a payment is misapplied (i.e. a customer brings in a cancelled check, but the payment wasn't applied to their account), how can the firm help, or what resources are available in researching this payment?
- p. Can the firm's lockbox operation process credit/debit card payments? Describe the process. Is there a difference in interchange fees if the payments are made by the firm's lockbox department or internally at the Treasurer's Office?
- q. In what standard formats does the firm transmit? How will this information be transmitted (website, file transfer, etc.)? What time will this information be available to upload to the Treasurer's Office's billing system for current day activity?
- r. What specifications for the remittance documents are recommended to minimize errors and reduce lockbox processing costs?
- s. Describe the firm's procedures for processing exception items. Do you offer same-day online decisioning of exception items? Describe and provide a sample screen shot of this feature.

SECTION III – INFORMATION REQUESTED

- t. If a payment is received without the remittance document, does the firm offer any technology that can aid in determining the customer account?
- u. Does the firm offer “e-lockbox” services for payments made from consumer bill payment service providers? Describe the firm’s “e-lockbox” service. Which clearing networks does the firm work with? Describe in detail.
- v. Describe the firm’s online reporting system for lockbox items. Can you provide daily images of all checks and remittance documents? If so, in what formats? (e.g. online, CD-ROM). How long are online images accessible?
- w. How soon will prior day documents (copies of check only, remittances, reports, and correspondence) be delivered to the Treasurer’s Office for reconciling and balancing? Reports should include daily totals and detail per lockbox.
- x. If correspondence or other non-payment documents are included in payment envelopes, how will these documents be transmitted to the Treasurer’s Office?
- y. For a given day’s lockbox activity, at what time of day can you report the total amount that will be credited to the Treasurer’s Office’s account?
- z. How does the firm determine and calculate availability of deposited items? Does the firm give immediate availability for on-us items? Provide a copy of the availability schedule the firm proposes for items deposited through the lockbox.
- aa. If selected as a finalist, can the Treasurer’s Office tour your lockbox operations?

24. Cue Bus

- a. Describe the firms coin/cash vault processes for the collection of bus fees.
- b. Does the firm have an existing relationship with Brinks Armored Service? If so, describe that relationship. If not, what armored service does the firm work with?
- c. If the firm does not use Brinks Armored Service, are you willing to create a relationship?
- d. Describe how the firm reconciles the armored services deposit with the funds received?
- e. How long from reconciliation with the armored service to deposit before the funds are posted in the Treasurer’s Office’s account?
- f. If the Treasurer’s Office discovers an error in the deposit, how quickly can this information be corrected and retransmitted to the Treasurer’s Office? Who should the Treasurer’s Office contact to request this correction? *(Example: report sent to Treasurer’s Office from armored service does not match the amount deposited and reported by the firm.)*

D. SERVICE GROUP 2: INSTITUTIONAL CUSTODY

(Only firms proposing for Service Group 2 should respond to this section)

1. Confirm that the firm will provide custody through the firm’s trust department.
2. List the total number and market value of institutional custodian accounts as of December 31 for the following years: **2017, 2018, and 2019.**

SECTION III – INFORMATION REQUESTED

3. Describe your firm's history and experience providing custody services.
4. Describe any sub-custodial arrangements that would be used for domestic, fixed-income securities belonging to the Treasurer's Office, if applicable. Include a description of the arrangements used for the delivery of physical securities. If a sub-custodial arrangement is necessary, will the Treasurer's Office have the ability to consent to the arrangement? Which entity will be the primary record-keeper and how will the firm ensure that the two custody systems stay in sync?
5. What office or location will provide custody services for the Treasurer's Office?
6. Provide details of cut off times for same-day fixed-income trades. Specify if the cut-off times vary for different types of securities.
 - a. Fed Book
 - b. DTC
7. When does the firm credit interest, dividends, and maturities?
8. If the end of the month is on a non-business day, will the firm be able to credit the Treasurer's Office account on the last business day of the month (*refer to requirement 6 under Service Group 3: Institutional Custody*).
9. Are security transactions settled on an actual or contractual basis? If the settlement is on an actual basis, how will the firm compensate the Treasurer's Office for fail float?
10. What default accounting method does the firm use to report the sale of a CUSIP with multiple lots (e.g., First In First Out (FIFO) or Last In First Out (LIFO))?
11. Is the firm able to sell specific lots if indicated by the Investment Advisor?
12. Can your firm accommodate receiving trade details by e-mail from the Investment Advisor?
13. The Treasurer's Office desires to maintain a \$0 cash balance with the institutional custodian. At what time, can you calculate and automatically remit any proceeds or coupon payments to the Treasurer's Office's money market account? Please confirm that the Investment Advisor can provide standing instructions to your firm and no daily action or direction will be necessary. At what time will this wire be initiated and sent?
14. If a security purchase is made, when will you notify the Investment Advisor of the net amount that needs to be deposited into the custody account? How later can you accept an incoming wire? When would you prefer to receive the incoming wire?
15. Reporting
 - a. Describe the frequency and format of custody reports that the firm would provide to the Treasurer' Office and Investment Advisor. The statement cut-off should be the last day of the month. Include sample reports. Are the statements available to download online?

SECTION III – INFORMATION REQUESTED

- b. Does the firm provide information to clients through an online inquiry/reporting service? Describe the information available (e.g. pending trades, asset list by account, transaction history).
- c. When accessing the historical transaction report from the firm's online system, are CUSIPs displayed as part of the transaction, or do you need to "click-through" to get the CUSIP? Please provide a screenshot of this report.
- d. How many days after month-end is reporting available?
- e. What pricing sources does the firm use for market valuation of securities?
- f. Will the firm obtain market value pricing for zero coupon bonds (e.g., commercial paper, federal discount notes)? If not, what will the firm report on the monthly statements?
- g. Can information be exported to Excel? Describe this process.
- h. Can reports be generated based on both trade and settlement dates?
- i. What is the lag time between trade execution, availability of online transaction data, and the settlement of the transaction to the firm's reporting system?
- j. Discuss your ability to provide customized Governmental Accounting Standards Board ("GASB") reporting. Include sample reports
- k. Does the firm offer performance reporting services? If so, what is the additional fee for this service?

16. Overnight Investment Sweep

- a. What short-term investment vehicle(s) does the firm propose to use for the overnight sweep in the Treasurer's custody accounts?
- b. What is the current yield of this sweep vehicle?
- c. If the firm is proposing a money market fund, identify the class of shares, including ticker symbol or CUSIP, of which is being proposed.

SERVICE GROUP 3: Merchant Services

(Only firms proposing for Service Group 3 should respond to this section)

1. Does the firm provide merchant services or are they outsourced?
2. If outsourced, who is the firm's merchant service carrier?
3. Can one umbrella account be created with division accounts under it?
4. Can we use our existing credit card machines?
5. Does your firm offer credit card machines that are chip readers? Accept ApplePay, GooglePay or Samsung Wallet? Are they leased, purchased or are you willing to offer any equipment at no cost to the Treasurer's Office?

SECTION III – INFORMATION REQUESTED

6. Complete the following table indicating credit card fees and any additional charges (modify table to provide the most comprehensive information)

	Standard Term/Rates	Optional Terms Available
Visa/Master Card		
American Express		
Discover		
Other (i.e. ApplePay, GooglePay, Samsung Wallet)		
Monthly Merchant Fee		
Per Item fees?		
Chargebacks/Reversal Fee		
Interchange Charges		
Services Charges		
Fees		

7. Who pays the fees? Are they passed on to the credit card holder or to the Treasurer’s Office?
8. Can 1 division pass on fees to card holder while another division absorbs it?
9. How will we be notified of deposits to the Treasurer’s account?
10. Will deposits be made within 2 days of batching the credit card machine? If not, how long between batch transmittal and deposit into the Treasurer’s account?
11. Can the deposits be reported by division?
12. Describe (or provide a sample) of a detailed monthly account statement for each individual account and a consolidated statement showing charges for all account services.

SERVICE GROUP 4: Integrated Payables

(Only firms proposing for Service Group 4 should respond to this section)

1. Describe the firm’s capabilities and experience with integrated payable solutions (card and ACH payments) and check printing.
2. Describe the firm’s involvement with the payment process. Discuss in detail any files that the Treasurer/Finance Office would need to prepare or transmit to the firm.
3. Vendor Enrollment
 - a. Discuss your approach in recruiting vendors on the Treasurer’s Office behalf to your firm’s integrated payables platform.
 - b. What are the steps for signing up a vendor?

SECTION III – INFORMATION REQUESTED

- c. Identify the number of suppliers your firm currently has enrolled.
- d. If a supplier is already enrolled with your integrated payables platform, describe the process for the Treasurer's Office to pay that vendor electronically.
- e. Who makes outbound phone calls to vendors (i.e. employees of your firm or a third-party)? Will a specific individual or a team of individuals be assigned to the Treasurer's Office?
- f. How many professionals on the vendor outreach teams does your firm employ? For these individuals, what percentage of their time is dedicated to vendor outreach calls or activities?
- g. Is the vendor outreach team empowered to sign up the vendor or is it handed off to another department?
- h. Will you provide vendor payment information (i.e. contact person, e-mail, address, phone number) to the Treasurer's Office?
- i. How quickly do you anticipate reaching out the Treasurer's Office's vendors? How many vendors do you plan to reach out to in 3 months? In 6 months?
- j. Identify the number of vendors, transaction and dollar amount of vendors that you think will likely accept the Treasurer's Office integrated payables card program within 6 months? Within 12 months?
- k. Provide two specific examples of a successful implementation for a client. What were the organization issues, solutions, and results of this implementation?

4. Card Payments

- a. Provide an overview of software / web based card program management system that supports the firm's integrated payables program.
- b. Identify how authorization limits are determined or changed.
- c. Describe how vendor payments made by card are communicated to vendors. Are ghost cards or one-time use cards used for payment? If an email is sent, provide an example of the correspondence sent. Can the body of the email sent to vendors be customized by the Treasurer's Office?
- d. Do you issue an individual card per vendor or an individual card number per payment?
- e. If a vendor does not process a credit card payment, after how many days does the card number "expire" and can no longer be used? Before the card number "expires" does your system send an automated reminder notice to the vendor informing them that they have a payment that has not been processed? Are there any reports that the Treasurer's Office can access that identifies initiated, but unprocessed card payments?
- f. If the supplier reverses a payment, identify the impact on the available balance for the card.
- g. Do you offer a Buyer Initiated Payment (push pay) Program? If so, provide an explanation of how this service would operate. Does a different rebate schedule apply?

SECTION III – INFORMATION REQUESTED

5. ACH Payments

- a. Describe how vendor payments by ACH are initiated. Does your firm assign a vendor code or do you transmit ACH instructions to the Institute to use when preparing an ACH file? Identify who has responsibility for maintaining the supplier's routing and account number. If the firm maintains this information, identify the process used to request and share this information with designated Treasurer's Office personnel.

6. Settlement / Rebate / Fees

- a. Settlement
 - i. What billing cycles are available?
 - ii. How will the Treasurer's Office receive billing statements?
 - iii. What are the payment terms from "statement date"?
- b. Rebate Schedule
 - i. Provide a rebate schedule for card activity at various usage levels up to \$50 million.
 - ii. Describe any other factors, such as average transaction size, etc. that affect the rebate amount
 - iii. Identify any exceptions to the rebate schedule (i.e. large dollar items, etc.). Specifically define what constitutes a "large dollar" item.
- c. Fees
 - i. Disclose all fees and charges that may apply.
- d. Are you willing to offer any upfront or one-time transition or retention incentives?
- e. For how long will the firm guarantee the proposed fees/rebate?

7. Check Printing

- a. Describe the firm's experience in providing check-printing services.
- b. How will the Treasurer's Office transmit check payment information to the firm? Would it be the same file transmitted for card and ACH payments for enrolled vendors?
- c. Who assigns check numbers, the Treasurer's Office or your firm?
- d. Would you be able to print checks from any bank account identified by the Treasurer's Office or would the check need to be drawn upon your firm? *(Note: If the check needs to be drawn upon your firm, the Treasurer's Office may elect to use the firm selected for Service Group 1 to provide check printing services.)*
- e. What is your cut-off time for receiving files for vendor checks to be printed on the next business day?

SECTION III – INFORMATION REQUESTED

- f. Where will checks be printed?
- g. Describe the process that you would use to verify that all records have been received and processed.
- h. Describe in detail the type of printers and the technology that would be utilized to print the checks? What security features does the equipment have?

E. CONTROL

(All firms must respond to this section)

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

F. IMPLEMENTATION/CONVERSION

(All firms must respond to this section)

1. Provide a detailed conversion plan for transitioning each of the proposed Service Groups to your firm. Include the estimated length of time for the transition and the amount of effort required by the Treasurer's Office's staff.

SECTION III – INFORMATION REQUESTED

2. Who will be responsible for coordinating the transition for each of the proposed services? If a conversion team is used, how will the Treasurer's Office's account be transitioned to the ongoing client service team?
3. How are implementation managers or implementation teams assigned (i.e. availability, geographically, complexity or the transition)?
4. Indicate the firm's plans for initial and ongoing education and training of the Treasurer's Office's employees in the use of your firm's systems.
5. IT Resources: Will the firm provide dedicated IT liaison(s) to work on set-up, file transfer, testing, and troubleshooting / issuer resolution? During what hours is technical support available? (Specify time zones).

G. NEW SERVICES & IDEAS

(All firms must respond to this section)

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

H. REFERENCES

(All firms must respond to this section)

1. Provide a minimum of a least four (4) current professional references who may be contacted for verification of your professional qualifications to meet the requirements set forth herein. The Treasurer's Office strongly prefers references from governmental entities similar in size and requirements to the Treasurer's Office. Include the date(s) the services were furnished, the client name, address, and the name, email address, and phone number of the individual the Treasurer's Office can contact. If the firm is proposing for more than one Service Group, include a minimum of two references for each Service Group. Please include one reference for a new client that implemented your services within the last 2 years.

I. SAMPLE CONTRACT

(All firms must respond to this section)

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

J. PRICING AND ACCOUNT ANALYSIS

(All firms must respond to this section)

1. Fill out the attached pro forma(s) in Appendix B for Service Group(s) 1: General Banking, 2: Lockbox Processing Services, 3: Institutional Custody, and 4: Integrated Payables

SECTION III – INFORMATION REQUESTED

2. For how long will the firm guarantee the proposed fees for each Service Group? Complete the following table:

Service Group	Fee/Rebate Guaranteed at Proposed Pricing For How Many Years?
Service Group 1: General Banking, Lockbox, Cue Bus	
Service Group 2: Institutional Custody	
Service Group 3: Merchant Services	
Service Group 4: Integrated Payables	

3. If the Treasurer's Office chooses to use compensating balances, are there any charges that could not be paid in this way?
4. Are you willing to offer any transition or retention incentives?
5. Are there any additional price breaks or incentives if more than one Service Group is selected by the Treasurer's Office for your firm?

Sample Lockbox Remittance Documents

Lockbox #1 - Treasurer Taxes (Seasonal Box)



CITY OF FAIRFAX
TOM SCIBILIA, TREASURER
2020
PERSONAL PROPERTY
TAX BILL

Page 1 of 1



ACCOUNT NO: 34195
TAX AND MVLT* AMT 781.14

PAYMENTS 38.69

AMOUNT DUE ON OR BEFORE \$742.45
08/06/2020

TAXES NOT PAID BY DUE DATE ARE SUBJECT TO PENALTY AND INTEREST CHARGES.

I certify that by paying this bill, Personal Property tax relief is given only to personal use vehicle(s).

00000006908020000000742456

PP 34195

PLEASE READ INSTRUCTIONS ON BACK BEFORE RETURNING THIS BILL

PLEASE CORRECT ADDRESS IF CHANGED

DOE, JANE
3725 BARSMICK CIR
FAIRFAX VA 22032-0000



MAKE CHECK PAYABLE TO: CITY OF FAIRFAX

ACCOUNT NO: 34695 TAX RATE: 4.13

PROPERTY DESCRIPTION	ASSESSED VALUE	MONTHS OWNED	LATE FILE PENALTY		STATE TAX RELIEF	TAX AMOUNT	MVLT*	DECAL #
			TAX					
1998 CHEVROLET Camaro-V8 XXX123456YYY5432ZA	2,172	12	89.70	N	39.02	50.68	33.00	7639
2013 JEEP WRANGLER XXX123456YYY5432ZA	20,200	12	834.26	N	359.31	474.95	33.00	7640
2013 HARLEY-DAVIDSON XXX123456YYY5432ZA	7,350	12	303.56	N	132.05	171.51	18.00	

Please return the section below with your payment

IF THE INFORMATION ON THIS BILL IS NOT CORRECT CALL THE COMMISSIONER OF THE REVENUE 703-385-7880

CITY OF FAIRFAX 2020 PERSONAL PROPERTY BILL

DOE, JANE ACCOUNT NO: 34695

Description	Tax Due	MVLT*	Decal #
1998 CHEVROLET Camaro-V8 89018080	50.68	33.00	7639
2013 JEEP WRANGLER 70073138	474.95	33.00	7640
2013 HARLEY-DAVIDSON 70555925	171.51	18.00	

DUE DATE 08/06/2020



AMOUNT DUE **742.45**

00000006908020000000742456

Customers will mail in the whole bill, only the top half or only the bottom half.

Lockbox #2 – Fire Department – EMS Ambulance Fees (Year round collection)

Typical receipts through this lockbox are:

1. Check Only

DOCUMENT CONTAINS COLORED BACKGROUND ON WHITE PAPER. "VOID" FEATURE. SIMULATED WATERMARK (REVERSE SIDE) MICRO-PRINT BORDER.

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

Account: 6232*5583081 \$34.66

Please Direct Any Questions To 10/610
(800) 278-6302
OUR OPERATIONS DEPARTMENT

0000005270
July 15, 2020

SUNTRUST
1184 8851 EPV 87 8715 1/2 5685655.1 89912560

Pay THIRTY FOUR AND 66/100 DOLLARS

TO THE ORDER OF CITY OF FAIRFAX VIRGINIA
PO BOX 34896
ALEXANDRIA, VA 22334-0896

VOID AFTER 180 DAYS.
Signature On File
This check has been authorized
by your depositor

\$ *****34.66

WARNING: THIS CHECK CONTAINS MICRO-TYPE WHICH WILL NOT REPRODUCE ON A COPY.

⑈005270⑈ ⑆06100010⑆ 1000032261546⑈

2. Check with explanation of benefits

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A BLUE BACKGROUND AND MICROPRINTING IN THE BORDER

United HealthCare Insurance Company
P.O. Box 809025
Dallas, TX 75380-9025

CHECK NO.: 9712414
CHECK DATE: 07/13/20

Policy Number	Claim Number
Acct: 19-0437-01	19181558-01-05-001

AMOUNT
*****\$458.54
Void After 60 Days

PAY Four Hundred Fifty Eight & 54/100 Dollars

TO THE ORDER OF CITY OF FAIRFAX VIRGINIA
PO BOX 34896
ALEXANDRIA VA 22334-0896

Wells Fargo Bank, N.A.
115 Hospital Drive, Van Wert, OH 45891

DO NOT CASH IF WATERMARK IS NOT PRESENT ON THE REVERSE SIDE OF THIS DOCUMENT - HOLD AT AN ANGLE TO VIEW

⑈009712414⑈ ⑆041203824⑆ 9600094094⑈

FRONT IMAGE - DOCUMENT

PH1002000

UnitedHealthcare Insurance Company
 PO BOX 809025
 DALLAS, TX 75380

Questions?
 Please contact Customer Service at
 (800) 767-0700

Electronic Service Requested

2020010001

CHECK NO.	CHECK DATE	CHECK AMOUNT
9712414	07/13/20	\$458.54



1 OF 2

7867 0-5738 AB 0-416
 ALL FOR AADC 220
 CITY OF FAIRFAX VIRGINIA
 PO BOX 34876
 ALEXANDRIA, VA 22334-0876

CLAIM #: 19181558-01-05-001
 POLICY #: ~~99-00701~~
 APPEALS STATE VA
 ID NUMBER: ~~786666~~
 SCHOOL ID: ~~99-007000~~
 INSURED: ~~99-007000~~
 PATIENT(SELF): ~~99-007000~~
 PATIENT ACCT. #: ~~99-007000~~
 PAYEE: CITY OF FAIRFAX VIRGINIA
 ADDRESS: PO BOX 34896
 ALEXANDRIA VA 22334-0896

ENV 7869

BILLING NPI: 1194911099
 PROVIDER: CITY OF FAIRFAX VIRGINIA
 PROVIDER NPI: 1194911099 - Out of Network



EXPLANATION OF BENEFITS - This is NOT a Bill

Payment

Ref #	Service	Dates of Service From To	Proc Code	Amount Claimed	Ineligible	Discount	Total Covered	Co-Pay	Policy Deductible	Total Benefits	Patient Balance	Remark Code
	AMBULANCE	06/05/20-06/05/20	A0427	676.26			676.26		184.66	393.26	283.00	
	AMBULANCE	06/05/20-06/05/20	A0425	81.60			81.60			65.28	16.32	
Totals:				757.86			757.86		184.66	458.54	299.32	

Remarks:

Patient Balance: Co-pay, Policy Deductible, Co-insurance & All Amounts Over Policy Limits.
 Payments made to the insured, or to his designated beneficiary or beneficiaries, for a claim for services received from an Out-of-Network Provider should be applied to the claim from such Out-of-Network Provider. UnitedHealthcare StudentResources is going green. Simply go to uhsr.com and log into my account or create an account to start receiving important correspondence electronically!
HELP FIGHT FRAUD!! Review Your Health Care Invoice against this EOB. Call the Anti-Fraud Hotline with Any Discrepancies. HOTLINE # (866) 497-2445.
 *This claim and all other claims shall remain subject to all Policy provisions and Exclusions/Limitations. We reserve the right to investigate for Pre-Existing Conditions and applicable Exclusions/Limitations.
 Please see attached sheet for additional information/assistance you may request regarding your claim.
 EOB (07/2)

FRONT IMAGE - CHECK

SECURITY FEATURES ON THIS DOCUMENT INCLUDE A MICRO-PRINT BORDER, A VOID PHOTOGRAPH OF THE FACE AND A RULED PATTERN AND WHITE WATERMARK ON BLACK.

KAISER FOUNDATION HEALTH PLAN-MID ATLANTIC STATES EMPLOYERS MUTUAL, INC. CLAIMS DISBURSEMENT ACCOUNT 1200 RIVERPLACE BLVD, SUITE 917 JACKSONVILLE, FL 32207 PHONE: 888-505-0468	CHECK NO.: 47-00158909 DATE: 07/08/20 62-20/311
PAY EXACTLY *****1,285 DOLLARS AND 87 CENTS	AMOUNT *****1,285.87
PAY TO THE ORDER OF CITY OF FAIRFAX P.O. BOX 34896 ALEXANDRIA, VA 22334-0000	CITIBANK DELAWARE ONE PENN'S WAY NEW CASTLE, DE 19720  AUTHORIZED SIGNATURES VOID AFTER 90 DAYS

⑈00158909⑈ ⑆031100209⑆ 38657083⑈

FRONT IMAGE - DOCUMENT

000014-00001-000014 EAC1 1446252

EMPLOYERS MUTUAL, INC. - DBA RIS 1200 RIVERPLACE BLVD, SUITE 917 JACKSONVILLE, FL 32207 PHONE: 888-505-0468	 KAISER PERMANENTE	PAGE 1 STATEMENT OF REMITTANCE CHECK NO.: 00158909 PAYEE ID.: 6531 ACCOUNT NO.: 47-00 DATE: 07/08/20 AMOUNT: 1,285.87
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Temporary Return Service Requested

CITY OF FAIRFAX
 P.O. BOX 34896
 ALEXANDRIA, VA 22334-0000

PAYMENT CODE EXPLANATIONS LISTED ON FINAL PAGE

PATIENT: XXXXXXXXXXXX	ID: XXXXXXXXXX ACCT: XXXXXXXXXXXX	CLAIM: 202017679690700
	HRN: 0000013274140 REF ID:	

DT	SRV-TO	MOD/PROC	PROC DESCRIPTION	P/FSV	BILLED	ALLOWED	COPAY/DED	PAID	PC
060320	RHA0427	ALS	LEVEL 1 EMERGENCY	12 1.0	676.26	676.26	0.00	676.26	1
060320	RHA0425	GROUND	MILEAGE	12 5.0	60.00	60.00	0.00	60.00	1
			* TOTALS THIS CLAIM	: *	736.26	736.26	0.00	736.26	
			* TOTAL PAID THIS CLAIM	: *				736.26	

PATIENT: WILLIAM LUDWIG	ID: 47598424-01 ACCT: 143000006469	CLAIM: 202018379640100
	HRN: 0000531286974 REF ID:	

DT	SRV-TO	MOD/PROC	PROC DESCRIPTION	P/FSV	BILLED	ALLOWED	COPAY/DED	PAID	PC
051520	RHA0427	ALS	LEVEL 1 EMERGENCY	12 1.0	676.26	519.13	0.00	519.13	3 B
051520	RHA0425	GROUND	MILEAGE	12 4.0	40.80	30.48	0.00	30.48	3 B
			* TOTALS THIS CLAIM	: *	717.06	549.61	0.00	549.61	
			* TOTAL PAID THIS CLAIM	: *				549.61	

SUMMARY: TOTAL AMOUNT PAID = 1,285.87

DEFINITIONS OF PAYMENT/DENIAL CODES (PC)

PC MEANING
 1 CHARGE ALLOWED MINUS ANY APPLICABLE COPAY OR DEDUCTIBLE.
 3B ALLOWED AMOUNT IS BASED UPON THE MEDICARE FEE SCHEDULE.

PRO-FORMA VOLUME LEVELS

(Please complete the pro-forma table as shown below. In the table, please provide the firm's internal name for the comparable service.)

Service Group 1: General Banking**Attachment D : PRO-FORMA PRICING**

AFP Code	Service Code	Service Description	Average Monthly Volume	Proposed Unit Cost	Annual Unit Cost
ACH Fraud Control					
25 1050	54370	ACH Fraud Control Month Maint	4		
ACH Services					
25 0203	48383	ACH Return Transaction	1		
25 0302	48384	ACH Notification Of Change	27		
25 0000	48439	ACH Monthly Maintenance	2		
25 0501	48447	ACH File Transmission	2		
25 0101	48458	ACH PPD Credits Originated	1,552		
ARP Services					
20 0201	63209	ARP Auto D/T To Client/Tran	2		
20 0301	63210	ARP Auto D/T To Client/Rcrd	354		
20 0020	63455	Partial Recon - Base Fee	2		
20 0120	63456	Partial Recon - Item	347		
	63472	Positive Pay Mismatch Item	5		
	63470	Basic Positive Pay	1		
	63529	Basic Positive Pay - Item	484		
	63532	Payee Name Verification Item	52		
Branch/Night Deposit Services					
10 001Z	09291	Branch/ITM Cash Dep Per \$1000	53		
10 0040	09293	Branch Change Order	1		
10 004B	09295	Branch Curr Ord/Partial Strap	1		
Cash Vault Services					
10 0154	12264	Cash Vault Monthly Maint 1 Loc	1		
10 0001	12492	Cash Vault Deposits	2		

10 9999	12812	Cash VLT Phone Notif Dep Error	1		
10 0114	13048	Vault Cash Deposited Per \$1	14,230		
10 0105	13135	Vault Deposit Error	1		
10 0112	13165	VLT Coin Deposit Mix Bag	1		
Demand Deposit Services					
01 0000	03021	Monthly Acct Maintenance Fee	4		
10 0000	03220	Miscellaneous Credits	50		
15 0100	03261	Items Paid Not Enclosed	350		
15 0109	03263	Items Paid Enclosed	11		
25 0200	03267	Electronic Debits Posted	30		
25 0200	03268	Electronic Credits Posted	241		
10 022Z	03651	Items Deposited	2,227		
10 022Z	03652	WLBX Transit Deposited Item	53		
10 0220	03653	WLBX On-Us Deposited Item	4		
10 021Z	03654	RLBX Transit Deposited Item	321		
10 0210	03655	RLBX On-Us Deposited Item	24		
EDI Services					
30 0225	78960	EDI Transl Reprt TM & OLC	1		
Image Delivery Services					
15 1353	40381	CD-ROM Premium CD	2		
15 1351	40383	CD ROM Images Per Item	326		
Lockbox Services					
05 011R	18514	WLBX IMG Items Scanned	187		
05 011R	18517	WLBX Image CD ROM Per CD	1		
05 011R	18528	WLBX Image Archive 90 Days	244		
05 0000	18530	WLBX Maintenance - Monthly	1		
05 0530	18556	WLBX Rejected Items	1		
05 1001	18562	WLBX Package Preparation	16		
05 0030	18582	Lockbox Deposits	20		
05 9999	18594	WLBX Non-Remit Mail/No Payment	45		
05 0200	18604	WLBX P.O. Box Annual Rental	1		

05 9999	18609	WLBX Incoming Receipted Mail	1		
05 0412	18623	WLBX Express Mail Courier	1		
05 011R	18650	WLBX Image Batch Download	3		
05 0100	18750	WLBX Standard Item	57		
05 0117	18752	WLBX Standard Reassociation	57		
05 011A	18754	WLBX Item Print	57		
05 0530	24766	RLBX Rejected Items	39		
05 1000	24811	RLBX Maintenance - Monthly	1		
05 011L	24820	RLBX Deposit Ticket	1		
05 0412	24822	RLBX Express Mail Courier	1		
05 0401	24844	RLBX Data Trans - Per File	1		
05 0401	24848	RLBX Data Trans - Per Record	387		
05 0200	24901	RLBX Low Speed Extraction	334		
05 021M	24924	RLBX Non-Remit Mail/No Payment	10		
05 0202	24941	RLBX Multiple Payments/Coupons	38		
05 0424	24966	RLBX Captured Items < 5k	334		
05 0423	24967	RLBX Image CD ROM Per CD	1		
05 021Q	24975	RLBX Image Archive 90 Days	1,296		
05 0424	24977	RLBX Full Text Search	1,296		
Online Cash Manager					
40 0010	74303	OCM Account Maintenance	4		
40 0221	74306	OCM Reported Items	729		
15 0410	74330	OCM Stop Payments	3		
Online Courier					
40 9999	73456	OLC Wire Tran. Email Advice	36		
Returned Check Services					
10 0400	06631	Deposited Item Returned	5		
Treasury Manager					
40 0210	73254	TM/OLC Maintenance Fee	1		
40 0053	73262	TM/OLC Current Day Serv/Month	1		

Service Group 2: Custody Services

Attachment D : PRO-FORMA PRICING

Service Group 3: Custody Services

		Proposed Unit Cost	Annual Cost
Assets Based Fee Schedule			
First \$50 million			
\$50 - 100 million			
\$100 - 200 million			
\$200 - 250 million			
\$250+ million			
	Volume		
Account Maintenance Fee (Annual Charge)	1		
Number of Portfolio Holdings	34		
Other Charges (reporting, etc.)			
		Proposed Unit Cost	Annual Cost
	Total Volume		
DTC / Fed Purchases	44		
DTC Fed Sells	31		
Interest Payments (Semi-Annual Coupon Payments)	180		
Incoming Domestic Wires	2		
Outgoing Domestic Wires	0		
Minimum Annual Cost?			
Total Annual Cost			

Service Group 3: Merchant Services

Change or expand service descriptions as needed. Annual Volume - \$173,373.68

Service Description	Proposed Unit Cost	Annual Unit Cost
ACCOUNT CHARGES		
MasterCard Fee		
VISA Fee		
Discover Fee		
Other card fee		
Account Minimum Fee		
Monthly Access Fee		
Paper Statement Fee		
Electronic Statement Fee		
Chargebacks/Reversals		
Adjustments		
Other		
TRANSACTION CHARGES		
Assessment Fee		
Access Fee		
Debit Sales Transaction Fee		
Sales Discount		
License Volume Fee		
Sales Transaction Fee		
Other		

Service Group 4: Integrated Payables

Attachment C : PRO-FORMA PRICING

Service Group 4: Integrated Payables

This is not currently used. Base pricing on approximately 2,137 checks per month

AFP Code	Service Description	Average Monthly Volume	Proposed Unit Cost	Annual Cost
30 9999	Integrated Payables Chk 1St Page Next Day			
30 9999	Integrated Payables Chk 1St Page Same Day			
30 9999	Integrated Payables Chk Addl Page Next Day			
30 9999	Integrated Payables Chk Addl Page Same Day			
30 9999	Integrated Payables Total Mth Postage And Handling			
30 0330	Integrated Payables Reject Repair Duplicate			
30 0000	Integrated Payables Monthly Base			
30 0100	Integrated Payables Domestic ACH Tran			
30 0105	Integrated Payables Rpt Subscription Mobase			
30 0199	Integrated Payables Email Secondary Approve			
30 0299	Integrated Payables ACH Addenda			
30 0221	Integrated Payables Secure Email Service			
15 1860	Integrated Payables Package Preparation			
TOTAL ANNUAL COST				

****Please include other required services and associated fees below

State Corporation Commission Form**Virginia State Corporation Commission (SCC) registration information. The offeror:**

is a corporation or other business entity with the following SCC identification number: _____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

REFERENCE DATA SHEET

Offeror's Name:

Entity's Name:			
Address:			
Telephone:		Contact Person:	
Name And Location Of Project:			
Entity's Name:			
Address:			
Telephone:		Contact Person:	
Name And Location Of Project:			
Entity's Name:			
Address:			
Telephone:		Contact Person:	
Name And Location Of Project:			
Entity's Name:			
Address:			
Telephone:		Contact Person:	
Name And Location Of Project:			
Entity's Name:			
Address:			
Telephone:		Contact Person:	
Name And Location Of Project:			

PROPOSAL FORM

SUBMITTED BY (Legal Name of Offeror): _____
Experience: Years Entity has been in business under the current name: _____
FORMER NAMES (Insert all other names that this entity has been known by in the past ten (10) years): _____
PRINCIPAL PLACE OF BUSINESS: _____
TELEPHONE NO. CORPORATE WEBSITE: _____
DUNS NUMBER (Dun & Bradstreet): _____
FORM OF ORGANIZATION (please mark one): <input type="checkbox"/> CORPORATION <input type="checkbox"/> GENERAL PARTNERSHIP <input type="checkbox"/> INCORPORATED ASSOCIATION <input type="checkbox"/> LIMITED LIABILITY COMPANY <input type="checkbox"/> LIMITED PARTNERSHIP <input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETORSHIP
OFFEROR'S STATUS (please mark one): <input type="checkbox"/> MINORITY OWNED <input type="checkbox"/> WOMAN OWNED <input type="checkbox"/> NEITHER
NAME OF STATE WHERE ENTITY WAS FORMED: _____
IDENTIFICATION NO. ISSUED TO THE FIRM BY SCC: _____ If Offeror is exempt from the SCC authorization requirement, then it shall include a statement on the entity's Letterhead with its application certifying its exemption from this requirement.

DEBARRED, DISQUALIFIED, SUSPENDED FORM

If the answers to any of the questions below are yes, use additional pages to provide a detailed description of the situation and/or provide full documentation.

DEBARRED, DISQUALIFIED, SUSPENDED:

Is the entity or any of its principals currently debarred, disqualified or suspended from submitting responses to the City, or any other state, local or federal entities?

YES NO

CLAIMS/FINAL RESOLUTION/JUDGMENTS:

Have any of the following actions occurred on, or in conjunction with, any project(s) performed by the Offeror, any affiliate, or their officers, partners or directors in the last five (5) years? "Legal Actions" shall include civil or criminal litigation, administrative proceedings, indictments, arbitrations or the like? YES NO

TERMINATION/FAILURE TO COMPLETE

Has the Offeror ever been terminated for work awarded to it? This includes termination for default (or cause) or for the convenience of the City? Has the Offeror for any other reason failed to complete a project? YES NO

BREACH, DEFAULT, DEBARRED:

Within the last five (5) years, has the Offeror been disqualified, removed, or otherwise declared in material breach or default of any contract by a public agency, or debarred from participating in bidding for any contract? If yes, please explain the circumstances.

YES NO

RELEASE FROM CONTRACT APPLICATION, BID OR AWARD:

Has the Offeror filed a request to be released from an application, bid, selection or award of any contract within the last five (5) years? If yes, please explain the circumstances.

YES NO

FAILURE TO EXECUTE A CONTRACT:

Has the Offeror ever been selected for award or awarded a contract in which the entity failed to execute the contract? This would include: the entity not signing the contract documents; an inability of the company to obtain insurance requirements; or failure of the company to submit required forms and attestations. If yes, please explain the circumstances. YES NO

BANKRUPTCY:

Has the Offeror filed for bankruptcy in the last seven years or is the firm currently the debtor in a bankruptcy case? If yes, please explain the circumstances.

YES NO

PROPOSAL FORM

influence certain Federal contracting and financial transactions”, no federal appropriated funds have been paid and none will be paid, by or on behalf of the Offeror, to any person for the purpose of influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Offeror shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

CONFLICT OF INTEREST:

The undersigned certifies and warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest, which is defined as a situation in which the nature or work under the contract and the Offeror’s organizational, financial, contractual or other interests are such that award of the contract may result in the offeror receiving an unfair competitive advantage, or the Offeror’s objectivity in performing the contract work may be impaired. The Offeror agrees that if after being awarded it discovers an organizational conflict of interest with respect to the contract being awarded, it shall make an immediate and full disclosure in writing to the City which shall include a description of the action which the Offeror has taken or intends to take to eliminate or neutralize the conflict.

ADDENDUM RECEIVED:

The undersigned warrants that it has received the following Addenda for the Solicitation (Show date of Addendum).

AMENDMENT NO.	DATE	INITIAL

[Add more as needed]

INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS PROPOSAL (I.E. PROJECT MANAGER):

NAME (PRINTED): _____ TITLE: _____

E-MAIL ADDRESS: _____ TEL. NO.: _____

The undersigned swears or affirms under the penalty of perjury and upon personal knowledge that the contents of the proposal are true and correct.

The undersigned swears or affirms under the penalty of perjury that the Offeror, its agents, servants and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Offeror for an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of any contract resulting from this bid.

NAME OF AND TITLE OFFEROR'S REPRESENTATIVE

SIGNATURE OF OFFEROR'S REPRESENTATIVE