

Procurement Department  
T: (703) 335-8925

ONP RFP



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**REQUEST FOR PROPOSALS (RFP)**

Date: May 4, 2023

**SOLICITATION NUMBER: RFP SA 2318**

**TITLE: Banking Services**

**RFP CLOSING DATE/TIME: June 5, 2023 at 10:00 A.M. (EST)**

**PRE-PROPOSAL CONFERENCE: May 16, 2023 at 10:00 A.M. (EST)**

**QUESTION DEADLINE: May 18, 2023 at 12:00 NOON (EST)**

**SUBMIT 1 ORIGINAL & 1 USB OF YOUR PROPOSAL TO:**

**STREET ADDRESS:**

Prince William County Service Authority  
Procurement Department  
Attn: Mike Burke, Procurement Officer II  
4 County Complex Court  
Woodbridge, VA 22192

In compliance with this RFP and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

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Company Name

---

Authorized Signature

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Date

---

Name and Title Printed

---

Phone Number

---

Email Address

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**Note:** Prince William County Service Authority does not discriminate against faith based organizations in accordance with the Code of Virginia § 2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

**RFP SUBMISSION FORM**

Name of RFP: **Banking Services**  
RFP Number: **RFP SA 2318**  
Closing Date/Time: **June 5, 2023 at 10:00 A.M. (EST)**

**SECTION I - COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE**

Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
\_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_ Telephone No: \_\_\_\_\_  
\_\_\_\_\_  
FAX No: \_\_\_\_\_  
Remittance Address: \_\_\_\_\_ Email: \_\_\_\_\_

Indicate Which: Corporation [ ] Partnership [ ] Sole Prop. [ ]

Minority Owned/Controlled Bus.	Yes [ ]	No [ ]	Small Bus.	Yes [ ]	No [ ]
Women Owned/Controlled Bus.	Yes [ ]	No [ ]	Disabled Veteran:	Yes [ ]	No [ ]

If your firm is certified as any of the business types listed above, provide your certification number, the date issued and the name of the organization that issued the certification.

Certification No. \_\_\_\_\_ Certification Date: \_\_\_\_\_ Issuing Organization: \_\_\_\_\_

Organized under the laws of the State of \_\_\_\_\_

Principal place of business at \_\_\_\_\_

Parent Company if any \_\_\_\_\_

Subsidiaries or Affiliated Entities  
Performing Work if any: \_\_\_\_\_

SCC: \_\_\_\_\_

FEIN: \_\_\_\_\_

Following are the names and address of all persons having an ownership interest of 3% or more in the Company: (Attach more sheets if necessary)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

**SECTION II - CONFLICT OF INTERESTS**

This solicitation is subject to the provisions of Section 2.2-3100 et. seq., Virginia Code Annotated and the State and Local Government Conflict of Interests Act.

The Offeror [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

**SECTION III – COLLUSION**

I certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and may result in fines, prison sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for the Offeror.

We agree to furnish all material, labor, and supervision necessary to complete the Work in accordance with the Bid Document. By signing this bid form, we certify that we have access to all materials, equipment, and labor necessary to complete the Work within the Contract Times.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

**OFFEROR MUST COMPLETE AND RETURN THIS FORM WITH ITS PROPOSAL PACKAGE**

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**Request For Proposals (RFP) – SA 2318**  
**Banking Services**

**SECTION 1 INTRODUCTION**

The Prince William County Service Authority (“Service Authority”) is a public utility created in 1983 under the Virginia Water and Sewer Authorities Act and chartered by the Prince William Board of County Supervisors. The Service Authority is an independent body responsible for providing comprehensive water and sewer services in Prince William County. The Service Authority has approximately 93,000 customers and owns and operates wastewater treatment facilities for the eastern portion of the county.

Prince William County’s population is among the most rapidly growing in the region. In addition, Prince William County’s racially and ethnically diverse population makes it one of the most globally represented communities in the region. The County’s work force is highly skilled and well educated, including a higher than average number of multi-lingual workers. According to one national daily newspaper, “Prince William County is at the leading edge of a diversity explosion that is currently sweeping the USA”. More than half of the County’s population is either African American, Hispanic, Asian or some other racial/ethnic minority background.

The Service Authority is dedicated to excellence in providing safe, reliable water service to our customers and returning clean water to the environment and is guided in all its actions by our vision and values below:

Vision:

The Prince William County Service Authority is a trusted public steward and nationally recognized model for performance excellence. We reflect the diverse and vibrant community we serve and nurture diversity, equity and inclusion in relationships with our community, customers, businesses and industry colleagues. We create value for our community through our Areas of Excellence.

Values:

Safety Always  
Customer-First Focus  
Integrity  
Respect & Inclusion  
Excellence  
Ownership

The Service Authority is committed to continuous improvement, diversity, and fairness in its actions as reflected in its values of Safety Always, Customer-First Focus, Integrity, Respect & Inclusion, Excellence and Ownership. The Service Authority expects the performance of its work force, suppliers and partners to reflect our vision and values.

## SECTION 2 BACKGROUND INFORMATION

The purpose and intent of this RFP is to establish a term contract(s) for the procurement of banking services for the Prince William County Service Authority, hereinafter referred to as “Service Authority”, in accordance with the specifications, terms and conditions stated herein. The Service Authority may opt to make multiple contract awards from this solicitation.

## SECTION 3 PROCUREMENT RULES AND RFP DEFINITIONS

This RFP, the resulting Proposal document and Contract Document shall be consistent with and governed by the Prince William County Service Authority’s Procurement and Contract Management Regulations. In the event of an inconsistency between the solicitation and selection requirements set forth in this RFP versus those set forth in the Procurement and Contract Management Regulations, the inconsistency shall be resolved by giving precedence to the solicitation and selection requirements of the Procurement and Contract Management Regulations.

- A. **IMPORTANT NOTICE TO POTENTIAL OFFERORS:** Receipt of this document does not indicate that the Service Authority has pre-determined Your organization’s qualifications to receive a contract or be selected for any work or project. Such determination will be made after the opening and will be based on the Service Authority’s evaluation of Your Proposal Package compared to the specific requirements and qualifications contained in this RFP.
- B. The Service Authority has established for purposes of this RFP that the words “shall”, “must”, or “will” are equivalent in this RFP and indicate a mandatory requirement or condition. The Service Authority may disqualify a Proposal Package for failure to comply with any mandatory requirements.
- C. The Service Authority has established for purposes of this RFP that the words “should” or “may” are equivalent in this RFP and indicate very desirable conditions or requirements that are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not cause rejection of a Proposal Package, but will be considered in the evaluation process.
- D. **ACCEPTANCE PERIOD:** Unless otherwise specified in the RFP, all formal Proposals submitted shall be binding for one hundred twenty (120) calendar days following Proposal submission date, unless extended by mutual consent of all parties.
- E. General RFP Definitions:
  - 1. **Addendum:** A written or graphic instrument issued prior to the due date and time of Proposals that clarifies, corrects or changes the proposal documents.
  - 2. **Administrative Contracting Officer (ACO):** The Service Authority representative who manages actions that must be taken to assure full compliance with all of the

- terms and conditions contained within the resulting Contract Document, including price.
3. **Change Order:** A written order to the Contractor or executed by the Service Authority, issued after execution of a Contract or Purchase Order (PO), authorizing and directing an addition, deletion or revision of any nature or an adjustment in the price, schedule, quality or quantity of the Work. Any positive or negative change in the Contract constitutes a Change Order.
  4. **Contract:** When used as a proper noun and capitalized the term “Contract” shall mean: The solicitation’s ensuing agreement obligating the Contractor to furnish the goods and/or services promised in exchange for payment from the Service Authority. (When used as a common noun with lower case the term “contract” shall mean: a mutually binding legal agreement between two (2) or more parties.).
  5. **Contract Document(s):** Documents which establish the rights and obligations of the Contractor and Service Authority and include: The signed Contract, Addenda (which pertain to the resulting Contract Documents), the Notice to Proceed, together with all written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer’s written interpretations and clarifications issued on or after the Effective Date of the resulting contract.
  6. **Contracting Officer Representative (COR) also referred to as Service Authority Project Manager:** the representative of the ACO responsible for the inspection and approval or disapproval of all deliverables and payment of invoices under Authority Contracts. Designation as a COR does not convey authority to execute Contracts or Change Orders.
  7. **Contractor:** The successful Offeror with whom a contract is executed pursuant to this RFP.
  8. **Contractor’s Project Manager:** The Contractor’s person responsible for the project.
  9. **Day(s):** Calendar Days, unless otherwise specified.
  10. **Dollar “\$”:** United States of America dollars.
  11. **Key Person (Key Personnel):** The designated person or persons employed by the Contractor or Subcontractor, whose individual action or inaction can impact the timely accomplishment of the Work.
  12. **Notice to Proceed:** A written notice issued by the Owner to the Contractor fixing the date on which the resulting contract times will commence to run and on which Contractor shall start to perform the Work under the resulting Contract Documents.
  13. **Offeror:** The professional entity submitting a Proposal Package to the Service Authority in response to this RFP. The term Offeror in some cases refers to the successful Offeror with whom a contract is executed pursuant to this RFP.
  14. **Prince William County Service Authority (Service Authority):** Public utility chartered by the Prince William County Board of County Supervisors.
  15. **Procurement Officer:** A delegate of the Purchasing Manager.
  16. **Proposal or Proposal Package:** The complete submittal from an Offeror.
  17. **Purchasing Manager:** The Service Authority person that has been legally authorized and responsible to enter into, administer, terminate and otherwise manage contracts subject to any approval thresholds that may be established by the Service Authority’s General Manager and Board of Directors.



18. **Responsible Offeror:** An Offeror who has the capability in all respects to perform fully the Contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.
19. **Request for Proposals (RFP):** This competitive process whereby the Service Authority is seeking competitive offers to resolve a Service Authority need or requirement.
20. **Selection or Evaluation Committee:** any team, committee or other group that evaluates Proposals.
21. **Specifications:** That part of the resulting Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
22. **Subcontractor:** An entity having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the work.
23. **Using Division or Department:** Finance
24. **Work:** The entire project or the various separately identifiable parts thereof required to be performed or furnished under the Contract Documents.
25. The terms “**in writing**” and “**written**” mean documents permanently inscribed or printed on paper, submitted by facsimile (fax), or submitted by e-mail, unless otherwise specified.
26. **You, Your:** Same as Offeror.

## **SECTION 4 SCOPE OF WORK / PROJECT OBJECTIVES AND DELIVERABLES**

### **4.1 Scope of Work / Project Objectives**

See **Attachment A – Scope of Work** for Scope of Work and Project Objectives.

### **4.2 Project Deliverables**

Project shall list the deliverables to be provided by the Contractor along with the associated time line and schedule which includes but is not limited to: studies, design and predetermined milestones, final design, bid documents, etc. Monthly progress reports to be provided in the format as agreed to by the Service Authority, capturing at a minimum:

- A. Tasks and description.
- B. List of deliverables and baseline schedule.
- C. Status and schedule update of deliverables.
- D. Key issues requiring resolution.
- E. Identification of regulatory permit requirements and status of such permits.
- F. Name of Service Authority and Contractor Project Managers.

### **4.3 Non-Exclusive Agreement**

The Service Authority reserves the right to contract the services outlined in this RFP with other firms. Nothing in this RFP or the resulting agreement alters or cancels the terms and conditions or prior agreements between the Service Authority and any other firms. The selection of one (1) or more firms should not be interpreted as an exclusive or contractual obligation on the part of the Service Authority to have the selected firms perform all or any of these services. The Service Authority reserves the right to provide any of these services with its own personnel, which in its sole judgment it deems appropriate.

## **SECTION 5 RFP ADMINISTRATIVE REQUIREMENTS AND INSTRUCTIONS**

### **5.1 Proposed Schedule**

The following dates are proposed by the Service Authority; however, the dates and times may be changed as the needs of the Service Authority change. It is solely Your responsibility to stay informed on the dates and times.

- A. RFP release date – May 4, 2023
- B. Pre-Proposal conference – Non-Mandatory, May 16, 2023 at 10:00 A.M. (EST)
- C. Final date to receive written questions – May 18, 2023 at 12:00 NOON (EST)
- D. RFP closing date – June 5, 2023 at 10:00 A.M. (EST)
- E. Offeror interviews/presentations/demonstrations, if requested –TBD
- F. Anticipated selection of Contractor(s) –TBD

### **5.2 Delivery of Sealed Proposal Package**

#### **DELIVER 1 ORIGINAL AND 1 USB THUMB DRIVE OF PROPOSAL PACKAGE TO:**

Prince William County Service Authority  
Procurement Department: Ref: RFP SA 2318  
Attn: Mike Burke, Procurement Officer II  
4 County Complex Court  
Woodbridge, VA 22192

#### **MARK EACH PACKAGE: RFP SA- 2318 – Banking Services**

- A. Failure to clearly mark each Proposal Package with this information may cause the Service Authority to inadvertently open the Proposal Package before the closing date and time. If the Proposal Package is inadvertently opened due to lack of markings, the Service

Authority staff shall reseal the package, and the package will be opened after the official RFP closing date and time.

- B. To be considered for selection, the complete Proposal Package must be *Received and Accepted* in the Procurement Department prior to the closing date and time. An Offeror will not be considered for selection if its Proposal Package is received in the Procurement Department after the closing date and time regardless of when or how it was received by the Service Authority.
- C. Allow sufficient time for transportation and inspection. If You use a third party carrier (USPS, FedEx, Airborne, UPS, etc.) ensure that the carrier is properly instructed to deliver Your Proposal Package only to the address above.
- D. The Service Authority will **NOT** consider facsimile (fax) or electronic submission of a Proposal Package.

### **5.3 Late Proposal Packages**

- A. The Service Authority will judge any Proposal package received in the Procurement department after the closing date and time as late and the Service Authority will not open it nor consider it for selection.
- B. Upon receipt at the location specified above, the Service Authority will mark each timely received Proposal Package with the date and time of receipt. The Service Authority will safeguard Proposal Packages from unauthorized disclosure from the time of receipt, throughout the source selection process, and until selection.
- C. If the Service Authority declares administrative or liberal leave, all scheduled closing dates for that day will be extended until the next business day.

### **5.4 Pre-Proposal Conference - Non-Mandatory**

Date and Time: May 16, 2023 at 10:00 A.M. (EST)

The Service Authority will hold a Pre-Proposal Conference using MS Teams Meeting. While attendance is not mandatory, prospective Offerors are strongly encouraged to attend. Potential Offerors interested in attending the Pre-Proposal Conference may download the application and join the meeting via the MS Teams application by audio, video or both. If an Offeror plans to join the Pre-Proposal Conference, the Offeror must inform the Procurement Department at [purchasinggroupemail@pwcsa.org](mailto:purchasinggroupemail@pwcsa.org) with the following information: vendor name, business address and contact person. The Service Authority will provide the MS Teams link to requestors only. Upon completion of the meeting, the Service Authority will post an attendance list on the Service Authority website.

## **5.5 Questions Concerning RFP**

- A. Questions, inquiries, suggestions, or requests concerning interpretation, clarification or additional information in regard to any portion of this RFP or the selection process, should be made in writing (e-mail is acceptable) and sent to the below named individual who will be the point of contact for this RFP.
- B. Questions should be submitted by the following deadline: **May 18, 2023 at 12:00 NOON (EST)**.
- C. Mark subject line or cover page: **“Questions on RFP SA-2318 – Banking Services”**.
- D. RFP Point of Contact for Questions:  
  
Mike Burke, Procurement Officer, Ref: RFP SA 2318  
E-mail: [purchasinggroupemail@pwcsa.org](mailto:purchasinggroupemail@pwcsa.org)  
  
All questions must be received in writing.
- E. Failure by an Offeror to ask questions, request changes, or submit objections by the date indicated above shall constitute the Offeror’s acceptance of all of the terms, conditions and requirements set forth in this RFP.
- F. No answers given in response to questions submitted shall be binding upon this RFP unless released in writing as an Addendum to this RFP by the Service Authority.

## **5.6 Offeror’s Representative**

If You intend to respond to this RFP, You may provide the name, mailing address, telephone number, and e-mail address of Your liaison person to the point of contact in order for the Service Authority to ensure that You receive any communications regarding this RFP. You should submit this information via email at [purchasinggroupemail@pwcsa.org](mailto:purchasinggroupemail@pwcsa.org).

## **5.7 Offeror’s Responsibility / Clarification and Addenda**

- A. By submitting a Proposal Package, You represent:
  - 1. You have read and understand this RFP, and;
  - 2. Your Proposal Package is made in accordance with the requirements of this RFP, and;
  - 3. You are familiar with the local conditions under which the proposed services must be performed.
  - 4. You will not make any claim for or have the right to cancellation of or relief from the resulting contract because of any misunderstanding or lack of information.
- B. The issuance of a written Addendum by the Service Authority’s Procurement Department is the only official method by which interpretation, clarification or additional information

can be given. The Service Authority will not be responsible for any oral representation given by any employees, representatives, or agents.

- C. If the Service Authority revises (amends) this RFP, the Service Authority's Procurement Department will post a notice on the Service Authority Internet site: <https://www.pwcsa.org/rfp-afb> You should acknowledge each Addendum in Your Proposal Package. Failure to acknowledge each Addendum may prevent Your Proposal Package from being considered for selection. It is solely Your responsibility as an Offeror to ensure that You have received all addenda and incorporated the changes into Your Proposal before submitting Your Proposal package.

## **5.8 Restricted Discussions**

- A. From the date of issuance of the RFP until final contract selection, You are prohibited from discussing the RFP or any part thereof with any employee, agent, or representative of the Service Authority except as expressly authorized by the Service Authority's Procurement Officer. The Service Authority may reject Your Proposal package for violation of this restriction.
- B. Any negotiation, decision, or action initiated or executed by You as a result of any oral or written discussions with any Service Authority employee or agent, except as authorized by the Procurement Department, is void and will not be binding upon the Service Authority. You shall only consider those communications that are in writing from the Procurement Department issued through addenda.

## **5.9 Proposal Correction or Withdrawal**

- A. Any Offeror for Supplies, Services or Construction, may withdraw the Proposal from consideration if the price proposal was substantially lower than the other Proposals due solely to a mistake therein, provided the Proposal was submitted in good faith and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a Proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Proposal. The Purchasing Manager shall require, and so state in the solicitation, the following procedure for withdrawal of a Proposal:
1. The Offeror must give notice in writing of his claim of right to withdraw the Proposal within two (2) business days after the conclusion of the Proposal opening procedure.
  2. No Proposal may be withdrawn under this section when the result would be to award the Contract on another Proposal of the same Offeror or of another Offeror in which the ownership of the withdrawing Offeror is more than five percent (5%).
  3. No Offeror who is permitted to withdraw a Proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the

person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Proposal was submitted.

- B. The Purchasing Manager may contest withdrawal of any Proposal by any means provided by law. If withdrawal of the Proposal is denied, the Purchasing Manager shall notify the Offeror in writing stating the reasons for the decision.
- C. If the mistake and the intended correct Proposal are clearly evident on the face of the Proposal document, the Proposal shall be corrected to the intended correct Proposal and may not be withdrawn. Examples of mistakes that may be clearly evident on the face of the Proposal document are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors.

#### **5.10 No Obligation to Make Selection**

- A. The Service Authority is not obligated to make any selection or award as a result of this RFP. The Service Authority has the sole discretion and reserves the right to cancel this RFP, and to reject any and all Proposal Packages, to waive any and all informalities and/or minor irregularities, or to re-advertise with either the identical or revised scope of work, if it is judged to be in the Service Authority's best interests to do so.

#### **5.11 Minimum Offeror Requirements**

- A. To be considered for selection, an Offeror shall meet or exceed each of the following minimum requirements. Failure to meet a requirement will result in a negative evaluation rating.
- B. Qualification requirements for the Contract shall include the following:
  - 1. The Procurement Officer and/or the Selection Committee will determine responsibility based upon the following factors:
    - a) *Experience*: determined by examining internal and readily available public files, which indicate how the Offeror performed in the past;
    - b) *Integrity, Perseverance, and Reliability*: determined by conducting an in-depth evaluation of the management of the Offeror's organization, the organization's philosophies, ethics standards and policies, reputation in the industry, and the organization's quality control programs;
    - c) *Capacity, Facilities, and Equipment*: determined by information submitted by the Offeror and/or by plant or facility visits, if judged appropriate;
    - d) *Financial Capacity*: determined by an investigation of the Offeror's financial statements, readily available public files, and/or credit reports as well as bonding capabilities; and,
    - e) *Eligibility*: determined by whether the Offeror is qualified and eligible to be selected under applicable laws and regulations or not.

2. The Procurement Officer may request additional information, other than that already in the Proposal Package, or may request additional or clarifying information to determine the Offeror's responsibility under this section. If the Offeror fails to supply the information requested within the time required, the Procurement Officer shall make the determination of responsibility or non-responsibility based solely upon available information. If the available information is insufficient to make a determination of responsibility, the Procurement Officer shall determine the Offeror to be non-responsible. If Your organization is listed as an exclusion record in the federal System for Award Management (SAM) <https://www.sam.gov/> at the time of the RFP closing date or becomes an exclusion record at any time prior to award, the Purchasing Manager shall immediately determine Your organization as non-responsible.
3. Offerors shall be a "Qualified Public Depository" per § 2.2-4400 Virginia Security for Public Deposits Act of the Code of Virginia. Offerors shall also provide documentation of any non-compliance within the last twelve (12) months as reported to the Commonwealth of Virginia Department of Treasury.
4. Offerors shall meet or exceed one (1) of the three (3) minimum financial ratings, at the time of submission and throughout the life of the resulting contract. All financial institutions must have a minimum rating equivalent of BBB+ from either Fitch, Standard & Poor's, or Moody's.
5. Offerors shall have at least five (5) years of similar governmental banking experience. Offerors shall provide three (3) current references, and two (2) former references on Form A Offeror Reference Form.
6. Offerors must have a full-service bank in Prince William County, Virginia. The selected bank, if located outside of Prince William County, Virginia, shall designate a bank in Prince William County as its authorized agent.

#### **5.12 Offeror's Key Personnel**

- A. The Service Authority will be making its decisions on selecting the best qualified Offeror(s) based upon the information submitted in the Offeror's Proposal Package. This includes the resume and experience of the Offeror's Key Personnel. By submitting a Proposal Package, You are representing that each person listed or referenced in Your Proposal Package will be available to perform the services described by the Service Authority, barring illness, accident, or other unforeseeable events of a similar nature in which case You must promptly provide a qualified replacement.
- B. The Procurement Officer and the Contracting Officer Representative (COR) have the right to review and approve or disapprove the Proposal of any Key Person or persons assigned to a requirement prior to the person beginning the performance of the Work. If the Procurement Officer considers the Proposal of the assigned person to be inadequate, the Procurement Officer may request further documentation of the person's qualifications, or may request that another qualified person be assigned, also pending the Procurement Officer's approval.

### **5.13 Anticipated Selection Process**

#### **A. Initial Evaluation Process:**

1. The Procurement Officer will provide a copy of each Proposal to the Selection Committee members for their evaluations.
2. The Selection Committee members will evaluate each Proposal in accordance with the Evaluation Criteria.
3. In addition to the materials provided by the Offeror, the Selection Committee may utilize site visits and/or may request and evaluate additional material, information, and/or references from other sources.
4. The Procurement Officer may invite any Offeror(s) to make an in-person (oral) presentation and/or demonstration to the Selection Committee. The Procurement Officer may require that specific individuals identified in the Proposal Package participate in the oral presentation and/or demonstration.
5. The Procurement Officer may request written clarifications from any Offeror to clarify any ambiguity and/or minor irregularity.
6. The Selection Committee members will evaluate and score all Proposals.
7. The score will be provided to the Procurement Officer.

#### **B. Price Proposal Evaluation:**

1. Sometime after the closing date and time the Procurement Officer will open the price Proposals for all Offerors. Only the Procurement Officer and the authorized Service Authority personnel will see the price Proposals at that time.
2. Price Reasonableness and Price Realism Reviews:
  - a) The Procurement Officer will have all price Proposals analyzed against the Service Authority's initial price estimate for price reasonableness (price too high) and price realism (price too low);
  - b) The Procurement Officer may have additional confidential price analysis(s) conducted on any price Proposal;
  - c) If based upon the price analysis, the Procurement Officer determines that the price proposed appears unreasonable or unrealistic the Procurement Officer will request that the Offeror submit documentation justifying the price. If the Procurement Officer continues to question the reasonableness or realism of the price proposed, the Procurement Officer may only award a percentage of the calculated price points to the Proposal.
3. The Procurement Officer will apply a scoring formula to determine the price points for each Proposal.
4. The Procurement Officer will sum the initial evaluation score and computed price points for each Proposal to determine the total initial evaluated score of each Proposal.
5. Based upon the total initial evaluated scores, the Procurement Officer will determine which Proposals will be considered in the competitive range. The competitive range shall include all Proposals that have a reasonable chance of being selected for award.



6. After the Procurement Officer establishes the competitive range, the Procurement Officer may provide the Selection Committee members with information on the price Proposals.
7. The Procurement Officer will notify, in writing, an Offeror(s) at the earliest practicable time when its Proposal is no longer being considered for award.

C. Evaluation of Competitive Range Proposals:

1. The Procurement Officer may invite any Offeror(s) in the competitive range to make an in-person (oral) presentation and/or demonstration to the Selection Committee. The Procurement Officer may require that specific individuals identified in the Proposal participate in the oral presentation and/or demonstration.
2. The Procurement Officer may provide a list of individual, Proposal-specific questions to be discussed at the oral presentation and/or demonstration to the invited Offeror(s).
3. During and after the in-person presentation and/or demonstration, the Selection Committee may ask questions and the Offeror's team shall provide answers.
4. The Selection Committee will evaluate and weigh the oral presentation and/or demonstration and responses in accordance with the criteria for each Offeror that makes an oral presentation and/or demonstration to the Selection Committee.
5. After the oral presentation and/or demonstration, the Selection Committee may request that the Procurement Officer require an Offeror to cure any noted technical deficiencies/discrepancies, provide additional information, and/or perform another oral presentation and/or demonstration to the Selection Committee. If the Offeror does not promptly comply with the Procurement Officer's requirements, the Procurement Officer will remove the Proposal from the competitive range and it will not be considered for award.
6. Based upon the total evaluated scores after the in-person presentation and/or demonstration, the Procurement Officer will determine the final score of the Offerors.

D. Negotiations:

1. The Procurement Officer will invite the highest scored Offerors for negotiations. The Service Authority reserves the right to negotiate any and all elements, except legal requirements, of any Proposal received.

E. Best and Final Offers:

1. At any time prior to requesting for Best and Final Offers, the Procurement Officer may request additional information, samples, or other evidence of the Offeror's performance capabilities from any Offeror in the competitive range in order to better understand and evaluate the Offeror's Proposal.
2. At any point during the evaluation process, the Procurement Officer may request a written Best and Final Offer from all Offerors that have a reasonable chance to be selected for award. This is the only time an Offeror will be provided with the

opportunity to make revisions to its Proposal, including its price Proposal, to improve its offer to the Service Authority.

3. To be considered for award, a complete written and signed final offer must be received in the Procurement Department’s office by the time specified in the request for Best and Final Offers.

F. Award:

1. If the Service Authority makes an award(s), the award(s) will be made to the responsible Offeror(s) whose offer is most advantageous to the Service Authority, based upon the evaluation process specified in the selection process, results of the negotiations, and the final offer by the Offeror. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the Service Authority in making an intelligent award decision based upon the Service Authority’s requirements and the best value Proposal(s)/offer(s) received.
2. The Service Authority reserves the right to award the contract in whole or in part.
3. The Service Authority reserves the right to use depository services at other institutions.
4. Award Notices will be posted online at the following address:  
<https://www.pwcsa.org/rfp-afb>

**5.14 Evaluation Criteria**

- A. The Selection Committee will base the initial and final evaluation on the following criteria:

<b>Evaluation Criteria</b>	<b>Maximum Points per Evaluation Criteria</b>
Management Plan and Timetable (Refer to Section 6.4, Tab 2, A)	30
Qualifications and Experience of the Firm and Project Team in the Public Utilities Sector (Refer to Section 6.4, Tab 2, B)	20
Availability of the Firm (Refer to Section 6.4, Tab 2, C)	10
Approach to Banking Services (Refer to Section 6.4, Tab 2, D)	20
Pricing and Account Analysis (Refer to Section 6.4, Tab 2, E)	20
<b>Maximum Evaluation Points</b>	<b>100</b>

### **5.15 Minor Irregularities**

The Service Authority reserves the right to waive minor irregularities in submitted Proposal Packages if such action is in the best interest of the Service Authority. A minor irregularity is defined as an issue that does not have an adverse effect on the Service Authority's best interests, and will not affect the outcome of the selection process by giving any Offeror an advantage or benefit not enjoyed by other Offerors.

### **5.16 Incurred Expenses**

This RFP does not commit the Service Authority to select an Offeror nor will the Service Authority be responsible for any cost or expense which may be incurred by any Offeror in preparing and submitting a Proposal Package. By submitting a Proposal Package, You agree that the Service Authority bears no responsibility or obligation for any of Your costs associated with the preparation of Your Proposal Package, preparing and delivering presentations, and/or any administrative or judicial proceedings resulting from this RFP process.

### **5.17 Exceptions**

If You take exception to any requirements in this RFP, including any contract terms in Attachment D Sample Contract Agreement You shall clearly identify the item(s) that exception is taken to, succinctly state the reason for the exception, and include these item(s) in Your Proposal Package in Tab 7. Exceptions and Other Information.

### **5.18 Pre-Award Submittals**

- A. Within ten (10) calendar days after the Service Authority provides written notification of selection, the Offeror shall furnish the below deliverables to the Procurement Officer.
  1. Required Pre-award Submittals:
    - a) Insurance certificate(s);
    - b) Copies of Commonwealth required licenses and/or certifications.
  2. If a selected Offeror fails to furnish the required submittals within the required time frame, the Service Authority may withdraw the selection from the Offeror and begin negotiations with the next ranked Offeror.

### **5.19 Conflict of Interest Disclosure**

- A. This RFP is subject to the provisions of §2.2-3100, et seq. No member of the Board of Directors, or any employee of the Service Authority, or the spouse or any other relative who reside in the same household as any of the foregoing, may be a Contractor or Subcontractor in connection with any bid, or have a personal interest therein.

- B. Each Offeror shall complete and sign the specified section of the RFP Cover Page dealing with conflicts of interest.
- C. Each proposed Subcontractor shall also complete the attached **Form C – Subcontractor No-Conflict of Interest Form**.

#### **5.20 Contract Type**

- A. The Service Authority will be issuing a firm fixed price Contract to establish terms and conditions, and pricing for work to be performed.

#### **5.21 Term of Contract**

- A. The term of any Contract issued from this RFP shall be for two (2) years subject to the Service Authority's option to extend the term of the Contract in accordance with B and C below.
- B. Option Period: If the Service Authority determines it to be advantageous, it may extend the term of the Contract for a period of four (4) additional one (1) year periods.
- C. Extension of the Term of the Contract:
  - 1. The Service Authority may extend the term of the Contract by written notice to the Contractor before the expiration of the Contract, provided that the Service Authority shall give the Contractor a preliminary written notice of its intent to extend at least ninety (90) Days before the Contract expires. The preliminary notice does not commit the Service Authority to an extension.
  - 2. The terms for rate(s) adjustments for the optional periods shall be as specified in the Contract.

#### **5.22 Limited Confidentiality of Information**

- A. Except as provided in the Virginia Public Procurement Act, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.
- B. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to inspection.
- C. Trade secrets or proprietary information submitted by an Offeror in connection with this RFP shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the Offeror shall (i) invoke the protections of this section of the RFP and Virginia Code Section 2.2-4342.F prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. An Offeror shall not designate as trade secrets or

proprietary information (a) the entire Proposal; (b) any portion of the Proposal that does not contain trade secrets or proprietary information; or (c) line item prices or total Proposal prices. (Reference Form F)

- D. All material submitted becomes the property of the Service Authority and may be returned only at the Service Authority's option.

### **5.23 Competency of Offeror**

- A. As part of its evaluation process, the Service Authority may make investigations to determine Your abilities to perform under this RFP. Such investigations may include requests for information such as Dun & Bradstreet reports, financial statements, bank, project or other references, information regarding other work under contract and the bonding of Subcontractors where applicable. The Service Authority reserves the right to REJECT Your Proposal Package if You fail to satisfy the Service Authority that You are properly qualified to carry out the obligations under this RFP.
- B. The Service Authority will not consider a Proposal Package or select a contract to any person, company or corporation that is in arrears, or is in default to the Service Authority upon any debt or contract, or that has defaulted as surety or otherwise upon any obligation to the Service Authority. The Offeror, if requested, must present within forty-eight (48) hours evidence satisfactory to the Procurement Officer of performance ability, and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these Specifications and Contract Documents.

### **5.24 Protest**

- A. Any Offeror or Offerors may protest the award of, or the decision to award, a contract to any other Offeror or Offerors in accordance with in accordance with §2.2-4364 of the Code of Virginia, by submitting a written protest to the Purchasing Manager at the address at the beginning of this RFP, within ten (10) days after the award of the contract or the decision to award a contract is made, whichever occurs first.
- B. Any protest shall state in detail the basis therefore, and the specific relief requested.
- C. Written Submission:
  - 1. The protester shall present its protest in a concise and logical written format to facilitate review. Failure to substantially comply with any of the requirements of this subsection may be grounds for dismissal of the protest.
  - 2. The protest shall include at least the following information:
    - a) Name, address, email address, and fax and telephone numbers of the protester;
    - b) Solicitation number;
    - c) Detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the protester;
    - d) Copies of supporting documents, if any;

- e) Statement of relief requested;
- f) All information establishing that the protester is an interested party for the purpose of filing a protest on an award decision; and,
- g) All information establishing the timeliness of the protest.

D. The Director of Management and Budget shall decide all protests within ten (10) Days of receipt and shall issue a written finding. This decision shall be final unless the protester institutes legal action in accordance with §2.2-4364 of the Code of Virginia.

### **5.25 Rider Clause**

The Contract may be extended, with the authorization of the Contractor, to other public bodies, public agencies, or institutions of the United States to permit their use of the Contract at the same prices and/or discounts and terms and conditions of the Contract. The Contractor shall deal directly with public bodies utilizing the Contract concerning issuance of purchase orders, contractual disputes, invoicing and payment. Prince William County Service Authority acts only as the “Contracting Agent” for these public bodies.

It is the Contractor’s responsibility to notify public bodies of the availability of the Contract. Other public bodies desiring to use the Contract shall make their own legal determination as to whether the use of the Contract is inconsistent with their laws, regulations, and other policies. Other public bodies if mutually agreed may add terms and conditions required by their statute, ordinances, and regulations, to the extent that they do not conflict with the Contract’s terms and conditions.

Prince William County Service Authority shall not be held liable for any costs or damages incurred by other public bodies as a result of any contract extended to other public bodies by the Contractor.

## **SECTION 6 SUBMITTAL REQUIREMENTS**

### **6.1 Submittal Requirements**

Firms, organizations, or individuals (hereafter “Offerors”) interested in submitting a Proposal Package (offer) in response to this RFP should submit 1 original, marked “ORIGINAL”, and 1 USB Thumb Drive of their Proposal Package for review and evaluation by the Service Authority. The Service Authority will consider Your failure to follow these instructions during the evaluation process.

### **6.2 Economy of Presentation**

You should prepare Your Proposal Package simply and economically, providing a straightforward, concise description of Your solution and capabilities to satisfy the conditions and requirements of this RFP. The Service Authority does not desire fancy bindings, colored

displays, or promotional material unless it specifically enhances the Service Authority's understanding of Your offer. Your emphasis should be on completeness and clarity of content.

### **6.3 Proposal Package Guidelines**

- A. To facilitate analysis of Your Proposal Package, You should prepare Your Proposal Package in accordance with the instructions outlined in this section. The Service Authority will consider Your failure to follow these instructions during the evaluation process.
- B. The Service Authority emphasizes that You should concentrate on accuracy, completeness, and clarity of content. Do not assume that You will have any opportunity to make a presentation or explain any item or detail.
- C. **Cross Referencing:** To the greatest extent possible, You should compose each section on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the Proposal Package. Unless otherwise clearly noted in a section, the Selection Committee will assume that information requested for Proposal Package evaluation which is not found in its designated section has not been included in the Proposal Package.
- D. **Indexing:** You should include a table of contents to delineate the topics and subsections for each Tab with more than five (5) pages.
- E. **Glossary of Definitions, Abbreviations and Acronyms:**
  - 1. You should include a glossary of all key words or phrases that if misinterpreted by the Service Authority would impact the success of this contract.
  - 2. You should identify and spell out any abbreviation or acronym used, with an explanation for each.
  - 3. Glossaries do not count against the page limitations for their respective sections.
- F. **Page Size and Format:**
  - 1. A "page" is defined as all information that can be legibly printed within one piece of 8.5 x 11-inch piece of paper in accordance with the requirements 2-6 below:
  - 2. Text should be single-spaced;
  - 3. Text should be left justified;
  - 4. Text should be printed in a "portrait" layout;
  - 5. The text size should be not less than 11 point or more than 14 point;
  - 6. Margins should be one (1) inch on all four (4) sides;
  - 7. Pages should be numbered sequentially by Tab and Section; and,
  - 8. Printed materials should be duplexed / double-sided printing on sustainable materials as long as it does not prevent a reader from clearly understanding the Proposal Package.

G. You should submit legible tables, charts, graphs, figures, and pictures wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays should be uncomplicated, legible and should be printed on 8.5 x 11 inch paper.

**H. Binding and Labeling:**

1. You should submit the original paper Proposal Package in a three-ring loose leaf binder(s), with section tabs, which should permit the Proposal Package to lie flat when opened.
2. You should not staple pages together.
3. You should include a cover sheet in each binder, clearly marked with RFP SA-2318 and the Offeror's name. You should place the same identifying on the spine of each binder.

**I. Proposal Package:**

1. You shall provide 1 original of the Proposal Package for this RFP in the required paper format described above with all the original signatures in a pen ink color other than black. Digital or electronic signatures are not acceptable.
2. You should submit 1 complete copy of the entire Proposal Package on USB Thumb Drive.
3. You should include on the USB Thumb Drive in addition to all of the required Proposal Package submittal information, a text "INDEX" file that lists all files on the USB Thumb Drive with the complete file name (filename plus extension) and a concise written description of what is included in the file.
  - a) You should submit all text files in the PDF format.
  - b) You should submit spreadsheets in a Microsoft Excel format.
  - c) You should scan and submit manufacturers' specifications pages in the PDF format, or, in an HTML format.
  - d) You should submit pictures, photos, and/or drawings in JPG, BMP or GIF formats.
  - e) You should clearly print: "RFP – 2318" and the Offeror's name directly on the top surface of each USB Thumb Drive with an indelible marker.
  - f) Electronic or facsimile (FAX) submission of Proposal Packages is not permitted for this RFP.

**6.4 Proposal Package Sections**

You should organize Your Proposal Package into the following major sections:

**Tab 1 – Introduction, Profile & Required Information**

- A. **RFP Cover Page and RFP Submission Form:** The RFP cover page and RFP Submission Form, completed and signed.



- B. **Statement of Interest: (not more than one page).** To be submitted on letterhead expressing why You are interested in this project.
- C. **Understanding of Services to be Provided (not more than 3 pages):** State in Your own terms what You think this solicitation is about. Succinctly, describe Your understanding of the Service Authority’s challenge. Succinctly, describe in Your own terms what You think are the Service Authority’s anticipated outcomes.
- D. **Service Delivery Plan:** Describe succinctly how You plan to accomplish each of the objectives of these services.
- E. **Firm Profile / Firm History (not more than 3 pages):** Submit a brief profile of the firm describing its history, capabilities and recent successes.
- F. **Negotiation Team:** List the full names and functional titles of each person that will be part of Your negotiation team.
- G. **Acknowledgement of Addenda:** (if any).
- H. **Licenses & Permits If Applicable:** Documentation showing any licenses and/or permits required and applicable to this requirement.

**Tab 2 – Evaluation Criteria**

- A. **Management Plan and Timetable:** (Reference Attachment A, I INFORMATION REQUESTED)
  1. Clearly describe the recommended approach and workplan regarding the products and services that will be provided. Explain how the firm plans to meet the requirements of each of the tasks in the “Scope of Work” of this RFP and any suggestions for improvements to the existing banking process.
  2. Provide a plan that clearly explains how the firm will manage and control all proposed activities and the resulting timetable. Explain how the firm will ensure that appropriate levels of attention are provided and milestones are met on a timely basis. The plan shall detail how the firm will handle the transition from the current contract, a timeline for implementation, and how the firm will handle critical issues, such as test file transmissions.
- B. **Qualifications and Experience of the Firm and Project Team in the Public Utilities Sector:** Include example contracts which best illustrate the team’s qualifications for this requirement. (Reference Attachment A, I INFORMATION REQUESTED)
  1. Provide a staffing plan and list the full names and functional titles of all Key Personnel that will be part of the contract, and describe the role each will perform.
  2. Program / Project Manager. List the full name, business address, office telephone, cell phone number, and e-mail address of the individual that will act as the

- program/project manager for the contract. Provide a resume of the individual's background and skills in managing similar contracts. List the following information:
- a) Years of experience within the area of specialty;
  - b) Length of and type of service with firm; and,
  - c) Education and formal training, including copies of any pertinent and required licenses / certifications.
3. Provide resumes of all other Key Personnel on the team.
  4. **Outside Professionals.** List the name, full mailing address, telephone numbers, e-mail, web address, and contractual relationship with the Offeror of all outside professionals (not directly employed by the proposing firm), Contractors, or Subcontractors that will be part of the contract, and describe the role each will perform.
  5. **Include** a proposed **Organization Chart** for all personnel, Subcontractors, and outside personnel to be used on this contract.
  6. The Service Authority reserves the right to conduct or have conducted background checks (professional, criminal, financial) on any person or organization proposed for this contract).
  7. **Provide the organization's diversity policies and/or plans. Information may include EEO Reports, minority owned business information, or other diversity plans or practices. Please include any progress and results.**
- C. **Availability of the Firm:** Provide the firms current and anticipated workload and available resources during the course of this requirement.
- D. **Approach to Banking Services:** Provide a brief summary to emphasize Your approach to banking services. (Reference Attachment A, I INFORMATION REQUESTED)
- E. **Pricing & Account Analysis:**
1. Fill out Attachment B: Pricing Response Form.
  2. For how long will the firm guarantee the proposed fees?
  3. If the Service Authority 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?
    - a. If an incentive is a monthly fee waiver, please indicate when the fee waiver would apply (i.e., when the accounts are initially opened or when services are substantially implemented)?

### **Tab 3 – Proof of Insurability**

Provide either a completed Accord form or a signed letter from Your insurance agency on its letterhead stating that You have or can get the required insurance coverage. See Attachment C – Required Insurance Limits for minimum requirements.

#### **Tab 4 – References**

- A. Provide at least five (5) recent references where the proposed product /service has been successfully used within the past five (5) years. Please use the attached **Form A – Offeror Reference Form**.
- B. The Service Authority cannot be used as a reference, however all past performance with the Service Authority will be considered during the evaluation process.

#### **Tab 5 – Litigation**

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous five (5) years where a court or administrative agency has ruled for or against You or Your organization in any matter related to You or Your organization’s professional activities.

#### **Tab 6 – Subcontractors**

- A. Provide a list of any proposed Subcontractors that You may use on this contract. Provide the same information required in Tab 1 Sections E and F, Tab 2 Section A, and complete Tabs 3, 4, 5, and 6 for each Subcontractor.
- B. Include a completed Subcontractor Reference Form for each Subcontractor proposed. Please use the attached **Form B – Subcontractor Reference Form**.
- C. Include a completed Subcontractor No Conflict of Interest Form for each proposed Subcontractor. Please use the attached **Form C – Subcontractor No-Conflict of Interest Form**.

#### **Tab 7 – Exceptions and Other Information**

- A. Describe any exceptions You take with the requirements of this RFP.
- B. Provide any information that will provide insight to the Service Authority about Your qualifications, fitness and abilities. This information should be succinct.

#### **Tab 8 – Financial Stability**

**Please note that the information requested under this Tab is not a requirement at the time of Proposal submission. You may note under this Tab that the information will be provided upon request.**

You shall certify and provide a statement that You are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the Service Authority. You should attach a copy of Your latest audited financial statement and Your latest Dun & Bradstreet (D & B) report. If You do not have an audited financial statement, provide Your latest financial statements and Your latest Dun & Bradstreet (D & B) report. The Service

Authority reserves the right to use a third-party to verify financial information provided in any Proposal Package.

You shall be prepared to supply Your latest financial statement upon request, preferably a certified audit; however, the Service Authority will accept a third party prepared financial statement and the latest Dun & Bradstreet (D & B) report.

## **SECTION 7 INSURANCE REQUIREMENTS**

- A. Each Offeror shall include in its Proposal Package proof of insurance capabilities, including but not limited to, the following requirements: *(Coverage must be purchased and in place prior to a purchase order or contract being executed by the Service Authority.)*
- B. The Contractor shall maintain insurance in the amounts and forms set forth below and shall provide a Certificate of Insurance to the Service Authority.
- C. The Contractor shall comply with the insurance requirements set forth in the following numbered paragraphs, plus the coverages and limits indicated in the solicitation. Proposal Packages must note any desired exceptions to the insurance coverage which may include the submission of proposed alternatives.
- D. The Contractor shall be responsible for its Work and every part thereof, and for all Materials, equipment, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the Contract, or in connection in any way whatsoever with the contracted Work.
- E. The Contractor shall, during the continuance of all Work under the Contract provide and agree to maintain the following:
  - 1. Worker's Compensation and employer's liability insurance under the Commonwealth of Virginia statutory requirements, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or Subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
  - 2. General liability insurance in the amount prescribed by the Service Authority, to protect the Contractor, its Subcontractors, and the interest of the Service Authority, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted Work. The general liability insurance shall also include the "Broad Form General Liability Endorsement", in addition to coverages for explosion, collapse, and underground hazards, where required. Completed

- operations liability coverage shall continue in force for one (1) year after completion of Work.
3. Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted Work, will be insured under either a standard automobile liability policy, or a commercial general liability policy.
- F. Liability insurance may be arranged by general liability and automobile liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an excess or umbrella liability policy.
- G. The Contractor shall provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
- H. The Contractor shall provide an original, signed certificate of insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the Purchasing Manager before any work is started.
- I. The Contractor will secure and maintain all insurance policies of its Subcontractors which shall be made available to the Service Authority on demand.
- J. The Contractor will provide on demand, certified copies of all insurance coverage on behalf of the Contract within ten (10) Days of demand by the Service Authority. These certified copies will be sent to the Service Authority from the Contractor's insurance agent or representative.
- K. No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) Day written notice to the Purchasing Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Purchasing Manager.
- L. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within thirty (30) Days of written notice at time during the Contract term, the Service Authority shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the Service Authority for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.
- M. Compliance by the Contractor and all Subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liabilities and obligations under this section or under any other section or provisions of the Contract.

- N. Contractual and other liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude the Service Authority from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any person employed by the Subcontractors.
- O. Nothing contained herein shall be construed as creating any contractual relationship between any Subcontractor and the Service Authority. The Contractor shall be as fully responsible to the Service Authority for the acts and omissions of the Subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- P. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- Q. The Contractor and all Subcontractors shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.
- R. If the Contractor does not meet the specifications of these insurance requirements, alternate insurance coverage, satisfactory to the Purchasing Manager, may be considered.
- S. The Service Authority shall be named additional insured in the general liability policies and stated so on the certificate of insurance.
- T. Coverages and Limits – For specific Coverages and Limits required for this contract, see **Attachment C Required Insurance Limits.**

## **SECTION 8 FORMS**

Included on the subsequent pages are the following forms:

- Form A – Offeror Reference Form
- Form B – Subcontractor Reference Form
- Form C – Subcontractor No Conflict of Interest Form
- Form D – Proposal Package Checklist
- Form E – State Corporation Commission Form
- Form F – Proprietary Information

**Form A – Offeror Reference Form**

(The Service Authority cannot be used as a reference.)

The Offeror shall be a competent and experienced organization with an established reputation within the community performing the type of work required for this contract. The Offeror shall have performed similar work for a minimum period of five (5) years. Indicate below a listing of at least five (5) recent projects completed by Your firm that can substantiate past work performance and experience in the type of work required for this contract. The Service Authority may make such investigations as it deems necessary to determine the ability of the Offeror to perform the work, and the Offeror shall furnish to the Service Authority all such information and data for this purpose as the Service Authority may request.

1. Firm Name \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Current phone #: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Name of Your project supervisor: \_\_\_\_\_  
Scheduled completion date: \_\_\_\_\_ Percent complete: \_\_\_\_\_  
Percent of work by own forces: \_\_\_\_\_ Actual completion date: \_\_\_\_\_  
Description of Work Performed: \_\_\_\_\_  
\_\_\_\_\_

2. Firm Name \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Current phone #: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Name of Your project supervisor: \_\_\_\_\_  
Scheduled completion date: \_\_\_\_\_ Percent complete: \_\_\_\_\_  
Percent of work by own forces: \_\_\_\_\_ Actual completion date: \_\_\_\_\_  
Description of Work Performed: \_\_\_\_\_  
\_\_\_\_\_

3. Firm Name \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Current phone #: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Name of Your project supervisor: \_\_\_\_\_  
Scheduled completion date: \_\_\_\_\_ Percent complete: \_\_\_\_\_  
Percent of work by own forces: \_\_\_\_\_ Actual completion date: \_\_\_\_\_  
Description of Work Performed: \_\_\_\_\_  
\_\_\_\_\_

4. Firm Name \_\_\_\_\_  
Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Current phone #: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Name of Your project supervisor: \_\_\_\_\_  
Scheduled completion date: \_\_\_\_\_ Percent complete: \_\_\_\_\_  
Percent of work by own forces: \_\_\_\_\_ Actual completion date: \_\_\_\_\_  
Description of Work Performed: \_\_\_\_\_  
\_\_\_\_\_

5. Firm Name \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Current phone #: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Name of Your project supervisor: \_\_\_\_\_  
Scheduled completion date: \_\_\_\_\_ Percent complete: \_\_\_\_\_  
Percent of work by own forces: \_\_\_\_\_ Actual completion date: \_\_\_\_\_  
Description of Work Performed: \_\_\_\_\_  
\_\_\_\_\_



**Form B – Subcontractor Reference Form**

**(Submit a separate reference form for each proposed Subcontractor)**

The Service Authority reserves the right to reject offers from any firm not meeting the minimum qualifications. If any proposed Subcontractor's experience is not deemed acceptable to the Service Authority, the Service Authority shall inform the Contractor and the Contractor must identify an acceptable substitute prior to award without effecting the prices proposed. Subcontractor shall be a competent and experienced firm with an established reputation within the community. Each Subcontractor shall have performed similar work for a minimum period of **five (5)** years. Furnish a representative list of at least three (3) projects.

SUBCONTRACTOR'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

DESCRIPTION OF ITEM(S) TO BE SUBCONTRACTED: \_\_\_\_\_

\_\_\_\_\_

1. Firm Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Current phone #: \_\_\_\_\_

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

Contract Amount: \_\_\_\_\_

Name of Your project supervisor: \_\_\_\_\_

Scheduled completion date: \_\_\_\_\_

Percent complete: \_\_\_\_\_

Description: \_\_\_\_\_

2. Firm Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Current phone #: \_\_\_\_\_

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

Contract Amount: \_\_\_\_\_

Name of Your project supervisor: \_\_\_\_\_

Scheduled completion date: \_\_\_\_\_

Percent complete: \_\_\_\_\_

Description: \_\_\_\_\_

3. Firm Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Current phone #: \_\_\_\_\_

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

Contract Amount: \_\_\_\_\_

Name of Your project supervisor: \_\_\_\_\_

Scheduled completion date: \_\_\_\_\_

Percent complete: \_\_\_\_\_

Description: \_\_\_\_\_

**Form C – Subcontractor No-Conflict of Interest Form**

I HEREBY CERTIFY that

1. I (*printed name*) \_\_\_\_\_ am the  
(*title*) \_\_\_\_\_ and the duly authorized representative of the firm of  
(*Firm Name*) \_\_\_\_\_ whose address is  
\_\_\_\_\_, and that I  
possess the legal authority to make this affidavit on behalf of myself and the firm for which I am  
acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest,  
real or apparent, due to ownership, other clients, contracts, or interests associated with this  
project; and,
3. This Proposal Package is made without prior understanding, agreement, or connection with any  
corporation, firm, or person submitting a Proposal Package for the same services, and is in all  
respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: \_\_\_\_\_

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

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_

Personally Known \_\_\_\_\_  
or Produced Identification \_\_\_\_\_, Type of Identification \_\_\_\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of notary)

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL  
PACKAGE FOR EACH PROPOSED SUBCONTRACTOR**

### **Form D – Proposal Package Checklist**

Before submitting Your Proposal Package, review the submittal requirements and ensure each section is included. Failure to include the required materials may preclude the Selection Committee from considering Your Proposal Package.

RFP Reference	Description	N/A (x)	✓	By (initial)	PWCSA Use
Sect. 5.2	Delivery of Proposal Package				
Sect. 6.3 E	Glossary of Definitions, Abbreviations and Acronyms				
Sect. 6.3 H	Binding and Labeling				
Sect. 6.4 Tab 1 Sec A	RFP Cover Page and RFP Submission Form				
Sect. 6.4 Tab 1 Sec B	Statement of Interest				
Sect. 6.4 Tab 1 Sec C	Understanding of Services to be Provided				
Sect. 6.4 Tab 1 Sec D	Service Delivery Plan				
Sect. 6.4 Tab 1 Sec E	Firm Profile/Firm History				
Sect. 6.4 Tab 1 Sec F	Negotiation Team				
Sect. 6.4 Tab 1 Sec G	Acknowledgement of Addenda				
Sect. 6.4 Tab 1 Sec H	Licenses & Permits				
Sect. 6.4 Tab 2 Sec A	Management Plan and Timetable				
Sect. 6.4 Tab 2 Sec B	Qualifications and Experience of the Firm and Project Team in the Public Utilities Sector				
Sect. 6.4 Tab 2 Sec C	Availability of the Firm				
Sect. 6.4 Tab 2 Sec D	Approach to Banking Services				
Sect. 6.4 Tab 2 Sec E	Pricing and Account Analysis				
Sect. 6.4 Tab 3 & Attachment C	Proof of Insurability				
Sect. 6.4 Tab 4	References				
Sect. 6.4 Tab 5	Litigation				
Sect. 6.4 Tab 6	Subcontractors				
Sect. 6.4 Tab 7	Exceptions and Other Information				
Sect. 6.4 Tab 8	Financial Stability				
Form A	Offeror Reference Form				
Form B	Subcontractor Reference Form				
Form C	Subcontractor No-Conflict of Interest Form				
Form D	Proposal Package Checklist				
Form E	State Corporation Commission (SCC) Form				
Form F	Proprietary Information				

**Form E-State Corporation Commission Form**

Under Section 4.6 of the General Provisions of Contract Agreement, the Bidder/Offeror agrees, if this bid is accepted by the Prince William County Service Authority, for such services and/or items, that the Bidder/Offeror has met the requirements of the Virginia Public Procurement Act (VPPA) § 2.2-4311.2. Any falsification or misrepresentation contained in the statement submitted by Bidder/Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for termination by the Prince William County Service Authority.

Bidders/Offerors shall complete the following by checking the appropriate line that applies and provide the required information. Bidders/Offerors:

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 bidder 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 bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder'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.

is pending before the SCC **an application that was submitted prior to the due date and time of this solicitation** for authority to transact business in the Commonwealth of Virginia and seeks consideration for a waiver to allow the submission of the SCC identification number after the due date for bids/proposals. (*Prince William County Service Authority reserves the right to determine in its sole discretion whether to allow such waiver.*)

\_\_\_\_\_  
Legal Name of Company (as listed on W-9)

\_\_\_\_\_  
Legal Name of Bidder /Offeror

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

**Form F-Proprietary Information**

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal may be rejected.

**NOTICE OF PROPRIETARY INFORMATION**

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

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

**INSTRUCTIONS:** Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

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

**RETURN THIS PAGE, IF APPLICABLE**

## **ATTACHMENT A      SCOPE OF WORK**

The successful banking institution shall meet or exceed all requirements and demonstrate that they have the resources and capability to provide banking services as prescribed herein.

### **Account Structure**

The Service Authority's banking structure includes an Operating Account, a Controlled Disbursement Account (CDA), and a Payroll account (Zero Balance Account (ZBA)).

*Operating Account* – All deposits, incoming and outgoing wire transfers, zero balance account transfers, and manual checks shall flow through the operating account. All cash balances shall be maintained in the operating account. The bank shall report, through online reporting, the balance in the operating account and the aggregate float, daily.

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. Be "Well Capitalized" as defined by the Federal Deposit Insurance Corporation (FDIC),
3. Maintain at least one deposit-taking branch or vault within the limits of Prince William County,
4. Establish demand deposit accounts to meet the banking requirements of the Service Authority, and maintain accurate records of activity in those accounts,
5. Offer ZBA cash concentration services,
6. Comply with all applicable federal and state regulations regarding the provision of the proposed services, and
7. Provide a primary relationship contact and dedicated customer support.

### **Deposit Services**

*Coin/Currency Deposits* – The Service Authority's coin/currency deposits are delivered to a vault location via Brinks daily. For the processing of this coin/currency, the Service Authority requires a branch or vault location in Prince William County, Virginia. On average, the Service Authority deposits approximately \$37,300 in coin/currency per month.

*Check Deposits* – Checks received in the office are scanned and electronically deposited using a Tellerscan 240-75DPM remote deposit capture (RDC) device. On average, the Service Authority processes 1,030 checks by RDC and makes 70 deposits per month.

The Service Authority utilizes a third party (Deluxe) to provide lockbox services for utility check payment processing. Deluxe processes the checks on behalf of the Service Authority and sends the incumbent bank a check file daily for deposit. On average, the Service Authority deposits 11,270 checks per month through this process.

*Returned Items* – The bank shall automatically debit or credit the Service Authority’s account for all items returned. Each check or substitute check shall have a debit advice attached and shall be electronically returned immediately to the Service Authority. Checks shall be deposited twice before becoming a returned check.

*Currency Needs* – The Service Authority orders a minimal amount of currency through the vault.

*eLockbox* – The Service Authority currently accepts payment for online bill pay from CheckFree and Online Resources. The process is currently manual with a daily file received for payment in the bank and a separate report via email providing the customer account details to manually process within the Service Authority’s system. Through this RFP, the Service Authority is interested in exploring options to receive a consolidated file to post to the backend system for automated processing. Edits are required to ensure the Service Authority’s unique account number is met prior to payment acceptance.

Required services include:

1. Process the deposit of checks at a local branch, vault, or through RDC,
2. Process the collection of coin and currency at a branch or vault location,
3. Fulfill orders for currency and coin,
4. Provide online access to deposited item images, and
5. Provide e-lockbox services.

### **Check Disbursement Services**

The Service Authority disburses approximately 3,900 checks per year for accounts payable, payroll, and other disbursement needs. All checks are disbursed from the Service Authority’s controlled disbursement account.

*Imaging Capabilities* – The selected bank shall provide for online "imaging" of all the Service Authority produced cleared checks and deposited items. The bank shall provide a monthly recap of all checks with easy read and print accessibility to be used at any time. Any costs necessary to provide this service shall be included in the proposal.

Required services include:

1. Provide positive pay with payee validation services with online upload and manual keying of check details,
2. Provide online positive pay exception item review and decisioning,
3. Provide check block services on non-check writing accounts,
4. Provide online stop payment services,
5. Provide electronic archival of cleared checks (images of front and back) to meet the Service Authority's archival requirements, and
6. Provide online access to cashed check images.

### **New Services – Outsourced Check Printing**

The Service Authority is interested in exploring outsourcing check printing services. The Service Authority disburses approximately 3,900 checks per year for accounts payable, payroll, and other disbursement needs.

Services include:

1. Accept electronic transmittal of payment details and remittance information from the Service Authority,
2. Print checks in the format prescribed by the Service Authority and in conformance with industry standards,
3. Send an electronic print reconciliation report with counts, amounts, and statistics pertinent to the processed data after the completion of each production run,
4. Provide management reports for reconciliation, control, and information purposes, as required,
5. Process and prepare (fold, insert, and meter) all mailings with correct postage rates for all outgoing USPS mail in accordance with USPS requirements for mailings, and
6. Regularly sample checks for MICR line testing to ensure conformity with ANSI standards.

### **Electronic Transfer of Funds**

*ACH Processing* – The Service Authority utilizes ACH processing in a variety of ways including weekly ACH vendor payment files, utility billing ACH files, and individual ACH transfers. The selected bank shall allow individual ACH transactions.

The Service Authority initiates approximately 10,600 ACH transactions per month. Of these transactions, approximately 1,400 are Same Day ACH. Most ACH transactions are sent to the bank via transmission, while approximately 660 are initiated online.

On average, the Service Authority sends approximately \$1.6 million in ACH disbursements each week. The file is sent on Tuesday for payment on Wednesday. The Service Authority also releases monthly ACH files for AP and Payroll between the first and the fifth of each month, as well as quarterly and bi-annual ACH files. With the possibility that all files could be sent on the same date, the total ACH credit exposure could be as much as \$5 million.

The Service Authority receives approximately 6,300 ACH credits/debits per year. The Service Authority utilizes Invoice Cloud for credit card and eCheck payments via the web and phone. ACH payments are deposited daily and received from the bank in a daily file. These transactions are then downloaded to the Service Authority's customer information system to apply the payments to customer accounts.

All notice of changes and returned ACH transactions shall be reported daily via email, along with an electronic BAI2 file for upload into the ERP system, JD Edwards version 9.2.



*Wire Transfers* – The bank shall accept electronic fund transfers from all vendors and customers of the Service Authority.

Wire transfers shall be made from the operating account to vendors and investment sources via the Internet. The Service Authority's use of wire transfers is minimal. There are typically less than 10 outgoing wire transfers per month.

The Service Authority utilizes two (2) forms of wire transfers: pre-formatted (repetitive) and free-form (non-repetitive).

The offeror shall require two individuals when processing both repetitive and non-repetitive wire transfers; one individual to enter the wire and a separate individual to release the wire. If the Service Authority, for any reason, is unable to execute the wire transfer via computer, the bank shall accept verbal wire transfer requests by the Deputy General Manager/Chief Administrative Officer or their designee. The Service Authority's Deputy General Manager/Chief Administrative Officer or their designee shall be the only authorized party to establish and/or modify the pre-formatted (repetitive) wire transfer instructions. The bank shall have future value date capabilities up to 14 business days. (Future-dated wires may be canceled prior to value date).

The Service Authority shall have online access for confirmation of same-day wires executed, including details. This shall hold true for both incoming and outgoing wire transfers. The offeror shall provide wire confirmation data including, but not limited to:

Pay or bank and account number  
Beneficiary bank and account number  
Dollar amount of wire  
Reference information  
Time wire was received or executed  
Confirmation that the bank received and acted upon the wire instructions (federal reference number)

If the offeror has various levels of details, provide reports showing all levels.

The offeror shall provide a customer service representative at the officer level for resolution of any wire transfer problems.

Required services include:

1. Initiate ACH transactions using a secure online platform,
2. Establish an ACH daily credit exposure limit of at least \$5 million so that prefunding of ACH transactions is not required,
3. Provide ACH debit blocking and filtering services,
4. Provide a secure electronic method for wiring funds, and
5. Provide a secure electronic method for initiating intrabank transfers.

## **Balance Reporting & Statements**

The bank shall provide the Service Authority, on a daily basis, online information on prior day activity along with BAI2 format to upload daily into the ERP system (JD Edwards, version 9.2), current day activity, controlled disbursement data, ZBA activity, concentration account activity, returned items activity, overnight investment, and current-day detailed ACH activity.

Account statement must be prepared at month end. Statement should be delivered electronically with the option to be available online for the Manager of Accounting by the 5th business following month-end.

In addition to the Service Authority's ERP system, JD Edwards version 9.2 , the Service Authority uses Cayenta, application number 9.1.0.021, as its customer information system.

*Account Reconciliation Service (ARP)* – The Service Authority utilizes full account reconciliation to include a listing showing checks paid by date, bank account number, check number, amount, and associated exceptions, as well as all investment transactions. Positive pay is utilized with submissions typically 1-2 times a week.

Full hard copy reports are generated with all issued/outstanding and exception checks processed during a month. A consolidated electronic file in BAI2 format with all monthly check information is received and interfaced with our financial software system via https upload.

Required services include:

1. Provide online balance reporting services,
2. Allow Service Authority employees with different levels of authorization to access the firm's online reporting system,
3. Provide a daily download of DDA activity and balances in BAI2 format,
4. Provide current day and prior day reporting,
5. Provide full account reconciliation services for disbursements,
6. Provide online monthly activity statements and reports for all accounts by the fifth 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.

## **Bank Balances & Overnight Sweep Investments**

In the past year, the Service Authority has maintained an average collected balance of approximately \$16.5 million. Uninsured collected balances must be collateralized in accordance with §2.2-4402 Collateral for Public Deposits of the Code of Virginia.

The Service Authority will consider using an overnight sweep, interest-bearing account, and/or other short-term investment vehicle for the short-term investment of various funds or other similar investment options that comply with Virginia code. The bank shall automatically handle the overnight and weekend investment of the Service Authority's excess cash above minimum

compensating balance requirements, if applicable. All interest earned on overnight investment shall be automatically credited to the concentration account.

A monthly detail report shall be provided to the Service Authority listing daily transactions, principal value, interest rate, and dollar amount earned. If the offeror has various levels of details, provide reports showing all levels.

Required services include:

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

### **Account Analysis**

The bank shall provide the Service Authority month-end account analysis statements for all services provided. This statement shall be available by email, online or delivered to the Service Authority, Attn: Accounting Manager, within five (5) business days following the end of the statement period.

The month-end account analysis statement shall include, but is not limited to, the following information:

- All information in the contract such as unit cost, extended price, items charged, and earnings credit (where applicable) shall be identified.
- Detailed information on the float for all deposits.
- Detailed calculations of any deficit or excess earnings credits (where applicable) shall be identified.
- All information provided on the account analysis regarding the daily collected, daily ledger, and daily available balances shall be verifiable against the daily balance reporting. The calculation of these average balances and the earnings credit rate (where applicable) shall be such that it can be reproduced on a personal computer using the daily balance reports, with a plus or minus one percent (1%) error rate for both the average balance and earnings credit rate (where applicable).

### **Service Authority Credit and Purchasing Cards**

The offeror shall provide a proposal for MasterCard or Visa credit cards for use by designated Service Authority personnel. No annual fees shall be charged for this service. Currently there are approximately thirty (30) credit cards in use by Service Authority Personnel.

The Service Authority currently does not use a purchasing card program but would be interested in exploring a program as part of this RFP.

## **Integrated Payables**

The Service Authority is also interested in exploring a comprehensive payables solution in which the bank receives a payment file from the Service Authority and the bank processes the payment appropriately via virtual card, ACH, or check. The Service Authority's Accounts Payable department disbursed approximately \$150 million to 2,875 vendors over the last 12 months. Approximately 51% are paid via check and 49% are paid via ACH. The Service Authority does not utilize a virtual card payment option today but is interesting in exploring this option through the RFP.

## **Other Services**

The Service Authority currently has a separate contract for lockbox services and a separate contract for investment custody services. Offeror can include additional information for lockbox or custody services that they provide as part of their response to the New Services & Ideas section below.

## **Customer Service**

The bank shall provide an officer of at least a Vice President ("officer") level to act as the primary liaison between the Service Authority and the bank. This officer shall be responsible for conflict resolution between the Service Authority and the selected bank. The bank shall provide direct contact information for the officer to be assigned to including, but not limited to, telephone, e-mail, and fax. The bank shall also provide a secondary liaison in the event that the primary liaison is unavailable due to vacation, illness, etc.

The bank shall respond to any inquiries by the Service Authority no later than the next business day.

The officer and the key staff for each service shall meet with the Service Authority staff immediately after the contract has been fully executed for a project kickoff meeting. In addition, the officer and key staff shall be available for other meetings as required by the Service Authority. The officer shall provide monthly status reports via email to the Accounting Manager or assigned designee.

The bank shall provide training to all necessary Service Authority staff for all online banking services.

Any new services offered by the bank shall be made available to the Service Authority, with the associated costs for services, negotiated at the time of service offer.

## **General Information**

All files, images, records, etc., shall become the property of the Service Authority.

## **Contingency Planning**

Although the bank may provide a viable product for each and every process of the Service Authority, assurance must be made that these products and services are available in alternative methods if there are unforeseeable emergencies making standard operating procedures unworkable. These may include the following:

Website is down and unable to obtain balance reporting, wire transfers and imaging access

File transfer malfunctions (i.e., positive pay, image cash letter, ACH files)

Primary banking location is unavailable

Localized power outages – at the Service Authority or bank site

The bank shall provide a contingency plan with the proposal submission to ensure access to standard operating functions.

## **Other Requirements**

The volumes listed in Attachment B: Pricing Response Form are estimates based on monthly averages from a recent 12-month period of account analysis statements. The actual volume may be greater or lesser. If the Bank does not provide these services as described but believes it can offer equivalent or superior results by some other means, the alternative service should be described, in detail.

*Target Balance* – The Service Authority will consider paying for services on a unit cost basis or through compensating balances. If the compensating balance method is chosen, the operating account will operate on a "Target Balance" basis whereby the required compensating balance to support activity charges would become a "Target Balance". On a daily basis, the Service Authority would have the option to invest collected balances above the designated "Target Balance". If the balance in the operating account drops below the required "Target Balance", the Service Authority will adjust the balance the following day. The objective is to maintain the "Target Balance" to support activity charges based on an average balance over a 30-day period.

In the proposal, provide detail on the bank's Earnings Credit Rate and the benchmark it will be tied to each month. Provide calculation methodology for compensating balance and any reserve requirements.

Any carryover earnings credit will be carried over from month to month until the end of the contract.

Actual average daily balance shall be calculated on collected balances. Wire transfer of funds shall be considered collected balances upon receipt based on the bank's availability schedule.

*Cost of Services* – The bank 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 services charges for the month.

The bank shall submit invoices via email or make available online at the end of each month, such statement to also include a detailed breakdown of all charges for that monthly period.

Invoices shall be based upon actual services rendered and actual unit costs. All such invoices will be paid promptly by the Service Authority unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The bank shall provide complete cooperation during any such investigation.

Invoices shall be forwarded electronically to [accountspayable@pwcsa.org](mailto:accountspayable@pwcsa.org) or to the following address:

Prince William County Service Authority  
Attn: Accounting Manager  
4 County Complex Court, Woodbridge, VA 22192

*Alternative Service Charges* – The Service Authority invites alternative pricing methods to the method cited in this RFP.

The pricing of services contained in the contract for the successful bank shall remain in effect for the duration of the initial contract. No escalation of fees will be allowed.

Comparable services as a result of system upgrades or bank mergers shall not cause an increase in pricing.

Any standard items not specifically listed on the prices pages that may incur a separate unit cost shall be listed separately at the end of the appropriate section on the pricing pages. Additional charges for services/items that are not addressed by the bank on the pricing pages will not be allowed after contract award.

Banks are encouraged to present additional services not specifically detailed on the Proposal Form and their cost. These services shall be optional and subject to negotiation. Such services include the availability of local bank staff to consult with the Service Authority staff concerning bank service procedures and performance. Such documents/items shall include, but not be limited to, deposit slips and four (4) zippered money bags – 2 medium and 2 large. In addition, banks are requested to list any other free services available to the Service Authority. Any additional services provided in the bank's proposal MUST include corresponding pricing. If pricing is not provided and the Service Authority requests those services, the Service Authority shall not be charged.

*Bank Location* – The selected bank, if located outside of Prince William County, Virginia, shall designate a bank in Prince William County as its authorized agent to accept all deposits made on behalf of the Service Authority. All balances in these accounts shall be considered as balances in

the Service Authority's account for the purpose of analysis and compensating balance calculation.

*Collateral* – The bank shall pledge collateral security as specified in the Code of Virginia. At no time shall the amount of deposits exceed the pay value of securities pledged less maximum insurance coverage provided by the Federal Deposit Insurance Corporation. Acceptable security and specified regulations regarding collateral requirements are outlined in the Virginia Security for Public Deposits Act as set forth by the Commonwealth of Virginia Treasury Board.

*Transition of Services* – For effective transfer of services, each bank shall:

- Describe the conversion process (who is responsible for coordinating activities, who participates, and what activities must occur). The bank shall provide a list of any documents, files, and information it shall need from the current bank to have a successful transition to meet the start-up date.
- The bank shall be responsible for bearing all transition costs that may occur from, including but not limited to, the conversion of existing images, loading of files, etc.
- Provide a work plan for training the Service Authority employees on the institution's on-line systems.
- Describe what security measures will be in place to ensure safeguarding assets against loss during the transition period.
- Submit copies of any supplemental agreements that are required to be incorporated in this Agreement (e.g., direct deposit agreement, wire transfer agreement, repurchase agreement, etc.). These agreements are an integral part of the resulting contract and will be reviewed by the Service Authority's legal counsel. Changes will be negotiated prior to award of contract.
- At the termination of any contract resulting from this RFP, the bank shall work with the Service Authority and the new banking service provider. The bank shall provide any requested files, reports, or documents within one (1) week or as otherwise requested by the Service Authority.

## **I. INFORMATION REQUESTED**

### **A. QUALIFICATIONS & EXPERIENCE**

1. Provide a general overview and brief history of your organization, including parent and/or subsidiary companies and number of employees.
2. Describe the experience of the firm in providing similar services for public utility entities and municipalities in the Commonwealth of Virginia.
3. Complete the following table with current credit ratings by Standard & Poor's Rating Services, Moody's Investor Services, and Fitch Ratings. If the firm is not rated by these rating organizations, provide other evidence of the firm's financial strength.

Firm / Bank	Standard & Poor's Rating	Moody's Investor Services	Fitch Ratings
<b>Short-Term Unsecured Senior Debt</b>			
<b>Long-Term Unsecured Senior Debt</b>			
Bank Holding Company	Standard & Poor's Rating	Moody's Investor Services	Fitch Ratings
<b>Short-Term Unsecured Senior Debt</b>			
<b>Long-Term Unsecured Senior Debt</b>			

4. 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: \_\_\_\_\_
5. Include an *electronic copy* of the most recent audited annual financial statements.

**B. KEY PROPOSED PERSONNEL**

1. Describe your firm's policy on changing the primary contact person on an account at your firm's discretion.
2. After the initial transition, how often will the primary relationship manager attend meetings (on-site or virtual) with Service Authority staff? Describe a typical meeting agenda for this meeting.
3. IT Resources
  - a. Will the firm provide a dedicated IT liaison to work on set-up, file transfer, testing, and troubleshooting/issue resolution?
  - b. During what hours is technical support available (specify time zones)?



**C. GENERAL BANKING SERVICES**

**1. Customer Service**

- a. Name the individuals who will work with the Service Authority on a regular basis. Information must include:

Name	Proposed Role	Location	# Years' Experience with other Public Utility Entities	# Years in Field	# Years with Firm	# Client Relationships Responsible For

- b. For routine day-to-day transactions, will the firm assign a specific customer service representative, or will a customer service department be assigned?
  - i. If a specific representative will be assigned, provide biographical information for the individual that will be assigned to the Service Authority's account.
  - ii. If a customer service department will be assigned, describe how the individuals responding to Service Authority issues will be aware of the Service Authority's account history and needs.
- c. What are the hours of operation of the customer service unit involved in supporting the proposed services?
- d. How are relationship managers kept apprised of day-to-day requests? At what point will the relationship manager be notified and get involved if an issue can't be resolved?

**2. Physical Deposit Processing**

- a. How many branches are located within Prince William County, VA?
- b. For each of the Service Authority's locations listed below, complete the table with the address of the closest branch and the number of miles away from the location.

Location	Address of Closest Branch	# of Miles
<b>Prince William County Service Authority 4 County Complex Court Woodbridge, VA 22192</b>		

- c. Can the Service Authority make deposits into the firm’s ATMs? If so, are there any limitations?
- d. Can your institution accept large public deposits and collateralize at a 100% minimum?
- e. Branch Deposits
  - i. What is the ledger cutoff time for deposits made to branch locations?
  - ii. What type of deposit bags does the firm allow/require?
  - iii. Are there any restrictions on the amount of loose and/or rolled coin deposited at a branch location?
  - iv. Are branch deposits immediately verified? If not, when does verification take place?
  - v. If the firm corrects a branch deposit, how will the Service Authority be informed of this change (i.e., phone call, online notification, fax, e-mail)?
- f. Vault Processing
  - i. Which vault location are you proposing the Service Authority use for deposits handled by its armored car provider?
  - ii. Do you own the vault? If not, provide information about the vault operator (i.e., name, number of years of partnership, etc.).
  - iii. Will this vault location handle both cash and checks?
  - iv. Can currency and checks be included in the same deposit bag for both branch and vault deposits? If so, would you recommend preparing separate deposit tickets or including all activity on a single ticket?
  - v. What is the limit, if any, on the number of deposit tickets that can be included in one deposit bag?
  - vi. What is the ledger cutoff time for deposits at the vault deposit location, if applicable?

- vii. When are deposits credited? If provisional credit is given, when does verification take place?
- viii. If the firm corrects a vault deposit, how will the Service Authority be informed of this change (i.e., phone call, online notification, fax, e-mail)?
- ix. Are deliveries of change and currency orders available via the armored car? If so, explain the timelines and procedures for placing change and currency order requests.
- x. Can bank supplies (i.e., deposit bags, deposit tickets, etc.) be ordered through the firm? If so, does the firm charge a fee for these supplies? Is the fee a passthrough charge or is there a mark-up?

### **3. Branch Services**

- a. Will a check cashing agreement be required when a non-account holder cashes a Service Authority check drawn from an account held with your firm at the firm's branch location? If yes, include a copy.
- b. Is the firm willing to cash these checks drawn from an account held with your firm at no charge to the Service Authority or the presenter?

### **4. Remote Deposit Capture ("RDC")**

- a. Describe the firm's ability to process checks by Remote Deposit Capture ("RDC").
- b. Is the Service Authority's existing RDC terminal (Tellerscan 240-75DPM) compatible with your system?
- c. If the Service Authority needs replacement or additional RDC equipment, what equipment would the firm recommend?
- d. Does the firm verify that an item hasn't been previously deposited? If so, for how many prior days does duplicate detection service check?
- e. Is there a limit on the number of checks that can be contained in a single deposit? How many checks would you recommend be processed in a single deposit?
- f. What is the ledger cutoff time for items processed by RDC to receive same-day ledger credit?
- g. 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?

- h. How and when will items not meeting acceptable image quality standards be alerted to the user?
- i. How will the Service Authority be notified of deposit adjustments for RDC items? Will the Service Authority receive a copy of the check image when there is a deposit adjustment?
- j. For how long are electronic check images of items deposited by RDC stored and available for viewing on the firm's website?

#### **5. Returned Item Processing**

- a. Can the firm provide online access to electronic images (front and back) of returned items to the Service Authority? How soon after an item is returned can these images be accessed?
- b. Can the firm provide a detailed return item transmission to the Service Authority? Can this report identify the payer's name, depositing location, deposit date, and type of item being returned?
- c. Provide a screen shot of the details available for a returned check. (Note: Please include this returned check screen shot in the body of your proposal response versus referring to an Attachment or Appendix.)

#### **6. 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 the Service Authority.

#### **7. eLockbox Services**

- a. Does the firm offer eLockbox services for payments made from consumer bill payment service providers? Describe the firm's eLockbox service.
- b. Which clearing networks does your firm work with to facilitate processing of eLockbox payments?
- c. How will the eLockbox service report payment details to the Service Authority (i.e., account numbers, names, etc.)?
- d. Will the Service Authority be able to require field specifications for customer account numbers?

- e. What type of validation routines can be used to identify, filter, and repair invalid payments? If a payment is identified as invalid, can the Service Authority repair the transaction with an online exception repair tool?

## **8. Check Disbursements**

- a. Does the firm offer payee positive pay?
- b. Is payee information a searchable field within the firm's online reporting system (i.e., can you enter "ABC Company" and any disbursement checks to "ABC Company" will be retrieved)?
- c. Can an e-mail notification be sent to specific users alerting them that there is an exception item to review?
- d. At what time will the Service Authority receive the information on exception items? How much time will the Service Authority have to review discrepancies and notify the firm to accept or reject?
- e. What are the options for transmitting check issuance information to the firm for positive pay services?
- f. Does the firm confirm receipt of transmission files? If so, what options are available for the Service Authority to receive confirmation?
- g. How quickly will transmission files of additional checks and/or recently voided items be available across the firm's platform (including branch tellers)?
- h. 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?
- i. How is payee information captured from the physical checks? What steps does the firm take to prevent exception items being flagged due to erroneous capture of payee information?
- j. Can stale-dated checks be reported as exception items?
- k. If a check is deposited by the payee using mobile technology and the payee attempts to deposit the item a second time, will your firm's positive pay service identify this item as an exception, or will it be automatically returned as a "check previously paid" item?

## **9. Outsourced Check Printing (New Service)**

- a. Describe the firm's experience providing check printing services.
- b. Would checks be printed in-house or is this service outsourced?

- c. Can printed checks be sent to multiple locations, such as having a batch of checks delivered by overnight mail to the Service Authority and others sent by U.S. Postal Service to individual check recipients?
- d. What is the location where checks will be printed and mailed?
- e. Will outsourced checks be mailed using bulk postage rates?
- f. When does the firm need the check print instruction files from the Service Authority for payments to be made on a same-day, next-day and 2-day settlement? Indicate the times in the following table:

	Same-Day	Next-Day	2-Day
<b>Deadline for File Transmission</b>			
<b>Deadline for Online Batch</b>			

**10. Controlled Disbursement**

- a. Where is the proposed controlled disbursement location?
- b. At what time will the Service Authority be notified of presentment items? Specify 1<sup>st</sup> and 2<sup>nd</sup> presentment times.
- c. What is the average percentage of the final presentment available at the 1<sup>st</sup> presentment time?

**11. Stop Payments**

- a. What initial term options are available for stop payments?
- b. Does the fee for a stop payment vary based upon term?
- c. Will the system automatically verify if a check has been paid before processing the stop payment?
- d. Is there a report that lists stop payments that are set to expire?
- e. Can stop payments be automatically renewed? If so, for how long?

**12. ACH Processing**

- a. What ACH file transmission options are available?

- b. When does the firm need the file from the Service Authority for payments to be made on a same-day, next-day and 2-day settlement? Please complete the following table:

	Same-Day	Next-Day	2-Day
<b>Deadline for File Transmission</b>			
<b>Deadline for Online Batch</b>			

- c. Confirm that the firm is willing to establish an ACH daily exposure limit of no less than \$5 million for the Service Authority.
- d. What approvals would be needed to release a file that exceeded the Service Authority's daily exposure limit?
- e. Can transactions be added online for future processing dates? What is the firm's maximum retention for future dated transactions?
- f. Same Day ACH
- i. Does the firm offer Same Day ACH capability?
  - ii. If so, how does the firm determine on what day to send the payment (date of receipt of payment file, payment date on file, other?)
  - iii. Is Same Day ACH functionality automatically available to the firm's clients or is it a service that the Service Authority has to opt-in for?
- g. Does the firm provide automatic file receipt acknowledgements? If so, how is the acknowledgement transmitted?

	Yes / No
<b>Phone</b>	
<b>E-mail</b>	
<b>Fax</b>	
<b>File transmission confirmation</b>	
<b>Other (please specify)</b>	

- h. Is the Service Authority required to submit a control total of an ACH batch? How would the Service Authority communicate ACH control totals to the firm (i.e., phone, online, email)?
- i. How are returned and rejected ACH transactions handled?

- i. What information does the firm provide to assist in identifying returned and rejected ACH transactions?
  - ii. When is this information available?
- j. If an individual ACH transaction within a file is rejected, will the entire file be rejected and not processed? How will the individual rejected ACH transactions be communicated?
- k. Provide a screen shot of the information returned for an ACH NOC (Note: Please include this screen shot in the body of your proposal response versus referring to an Attachment or Appendix).
- l. How can the Service Authority gain access to addenda information (i.e., CCD, CCD+ and CTX) for incoming ACH transactions?
  - i. Can this information be viewed online with current and previous day reporting, or does the Service Authority need to download special EDI reports?
- m. Describe any account validation services that are available for clients to comply with NACHA's requirement for instituting Supplemental Fraud Detection Standards for Web Debits (i.e., Giact, Early Warning, etc.).
- n. Do you provide any validation services on ACH credits initiated by the Service Authority to ensure the correct payee is paid? If not, what best practices would you recommend?

### **13. Fraud Protection & Controls**

- a. What controls are in place to protect against lost files, duplicate transmissions and ACH file edits?
- b. Describe the firm's ability to block unauthorized ACH debits received. If the firm provides ACH debit filtering, what level of filtering can be applied (originator, originator & dollar amount, etc.)?
- c. With ACH debit blocking, can the firm provide reports to the Service Authority 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)? What is the timeframe for receiving exception information and providing a decision?
- g. Can accounts be designated "post no checks" to prevent any check from clearing? Is positive pay required?



**14. Wire Processing**

- a. Fill in the following table with the cutoff time for an Outgoing Domestic Fedwire by origination method.

	Online	Phone
<b>Outgoing Domestic Fedwire</b>		

- b. Once the firm is in receipt of wire instructions, how long does it take the firm to send the wire?
- c. Describe the system’s security features. Can varying degrees of authorization be set (i.e., multiple authorizers, maximum dollar amounts, etc.)?
- d. In the event the Service Authority cannot access the firm's online portal, what methods are available for wire initiation?

**15. System Administrators**

- a. Do all of the solutions proposed for general banking reside in a single online platform or are multiple platforms used? If multiple platforms are used, are separate credentials required/necessary?
- b. What capabilities and functionalities do administrators have?

Banking Function	Yes/No
<b>Create new user profiles</b>	
<b>Assign usernames for new users</b>	
<b>Reset user passwords</b>	
<b>Authorize users to access specific modules</b>	
<b>Temporarily disable a user’s account defined period of time and have the account automatically reinstated on a future date</b>	

- c. When setting up a new user, can a current user’s privileges be copied for the new user?

**16. Online Reporting System**

- a. How soon after the cut-off date are the following items ready?

	Online	By Mail
<b>Bank Statements</b>		
<b>Full Reconciliation Information</b>		
<b>Account Analysis Statement</b>		

- b. Describe any recent or upcoming major upgrades to your online reporting system.
- c. What time is previous day information available?
- d. 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.

How long are the following items available?	Standard Term	Optional Terms Available
<b>Prior / Previous Day Reporting</b>		
<b>Current Day Reporting</b>		
<b>Monthly Account Statements</b>		
<b>Images of Checks Paid</b>		
<b>Voids/Stop Checks</b>		
<b>Images of Items Deposited with RDC</b>		
<b>Images of Returned Deposited Items</b>		

- e. In what file formats can transaction data be downloaded? Can activity be downloaded into Excel?
- f. What technology options would you recommend the Service Authority use for archiving historical check images (i.e., CD-ROM, online retention, data transmission)?
- g. For historical images of disbursement checks that are accessible online, does your firm charge per image stored or per image accessed?
- h. Can electronic reports be customized by users within the firm's online platform? Can these customized reports be saved? Can the templates be shared with other users?

- i. Can electronic reports be scheduled to be generated automatically and e-mailed to designated users? Is there a cost for these automatically generated reports?
- j. Can the firm’s online reporting system send e-mail alerts? Is there a cost for individual e-mails? If so, which e-mails incur a cost?
- k. 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 completed through the mobile applications.

Banking Function	Yes / No
<b>Initiate a repetitive wire</b>	
<b>Provide secondary approval for a wire transfer</b>	
<b>Decision of positive pay items</b>	
<b>Decision of ACH positive pay items</b>	
<b>Reset a user’s password</b>	
<b>Obtain balance reports</b>	
<b>Deposit an individual check</b>	
<b>Availability of soft token for multi-factor authentication</b>	
<b>Biometric log-on capability</b>	

- l. Are tokens required for all users accessing the online reporting system, including those that access the system for view-only access?
- m. What type of multi-factor authentication options are available?

Type	Yes / No
<b>RSA SecureID Token</b>	
<b>Mobile Token</b>	
<b>Phone Call-Back Token</b>	
<b>Other (please list)</b>	

**17. Reconciliation Services**

- a. Does the firm offer full Account Reconciliation Program (ARP) services?

- b. Does the Service Authority need to send a separate check issue file or will the information required for reconciliation be captured through the positive pay file transmission?
- c. Describe how reconciliation data would be transmitted to the Service Authority.

**18. Earnings Credit Rates**

- a. Are you willing to link the earnings credit rate to a market index? If so, which index would you suggest?
- b. Will the firm set a floor for the earnings credit rate offered to the Service Authority? What rate floor are you offering?
- c. Does a reserve requirement apply on balances?
- d. Will the firm assess any balance-based charge (FDIC-like, FICO, or other) to the Service Authority?
- e. If the firm assesses a balance-based charge, what is the current charge for an entire year on a \$1,000,000 balance?
- f. What is the firm's current earnings credit rate? What earnings credit rate are you offering to the Service Authority?
- g. If the proposed earnings credit rate is higher than the firm's standard ECR, do you plan on maintaining this spread for the Service Authority over the life of the contract?
- h. Does the firm have a minimum deposit that must be maintained?
- i. Can "excess" earnings credits be carried forward to cover charges in the following month? Is there a limit on how far forward excess earnings credits can be carried?

**19. Investment Option or Interest-Bearing Bank Deposit**  
*(If you are proposing more than one sweep vehicle, please make sure each of the following questions is answered for each option.)*

- a. What short-term investment vehicle(s) or interest-bearing account(s) does the firm propose to use for the overnight sweep of the Service Authority's demand deposit accounts? If the firm is proposing a money market mutual fund, identify the class of shares by providing the ticker symbol or CUSIP.
  - i. Provide the current rate(s) of the short-term investment vehicle(s) or interest-bearing account(s) proposed.
- b. Does a reserve requirement apply to any of the proposed options? If so, specify which.

- c. Will the firm assess any balance-based charge (FDIC-like, FICO, or other) to the Service Authority?
- d. If the firm assesses a balance-based charge, what is the current charge for an entire year on a \$1,000,000 balance?
- e. If a sweep is proposed, what time of day is the sweep deadline? Is it end-of-day or next-day sweep?
- f. How are balances in the sweep product shown on current day reports?
- g. Does your firm have the ability to establish a peg balance on the primary operating DDA, with excess funds being automatically transferred to the selected interest bearing account or investment vehicle?

## **20. Account Analysis Statements**

- a. Provide a sample analysis statement.
- b. Can the Association for Financial Professionals (AFP) Service Codes be included on the analysis statement? If not, provide a report that maps your service descriptions to the AFP codes.
- c. Provide a glossary defining all service descriptions used in your account analysis statements as part of the appendix to your response.
- d. Are account analysis statements available online? How many prior months are available?
- e. Can the account analysis details be downloaded into Microsoft Excel?

## **21. 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. If the firm has elected to opt-out of the collateral pool, will the bank be willing to provide the Service Authority a copy of the written report required to be submitted to the Virginia Treasury Board by § 2.2-4411 of the Code of Virginia?
- c. What is the firm’s IDC Financial Publishing score?

## **22. End-of-Day Overdrafts**

- a. Does the firm return items if an overdraft exists? If yes, how flexible is this policy?
- b. What overdraft rate (i.e., spread over an index) is applied to the negative collected balance?

- c. Is there a fee per check or per occurrence when there is an overdraft? If so, what is it?
- d. If an overdraft per item fee is assessed, is it treated as one occurrence or is there an assessed fee for every debit transaction occurring that day? If the latter, is there a cap?

**23. 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?

**D. CREDIT CARDS**

- 1. Provide a proposal for MasterCard or Visa credit cards for use by designated Service Authority personnel. Proposal should cover program requirements/limitations, features, customer service, program incentives, cardholder fees, etc. (Please note: the program should not include any annual fees that will be charged to the Service Authority).

**E. PURCHASING CARD/INTEGRATED PAYABLES (NEW SERVICES)**

**1. Card Distribution**

- a. What card association platform(s) does your program employ (e.g., MasterCard and Visa)? If more than one is used, which would you recommend for the Service Authority and why?
- b. Can the card design be customized to include the Service Authority’s logo? If so, what options are offered for customization (i.e., hot stamp image, different colored stock, card stock background graphic)?
- c. After the initial implementation, identify the procedure for requesting additional cards and reporting lost or stolen cards.
- d. What is the turnaround time from date of order for the following types of card delivery?

Number of Days	
<b>New cards</b>	
<b>Replacement cards – standard delivery</b>	
<b>Replacement cards – expedited delivery</b>	

- e. Can the firm send all new cards directly to a single point of contact at the Service Authority?
- f. Can the firm send all replacement cards directly to a single point of contact at the Service Authority?
- g. Can the firm send all replacement cards directly to the cardholder?
  - i. If replacement cards are sent directly to the cardholder, how will the program administrator be notified?

**2. Card Administrative Support**

- a. Will Service Authority **program administrators** have a *dedicated customer service representative* to call for routine, day to day support of the purchasing card program?
  - i. What are the normal business hours for the dedicated customer service representatives?
- b. Will Service Authority **program administrators** have *call center support* to respond to inquiries relating to the purchasing card program?
  - i. What are the normal business hours for the call center?
  - ii. Where are your primary and backup call centers for **program administrators** located?

Program Administrator Call Center	Location
<b>Primary Call Center</b>	
<b>Backup Call Center</b>	

- c. Will Service Authority **cardholders** have *call center support* to respond to inquiries relating to the purchasing card program?
  - i. What are the normal business hours for the call center?
  - ii. Where are your primary and backup call centers for **cardholders** located?

Program Administrator Call Center	Location
<b>Primary Call Center</b>	
<b>Backup Call Center</b>	

**3. Card Program Management System**

- a. Provide an overview of the online management system that supports the firm’s purchasing card program.
- b. Is the online management system wholly owned by your firm? If not, specify the owner of the software/web-based card program management system.
- c. Does the firm’s card program offer the following methods of card controls, usage restrictions and access?

Controls	Yes / No
<b>Company level restrictions</b>	
<b>Cardholder level restrictions</b>	
<b>Department level restrictions</b>	
<b>Merchant Category Code (MCC) restrictions</b>	
<b>Cash advance restrictions</b>	
<b>Dollar limits</b>	
<b>Limitations to preferred suppliers</b>	
<b>Declining balance cards</b>	

- d. Can card profiles associated with an employee job title or position be made available to quickly set up new cardholders with a specific *transaction or credit limits*?
- e. Can card profiles associated with an employee job title or position be made available to quickly set up new cardholders with *specific MCC restrictions*?
- f. Using the table below, indicate the online capabilities and functionalities that program administrators will have?

Function	Yes / No
<b>Add new cardholders</b>	
<b>Adjust cardholder credit limits</b>	
<b>Review transaction activities</b>	
<b>Change MCC restrictions</b>	
<b>Make temporary adjustments to cardholder profiles that</b>	



<b>automatically revert back to the original profile on a specified future date</b>	
<b>Order replacement cards</b>	
<b>Deactivate a card for a terminated employee</b>	
<b>Adjust restrictions, cardholder limits, and controls on individual cards in “real time” or “near real time”</b>	

#### 4. Administrative Reporting

- a. Does your Card Program Management System offer the ability to generate the following types of reports?

<b>Report Type</b>	<b>Yes / No</b>
<b>Dormant accounts that have no activity for a designated time period</b>	
<b>Total amount spent by all cardholders for individual suppliers, such as by merchant Taxpayer Identification Number</b>	

- b. Does the reporting system capture Level 3 data and make it available in the standard reports listed above?
- c. Indicate which of the above reports can be downloaded into a machine readable format such as CSV. Are the reports formatted for easy export to Excel spreadsheets?
- d. Are workflow reports available to program administrators to show an audit trail of specific activity, such as card review/approvals (name, date, activity) and temporary credit limit approvals?

#### 5. Expense Reporting Module

- a. Do your firm offer an expense reporting module?
- b. Are you proposing a proprietary or third-party expense reporting module? If the system is provided by a third party, identify the provider and how long your firm has been offering the expense reporting module from this provider.

- c. Can this expense reporting module be customized to reference the Service Authority’s general ledger account numbers and cost centers?
- d. In the expense reporting module, how many fields are available to customize for cardholder input of data? What customization options are available (i.e., numeric only fields, fixed field lengths, drop-down options)?
- e. For free-form fields, how many characters are available to describe the business purpose for a particular expense?
- f. Can transactions be split and coded to multiple general ledger accounts?
- g. Do you offer the ability for a cardholder to save a “favorite” general ledger code to identify commonly used codes?
- h. If no general ledger code or category is entered by a cardholder within an expense report, does your system save to:

Yes / No	
<b>A “favorite” code previously entered by the cardholder</b>	
<b>A code determined by the Service Authority</b>	
<b>A system-generated default code</b>	
<b>Another standard entry code</b>	

- i. Does your expense reporting module offer the ability to attach receipts? Are receipts associated with individual transactions or with a monthly statement?
- j. What options are available to upload receipts?
- k. Can a cardholder print an expense report, or a combination of transactions accompanied with the receipt images, without having to print each receipt separately?
- l. Do cardholder expense reports indicate next to each transaction whether a receipt had been uploaded for the transaction? If so, provide a sample of an expense report with receipts attached.
- m. Does your firm offer a mobile application that can directly associate a receipt image with a specific transaction?
- n. How long are receipt images accessible by the Service Authority directly from the online reporting system? Are extended receipt images accessible by contacting customer service?

- o. Can receipt images be transmitted in bulk to the Service Authority? How would the images be indexed during transmission?
- p. Are transactions that have been coded with the accompanying documentation sent to a manager for approval by:

Yes / No	
<b>Transaction Level</b>	
<b>Expense Report Created by Cardholder</b>	
<b>Statement Level</b>	

- q. Can default general ledger information be used for transactions that have not been processed by the cardholder prior the deadline? Is the default code provided by the Service Authority or system generated?
- r. Can an employee reclassify a general ledger code after an expense report is submitted?
- s. Can a program administrator send automated e-mail blasts to all cardholders and/or approvers through the firm's system to remind them to complete expense reports?
- t. Are there management reports that identify employees that have not submitted expense reports?
- u. Can approvers generate notifications through your system to remind employees to complete expense reports?
- v. Can automated notifications be sent to employees that have outstanding expense transactions expenses after a designated time period?

**6. Reconciler and Approver**

- a. Can completed expense reports be sent to multiple approvers simultaneously?
  - i. If the primary approver fails to approve an expense report within a designated time period, can the transactions be automatically routed to a secondary approver?
  - ii. What other options are available for approving expense reports that have not been approved by a primary approver within a designated time period?

- b. Does the system have features that would encourage employee compliance with expense reporting policies, such as suspending card usage if expense reports are not submitted on a timely basis?
- c. If an approver rejects or returns an individual transaction to the cardholder, is the reject or return on an individual transaction or on the entire report?
- d. Does the approver have the ability to modify general ledger coding information prior to the approval of the transaction/expense report, or does it need to be sent back to the cardholder for the change to be made?
- e. Can program administrators insert comments into the portal that can be retrieved for audit purposes?

## **7. Cardholder Support**

- a. Discuss any benefits for cardholders (i.e., loss damage waiver and liability insurance on rental cars, accident insurance, emergency card replacement, etc.).
- b. Will telephone customer service for cardholders be staffed for live representative support 24/7/365?
- c. Does your firm offer a virtual card (ghost card) solution for travel booking or travel-related emergencies when a physical card is lost or stolen?

## **8. Dispute Resolution**

- a. Can cardholders dispute transactions online?
- b. Does your commercial card program offer similar protections as consumer cards receive through Visa/MasterCard's "Zero Liability Policy"?
- c. Will losses from unauthorized transactions be deducted from the rebate generated to the organization?
- d. For suspected fraud activity, does the firm offer the ability to send mobile text alerts directly to the cardholder? If yes, can the cardholder respond by texting a reply back to confirm the activity as fraud instead of calling a customer service representative?

## **9. Service Fees**

- a. What is the cost to send monthly paper statements to individual cardholders, if any?
- b. What fee would apply, if any, for expedited (1-2 day) bulk card delivery of initial card order to the Service Authority?

- c. What fee would apply to cardholders that request expedited (1-2 day) card delivery?
- d. Identify any costs for card stock customization.
- e. Identify all other fees/charges associated with your card program.

**10. Integrated Payables**

- a. Provide an overview of the firm’s integrated payables processing capabilities and highlight the benefits of your approach. Include diagrams of file and payment flows for your process.
- b. Summarize your firm’s experience in offering an integrated payables solution that includes virtual card, ACH, Fedwire transfers and check payments:
  - i. How long has your firm offered integrated payables services?
  - ii. How many of your customers currently use your integrated payables processing services?
  - iii. How many of your current integrated payables users are public service authority entities?
  - iv. How many of your clients that use your integrated payables solution integrate with JD Edwards?
- c. Can your firm’s integrated payables platform accept and process a single file for containing the following disbursement types:

Yes / No	
<b>Virtual card payments</b>	
<b>ACH payments to businesses/suppliers</b>	
<b>ACH payments to consumers</b>	
<b>Wire transfers</b>	
<b>Outsourced Check Printing</b>	

- d. Does your firm have an online self-enrollment portal that suppliers can use to provide their bank account information?
  - i. Is the online portal owned and operated by your firm or a third-party?

- ii. Will suppliers be able to update bank routing and account number information using your self-enrollment portal after being initially enrolled?
- iii. Who owns the vendor data entered into the online portal; the firm or the Service Authority?
- iv. Is there a minimum spend amount required for a supplier to be eligible to use the online self-enrollment portal?

## **11. Virtual Card**

- a. Provide an overview of the firm's virtual card processing capabilities and highlight the benefits of your approach.
- b. Describe the solutions offered for cardless payment transactions settled through card association networks.
  - i. Do you offer a ghost card?
  - ii. Do you offer single-use accounts?
- c. Payment Authorization Emails
  - i. Provide an example of the payment authorization correspondence sent to suppliers.
  - ii. Can the body of the email be customized by the Service Authority?
  - iii. Does the email contain the full 16-digit merchant card number? If not, what identifying information is provided?
  - iv. How are email addresses for suppliers verified prior to sending the first notice of payment? How are bounce back emails managed for resolution?
- d. Do you offer a portal for suppliers to retrieve virtual card payment notices and instructions?
- e. Remittance Details
  - i. How can the firm deliver remittance details (i.e., invoice information) to suppliers for payments made by virtual cards?
  - ii. Is there an additional fee to either the Service Authority or the suppliers for providing remittance details to suppliers?
- f. If a supplier does not process a virtual card payment, after how many days does the authorization "expire" and can no longer be used?

- i. Can the Service Authority extend the expiration date of the prior virtual card payment, or will a new virtual card payment need to be initiated?
    - ii. Before the authorization expires, does your system send an automated reminder notice to the suppliers informing them that they have a payment that has not been processed?
    - iii. How will the Service Authority be notified if a supplier does not process a card payment?
  - g. Can suppliers be restricted to processing only the exact amount authorized on the card (i.e., no partial payments or combined payments)?
  - h. Do you offer a Buyer Initiated Payment (push pay) Program?
    - i. If so, provide an explanation of how this service operates.
    - ii. Does the same rebate apply for buyer-initiated payments (push pay) and payments initiated by suppliers (pull pay)?
    - iii. If not, provide details on the different rebate schedules.
  - i. Payment Instruction Files for Virtual Cards
    - i. What methods do you offer for the Service Authority to transmit supplier payment instructions to the firm?
    - ii. Does the firm provide an acknowledgement of the receipt of a payment instruction file? What information is contained in the receipt (i.e., number of payments, dollar amount of payments, etc.)?
    - iii. In the event of disruptions to the Service Authority's ability to transmit payment files, what business continuity options does the firm offer?
  - j. Supplier Outreach for Payment by Virtual Card
    - i. Do you provide supplier outreach services to encourage acceptance of payment by virtual card?
    - ii. Who makes outbound phone calls to suppliers (i.e., employees of your firm or a third-party)?
    - iii. How many employees are dedicated to supplier outreach?
    - iv. How often would you recommend contacting suppliers who initially chose not to accept payment by card for the Service Authority's virtual card program?

- v. For suppliers unwilling to accept virtual card payments, can your outreach team encourage them to accept payments by ACH as an alternative to checks?

## **12. Rebate Schedule (Purchasing Card and Virtual Card)**

- a. Provide a rebate schedule for spend levels up to \$50 million.
  - i. Is the spend for purchasing cards and virtual cards combined for calculating rebates?
- b. How can the Service Authority receive billing statements (i.e., e-mail, online, paper statements)?
- c. What billing/payment cycles do you offer?
- d. What are the payment terms from “statement date”?
- e. Identify any exceptions to the rebate schedule (i.e., large dollar items or discounted rate interchange programs).
  - i. If there are exceptions, specifically define what constitutes a "large dollar", “large ticket” or discounted rate interchange item.
- f. What is the proposed rebate on large ticket or discounted interchange program items?
- g. Is the spend on large ticket and discounted interchange rate items included in the total spend volume for the purpose of placement in volume tiers on the rebate schedule?
- h. Do you offer a speed of pay incentive? If so, how is speed of payment incentive calculated?
- i. What other factors, such as average transaction size, etc., affect the rebate amount.
- j. What is the minimum spend volume required for the Service Authority to be eligible to receive a rebate?

## **F. CONTROL**

1. Describe the firm’s security environment. Specifically cover the physical and digital security and software safeguards that you have put in place to control access to funds transfer systems and client account information for each service.
2. Describe the firm’s security procedures for its information reporting system, both for access and information protection (e.g., RSA tokens, secure certification, soft tokens etc.).



3. Describe the backup and recovery capabilities in the event the proposed systems are unavailable. Who would the Service Authority 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 process and procedures for providing notification of technology changes, such as file content/structure, and new/modified data availability reporting changes to the Service Authority.
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. Describe the firm's procedures for complying with the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) regulations. When was the last time an independent test of the firm's OFAC program was conducted by internal audit, outside auditors, consultants, or other qualified independent party?
9. Include a copy of the firm's most recent reports issued in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 18 for any processes or systems relevant to the services proposed by the firm, under this RFP.
10. Describe the firm's Contingency and Disaster Recovery Plan. Provide an electronic copy of the Plan via website or flash drive.

#### **G. IMPLEMENTATION/CONVERSION**

1. Provide a detailed conversion plan for transitioning each of the proposed services to your firm. Include the estimated length of time for the transition and the amount of effort required by the Service Authority's staff.
2. Who will be responsible for coordinating the transition? If a conversion team is used, how will the Service Authority's account be transitioned to the ongoing client service team?
3. During the transition, how many in-person implementation meetings are typically scheduled? How many are you willing to commit to for this relationship?
4. Indicate the firm's plans for initial and ongoing education and training of Service Authority employees in the use of your firm's systems.

5. Does the firm offer any file translation service that would allow the Service Authority to send a file in its preferred/standard format and the firm reformats the file, if necessary, for processing?
6. Will the firm provide a secure testing site for testing of the Service Authority's files and ERP applications?
  - a. Describe your process for setting up secure test and production environments and working with clients to conduct testing during and after implementation (as needed).
  - b. In setting up the testing and production environment, will your firm share a reference guide to indicate where specific files should go?

#### **H. NEW SERVICES & IDEAS**

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

#### **I. SAMPLE CONTRACT**

1. Provide a sample of the proposed contract for your firm's services. Provide samples of all other documents which will need to be signed/entered into related to the provision of the services requested in this RFP including any documents referenced or incorporated into the contracts/agreements.

**ATTACHMENT B      PRICING**

<b>Pricing Response Form</b>				
<b>Service Description</b>		<b>Average Monthly Volume</b>	<b>Proposed Unit Cost</b>	<b>Total Monthly Cost</b>
<b>GENERAL ACCOUNT SERVICES</b>				
01 0000	Account Maintenance	2	\$	\$
01 0020	ZBA Master Maintenance	1	\$	\$
01 0021	ZBA Sub Maintenance	1	\$	\$
01 0100	Debits Posted	424	\$	\$
01 0610	Check Deposit Adjustment	1	\$	\$
01 0102	Online Bank Transfer	1	\$	\$
<b>Subtotal</b>				\$
<b>DEPOSITORY SERVICES</b>				
10 0416	Online Return Item Subscription - per Account	4	\$	\$
10 0416	Online Return Item Subscription - per Item	29	\$	\$
10 0430	Online Return Item Subscription - Optional Details	30	\$	\$
10 0015	Miscellaneous Credits Posted	21	\$	\$
10 0006	Branch Deposit	1	\$	\$
10 0144	Vault Order - Coin Rolls	9	\$	\$
10 0141	Vault Order - Automated	2	\$	\$
10 0199	Vault Deposit - Currency and Coin per \$1	37,341	\$	\$
10 0701	Vault Transaction Recap Report - Email	1	\$	\$
10 0148	Vault Currency Furnished - Non-Standard	27	\$	\$
10 0199	Vault Currency Furnished	109	\$	\$
10 0225	Deposited Check (Branch/Vault)	1	\$	\$
10 0225	Deposited Check (Third Party Lockbox Provider)	11,269	\$	\$
10 0100	Vault Cash Only or Check Only Deposit	23	\$	\$
10 0400	Return Item - Chargeback		\$	\$

		16		
10 0416	Online Return Item Retrieval - per Image Retrieved	17	\$	\$
10 0416	Online Return Item Service Maintenance	2	\$	\$
10 0402	Return Item Redeposited	9	\$	\$
<b>Subtotal</b>				\$
<b>REMOTE DEPOSIT CAPTURE SERVICES</b>				
40 0231	Remote Deposit Capture Report per Item	283	\$	\$
40 0003	Remote Deposit Capture Maintenance	1	\$	\$
10 0224	Remote Deposit Capture - Deposited Item	1,022	\$	\$
10 0230	Remote Deposit Capture - Deposit Adjustment	1	\$	\$
01 0101	Remote Deposit Capture - per Deposit Credited	70	\$	\$
15 1352	Remote Deposit Capture - per Image Retrieved	1	\$	\$
<b>Subtotal</b>				\$
<b>PAPER DISBURSEMENT SERVICES</b>				
15 0724	Positive Pay Exception - Online Image	1	\$	\$
15 0410	Stop Payment - Online	25	\$	\$
15 1352	Online Image View < 90 Days - per Item Viewed	47	\$	\$
15 1352	Online Image View > 90 Days - per Item Viewed	29	\$	\$
15 0310	Positive Pay Checks Paid with No Issue Record	1	\$	\$
15 0000	Controlled Disbursement Account Maintenance	1	\$	\$
15 0700	Online Controlled Disbursement Base	1	\$	\$
15 0110	Controlled Disbursement Checks Paid	324	\$	\$
01 0101	Controlled Disbursement Credits Posted	21	\$	\$
15 0220	Controlled Disbursement Cashed Check - Float Fee	1	\$	\$
15 0030	Same-Day Positive Pay Maintenance	1	\$	\$
15 0310	Same Day Positive Pay - Exception Item	1	\$	\$
15 0129	Same Day Positive Pay - Return Item	1	\$	\$

15 0122	Payee Positive Pay Monthly Maintenance (New)	1	\$	\$
15 0122	Payee Positive Pay Per Item (New)	324	\$	\$
15 0500	Check Cashed for Non-Account Holder	2	\$	\$
15 0412	Stop Payment - Automatic Renewal	85	\$	\$
<b>Subtotal</b>				\$
<b>PAPER DISBURSEMENT RECON SERVICES</b>				
20 0306	Online ARP Statements & Reports Monthly Base	1	\$	\$
20 0010	Full Reconciliation Maintenance	1	\$	\$
20 0201	Full Reconciliation per Item	370	\$	\$
20 0306	ARP Optional Reports	1	\$	\$
20 9999	ARP Outstanding Issue Records on File - per Item	2,292	\$	\$
<b>Subtotal</b>				\$
<b>GENERAL ACH SERVICES</b>				
25 0703	ACH Online Subscription - per Account	8	\$	\$
25 0703	ACH Online Subscription - per Item	2	\$	\$
25 0201	Electronic Credits Posted	220	\$	\$
25 0400	Online ACH Return Subscription - per Account	4	\$	\$
25 0400	Online ACH Return Subscription - per Item	236	\$	\$
25 0000	ACH Maintenance	1	\$	\$
25 0102	ACH Item Originated	8,505	\$	\$
25 0102	ACH Item Originated - Same Day	1,413	\$	\$
25 0501	ACH Transmission - per Transmission	21	\$	\$
25 0120	ACH Originated Addenda Record	386	\$	\$
25 0202	ACH Received Item	519	\$	\$
25 0220	ACH Received Addenda	188	\$	\$
25 0302	ACH Return Item - Electronic	17	\$	\$
25 0302	ACH Return Admin - Electronic	16	\$	\$
25 0312	ACH Return Unauthorized - Electronic	1	\$	\$

25 0312	ACH Return Unauthorized - Quality Fee	1	\$	\$
25 0000	Online ACH Maintenance	3	\$	\$
25 0102	ACH Item Originated Online	662	\$	\$
25 0102	ACH Item Originated Online - Same Day	1	\$	\$
25 0500	ACH Online Batch Release - per Batch	19	\$	\$
25 1010	ACH Authorization Investigation	1	\$	\$
25 1050	ACH Online Fraud Filter Review Maintenance	3	\$	\$
25 1053	ACH Online Fraud Filter Review - per Item	1	\$	\$
25 1070	ACH NOC - Information Reporting Advice On Us	26	\$	\$
25 0302	ACH NOC - Information Reporting Advice Off Us	169	\$	\$
<b>Subtotal</b>				\$
<b>ELOCKBOX SERVICES</b>				
05 9999	eLockbox per Item	21,988	\$	\$
05 0030	eLockbox Monthly Maintenance	1	\$	\$
05 0030	eLockbox Reporting Package Monthly Base	1	\$	\$
05 0030	eLockbox Daily Detail Report Monthly Base	1	\$	\$
05 0311	eLockbox Daily Detail Report per Page	433	\$	\$
30 0200	eLockbox per Transmission Fee	21	\$	\$
05 9999	eLockbox Manual Return	6	\$	\$
<b>Subtotal</b>				\$
<b>WIRE &amp; OTHER FUNDS TRANSFER SERVICE</b>				
35 0560	Wire Investigation	1	\$	\$
35 0300	Incoming Domestic Wire	7	\$	\$
35 0300	Incoming Drawdown Wire	3	\$	\$
35 0100	Outgoing Domestic Wire	4	\$	\$
<b>Subtotal</b>				\$
<b>INFORMATION SERVICES</b>				
40 0052	Online Previous Day Reporting Maintenance	5	\$	\$

40 0271	Online Previous Day Reporting Items Loaded	1,044	\$	\$
40 0002	BAI Monthly Base	1	\$	\$
40 0221	BAI Transactions Reported	1,044	\$	\$
40 0055	Online Current Reporting Maintenance	4	\$	\$
40 0274	Online Current Day Items Reported	77	\$	\$
40 0340	Online Search (per 100 search items)	44	\$	\$
40 022Z	Event Messaging Service - Email	290	\$	\$
40 0003	Online Wire Transfer Report Monthly Base	4	\$	\$
40 005Z	Online Basic Banking Maintenance	1	\$	\$
40 005Z	Online Basic Banking Maintenance - Additional Account	1	\$	\$
<b>Subtotal</b>				\$
<b>TOTAL ANNUAL COST: \$</b>				
<b>OTHER POTENTIAL NEW SERVICES</b>				
<b>OUTSOURCED CHECK PRINTING - NEW SERVICE</b>				
	Check Print Setup - One Time Fee	TBD	\$	\$
	Check Printing Monthly Base	TBD	\$	\$
	Check Printing Online Reporting (per month/relationship fee)	TBD	\$	\$
	Check Printing Per Check - Next Day	TBD	\$	\$
	Check Printing Per Check - Same Day	TBD	\$	\$
	Check Printing Per Check - Additional Page Next Day	TBD	\$	\$
	Check Printing Per Check - Additional Page Same Day	TBD	\$	\$
	Check Printing - Print of Client Supplied PDF Image	TBD	\$	\$
	Check Printing - Envelope	TBD	\$	\$
	Check Printing - Postage	TBD	\$	\$
	Check Printing - Zip Code Sort	TBD	\$	\$
	Check Printing - Expedited Mail	TBD	\$	\$
	Check Printing Reject Repair Duplicate	TBD	\$	\$
	Check Printing Email Secondary Approver	TBD	\$	\$
	Check Printing Package Preparation (sent to client)	TBD	\$	\$
	Check Printing Instruction File Transmission	TBD	\$	\$

	Check Printing Exception Pulls	TBD	\$	\$
<b>OTHER POTENTIAL NEW SERVICES</b>				
	Account Validation Service - Monthly Maintenance	TBD	\$	\$
	Account Validation Service - Per Query (Account Status)	TBD	\$	\$
	Account Validation Service - Per Query (Owner Authentication)	TBD	\$	\$
<b>ADDITIONAL SERVICES NECESSARY TO MEET CORE RFP REQUIREMENTS</b> <i>Provide estimated volumes for each required service</i>				
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
<b>OPTIONAL SERVICES PROPOSED</b>				
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$



**ATTACHMENT C      REQUIRED INSURANCE LIMITS**

Insurance Coverages and Limits:

<b>Coverage Required</b>		<b>Minimum Limits</b>
1.	Workers' Compensation and Employers' Liability:	Statutory Limits of the Commonwealth of VA:
	Admitted in Virginia	Yes
	Employers' Liability	\$500,000
	All State Endorsement	Statutory
2.	General Liability	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
	Contractual Liability	
	Personal Injury	
3.	Automobile Liability	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
	Owned, Hired & Non-Owned	
	Personal Injury	
4.	Service Authority named as additional insured on General Liability Policies (This coverage is primary to all other coverage the Service Authority may possess.)	
5.	30 Day cancellation notice required.	
6.	Best's Guide Rating	A-:VII or Better, or Equiv.
7.	The Certificate must state Contract No. SA 2318	

**ATTACHMENT D SAMPLE CONTRACT AGREEMENT**

**CONTRACT/AGREEMENT**

**AGREEMENT NUMBER:** SA 2318

**SUBJECT:** Banking Services

**BY AND BETWEEN:**

**Service Authority:**

PRINCE WILLIAM COUNTY SERVICE AUTHORITY  
4 COUNTY COMPLEX COURT  
WOODBIDGE, VIRGINIA 22192  
T: (703) 335-8925 / F: (703) 335-7954

**And the Contractor:**

**XYZ Company**

**Address**

**Address**

Telephone: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED]

Contact Person: [REDACTED]

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BANKING SERVICES  
AGREEMENT SA 2318

Between

**THE PRINCE WILLIAM COUNTY SERVICE AUTHORITY**

And

**XYZ COMPANY**

For

THIS Banking Services Agreement (hereinafter referred to as Banking Services Agreement” is made between the Prince William County Service Authority, (hereinafter referred to as “Service Authority”), AND

XYZ Company authorized to do business in the State of Virginia, (hereinafter referred to as “Contractor”), whose place of business is [Insert Address].

WHEREAS, the Service Authority solicited proposals from qualified contractors on [Insert Date of RFP Release], pursuant to Service Authority RFP SA 2318. Contractor submitted a response to the RFP dated [Insert Date of Response Submittal]. Based upon the representations of Contractor in the Response to RFP, which representations the Service Authority has relied upon, the Service Authority selected the Contractor to provide said continuing Banking Services for the Service Authority; and

WHEREAS, the Contractor is willing and able to perform such Banking Services for the Service Authority within the basic terms and conditions set forth in this Agreement; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Service Authority and Contractor agree as follows:

## SECTION 1 DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Banking Services Agreement and apply unless the context indicates a different meaning:

### A. Standard Definitions:

1. **Administrative Contracting Officer (ACO):** The Service Authority representative who manages actions that must be taken to assure full compliance with all of the terms and conditions contained within the resulting Contract Document, including price.
2. **Change Order:** A written order to the Contractor executed by the Service Authority, issued after execution of an agreement, authorizing and directing an addition, deletion or revision in the Work or an adjustment in the Contract Price or Contract Times.
3. **Contract/Agreement:** When used as a proper noun and capitalized the term “Contract” shall mean: The solicitation’s ensuing agreement obligating the Contractor to furnish the goods and/or services promised in exchange for payment from the Service Authority. (When used as a common noun with lower case the term “contract” shall mean: a mutually binding legal agreement between two (2) or more parties.).
4. **Contract Document(s):** Documents which establish the rights and obligations of the Contractor and Service Authority and include: The signed Contract, Addenda (which pertain to the resulting Contract Documents), the Notice to Proceed, together with all written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer’s written interpretations and clarifications issued on or after the Effective Date of the resulting contract.
5. **Contracting Officer Representative (COR) also referred to as Service Authority Project Manager:** the representative of the ACO responsible for the inspection and approval or disapproval of all deliverables and payment of invoices under Authority Contracts. Designation as a COR does not convey authority to execute Contracts or Change Orders.
6. **Contractor:** The successful Offeror with whom a contract is executed pursuant to this RFP.
7. **Contractor’s Project Manager:** The Contractor’s person responsible for the Work.
8. **Day(s):** Calendar days, unless otherwise specified.
9. **Deliverable(s):** All electronic and/or physical items, products, reports, studies, calculations, plans, drawings, surveys, maps, models, photographs, and specifications, the Contractor must deliver to the Service Authority, at a specified date(s), and meeting the criteria defined in this Banking Services Agreement and/or all other subsequent task and sub-task agreement pursuant to this Banking Services Agreement.
10. **Defective Work:** The word “Defective”, when modifying the word “Work”, refers to work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to

Contracting Officer Representative's recommendation of final payment (unless responsibility for the protection thereof has been assumed by the Service Authority).

11. **Dollar "\$"**: United States of America dollars.
12. **Effective Date of the Contract/Agreement**: The date this Contract/Agreement becomes effective as documented by the Service Authority on the signature page of the Contract/Agreement.
13. **Field Order**: A written order issued by the Contractor which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
14. **Final Payment**: Payment made by the Service Authority for completed services and representing the balance of the Service Authority's financial obligation for a specified project.
15. **Hourly Rate**: The rate specified in the Agreement for the individual employee and employee category on a specific project. The rates are as specified in the attached EXHIBIT B, Compensation and Labor Costs.
16. **Intellectual Property Rights**: All of Contractor's right, title, and interest under and to all trademarks, service marks, copyrights, know-how, trade secrets, curricula, text books, reference material, tests, online course material and programming, computer programs, sound files, technology, software, techniques, methods, ideas, and processes incorporated into or delivered in the course of performing the Work and all other forms of intellectual property rights and protections throughout the world, whether delivered via USB, Internet download, or other media, relating to Contractor and the materials and all future modifications, refinements, and improvements thereto, and any divisions, reissues, continuations in part, and extensions of the foregoing now or hereafter owned by Contractor or under which Contractor now has the rights.
17. **Key Person (Key Personnel)**: As listed in Section 4.40, the designated person or persons employed by the Contractor or Subcontractor, whose individual action or inaction can impact the timely accomplishment of the Work.
18. **Lump Sum**: A method of payment to the Contractor for a fixed sum amount, which constitutes Total Compensation to the Contractor for the performance by the Contractor of the Work stated in Banking Services Agreement.
19. **Materials**: All information, works of authorship, programs, systems, processes, methodologies, techniques, concepts, tools, analytical approaches, data, database models and designs, discoveries, inventions, ideas, and materials related thereto (whether patentable or not), including all documentation, technical information or data, specifications and designs and any changes, improvements, or modifications thereto or derivatives of any of the foregoing.
20. **Notice to Proceed (or Notice of Commencement)**: A written notice issued by the Owner to the Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
21. **Prince William County Service Authority (Service Authority)**: Public utility chartered by the Prince William County Board of County Supervisors.
22. **Procurement Officer**: A delegate of the Purchasing Manager.



23. **Purchasing Manager:** The Service Authority person that has been legally authorized and responsible to enter into, administer, terminate and otherwise manage contracts subject to any approval thresholds that may be established by the Service Authority's General Manager and Board of Directors.
24. **Specifications:** That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
25. **Subcontractor:** An entity having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work.
26. **Total Compensation:** The total amount of compensation payable to Contractor for work under this Agreement.
27. **Work, Work Product or Works Made for Hire:** The entire services or the various separately identifiable parts thereof required to be provided by Contractor under this Agreement. Work Product or Works Made for Hire as provided as a deliverable under this Agreement shall be owned by the Service Authority with the exception of pre-existing Contractor Intellectual Property Rights as defined herein.
28. The terms "**in writing**" and "**written**" mean documents permanently inscribed or printed on paper, submitted by facsimile (fax), or submitted by e-mail, unless otherwise specified.

## SECTION 2 SCOPE OF SERVICES

- A. The Contractor shall provide services, as specified in this Agreement, to the Service Authority as described in Exhibit A, Scope of Work.
- B. The Contractor hereby represents to the Service Authority, with full knowledge that the Service Authority is relying upon these representations when entering into this Agreement with the Contractor, that the Contractor has the professional expertise, experience and manpower to perform the services in a manner consistent with the standard of care in the industry.
- C. The Service Authority may request changes that would increase, decrease, or otherwise modify the Scope of Work. Such changes must be contained in a written Change Order or Modification executed by the parties authorizing and directing an addition, deletion or revision in the Work or an adjustment in the compensation and/or schedule, in accordance with the provisions outlined in Section 4.20 of this Agreement.
- D. The Service Authority may, at its sole discretion, solicit Proposals from other entities for services for any Project or other work outlined in **Error! Reference source not found.**, Scope of Work, of this Banking Services Agreement.
- E. Contract Documents: The Service Authority shall use Uniform Contract Documents as binding Contract Documents (Contract Agreements, Exhibits, RFPs/IFBs, etc.), which are under ownership of the Service Authority. No changes to the Service Authority Uniform Contract Documents are permitted without the express written consent of the

Service Authority. Any changes made without the Service Authority consent is strictly prohibited and considered null and void.

## **SECTION 3 SPECIAL TERMS AND CONDITIONS**

### **3.1 Compensation Billing and Payment**

- A. The Service Authority agrees to pay the Contractor compensation for the Work provided for in this Banking Services Agreement as outlined in EXHIBIT B, Compensation and Labor Costs.
- B. If Service Authority requests Contractor to incur expenses not contemplated, Contractor shall notify the Service Authority in writing and obtain Service Authority approval in writing prior to incurring such expenses.
- C. Invoices (or Applications for Payment) must contain sufficient information for the Service Authority to verify that the work was performed in accordance with this Contract. The Contractor shall submit documentation with each invoice as detailed in EXHIBIT D, Invoicing Procedures.

### **3.2 Contract Term Renewal and Price Adjustments**

- A. Term of Agreement: This Banking Services Agreement shall commence on the date this instrument is fully executed by all parties and shall expire after one (1) year(s), unless and until terminated pursuant to the terms and conditions herein.
- B. The Service Authority reserves the right to renew this Banking Services Agreement for four (4) additional one (1)-year periods under the same terms and conditions, contingent upon successful performance of the Contractor and subject to mutual agreement.
- C. The Service Authority will notify the Contractor in writing ninety (90) days prior to the expiration of the Banking Services Agreement, or any extension thereof, of the Service Authority's intention. If the Service Authority elects to extend the Agreement, the Contractor shall immediately respond as to whether the contract extension is acceptable. Such extension shall be executed within thirty (30) Days of the Service Authority's original notice.
- D. Price Adjustments Negotiated Based on Changes in Contractor's costs:

If the Service Authority elects to exercise the option to renew the contract for an additional one (1)-year period, the contract price(s) for the additional one (1) year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the category of Washington-Arlington-Alexandria, DC-VA-MD-WV, all urban consumers, all items section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available.

Price adjustments, as approved by the Service Authority, shall become effective on the anniversary (annual renewal) date of each contract year as agreed upon by both parties via a fully executed Contract Modification. The Contractor shall bill on new approved rates from the effective date onwards. Retroactive rate adjustments are not allowed under this Agreement.

The Service Authority reserves the right to unilaterally extend an existing contract to allow for continuation of work through completion, even if a new contract has not been placed into effect.

### **3.3 Availability of Service Authority's Personnel**

Upon a reasonable request, the Service Authority will make its personnel, including appropriate professional personnel, administrative personnel and other employees, available for consultation in order to perform its obligations under the Contract.

### **3.4 Stop-Work / Suspension of Work**

- A. The Service Authority may, at its sole option, decide to suspend or stop the Contractor's performance of the services required under the contract. When, and if such action is considered, the Service Authority shall notify the Contractor of its decision in writing. The order shall be specifically identified as a stop-work order under this article. Upon receipt of the stop-work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop-work order during the period of suspension.
- B. Upon receipt of any such notice, and unless the stop-work notice directs otherwise, the Contractor shall:
  - 1. Immediately discontinue performing any services on the date and to the extent specified in the stop-work order;
  - 2. Place no further orders, contracts or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the stop-work notice;
  - 3. Promptly make every reasonable effort to obtain suspension upon terms satisfactory to the Service Authority, of all orders, subcontracts, and rental agreements to the extent they relate to performance of work suspended; and
  - 4. Continue to protect and maintain the work including those portions on which performance has been suspended.
- C. As full compensation for such suspension, the Contractor shall be reimbursed for the following documented costs, reasonably incurred, without duplication of any item, to the extent that such costs directly result from such suspension of performance:
  - 1. All reasonable costs associated with the mobilization and demobilization of the Contractor's workforce and equipment.
  - 2. An equitable amount to reimburse the Contractor for the cost of maintaining and protecting that portion of the work that has been suspended.

- D. If, as a result of any such suspension, the cost to the Contractor of subsequently performing the service is increased or decreased, the Service Authority may consider making an equitable adjustment in accordance with Section 4.23 Disputes and Claims.
- E. The Contractor may suspend the Work or terminate the [REDACTED] Agreement for the Service Authority's delay in payment, other than payments in dispute, beyond sixty (60) Days.
- F. The Service Authority shall notify the Contractor in writing when the stop work has been lifted. The Service Authority shall provide in writing an effective date to resume work.

### **3.5 Access (Equipment)**

The Service Authority agrees to permit the Contractor's authorized personnel access to the Service Authority's [specify] equipment at such times and for such purposes as reasonably necessary to permit the Contractor to perform its obligations under the Contract.

### **3.6 Access (Facilities)**

The Service Authority agrees to permit the Contractor's authorized personnel access to the Service Authority's [specify] facility / facilities at such times and for such purposes as reasonably necessary to permit the Contractor to perform its obligations under the Contractor.

### **3.7 Not Used.**

### **3.8 Not Used.**

### **3.9 Contractor's Personnel**

The presence or duties of the Contractor's personnel at a work site, whether as onsite representatives or otherwise, do not make the Contractor or the Contractor's personnel in any way responsible for those duties that belong to the Service Authority and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health and safety precautions required by such construction work.

The Contractor and the Contractor's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the Contractor's own personnel.

### **3.10 Environmental Violations**

For all contracts and subcontracts in excess of \$100,000.00, the Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the EPA List for Violating Facilities.

### **3.11 Intellectual Property Indemnity**

- A. The Contractor warrants that products and/or services sold to the Service Authority by the Contractor and the use thereof do not infringe or violate any patent, copyright, trademark, mask work, trade secret, or any intellectual property of a third party. The Contractor shall indemnify, defend, settle on behalf of, and hold harmless Service Authority from and against any and all demands, claims, proceedings, actions, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees, other expenses for investigation, handling, and litigation, and settlement or judgment amount) asserted against or incurred by the Service Authority, by reason of, resulting from, or arising in connection with any breach of this section.
- B. The Service Authority shall promptly notify the Contractor of any claim regarding indemnification and give information and assistance reasonably requested by the Contractor and the Contractor is given sole authority to defend or settle such claim. If a court or a settlement enjoins the use of such products and/or services, the Contractor shall, at its own expense and at the Service Authority's option, obtain for the Service Authority either the right to continue using such products and/or services, replace same with a non-infringing product and/or service, modify same so it becomes non-infringing, or refund the value of such products and/or services and accept return for same.
- C. The Contractor shall have no liability to the Service Authority with respect to any infringement of patent, copyright, trademark, or other intellectual property rights, resulting from the Contractor's compliance with the Service Authority's proprietary design, specification, or instructions, from the Service Authority's modification of such product without disclosure to the Contractor, or the Service Authority's use of such product with any product and/or service not supplied by the Contractor (except as specified by the Contractor).

### **3.12 Rider Clause**

The Contract may be extended, with the authorization of the Contractor, to other public bodies, public agencies, or institutions of the United States to permit their use of the Contract at the same prices and/or discounts and terms and conditions of the Contract. The Contractor shall deal directly with public bodies utilizing the Contract concerning issuance of purchase orders, contractual disputes, invoicing and payment. Prince William County Service Authority acts only as the "Contracting Agent" for these public bodies.

It is the Contractor's responsibility to notify public bodies of the availability of the Contract. Other public bodies desiring to use the Contract shall make their own legal determination as to whether the use of the Contract is inconsistent with their laws, regulations, and other policies. Other public bodies if mutually agreed may add terms and conditions required by their statute, ordinances, and regulations, to the extent that they do not conflict with the Contract's terms and conditions.

Prince William County Service Authority shall not be held liable for any costs or damages incurred by other public bodies as a result of any contract extended to other public bodies by the Contractor.

## **SECTION 4 GENERAL PROVISIONS**

### **4.1 Independent Contractor**

- A. The Contractor shall be acting as an independent Contractor and will not be considered or deemed to be an agent, employee, joint venture, or partner of the Service Authority. The Contractor will have no authority to contract for or bind the Service Authority in any manner and shall not represent itself as an agent of the Service Authority or as otherwise authorized to act for or on behalf of the Service Authority.
- B. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Banking Services Agreement shall be those of the Contractor.
- C. The Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for them to solicit or secure a contract / agreement with the Service Authority and that they have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from this Agreement. In the event the Contractor violates this provision, the Service Authority shall have the right to terminate this Banking Services Agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- D. The Service Authority may require, in writing, that the Contractor remove from the work site any employee the Service Authority deems incompetent, careless, or otherwise objectionable.
- E. The Contractor will not require any employee to work in unsanitary, hazardous, or dangerous surroundings or working conditions. The Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner.

- F. Immigration Reform and Control Act of 1986. The Contractor certifies to the Prince William County Service Authority that they do not and will not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

#### **4.2 No Assignment of Contract**

- A. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of Service Authority's Purchasing Manager. All assignments of rights are prohibited whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. For purposes of this Section:
  - 1. a "change of control" is deemed an assignment of rights; and,
  - 2. "merger" refers to any merger in which a party participates, regardless of whether it is the surviving or disappearing corporation.
- B. Consequences of Purported Assignment or Delegation. Any purported assignment of rights or delegation of performance in violation of this section will be void.

#### **4.3 Governing Law and Choice of Forum**

This Contract is binding upon the assigns and successors of each party. Except to the extent Federal law is applicable, the interpretation, effect, and validity of this Contract is governed by the laws of the Commonwealth of Virginia.

#### **4.4 Permits, Licenses, Certificates, and Taxes**

- A. The Contractor shall be solely responsible for complying with any applicable Federal, State and Municipal laws, codes and regulations that may be required.
- B. The Service Authority reserves the right to require documentation that Contractor is abiding by the ordinances, regulation, and laws of their community and the Commonwealth of Virginia.
- C. If Contractor is required by any regulatory agency to maintain professional license or certification to provide any product and/or service solicited under this agreement, the Service Authority reserves the right to require documentation of the current license and/or certification at any time during the contract period.
- D. Failure to keep required license and/or certification current and in force for the term of the contract and any extension, will result in the Contractor being deemed in breach of contract and the Service Authority may take any appropriate actions.
- E. The Service Authority is exempt from state sales tax. A Commonwealth of Virginia Sales and Use Tax Certificate of Exemption will be provided upon request.

#### **4.5 Legal Fees (NOT USED)**

#### **4.6 Contractor Must Be Authorized To Transact Business In The Commonwealth**

- A. In accordance with the Virginia Public Procurement Act (VPPA) § 2.2-4311.2 a Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia Title 13.1 or Title 50 or as otherwise required by law.
- B. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, or to be revoked or cancelled at any time during the term of the Contract.
- C. The Service Authority may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

#### **4.7 Indemnification and Hold Harmless**

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Service Authority, its officials and employees from and against third party liability, suits, actions, damages, costs, losses and expenses, including but not limited to reasonable attorneys' fees, expert witness costs and all other reasonable costs and expenses incurred in preparing, negotiating, or prosecuting through trial and appeal any claim, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting there-from, to the proportionate extent caused by, misconduct or negligent acts, errors or omissions of the Contractor, its officials, agents, employees or Subcontractors in the performance of Work under this Banking Services Agreement.
- B. The Service Authority has agreed in this Banking Services Agreement to require all designers and contractors covered from the Banking Services Agreement, to indemnify and hold Contractor harmless to the same extent that the designer or Contractor is obligated to indemnify and hold the Service Authority harmless and also require the designer or contractor to add Contractor as an additional insured on the designer's or contractor's Commercial General Liability and Auto Liability insurance policies applicable to the Work.
- C. The Contractor acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in 4.35, Insurance.
- D. The provisions of this Section shall survive termination, cancellation and expiration of this Banking Services Agreement.



#### **4.8 Disclaimer of Liability**

As a political subdivision of the Commonwealth of Virginia, the Service Authority cannot hold harmless or indemnify any Contractor for any liability whatsoever.

#### **4.9 Nondiscrimination of Contractors**

The Service Authority will not discriminate against any Contractor because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, or any other basis prohibited by state law relating to discrimination in employment or because the Contractor employs ex-offenders, unless the Service Authority has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If this Contract is made with a faith-based organization and an individual who applies for or receives goods, services, or disbursements provided pursuant to the 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/her objection, access to equivalent goods, services, or disbursements from an alternative provider.

#### **4.10 Anti-Discrimination**

- A. The Contractor certifies to the Prince William County Service Authority that it 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 VPPA.
- B. If the Contractor is 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. (§ 2.2-4343.1E of the VPPA).
- C. In every contract over \$10,000 the provisions below apply.

During the performance of the Contract, the Contractor agrees as follows:

- 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements for this section.
- D. The Contractor will include the provisions of subsection C above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Subcontractor or Vendor.

#### **4.11 Ethics in Public Contracting**

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the VPPA, Sections 2.2-4367 through 2.2-4377, VA Code An., and that all amounts received by it, pursuant to this procurement, are proper and in accordance therewith.

#### **4.12 Drug-Free Workplace To Be Maintained By Contractor For Contracts Over \$10,000**

The Contractor, during the performance of this Contract, agrees to:

- A. Provide a drug-free workplace for its employees.
- B. 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.
- C. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
- D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

For the purpose of this section, "drug-free workplace" means a site for the performance of Work done by the Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the Contract.

#### **4.13 Terminations**

- A. Termination for Default

Each term and condition is material and any breach or default by the Contractor in the performance of each such term and condition shall be considered a material breach or default of

the entire Contract for which the Service Authority shall have the right to terminate the Contract immediately, without penalty or liability.

1. The Service Authority's Administrative Contracting Officer shall notify, in writing, the Contractor of deficiencies or default in the performance of its duties under the Contract and the Contractor shall have fifteen (15) Days to correct same or to request, in writing, a hearing. The Purchasing Manager shall hear and act upon same within thirty (30) Days from receipt of said request and shall notify the Contractor of said action. The action by the Purchasing Manager shall be either to confirm, in whole or in part, the specified deficiencies or default, or to relieve the Contractor of responsibilities for said deficiencies or default, or find that there are no deficiencies or default, or such action as deemed necessary in the judgment of the Purchasing Manager. Failure of the Contractor to remedy said specified items of deficiency or default in the notice by either the Service Authority's Administrative Contracting Officer or by the decision of the Purchasing Manager, whichever is applicable, within fifteen (15) Days of receipt of such notice of such decisions, shall result in the termination of the Contract, and the Service Authority shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Contract. In such event, the Contractor shall have the right to seek a judicial review of such action within thirty (30) Days of same. The Contractor shall not be found in default for events arising due to Causes of Delay (see Section **Error! Reference source not found.**).
2. In the event the Contractor abandons this Banking Services Agreement or is terminated for default by the Service Authority, the Contractor shall be liable to the Service Authority against any damages incurred pertaining to such termination.
3. In the event that the Contractor is terminated by the Service Authority for default and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under 4.13.C and the provisions in 4.13.C shall govern.
4. In addition, any of the following shall constitute a default for which the Service Authority shall have the right to terminate the Contract immediately, without penalty or liability:
  - a) Contractor failure to make prompt payment to Subcontractor or Suppliers pursuant to the Contract requirements, including but not limited to any applicable provisions of the VPPA, Va. Code Ann. Section 2.2-4300 et seq.
  - b) The Contractor is dissolved, becomes insolvent, generally fails to pay or admits in writing its inability generally to pay its debts as they become due.
  - c) The Contractor makes a general assignment, arrangement or composition agreement with or for the benefit of its creditors or makes, or sends notice of any intended, bulk sale; the sale, assignment, transfer or delivery of all or substantially all of the assets of Contractor to a third party; or the cessation by Borrower as a going business concern.

- d) The Contractor files a petition in bankruptcy or institutes any action under federal or state law for the relief of debtors or seeks or consents to the appointment of an administrator, receiver, custodian or similar official for the wind up of its business (or has such a petition or action filed against it and such petition action or appointment is not dismissed or stayed within 45 Days).
- e) The reorganization, merger, consolidation, liquidation, suspension of business operations or dissolution of the Contractor (or the making of any agreement therefor).

#### B. Termination for Non-Allocation of Funds

If the Service Authority does not allocate funds for any succeeding fiscal year subsequent to the one in which a contract is entered into, then the Service Authority may terminate the Contract upon thirty (30) Days prior written notice to the Contractor. The Service Authority shall be responsible only for work performed through the date of termination.

#### C. Termination for Convenience of the Service Authority

1. The Contractor and the Service Authority agree that the Service Authority has the sole right to terminate any contract, or any Work or delivery required thereunder, from time to time either in whole or in part, whenever the General Manager of the Service Authority shall determine that such termination is in the best interests of the Service Authority.
2. Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the Service Authority General Manager or designee, mailed or delivered to the Contractor, and specifically setting forth the effective date and conditions of the termination.
3. Upon receipt of such notice, the Contractor shall:
  - a) Cease any further deliveries or Work due under the Contract, on the date, and to the extent, which shall be specified in the notice; and
  - b) Place no further orders with any Subcontractor except as may be necessary to perform that portion of the Contract not subject to the Notice of Termination; and
  - c) Terminate all subcontracts except those made with respect to contract performance not subject to the notice; and
  - d) Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Service Authority's Purchasing Manager; and

- e) Use all reasonable efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.
4. After complying with the foregoing provisions, the Contractor shall submit a termination claim within six (6) months after the effective date of its termination, unless an extension is granted by the Service Authority's Purchasing Manager.
5. The Service Authority's Purchasing Manager, with the approval of the Service Authority's signatory to the Contract, shall pay all reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.
6. In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Service Authority's Purchasing Manager shall pay to the Contractor the amounts in accordance with 4.13.C.7, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause.
7. For all contract performance prior to the effective date of Notice of Termination, the total of:
  - a) Cost of work performed or goods delivered and accepted by the Service Authority.
  - b) The cost of settling and paying any reasonable claims as provided in this section.
  - c) A sum as profit on the cost of work performed or goods delivered determined by the Service Authority's Purchasing Manager to be fair and reasonable.
  - d) The total sum to be paid shall not exceed the total contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of work or supplies not provided.
8. In the event that the Contractor is not satisfied with any payments which the Service Authority's Purchasing Manager shall determine to be due under this clause, the Contractor may appeal any claim to the Board of Directors of the Service Authority in accordance with the Dispute / Claim clause of the Contract.
9. The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that Subcontractor (s) make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the

Contractor from any recovery from the Service Authority whatsoever of loss or damage sustained by a Subcontractor (s) as a consequence of termination for convenience.

#### D. Termination by Mutual Consent

During performance of the Contract, if the Service Authority and the Contractor mutually agree that it would be in the best interests of both parties to agree to terminate the Contract, then fair and reasonable considerations shall be negotiated and the Contract deemed completed.

#### E. Termination for Cause

1. If the Contractor at any time determines the Service Authority to be in material breach of this Agreement, the Contractor shall provide notice of claim to the Service Authority within three (3) Days of such breach. Such notice shall specify the precise occurrence(s) of such breach and the Owner shall have four (4) Days to cure the breach.
2. This Banking Services Agreement may be terminated by either party upon seven (7) calendar Days written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.
3. In the event the Contractor abandons this Banking Services Agreement or is terminated for cause by the Service Authority, the Contractor shall be liable to the Service Authority against any damages incurred pertaining to such termination.
4. In the event that the Contractor is terminated by the Service Authority for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under paragraph 4.13.C above and the provisions in paragraph 4.13.C shall govern.
5. If the Banking Services Agreement is terminated or expires during an effective and ongoing project the terms and conditions of the Banking Services Agreement shall remain in full force and effect and shall continue to be binding.

#### F. Payment Upon Termination

1. In the event of any termination under Section 4.13, Contractor is entitled to invoice the Service Authority and receive full payment for all Work performed through the effective date of termination, subject to the provisions of Section 4.13.E for Termination for Cause by the Service Authority. This payment shall not include any interest, anticipated profit or lost opportunity costs of the Contractor. The Service Authority shall treat this invoice like an application for a progress payment, subject to retainage. The Service Authority shall not be required to release any retainage until the later of the date when the Work is finally completed by the Service Authority or another contractor, or one (1) year from the date of termination, whichever is later.

2. In the event of termination by the Service Authority for convenience or by Contractor for cause, the Contractor, in addition to its entitlements under paragraphs 4.13.C and 4.13.E, Contractor may invoice the Service Authority for services and expenses directly attributable to termination, including those provided and incurred both before and after the effective date of termination. Such costs shall include terminating contracts with Contractor's Suppliers and Subcontractors that are performing services or Work required by the Contract, and other related close-out costs, however, such expenses shall not include any anticipated profit or lost opportunity costs of the Contractor.

The Service Authority shall make payment to the Contractor for reasonable and verifiable sums resulting from expenditures incurred by the Contractor attributable to termination of contract for convenience.

3. These remedies for termination are the Contractor's sole and exclusive remedies for termination, and the Contractor hereby waives any right to other compensation or damages in the event of termination of the Contract.

#### **4.14 Causes of Delay**

- A. Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is actually delayed, hindered or prevented by any cause which is unanticipated and beyond the reasonable control of the party affected thereby. Causes of delay which, if unanticipated and reasonably beyond the control of the party claiming delay may include but are not limited to the following: war (declared or undeclared), fire, riot, storm, hurricane, earthquake, tornado, strike or labor dispute not involving the Contractor's labor force, epidemic or Phase 5 or higher pandemic (as defined by the World Health Organization), act of terrorism or sabotage or any law, proclamation order, regulation, or ordinance of any government agency or any court, or any other cause similar to those enumerated above.
- B. The party affected by any Causes of Delay shall give prompt written notice to the other party advising of the nature and extent of any Causes of Delay and advising of the effects of the Causes of Delay upon the completion and cost of the Work hereunder. The parties shall consult promptly with each other concerning the Causes of Delay and shall endeavor to agree upon mutually acceptable corrective action. In the event of a Causes of Delay which prohibits performance by the Contractor for more than sixty (60) Days, either party may terminate this Banking Services Agreement for convenience and shall have no further obligation hereunder. Contractor shall be entitled to request an adjustment to the Project Agreement schedule as a result of any such delay.

#### **4.15 Prime Contractor**

- A. The Contractor shall act as the prime Contractor for all products, equipment, services, software or supplies marketed by other suppliers and shall assume full responsibility for the procurement and maintenance of such items or services. The Contractor shall be

considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this Contract.

- B. The Contractor shall include the full name, address, and telephone number of every company bearing an interest in the proposed equipment or services. All Subcontractors will be subject to review by the Service Authority in regard to competency and security concerns. After the issuance of this Contract no change in Subcontractors will be made without the prior written consent of the Purchasing Manager, or designee.
- C. The Contractor shall be responsible for all insurance, permits, licenses, etc., for any and all Subcontractors. Even if the Subcontractor is self-insured, the Service Authority will require the Contractor to provide the insurance certificates.

#### **4.16 Payments to Subcontractors**

- A. In the event that the Contractor utilizes a Subcontractor for any portion of the Work under this Contract, the Contractor shall take one (1) of the two (2) following actions within seven (7) Days after receipt of amounts paid to the Contractor by the Service Authority for work performed by a Subcontractor under the Contractor:
  - 1. Pay a Subcontractor for the proportionate share of the total payment received from the Service Authority attributable to the work performed by that Subcontractor under the Contractor; or
  - 2. Notify the Service Authority and any Subcontractors, in writing, of its intention to withhold all or a part of the Subcontractor's payment with the reason for nonpayment.
- B. Upon receiving a written notice from the Subcontractor, the Contractor shall pay interest to a Subcontractor on all monies owed by the Contractor that remain unpaid after seven (7) Days following receipt by the Contractor of payment from the Service Authority for work performed by a Subcontractor under this Contract, except for amounts withheld under subsection 4.16.A.2 of this section. The Contractor's obligation to pay an interest charge to a Subcontractor pursuant to the provisions of this section will not be construed to be an obligation by the Service Authority. A contract modification will not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim will not include any amount for reimbursement for such interest charge.
- C. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of 3.0 % per annum. The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to otherwise be subject to the same payment and interest requirements set forth in this section with respect to each lower-tier Subcontractor.
- D. Any subcontract with a Subcontractor shall afford to the Contractor rights against the Subcontractor which correspond to those rights afforded to the Service Authority against



the Contractor herein, including but not limited to those rights of termination as set forth herein.

- E. No reimbursement shall be made to the Contractor for any Subcontractors that have not been previously approved by the Service Authority for use by the Contractor.

#### **4.17 Acceptance of Service**

All deliverables shall bear the name of Contractor except for deliverables prepared by a Service Authority authorized Subcontractor, which shall be properly identified as such and submitted by Contractor. The Service Authority shall determine the acceptability of all Deliverables.

#### **4.18 Payment Terms**

- A. The Service Authority will remit full payment on all undisputed invoices in accordance with the terms of this Contract.
- B. The Service Authority will pay interest at a rate of 3.0 % per annum on all undisputed invoices not paid within thirty (30) Days after acceptance of the service(s), AND a properly completed invoice.

#### **4.19 Material and Workmanship**

- A. The Contractor is solely responsible for the professional quality, technical accuracy, timely completion and coordination of all the products and/or services furnished under this Contract. The Contractor shall, without additional considerations, correct or revise any errors, omissions or other deficiencies in their services and/or products.
- B. All equipment, material, and articles that the Contractor may incorporate into the performance of the contractual requirements shall be new and of the most suitable grade for the purpose intended. The term “new” is defined as of original nature, unused, not previously owned, and free of any damages or defects. The use of such used equipment, materials and articles under this Contract is strictly prohibited.
- C. The Contractor shall be responsible for all Materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of work which may have been accepted by the Service Authority.

#### **4.20 Modifications or Changes to the Contract**

- A. All modifications and changes to this Agreement shall be in writing.
- B. The Service Authority’s General Manager or his designee shall have the sole authority to order changes in this Agreement which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a “Change Order”.
- C. Change Orders shall be limited to reasonable alterations in the work to be performed, compensation or the time of performance.

- D. The Contractor shall not perform any work described in any Change Order unless it has received a signed Change Order and Purchase Order from the Service Authority.
- E. Once final payment has been requested and made, the Contractor only has sixty (60) Days to present or file any claims against the Service Authority concerning the Contract. After that period, the Service Authority shall consider that the Contractor has waived any right to claims against the Service Authority concerning the Contract.

#### **4.21 Modifications to the Contract Due to Public Welfare, Change in Law or Ordinances**

- A. The Service Authority shall have the power to make changes to this Contract as the result of changes in laws or Ordinances of the Commonwealth of Virginia and/or Prince William County to impose new rules and regulations on the Contractor under the Contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare.
- B. The Service Authority shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the Contractor.
- C. In the event any future change in Federal, Commonwealth of Virginia or Prince William County law or the Ordinances that materially alters the obligations of the Contractor, or the benefits to the Service Authority, then the Contract shall be amended consistent therewith.
- D. Should those amendments materially alter the obligations of the Contractor, then the Contractor or the Service Authority shall be entitled to an adjustment in the rates and charges established under the Contract. Nothing contained in the Contract shall require any party to perform any act or function contrary to law. The Service Authority and the Contractor agree to enter into good faith negotiations regarding modifications to the Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Contract, the Service Authority and the Contractor shall negotiate in good faith, a reasonable and appropriate compensation for any additional services or other obligations required of the Contractor directly and demonstrably due to any modification in the Contract under this section.

#### **4.22 Waiver of Claims**

Once final payment has been requested and made, the Contractor only has sixty (60) calendar days to present or file any claims against the Service Authority concerning the Contract. After that period, the Service Authority will consider that the Contractor has waived any right to claims against the Service Authority concerning the Contract.

#### **4.23 Disputes and Claims**

- A. If the Contractor wishes to make a contractual claim, whether for extra compensation, damages or any other relief, he shall give Service Authority Administrative Contracting Officer Notice in strict accordance with the Contract Documents. The Contractor's failure to comply strictly with the requirements of the Contract shall result in waiver of the claim. In any event, all contractual claims shall be submitted in writing no later than sixty (60) Days after final payment.
- B. Resolution of any outstanding claims, counterclaims, disputes and other matters in question arising out of or relating to the Contract Documents to the extent not resolved by the parties hereto, shall be resolved exclusively by non-binding mediation if agreed to by both parties, or litigation in either the Circuit Court of Prince William County, Virginia or the United States District Court for the Eastern District of Virginia, Alexandria Division. These two courts shall have exclusive and binding jurisdiction and venue over any and all disputes arising under this Agreement. The parties voluntarily waive any and all rights to a trial by jury. The fact finder shall be the court, sitting without a jury; provided, however, that nothing contained herein shall be construed to invalidate the finality of Service Authority's decisions.
- C. No Claims Against Individuals: No claim whatsoever shall be made by the Contractor against any officer, Board Member, Authorized Representative or employee of Service Authority for, or on account of, anything done or omitted to be done in connection with this Contract, and the Contractor shall be strictly liable for all costs, attorney's fees and expenses incurred by any individual or entity who is sued in violation of this section.
- D. Disputes: In order to: (i) clearly identify the existence of a dispute between the parties and (ii) promote the prompt, efficient and fair resolution of each such dispute, the parties shall adhere strictly to the claims resolution procedure set forth below. Time is of the essence in meeting these requirements.
1. Claims Resolution Procedures
    - i. In accordance with section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all claims by the Contractor under this Contract. Section 2.2-4365, VA Code Ann., is not applicable to this Contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by section 2.2-4365, VA Code Ann.
    - ii. Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) Days after the occurrence of the event giving rise to the claim, or within ten (10) Days of discovering the condition giving rise to the claim, whichever is later.
    - iii. Claims by the Contractor with respect to this Contract shall be submitted in writing in the first instance for consideration by the Administrative Contracting Officer.
    - iv. The decision of the Administrative Contracting Officer shall be rendered in writing within thirty (30) Days from the receipt of the claim from the Contractor.

- v. If the Contractor is not satisfied with the decision or resolution of the Administrative Contracting Officer, the Contractor may appeal the claim with the Service Authority Deputy General Manager/CAO within thirty (30) Day of the Administrative Contracting Officer's decision.
- vi. The Service Authority Deputy General Manager/CAO's decision on the claim shall be rendered in writing to the Contractor within thirty (30) Days of receipt of the claim from the Contractor.
- vii. If the Contractor is not satisfied with the decision or resolution of the Deputy General Manager/CAO, the Contractor may appeal the claim to the Service Authority General Manager within thirty (30) Day of the Deputy General Manager/CAO's decision. The Contractor may submit the appeal to the Service Authority General Manager by mailing or otherwise furnishing the Deputy General Manager/CAO a copy of the claim and a request for the Service Authority General Manager's determination.
- viii. The Service Authority General Manager's decision on the claim shall be rendered in writing to the Contractor within thirty (30) Day of receipt of the appeal from the Contractor, and shall be final and binding on behalf of Service Authority, unless the Contractor files a lawsuit against the Service Authority.
- ix. Should any decision-maker designated under this procedure fail to make a decision within the time period specified, then the claim is deemed to have been denied by the decision-maker. Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the Work under the Contract.
- x. In accordance with the provisions of section 2.2-4363, VA Code Ann., full compliance with this procedure set forth in the provision shall be a precondition to the filing of any lawsuit by the Contractor against the Service Authority Board of Directors of the Service Authority arising out of this Contract.

#### **4.24 Compliance with Occupational Safety and Health (OSHA) Requirements**

- A. All services, practices and items furnished shall comply with the Federal Occupational Safety and Health Act of 1970, as amended, as well as any pertinent Federal, Commonwealth of Virginia, and/or local safety or environmental codes. Lack of knowledge of these requirements will not relieve the Contractor of their responsibilities.
- B. Suppliers/providers including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.
- C. The Contractor certifies that all Materials and equipment used in the performance of and/or delivered under this Contract shall meet all applicable OSHA or Commonwealth

of Virginia requirements. If any material or equipment is subsequently found to be non-compliant with any applicable OSHA or Commonwealth of Virginia requirement, all costs necessary to comply with the requirement shall be borne solely by the Contractor.

#### **4.25 Records and Right to Audit**

- A. Contractor shall maintain and require Subcontractors to maintain complete and correct records, books, documents, papers and accounts pertaining to the Work performed in connection with this Banking Services Agreement including without limitation, reasonable substantiation of all incurred invoice costs pre-approved by the Service Authority.
- B. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the Service Authority or any authorized Service Authority representative with reasonable notice and shall be kept for a period of three (3) years after the completion of each project to be performed pursuant to this Banking Services Agreement. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the Service Authority of any fees or expenses based upon such entries.
- C. Audit under this provision is to be according to conditions applicable, including, but not limited to, the Section entitled "Termination for Cause", the Section entitled "Termination for Convenience", and EXHIBIT D "Invoicing Procedures", plus all other Banking Services Agreement provisions, including quantities billed, excepting that specified lump sum, fixed percentage, and unit prices are not subject to audit.
- D. Audit access to the Contractor's records in lump sum or unit price areas when applicable shall be sufficient to satisfy the Service Authority that all quantities meet the specifications and terms under this Banking Services Agreement including verification of the Contractor's payments to its suppliers and Subcontractors. The Contractor shall remit promptly to the Service Authority the amount of any adjustment resulting from audit.
- E. Refusal of the Contractor to comply with the provisions in this Section shall be grounds for immediate termination for cause by the Service Authority of this Banking Services Agreement.
- F. Records pertaining to Hourly Rates and Contractor's personnel information shall be made available to the Service Authority to allow audit of the Work, provided that Service Authority shall take all steps necessary to ensure such information is maintained as Confidential Information as defined herein.
- G. The provisions of this Section shall survive termination, cancellation and expiration of this Banking Services Agreement.

#### **4.26 Strikes or Lockouts**

The Service Authority will not compensate the Contractor for any expense or delay caused to the Contractor by a strike, slowdown, lockout, or other concerted employee work interrupting activity by employees of the Contractor or Subcontractor except adjustment of the Contract time where warranted, which shall be solely at the Service Authority's discretion.

#### **4.27 Ownership of Documents/Deliverables**

- A. All contracts and subcontracts for the preparation of reports, studies, plans, drawings, Specifications, or other data entered into by the Contractor for a project shall provide that all such documents, in electronic form, facsimile or hard-copy and the respective rights obtained by virtue of such subcontracts shall be considered Work Product and become the property of the Service Authority.
- B. All finished or unfinished documents, including, but not limited to, detailed reports, studies, calculations, plans, Drawings, surveys, maps, models, photographs, Specifications, and all other data pertaining to or prepared for the Service Authority or furnished by the Contractor pursuant to this Agreement or any Work shall be and shall remain at all times, throughout the life of the Contract and thereafter, the property of the Service Authority, whether the project for which they are made is completed or not, and shall be delivered by the Contractor to Service Authority within ten (10) calendar days after receipt of written notice requesting delivery of said documents.
- C. The Contractor shall have the right to keep one (1) record set of the documents upon completion of the Work; however, in no event shall the Contractor use or permit to be used, any of the documents without the Service Authority's written authorization.
- D. Any reuse of such documents by the Service Authority without the written verification or adaptation by the Contractor for the specific purpose intended will be at the Service Authority's sole risk.
- E. At the conclusion of its Work and before final payment, or from time to time as may be required by the Service Authority, the Contractor shall release and deliver to the Service Authority any and all such originals, provided, however, that the Contractor may, with the Service Authority's approval, reproduce such originals for the purpose of the Contractor's record file of the Work. The Contractor shall not sell, copy, or reuse any Drawings in total or in part for any other project, except with the prior written permission of the Service Authority.
- F. Except as otherwise agreed and documented with respect to the Service Authority's Materials and Work Product or Works Made for Hire, Contractor shall retain all right, title and interest, including all Contractor Intellectual Property Rights, in and to the Contractor Material.
- G. Any of the Contractor's Intellectual Property incorporated into or delivered to the Service Authority as Work Product or Works Made for Hire shall be licensed to the Service Authority without additional cost for reasonable use in the course of its business.

#### **4.28 Authorized Workforce Documentation (E-Verify)**

Within five (5) Days from notice of award of the Contract, the Contractor may be required to submit to the Procurement Officer documentation that each employee, worker, and all Subcontractors or employees and workers are authorized to work within the United States. This documentation must include appropriate eligibility information from the U. S. Citizenship and Immigration Services E-Verify website.

#### **4.29 Material Breach**

If the Contractor at any time determines the Service Authority to be in material breach of this Agreement, the Contractor shall follow provisions outlined in Section 4.13. E.1.

#### **4.30 Right to Require Performance**

The failure of the Service Authority at any time to require performance by the Contractor of any provision of this Agreement shall in no way affect the right of the Service Authority thereafter to enforce same nor shall waiver by either Party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

#### **4.31 Waiver**

- A. No Oral Waivers. The parties may waive this Agreement only by writing executed by the party or parties against whom the waiver is sought to be enforced.
- B. Effect of Failure, Delay or Course of Dealing. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition, under this Agreement, and no act, omission or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition.
- C. Each Waiver for a Specific Purpose. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other person.

#### **4.32 Service Authority's Responsibilities**

- A. Assist the Contractor by placing at its disposal all reasonably available information as may be requested in writing by the Contractor and allow reasonable access to all pertinent information relating to the services to be performed by the Contractor. Contractor shall use and rely on such information for informational purposes only and shall carefully review, analyze, and verify the contents and suitability of the information before proceeding with the Work.
- B. Furnish to the Contractor, at the Contractor's request, all existing studies, reports and other reasonably available data pertinent to the services to be provided by the Contractor.

- C. Arrange for access to and make all reasonable provisions for the Contractor to enter upon Service Authority's public property as required for the Contractor to perform services.
- D. In the event that Contractor believes the Service Authority is not reasonably complying with the requirements of the sections above, Contractor shall immediately provide written notice of such non-compliance to the Service Authority.
- E. The Service Authority reserves the right to use either directly, or through assignment to another entity, any Subcontractor of the Contractor to perform work outside of this Banking Services Agreement, as required and as deemed appropriate by the Service Authority.

#### **4.33 Avoidance of Conflicts of Interest**

- A. The Contractor agrees not to accept employment during the time this Agreement is in effect which might be construed as a conflict of interest with the Contractor's Work for the Service Authority. The Contractor shall conscientiously avoid a conflict of interest with regard to work for the Service Authority, but when unavoidable, the Contractor shall take the following action:
  - 1. Disclose in writing to the Service Authority the full circumstances as to possible conflict of interest;
  - 2. Assure in writing that the conflict will in no manner influence its judgment or the quality of its services to the Service Authority; and
  - 3. Decline to accept financial or other forms of compensation from more than one employer or client for services on the same project or services pertaining to the same project without the prior written consent of the Service Authority.
- B. The Contractor shall promptly inform the Service Authority of any business associations, interest or circumstances which may be influencing its judgment or the quality of its services to the Service Authority.
- C. The Contractor shall not solicit or accept financial or other valuable considerations from material or equipment suppliers for specifying their products.
- D. The Contractor shall not solicit or accept gratuities directly or indirectly from contractors, their agents or other parties dealing with the Service Authority in connection with Work for which they are responsible.
- E. The Contractor and its employees shall be bound by the provisions of the Service Authority Code of Ethics provided in the Service Authority's Procurement and Contract Management Regulations, as may be amended from time to time, which standards shall by this reference be made a part of this Banking Services Agreement as though set forth in full.



- F. The Contractor agrees to incorporate the provisions of this Section into any subcontract.

#### **4.34 Deleted.**

#### **4.35 Insurance**

- A. The Contractor shall maintain insurance in the amounts and forms set forth below and shall provide a Certificate of Insurance to the Service Authority.
- B. The Contractor shall comply with the insurance requirements set forth in Section 4.36 below.
- C. The Contractor shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith.
- D. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from Contractor's action, omission, commission, or operation of the Contractor under this Banking Services Agreement, or in connection in any way whatsoever with the contracted work.

#### **4.36 Insurance Limits of Liability**

A Certificate of Insurance with limits as specified in EXHIBIT C shall be required at the time of award. The limits of liability for the insurance required shall provide coverage for not less than the amounts shown in EXHIBIT C or greater where required by law.

#### **4.37 Additional Insurance Terms and Conditions**

- A. Liability insurance may be arranged by general liability and automobile liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an excess or umbrella liability policy.
- B. The Contractor shall provide insurance issued by companies admitted or authorized to do business within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
- C. The Contractor shall provide an original, signed certificate of insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the Service Authority's Procurement Department before any work is started.
- D. The Contractor shall obtain and retain copies of insurance policies of its Subcontractors, which Contractor shall make available to the Service Authority on demand. The Contractor may redact certain confidential information, provided such redaction will not impact the Service Authority's ability to understand the insurance coverage terms. The Contractor shall remain responsible under this Agreement for acts and omissions of its

Subcontractors. The Contractor shall ensure the same terms and conditions are conveyed to all Subcontractors, to include all insurance requirements and limits described in this Banking Services Agreement.

- E. In the event of a claim the Contractor will provide on demand, copies of all insurance coverage on behalf of this Banking Services Agreement within ten (10) days of demand by the Service Authority. These copies will be sent to the Service Authority from the Contractor's insurance agent or representative. The Contractor may redact certain provisions that it deems to contain confidential information, provided such redaction will not impact the Service Authority's ability to understand the coverage terms.
- F. The Contractor shall furnish a new certificate prior to any expiration or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Service Authority's Procurement Department.
- G. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within thirty (30) days of written notice at time during the contract term, the Service Authority shall have the absolute right to terminate this Banking Services Agreement without any further obligation to the Contractor, and the Contractor shall be liable to the Service Authority for the entire additional cost of procuring the incomplete portion of this Banking Services Agreement at time of termination.
- H. Compliance by the Contractor and all Subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liabilities and obligations under this Section or under any other section or provisions of this Banking Services Agreement.
- I. Contractual and other liability insurance provided under this Banking Services Agreement shall not contain a supervision, inspection, or services exclusion that would preclude the Service Authority from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any person employed by the Subcontractor.
- J. Nothing contained herein shall be construed as creating any contractual relationship between any Subcontractor and the Service Authority. The Contractor shall be as fully responsible to the Service Authority for the acts and omissions of its Subcontractor and of person employed by them as it is for acts and omissions of persons directly employed by it.
- K. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

- L. The Contractor and all Subcontractors shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Banking Services Agreement.
- M. If the Contractor does not meet the specifications of these insurance requirements, alternate insurance coverage, satisfactory to the Service Authority's Procurement Department, may be considered.
- N. The provisions of this Section shall survive termination, cancellation and expiration of this Banking Services Agreement.

#### **4.38 Representative of Service Authority and Contractor**

- A. The Service Authority's Administrative Contracting Officer (ACO) designates the Service Authority's Contracting Officer Representative (COR), as the person to whom all communications pertaining to the Day-to-Day conduct of this Banking Services Agreement shall be addressed.
- B. The Contractor appoints the Contractor Project Manager, as specified in this Agreement, as the Contractor's Representative to whom all communications pertaining to the Day-to-Day action of this Banking Services Agreement shall be addressed.

#### **4.39 All Prior Agreements Superseded**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Banking Services Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Banking Services Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of the Banking Services Agreement shall be predicated upon any prior representations or agreements whether oral or written.

#### **4.40 Contractor's Responsibilities**

- A. The Contractor shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this Banking Services Agreement which as a matter of law are applicable to or which affect the procedures of the Contractor.
- B. The obligation of the Contractor to comply with governmental requirements is provided for the purpose of assuring proper safeguards for the protection of person and property.
- C. The Contractor shall employ fully qualified, skilled and properly trained personnel capable of performing the required Work as identified herein. The Contractor is responsible for the conduct of all personnel, including Subcontractors, while on the jobsite. The Contractor is responsible for the actions and interactions of its employees and Subcontractors with Service Authority staff, its customers, suppliers and Contractors.

The Contractor shall ensure that its employees and Subcontractors behave professionally and consistent with the Service Authority's vision and values in all Work performed on its behalf. The Service Authority reserves the right to reject Contractor's personnel that the Service Authority determines, in its sole discretion, to be unqualified to perform the Work or for improper behavior during Work performance. The Service Authority further reserves the right to request that Contractor replace any worker deemed unsuitable by the Service Authority.

- D. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Work as exercised by members of the same profession currently practicing under similar circumstances.

If at any time during the term of any contract for which the Contractor has provided work, it is determined that the Contractor's Deliverables, Work Product or services fail to conform to the above standard of care for the Work, upon written notice from the Service Authority, the Contractor shall immediately proceed to correct the Work, re-perform the Work which fail to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said Work.

The Service Authority's rights and remedies under this Section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Banking Services Agreement, equity or otherwise.

- E. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Banking Services Agreement.
- F. Any and all Drawings, plans, Specifications, or other construction documents or Deliverables prepared by the Contractor shall conform to the standard of care in Section 4.40.C above. Products, equipment and material specified for use shall be readily available unless written authorization to the contrary is given by the Service Authority.
- G. Information provided by the Service Authority is for informational purposes only. The Contractor shall be responsible to validate, or field verify key information as specified in each Project Agreement. When documenting in reports or technical memoranda, the Contractor shall identify the data used and whether it has or has not been validated or field verified. The Contractor shall identify data requirements that would improve the accuracy of recommendations and cost estimate of the Work, when data used has not been validated or field verified. The Contractor shall sign and execute the Service Authority's Data Usage Agreement, a Service Authority's document outlining the Service Authority's processes, procedures and policies regarding Service Authority data.
- H. Contractor shall provide seven (7) copies of any written studies furnished under this Banking Services Agreement in a format acceptable to the Service Authority.
- I. Key Personnel: Prior to the execution of this Banking Services Agreement, and prior to the commencement of any work under this Banking Services Agreement, the Contractor shall submit a listing of all Key Personnel expected to be assigned to Work under this

Banking Services Agreement. All employees of the Contractor performing Work under this Agreement must be legally documented employees of the Contractor and paid under the Contractor's Federal tax identification number.

- J. The Contractor shall not add, remove or reassign the Contractor's Key Personnel, as defined herein, from performance or positions in this Banking Services Agreement without written approval from the Service Authority.
- K. In addition, the Contractor shall submit a formal written request to the Service Authority prior to adding, removing and/or reassigning Contractor personnel as specified below.
- L. Contractor shall submit a formal written request to the Service Authority no later than fifteen (15) Days prior to the addition, removal and/or reassignment of Key Personnel. The Contractor shall add, remove or reassign such Key Personnel only after receiving approval in the form of a written modification from the Service Authority. Replacement Personnel shall have equal quality professional experience and expertise to perform the services, subject to the Service Authority approval.
- O. Key Personnel are defined, as those individuals assigned as follows:

Name	Function/Title

- P. The Contractor shall designate a Contractor's Project Manager (designated as Key Personnel in Section 4.40.O) subject to the Service Authority's approval. So long as the Project Manager performs in a manner acceptable to the Service Authority and remains in Contractor's employment, the Contractor shall comply with the requirements above.
- Q. Project Team: Prior to the execution of this Agreement, and prior to the commencement of any Contractor Services under this Agreement, the Contractor shall submit a list of all Project Team personnel expected to be assigned to perform Contractor Services under this Agreement for Service Authority's review and approval. All employees of the Contractor performing Work under this Agreement must be legally documented employees of the Contractor and paid under the Contractor's Federal tax identification number. The Contractor shall not add, remove, or reassign the Project Team personnel, as defined herein, from performance or positions in this Agreement without approval of the Service Authority. The replacement of Project Team members that are not Key Personnel does not require prior approval by the Service Authority. The Contractor shall provide Project Team members who are fully qualified for their work and shall only replace them with equally qualified people.

- R. All Contractor personnel assigned to the Work are subject to approval by the Service Authority prior to performing any Work. The Contractor shall immediately replace any proposed Contractor personnel not approved by the Service Authority with personnel acceptable to the Service Authority and the Service Authority shall not be responsible for any payment for Work performed by Contractor personnel not approved by the Service Authority prior to commencement of such performance. The Contractor shall remove any Contractor personnel from performing any Work if requested by the Service Authority which notice shall be at the Service Authority's sole discretion. The Contractor shall provide resumes and other supporting documentation, if requested by the Service Authority, for any Contractor personnel proposed to do Work or currently working on Service Authority Work. All subsequent Task Orders shall use only the Service Authority approved Authorized Personnel listed in the Agreement.
- S. In performance of Work (including labor work of Contractor employees and/or Subcontractors) under this Agreement outside of the United States is strictly prohibited unless requested in writing by the Contractor and approved in advance in writing by the Service Authority General Manager or his designee.
1. Upon approval, the Service Authority and Contractor shall negotiate and agree upon applicable compensation (labor rate limits and Multiplier factor) prior to any Work being performed outside the United States under this Contract.
  2. The Contractor shall provide to the Service Authority for its approval, any and all security measures proposed to preserve the Service Authority's assets in performance of the Work.
- T. The Contractor shall perform the required services in fulfilling the Work requirements and shall notify the Service Authority in advance of performing any Work activities beyond the scope of the work requirements.
- U. The Contractor is responsible for reviewing all tasks to ensure best available technology is being used for best results/outcomes.
- V. Contractor covenants that the services provided by it hereunder will be of the highest professional quality and conform to all generally accepted practices governing the design and development of software of the same general nature and complexity.
- W. The Contractor further covenants that Contractor shall not knowingly introduce through any means, any virus, worm, malware ransomware, trap, trap door, back door, or any contaminant or disabling devices, including, but not limited to, timer, clock, counter, or other limiting codes, commands, or instructions intended to damage or disable ("Harmful Code") the software or any Service Authority data or other intellectual property used by Service Authority. In the event Contractor introduces such Harmful Code, Contractor shall immediately, and at Contractor's sole expense, replace and install all copies of the software containing the Harmful Code.

- X. Notwithstanding anything else contained in this Agreement, the covenants and warranties in paragraph 4.40.V and 4.40.W shall be deemed to be a warranty for current and future performance and shall continue until and for so long as Contractor is engaged to provide services to Service Authority with respect to the software developed hereunder, including the maintenance and enhancement thereof.
- Y. The Contractor has access to all materials, equipment and labor necessary to complete the Work within the Contract Times.

**4.41 Certifications of Wage Rates**

Signature of this Agreement by the Contractor certifies that the wage rates and other costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

The said rates and costs shall be adjusted to exclude any significant sums should the Service Authority determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside contractors. The Service Authority shall exercise its rights under this clause within three (3) years following final payment.

**4.42 Notices**

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

<u>For Contractor</u>	<u>With Copy to</u>
<u>For Service Authority</u> Attn: Procurement Department 4 County Complex Court Woodbridge, VA 22192	<u>With Copy to</u> Bean Kinney & Korman PC Attn: Mr. Mark Viani 2311 Wilson Blvd., Suite 500 Arlington, VA 22201

**4.43 Confidentiality**

- A. The Service Authority is a public entity and, as such is subject to and supports the provisions of the Virginia Freedom of Information Act (“Virginia FOIA”) and VPPA Section 2.2-4342, Public Inspection of Certain Records.

- B. Except as provided in the VPPA Section 2.2-4300 et seq., all proceedings, records, contracts and other public records relating to the Service Authority's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with Virginia FOIA.
- C. The Contractor may seek protection from disclosure of its trade secrets or proprietary information submitted to the Service Authority in connection with this Banking Services Agreement, the procurement of the same, and its services hereunder; provided, however, that the Contractor must:
1. Invoke the protections of VPPA Section 2.2-4342(F) prior to or upon submission of the data or other materials;
  2. Identify the data or other materials to be protected, and
  3. State the reasons why the protection is necessary.
- D. If Contractor, when submitting materials to the Service Authority, requests that those materials not be disclosed under applicable law, the Service Authority consequently denies a request for the disclosure of such materials based on the Contractor's request, and the Service Authority's denial of the request for disclosure is challenged in court, the Contractor shall indemnify, hold harmless and defend the Service Authority, its officers, directors and employees from any and all costs, damages, fees and penalties (including but not limited to any attorneys' fees and other costs related to the litigation) relating thereto.
- E. The Service Authority shall determine whether materials submitted by the Contractor are subject to disclosure in the Service Authority's sole discretion, and the Service Authority shall have no obligation to withhold disclosure of any materials it believes are subject to disclosure.
- F. The Service Authority, its officers, directors and employees shall have no liability to the Contractor for such disclosure of materials provided by the Contractor.
- G. The Service Authority reserves the right to seek an opinion of the Attorney General of Virginia as guidance on matters regarding the disclosure of materials submitted by the Contractor and the applicability of Virginia FOIA, VPPA and this Banking Services Agreement, with all such costs and expenses of doing so being at the sole expense of the Contractor.
- H. Confidential Information means with respect to the Service Authority, all business and technical information of the Service Authority provided to Contractor in performance of the Work which are not subject to disclosure under Virginia FOIA or the VPPA, and with respect to Contractor, all business and technical information of Contractor provided to the Service Authority in connection with the performance of the Work including the Intellectual Property Rights which are designated as Confidential Information and are not subject to disclosure under Virginia FOIA or the VPPA.



- I. The parties shall:
1. Keep, and not disclose to any third parties, any Confidential Information of the other party;
  2. Maintain and use the Confidential Information of one another only for the purposes of this Banking Services Agreement and only as permitted herein;
  3. Only make copies of the Confidential Information as specifically authorized by the disclosing party and with the same confidential or proprietary notices as are on the original;
  4. Restrict access and disclosure of Confidential Information to their employees or agents who have a “need to know”; and,
  5. Use commercially reasonable efforts, which shall be no less stringent than those efforts that each party uses to protect its own Confidential Information, to prevent the other’s Confidential Information from being disclosed or used in violation of this Banking Services Agreement; provided, however, that Contractor may disclose Service Authority’s Confidential Information to its Subcontractors who are involved in performing any Services on behalf of Contractor, have a need to know such Confidential Information in order to carry out their responsibilities and have included this confidentiality clause in their contract with the Contractor.
- J. The parties shall return or destroy all Confidential Information of the other party upon termination of this Banking Services Agreement or upon written request of the other party.
- K. Notwithstanding the forgoing, if a receiving party becomes legally compelled to disclose any of the Confidential Information of the disclosing party, the receiving party shall provide the disclosing party with prompt written notice thereof so that the disclosing party may seek a protective order or other appropriate remedy or, if appropriate, waive compliance with the provisions of this Banking Services Agreement.
- L. If such protective order or other remedy is not obtained, or the disclosing party waives compliance with the provisions of this Banking Services Agreement, the receiving party shall:
1. Furnish only that portion of the Confidential Information of the disclosing party that, upon the advice of legal counsel, is legally required to disclose, and
  2. Exercise reasonable efforts to obtain assurance that confidential treatment will be afforded such Confidential Information.
- M. In the event of a breach or threatened breach of this Section the parties recognize that money damages shall not be an adequate remedy, and therefore, in addition to any other

legal or equitable remedies, the parties shall be entitled to seek an injunction, or other equitable relief or remedies, against such breach without necessity of posting bond or security, which is waived.

- N. The Contractor shall not divulge any confidential, proprietary, draft or for official use only information (including portions of materials) concerning the Project(s) or provided to it by the Owner or any of the Owner's employees, consultants, contractors or agents, to anyone (including, for example, information on applications for permits, variances, and so forth) without the Owner's written consent, which may be given or withheld in the Owner's sole and unfettered discretion. The Owner shall designate such information as "Confidential", "Proprietary", "Draft", or "For Official Use Only". The Contractor shall obtain similar assurances from all those persons (including its employees or independent contractors) or firms retained by the Contractor pursuant to this Agreement. The Contractor further acknowledges and agrees that substantial damage will accrue to the Owner if this nondisclosure provision is breached by the Contractor or anyone for whom it is responsible, and therefore the Contractor agrees to pay any and all actual damages, costs or losses suffered by the Owner in the event there is a breach of this provision of this Agreement and to be subject to an injunction to enforce this provision. The Owner reserves the right to release any and all information relative to the Project, including, but not limited to, the time of release and the form and content hereof. This requirement shall survive the termination or expiration of this Banking Services Agreement.
- O. The Contractor shall not include or disclose, or permit to be disclosed, any photographic, artistic, text, recorded or written testimonials or names or contact information for any of the Owner's personnel, or other reference to the Project or the Owner, or any materials received in connection with the Project, in any of its promotional marketing materials, studies, research, advocacy proposals, publications or social media. This requirement shall survive the termination or expiration of this Banking Services Agreement.
- P. In its performance of Work under this Agreement and any applicable Task Order, if the Contractor is required to offer comments, opinions or testimonials on a specific subject matter related to the Work under this Agreement, under no circumstance shall the Contractor offer unsolicited written comments, opinions or testimonials other than what is specifically requested, or without the express written consent of the Service Authority. This requirement shall survive the termination or expiration of this Agreement.

#### **4.44 Headings**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Banking Services Agreement.

#### **4.45 Exhibits**

Each Exhibit referred to in this Banking Services Agreement forms an essential part of this Banking Services Agreement. The Exhibits, if not physically attached, should be treated as part of this Banking Services Agreement and are incorporated by reference.

#### **4.46 Counterparts**

This Banking Services Agreement may be executed in several counterparts, each of which shall be deemed an original and shall constitute one and the same instrument.

#### **4.47 Words and Phrases**

Where the words “required”, “approved”, “approval”, “satisfactory”, “determined”, “acceptable”, or words of like import are used in this Banking Services Agreement, action by the Service Authority is indicated unless the context clearly indicates otherwise, and all work shall be in accordance therewith. Such action, or failure to act, shall not relieve the Contractor of its contractual responsibilities for performance of this Banking Services Agreement.

Wherever it is provided in the Banking Services Agreement that the Contractor shall perform certain work “at its own expense”, or “without charge”, or that certain work will not be paid for separately, such words mean that the Contractor shall not be entitled to any additional compensation from the Service Authority for such work.

#### **4.48 Notice of Commencement/Notice to Proceed**

Contractor shall not commence the Work until:

- A. All insurance to be furnished hereunder has been approved by the Service Authority; and,
- B. Contractor has received a Service Authority Purchase Order and written Notice to Proceed or Notice of Commencement from the duly authorized representative of the Service Authority for Work under the Agreement.

#### **4.49 Nonwaiver of Defaults (NOT USED)**

#### **4.50 Patent Indemnity**

Subject to the limitations set forth in this Banking Services Agreement, the Contractor shall indemnify, save harmless and defend the Service Authority and the Service Authority officers, agents and employees (collectively “Service Authority Indemnified Party”) from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys’ fees incident to any infringement of any patent or patents related in any manner to the subject matter of the Banking Services Agreement documents prepared by the Contractor; provided, however, that any Service Authority Indemnified Party may, at its option, be represented in any such suits, actions or legal proceedings by attorneys of either party’s own selection at its own expense.

In case any deliverable, document or other Work Product produced by or recommended by Contractor as part of its services provided under this Banking Services Agreement, is held to constitute infringement of any patent or patents and its use on or for the Service Authority’s project is enjoined, the Contractor shall, at its sole expense, either procure for the Service Authority the right to continue using the equipment, material, or facility that contains the

infringement, replace the same with non-infringing equipment, material or facilities, or modify it so it becomes non-infringing.

The provisions of this Section shall survive termination, cancellation and expiration of this Banking Services Agreement.

#### **4.51 Contractor's Equipment and Facilities**

- A. The Contractor's and all Subcontractors' equipment shall be maintained in safe and good working order for the particular operating conditions. Use of equipment not meeting these requirements shall be discontinued until repaired. The Service Authority reserves the right to immediately direct the Contractor to discontinue the use of any substandard and/or unsafe equipment.
- B. As requested by the Service Authority, the Contractor shall, at its own expense, repair or replace any substandard equipment used in performance of the work under this Agreement.
- C. All commercial motor vehicles shall meet all U.S. Department of Transportation (DOT) and Virginia Department of Transportation (VDOT) requirements.

#### **4.52 Use of Service Authority's Equipment or Facilities**

- A. Circumstances may arise where the Contractor requests the Service Authority to make available to the Contractor certain equipment or facilities belonging to the Service Authority for the performance of the Contractor's work under this Banking Services Agreement.
- B. If the Service Authority agrees to such request, the equipment or facilities will be charged to the Contractor at agreed rental rates. Under such circumstances, the Contractor shall assure itself of the safety of such equipment before use and shall assume all risks and responsibilities in its use of the equipment.
- C. The Contractor hereby agrees to indemnify the Service Authority from any liabilities that may arise from the Contractor's use and upon its return to the Service Authority to establish its condition and substantiate whether or not any part of the equipment used by the Contractor has been overstressed or damaged in any way as a result of its use, other than ordinary wear and tear. The cost of repairs or replacement to correct such overstress damage resulting from such use shall be at the Contractor's expense.
- D. The provisions of this sub section shall survive termination, cancellation and expiration of this Banking Services Agreement.

#### **4.53 Contractor's Security Responsibilities**

- A. The Contractor shall at all times conduct its operations under the Banking Services Agreement in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage,

or other means to any property and/or documents. The Contractor shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of a loss, theft, or damage of its property or that of the Service Authority.

- B. The Contractor shall comply with all applicable laws and regulations. The Contractor shall cooperate with the Service Authority on all security matters and shall promptly comply with any project security requirements established by the Service Authority.
- C. Such compliance with these security requirements shall not relieve the Contractor of its responsibility for maintaining proper security for the above noted items, nor shall it be construed as limiting in any manner the Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- D. The Contractor shall prepare and maintain accurate reports of incidents of loss, theft, or vandalism and shall furnish these reports to the Service Authority within six (6) hours of becoming aware of the incident.
- E. Representatives and employees of the Contractor must enter the Service Authority property through an entrance designated by Service Authority, and must adhere to all security rules and regulations, and Contractor agrees to comply and cause compliance by its Subcontractors therewith.
- F. The Contractor may obtain authorization for trucks and other vehicles to enter the Service Authority's property subject to compliance with the Service Authority's rules and regulations.
- G. The Service Authority will accept no responsibility for replacement of, protection to, or policing of, the Contractor's equipment, tools or materials which are furnished or used in its work at the Service Authority's property.
- H. The Contractor shall conduct, or has conducted, a criminal background check at its own expense on each of its employees engaged in performing Work under this Contract prior to the commencement of such services. No Contractor employee shall be eligible to perform Work for the Service Authority if he or she, to the Contractor's knowledge, (1) has been convicted of or was placed in a pre-trial diversion program for any crime involving dishonesty or breach of trust including, but not limited to, check kiting or passing bad checks; embezzlement, drug trafficking, forgery, burglary, robbery, theft, perjury; possession of stolen property, identity theft, fraud, money laundering, shoplifting, larceny, falsification of documents; and/or (2) has been convicted of any sex, weapons or violent crime including but not limited to homicide, attempted homicide, rape, child molestation, extortion, terrorism or terrorist threats, kidnapping, assault, battery, and illegal weapon possession, sale or use.
- I. The Contractor also agrees that all of its contracts or other agreements with Subcontractors and vendors shall prohibit the Subcontractors and vendors from assigning any employee providing services for the performance of Work for this Agreement without first performing or obtaining a criminal background check on such employee.

- J. In addition, the Contractor shall not tolerate any inappropriate behavior on the Service Authority's public property and shall immediately remove from the property any Contractor personnel who is found to be engaging in any inappropriate behavior.

#### **4.54 Damage of Property**

The Contractor shall replace any lost or stolen property, repair any damage of whatever kind or character, whether publicly or privately owned, including the property of the Service Authority, to the extent caused by its operations (including its Subcontractors).

The provisions of this Section shall survive termination, cancellation and expiration of this this Banking Services Agreement.

#### **4.55 Inspection of Work**

The Service Authority shall at any and all times have access to the Work being performed under this Banking Services Agreement, and all aspects thereof and to the premises affected thereby, for inspection purposes including the utilization at the Service Authority's expense of third-party inspectors, and the Contractor shall provide proper facilities for such access and inspection.

#### **4.56 Cooperation**

Service Authority or other parties may perform work, including the normal operations of the Service Authority, in the vicinity of or on the premises affected by this this Banking Services Agreement, and the Contractor's work or use of certain facilities may be interfered with as a result of such concurrent activities. The Service Authority reserves the right to require the Contractor to schedule the order of performance of its work in such a manner as will minimize interference with the work of any of the parties involved and the Contractor acknowledges that such interferences will not constitute cause for additional compensation to the Contractor.

#### **4.57 Progress**

- A. If requested by the Service Authority's Contracting Officer Representative (COR), prior to commencement of the Work, the Contractor shall prepare and submit to the Service Authority for approval, a progress schedule indicating the proposed dates for the starting of and completion of the various parts of the Work outlined herein.
- B. The Contractor shall give the Service Authority full information in advance as to its plans for performing each part of its Work. If at any time the Contractor's progress is inadequate to meet the requirements of this Banking Services Agreement, the Service Authority may so notify the Contractor who shall thereupon take such steps as may be necessary to improve its progress. If, within a reasonable period as determined by the Service Authority, the Contractor does not improve performance to meet the currently approved Banking Services Agreement Schedule, the Service Authority may require an increase in the Contractor's labor force, the number of shifts, overtime operations or additional Days of work per week. Neither such notice by the Service Authority nor the Service Authority's failure to issue such notice shall relieve the Contractor of its

obligations to achieve the quality of work and rate of progress required by this Banking Services Agreement.

- C. Failure of the Contractor to comply with the Service Authority's instructions may be grounds for termination, in accordance with the applicable provisions of this this Banking Services Agreement.

#### **4.58 Assignment Upon Termination**

The Contractor Work Product shall become the property of the Service Authority upon payment for services performed, as they are performed and the Contractor shall within ten (10) working Days of receipt of written direction from the Service Authority, delivery to either the Service Authority or its authorized designee, all Work Product in its possession, including but not limited to, designs, Specifications, Drawings, studies, reports and all other documents and data in the possession of the Contractor pertaining to such Project Agreement. Upon the Service Authority's request, the Contractor shall additionally assign its rights, title and interest under any Subcontractor's agreements to the Service Authority.

#### **4.59 Order of Precedence**

In the event of an inconsistency between provisions of this Banking Services Agreement, the inconsistency shall be resolved in the following order:

- |                 |              |                     |
|-----------------|--------------|---------------------|
| A. Change Order | B. Agreement | C. Addendum/Addenda |
| D. Solicitation | E.           | F.                  |

#### **4.60 Severability**

If any term or provision of this Banking Services Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Banking Services Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Banking Services Agreement shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Banking Services Agreement on the respective dates under each signature: The Service Authority, signing by and through its General Manager, attested to by its Service Authority Notary, duly authorized to execute same and by Contractor by and through its duly authorized officer(s) to execute same.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of this Agreement).

Contractor  
**Contractor Name** |

By: \_\_\_\_\_  
NAME TITLE

By: \_\_\_\_\_  
SIGNATURE DATE

Service Authority  
**PRINCE WILLIAM COUNTY SERVICE AUTHORITY**

By: \_\_\_\_\_  
NAME TITLE

By: \_\_\_\_\_  
SIGNATURE DATE



**EXHIBIT A SCOPE OF WORK**

SAMPLE

**EXHIBIT B COMPENSATION AND LABOR COSTS**

SAMPLE

## EXHIBIT C REQUIRED INSURANCE LIMITS

### Insurance Coverages and Limits:

Coverage Required		Minimum Limits
1.	Workers' Compensation and Employers' Liability:	Statutory Limits of the Commonwealth of VA:
	Admitted in Virginia	Yes
	Employers' Liability	\$500,000
	All State Endorsement	Statutory
2.	General Liability	\$1,000,000 Combined Single Limit
	Contractual Liability	Bodily Injury and Property Damage
	Personal Injury	Each Occurrence
3.	Automobile Liability	\$2,000,000 Combined Single Limit
	Owned, Hired & Non-Owned	Bodily Injury and Property Damage
	Personal Injury	Each Occurrence
4	Umbrella or excess liability	\$5,000,000 Each Occurrence \$5,000,000 Aggregate
5.	Service Authority named as additional insured on General Liability Policies (This coverage is primary to all other coverage the Service Authority may possess.)	
6.	30 Day cancellation notice required.	
7.	Best's Guide Rating	A-:VII or Better, or Equiv.
8.	The Certificate must state Contract No. SA	

**EXHIBIT D INVOICING PROCEDURES**

- A. Invoices (or Applications for Payment) must contain sufficient information for the Service Authority to verify that the work was performed in accordance with this Contract. The Service Authority requires that the following information be included in the invoice (or must be in the form of a report which must accompany the invoice) and contain the following information:
  - 1. Contract Title and Contract Number, Purchase Order Number;
  - 2. Dates services were provided;
  - 3. Summary of deliverables or work achieved during the specified billing period including, for unit price work, details of quantities and prices, for lump sum work, details of the work performed in accordance with the schedule of values;
  - 4. Proper documentation to support payment of non-schedule work/items not included in the Contract to include payroll records, and invoices for all materials, supplies, and services, purchased or leased, in performance of the work; and,
  - 5. Written Proof of acceptance of the work and/or deliverable by the Service Authority.
- B. Prior to work performed under this Contract, Contractor shall submit for Service Authority’s approval a sample invoice and/or Contract Status Report. The Service Authority reserves the right to withhold invoice payment until sufficient documentation is provided.
- C. All invoices will be paid within the time specified by the Contract unless any items thereon are questioned, in which event payment will be withheld for those items pending verification of the amount and the validity of the claim.
- D. Contractor acknowledges that the Service Authority’s Procurement and Contract Management Regulations are applicable to the Agreement.

Invoices shall be forwarded to:

<b>By Mail</b>	<b>Physical Delivery</b>
Prince William County Service Authority Attn: Accounts Payable P.O. Box 2266 Woodbridge, VA 22195	Prince William County Service Authority Attn: Accounts Payable 4 County Complex Court Woodbridge, VA 22192
Or (Electronically, via email): <a href="mailto:accountspayable@pwcsa.org">accountspayable@pwcsa.org</a>	

- E. Monthly Status Reporting for Projects Exceeding 90 Days Duration: In addition to and separate from the Invoice/Application for Payment documentation, the Contractor shall provide the Service Authority’s General Manager or his designee, with a written Monthly Report detailing the status of ALL ongoing work tasked to and performed by the Contractor and the Contractor’s Subcontractor. At a minimum the Monthly Report shall include the following information:

1. Contract number and Purchase Order number.
  2. Name and title of Project.
  3. A description of the Work performed.
  4. Budget of hours and dollars for hourly rate work (if applicable).
  5. Budget of dollars for Lump Sum (if applicable).
  6. Notice of any issues that could affect project completion schedule, quality or price (if applicable).
  7. Cost and hours incurred to date for hourly rate work (if applicable).
  8. Percent/deliverable completion to date for Lump Sum (if applicable).
  9. Estimated cost and hours to complete for hourly work (if applicable).
  10. Estimated percent/deliverables to complete for Lump Sum (if applicable).
  11. Total of all previous Invoices.
  12. Budget and schedule analysis.
  13. Projected completion date.
- F. The Status Report may accompany the Invoice or Application for Payment, as supporting documentation.

**EXHIBIT E SUBCONTRACTORS LIST**

SAMPLE

**EXHIBIT F OTHER**

SAMPLE