

Request for Proposal (RFP) # 24-09

for

Banking Services

Issue Date: January 12, 2024

Proposal Due Date and Hour: February 13, 2024 3:00 p.m.

Last Day for written questions: January 29, 2024

Montgomery County Purchasing Department 755 Roanoke Street, Suite 2C Christiansburg, VA 24073-3179

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ATTACHMENT A: Terms and Conditions

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COUNTY OF MONTGOMERY, VIRGINIA RFP # 24-09 ISSUE DATE: JANUARY 12, 2024 Banking Services

(TO BE COMPLETED AND RETURNED) GENERAL INFORMATION FORM

<u>QUESTIONS</u>: All inquiries for information regarding this solicitation should be directed to: Jeff Groseclose, CPPB, VCO, VCA, Procurement Manager, Phone: (540) 382-5784; faxed to (540) 382-5783, or e-mail: <u>mcpurchasing@montgomerycountyva.gov</u>.

<u>DUE DATE</u>: Sealed Proposals will be received until <u>February 13, 2024</u> up to and including <u>3:00PM</u>. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

<u>ADDRESS</u>: Proposals should be mailed or hand delivered to: **Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, Virginia 24073-3179.** Reference the Due Date and Hour, and RFP number in the lower left corner of the return envelope or package.

<u>COMPANY INFORMATION/SIGNATURE</u>: In compliance with this Request for Proposal and to all conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services and goods in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Full Legal Name (print)		Federal Taxpayer Number (ID#)	Contractor's Registration N/A				
		Payment Address	Purchase Order Address				
Contact Name/Title		Signature (ink)	Date				
Telephone Number	Fax Number	Toll Free Number	E-mail Address				

COUNTY OF MONTGOMERY RFP# 24-09 Banking Services

I. <u>PURPOSE</u>: The intent and purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiation for Banking Services for Montgomery County and Montgomery County Public Service Authority for the County of Montgomery County, Virginia herein after referred to as "County" and "PSA".

II. <u>BACKGROUND</u>:

A. General Background

Montgomery County is located in the southwestern part of Virginia in the region known as the New River Valley. This region takes its name from the New River, the nation's oldest and the world's second oldest river, and includes the counties of Floyd, Giles, Montgomery, Pulaski, and the City of Radford. The County has a land area of 393 square miles and lies in the broad picturesque area between the Appalachian Plateau and the Blue Ridge Mountains. Topography varies from gently rolling to steep mountainous terrain, with elevations varying from 1,300 to 3,700 feet above sea level. The majority of the County is at an elevation of 2,000 feet.

Today the Towns of <u>Blacksburg</u> and <u>Christiansburg</u>, the County seat, are the population centers of the County and are located approximately 35 miles southwest of the City of Roanoke. Blacksburg is home to <u>Virginia Polytechnic Institute and State University</u> (Virginia Tech). Founded in 1872 as a land-grant college, Virginia Tech is the largest university in Virginia and one of the country's leading research institutions. The County had a 2020 population of 100,839. (This includes two incorporated towns, Blacksburg and Christiansburg, with a combined population of approximately 67,365.)

The County is governed by an elected seven member Board of Supervisors who appoints a County Administrator.

B. Specific Background

Montgomery County's Treasurer is an elected official responsible for collecting all County revenue, including Federal and State funds; ensuring County funds are adequately safe guarded; submitting financial reports to State and County; and authorizing disbursements.

The PSA is a separate Authority from the County departments, but is closely tied into the County's financial system. There are approximately 3,800 water and/or sewer customers in the County. The Town of Blacksburg and the Town of Christiansburg each have separate water and sewer charges.

Currently banking services for both the County and the PSA are with Atlantic Union Bank in Christiansburg.

Lockbox items were 61,184 for calendar year 2022.

Money markets are with our current bank.

We have twice a month direct deposit for payroll for both County and PSA. The schools are once a month.

Stop payments for the calendar year 2022 were 254 (228 were issued due to the unclaimed property process).

Coin and currency deposits for an average month are \$109,403.19.

Credit card transactions are currently processed through Forte, our third-party collector for credit card payments.

The following Attachments are included with this RFP for additional information:

- Deposits for calendar year 2022 Attachment C
- Service analysis from the current bank for calendar year 2022 Attachment D
- Credit card and e-check transactions for calendar year 2022 Attachment E
- Montgomery County Treasurer Investment Policy Attachment F

III. <u>STATEMENT OF NEED</u>:

The County needs the services of a bank that can provide Banking Services as described herein.

A. BANK REQUIREMENTS:

- 1. The County prefers a bank that has a full-service branch in the Town of Christiansburg.
- 2. The bank should have a representative dedicated to the Treasurer and the PSA to contact for research, chargeback questions, and other customer service items.
- 3. The bank must be federally insured under the Federal Depository Insurance Corporation and not on the FDIC "problem list."
- 4. The bank must be in good standing and an approved depository under the Virginia Security for Public Deposits Act. Accordingly, all funds deposited by Montgomery County are collateralized to the extent required by the Act.
- 5. The bank should have a retail lock-box facility within a radius of the Government Center in Christiansburg which would allow same day, early morning delivery of payment documents to the PSA and an operations center within a drive of the Government Center so that in the event of a transmission failure at the Government Center, a transmission file from the lock box could be delivered to the bank within a reasonable period of time.
- 6. The bank should not refuse to pay on demand any check or ACH payment because of insufficient funds.
- 7. The bank should have County wide branches to accept deposits from PSA customers.
- 8. The bank should have the ability to provide web or on-line reporting of balances, on-line transactions, on-line transfers and provide an online business solution.
- 9. The bank shall provide a Brinks armored truck service to pick up at the Treasurer's Office each work day. Atlantic Union Bank currently provides remit plus equipment (2 scanners) and maintenance contracts, software Wausau Deluxe, remote deposit images.

10. The bank should provide a competitive interest rate on deposits based on current and future market conditions.

B. DESCRIPTION OF SERVICES:

1. The County has a need for several separate demand deposit accounts: For Montgomery County a depository account for general operations. In addition, interest-bearing accounts are required from time to time for federal funds. For the PSA depository account and two controlled disbursements for payroll and accounts payable.

Attachment C discloses activity in these accounts based on a 12 month period January 2022 through December 2022.

All deposits should be available for immediate withdrawal without penalty.

The County and the PSA reserve the right to establish additional accounts at the contracted rates should operational needs change.

- 2. Cash management services associated with the above accounts:
 - a. On-line or web based balance reporting which includes summary information for computing investable balances and detail information on wires. EFT credits and debits, credit card deposits, EFT return or change reports, and other types of paperless transactions.
 - b. Account Analysis The bank shall provide monthly account analysis.
 - c. Deposit Processing
 - (1) The bank should provide, at no cost, pre-printed deposit slips for the County, PSA, ACAC, and Parks and Recreation. Reorders of the deposit slips should be delivered to the County or PSA within seven working days. Quality control of the deposit slips is required.
 - (2) The bank shall under NO circumstances alter any County or PSA deposits. Error correction should be done after a phone call on the same business day. The debit/credit advice shall be sent to the Treasurer's office or the PSA office promptly by email. Debit or credit advices should be sufficiently detailed to identify the transaction to which it belongs including the original deposit total and date of the deposit. Any additional research on deposit adjustments requested by the County or PSA should be completed and mailed to the County or PSA within two business days regardless of the branch location or dollar amount.
 - (3) The County and the PSA require that the bank accept the written amount instead of the numerical amount on any check that is being deposited in a County or PSA account. The Treasurer should be notified of any discrepancy via email or phone.
 - d. On-line wire transfers The bank shall provide the County and PSA detailed on-line descriptions of incoming wires, to be followed with a daily email confirmation.

- e. Debit and Credit EFT The bank shall provide EFT transfers to and from the County accounts and PSA accounts. Information related to returns and corrections shall be provided on-line. The credit EFT process is direct deposits of payroll.
- f. Account reconciliation The County and PSA desire a full check and deposit reconciliation. This service should be coordinated with the positive pay service.
 - (1) The bank shall provide to the County and PSA bank statements twice a month reporting all debits, credits and checks paid sorted by check number and deposits. The statements will be delivered to the County within three working days of the end of the period. The statements will cover the first through the fifteenth of the month and the sixteenth through the last day of the month. Errors shall be reported to the Treasurer immediately.
 - (2) The bank should provide an Excel report, or a way for the County to access a list of all checks paid by check number. Detail should include check number, date cleared, and dollar amount.
- g. Positive Pay The bank should be able to offer this security measure to prevent check fraud. The County or PSA will generate a check issue file daily for the bank to use in paying checks.
- h. Online Stop Payment and Check copy requests Stop payments should be in effect for one year after the stop is issued. This service should be at no cost to the County.
 - i. Cashier's Checks The County and PSA have the need to request cashier's checks from the bank. Cashier's checks should be at no charge to the County.
 - j. Bank Bags The bank should initially provide locking bank bags at no cost for the County and PSA. The Animal Care and Adoption Center (ACAC) will need disposable deposit bags for daily deposits. The County Frog Pond (pool) will also need disposable deposit bags for daily deposits during the pool season, which is typically Memorial Day to Labor Day.
 - k. Coin wrappers, change envelopes, and currency straps The bank shall provide these to the County at no cost.
 - Research The bank should provide, at no cost, research related to reconciliation problems, various bank-generated adjustments and paid checks. In many cases this will require copies of the adjustments or checks. This research should be completed immediately and necessary documents faxed or mailed as we request. Deposit validations errors should be researched and resolved immediately regardless of the branch location making the error or the amount of the error.
 - m. Returned Checks For any checks accepted by County or PSA and returned to the bank for nonpayment, the bank shall process a second time prior to returning them to the County or PSA. In the event of a second nonpayment, the bank shall debit the

account to which the check was deposited and send the check and debit memorandum in the mail to the Treasurer's office or PSA office. It is preferred that this service be provided to the County and PSA at no charge.

- n. Quarterly Reports of Public Funds The bank shall provide the County on a quarterly basis, or whatever is specified by law, a report on funds deemed to be public deposits.
- o. Audit Requests The bank shall furnish to the Auditors of Public Accounts (APA) and financial statement auditors such year-end information, statements, confirmations, and tapes as requested. There should be no cost to either the County or the APA.
- p. PSA Retail Lock-Box The PSA desires a lock-box processing for the account receivable systems listed below. The lock box address must be a Christiansburg, VA address. Payments may be received directly by the PSA or sent to the lock-box at the established post office box. It is the intent of the PSA to utilize the lock-box arrangement for the processing of the majority of payments received. The County will have the option to add lock-box services for other accounts at a later date.
 - (1) Water and Sewer Service Bills The PSA currently mails approximately 3,600 bills monthly. The payments are received each month throughout the year. All remittances received by the contractor by 3:00 p.m. of each day must be processed and the final information relayed to the PSA via computer transmission the following business day for each area.
- q. Treasurer's In House Lock Box The bank should provide at least two scanners and software necessary for the Treasurer's Office to process in house lock box payments. The bank should also provide a file that can be imported into the County software. The Treasurer's Office should be able to access images of scanned checks.
- r. Credit Card Processing
 - (1) As of January 1, 2024, the Treasurer's Office credit card transactions are processed through CSG Forte.
 - (2) PSA credit card transactions are processed through CSG Forte
- s. Disaster Recovery Plans The bank shall have a disaster recovery plan in the event of a systems failure at the bank's primary processing site.
- **C. EXCEPTIONS:** Any and all deviations from, or exceptions to, the Statement of Need and other requirements contained herein must be listed and prominently laid out in proposal materials, and should be clearly stated by the offeror in a separate section titled "Exceptions".

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

- 1.<u>RFP Response</u>: In order to be considered for selection, Offerors must submit a complete response to this RFP to include:
 - a. One (1) original and five (5) paper copies of the entire proposal INCLUSIVE OF ALL ATTACHMENTS. Any proprietary information should be clearly marked.
 - b. **One (1) electronic copy** in WORD format or searchable PDF (USB/Flash Drive) of the entire proposal as one document, **INCLUSIVE OF ALL ATTACHMENTS** mailed along with the hard copy above. Any proprietary information should be clearly marked.
 - c. Should the proposal contain **proprietary information**, proved **one (1) redacted** electronic copy in WORD format or searchable PDF (USP/Flash Drive) of the entire document **INCLUSIVE OF ALL ATTACHMENTS**. **All identified proprietary information should be blacked out**. This USB/Flash Drive should be marked *"Redacted Copy"*.
 - d. Response shall be submitted to:

Jeff Groseclose, CPPB, Procurement Manager Montgomery County Purchasing Department 755 Roanoke Street, Suite 2C Christiansburg, VA 24073

Identify on outside of envelope: Sealed RFP # 24-09

RFP Due date and hour: February 13, 2024, 3:00 P.M.

The Offeror shall make no other distribution of the proposal.

- 2. <u>Proposal Preparations</u>:
 - a. Proposal shall be signed by an authorized representative of the Offeror. All information requested should be submitted. The Procurement Manger will review all proposals to ensure required information is included. Failure to submit all information requested may result in a request to submit the missing information. Proposals which are substantially incomplete or lack key information may be rejected as incomplete. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals will be reviewed and evaluated by a Committee as designated by the County.
 - c. Proposal should be prepared simply and economically, providing a straight forward,

concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

- d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirements as it appears in the RFP. If a response covers more than one page. the proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by 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 2.2-4342D of the Code of Virginia, in writing, either before or at the time the data or other 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 and will result in rejection of the proposal.
- **B.** <u>SPECIFIC REQUIREMENTS</u>: Proposals should be as thorough and as detailed as possible so that the County and the PSA may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:

1. The return of the RFP general information form and addenda, if any, signed and completed as required.

2. Please provide four (4) recent references, similar to Montgomery County and the PSA, for whom you have provided the type of services described herein. Include the date(s) services were furnished, the client name, address and the name and phone number of the individual County/PSA has your permission to contact.

3. A written narrative statement for each type of service outlined in Section III. A. (A) and (B) including:

- a. A description of related procedures and timing factors.
- b. The experience and variety of services provided by the offeror.
- c. The expertise of offeror's staff and description of offeror's training and development program, which will assure that all personnel assigned to perform under any resultant contract, shall be capable and qualified in the work assigned to them.
- d. All costs/fees associated with services, including optional services or arrangements.
- e. The offeror's plan for conveying price decreases/increases during the initial contract period and any subsequent renewal periods.
- f. Provide samples of all analysis and statements.
- g. Provide rate at which interest will accrue on County and PSA deposits. Please provide rate based on the federal reserve rate. Federal funds, treasuries or other type of index. Please describe in detail the suggested index or indices that you use and how the County can be assured of the best interest rate for the duration of the contract. Discuss how often this rate would fluctuate and the factors that are associated with changes. How long could you guarantee a rate?
- 4. For "Positive Pay" provide the following:
 - a. Describe the process of authorization after file transmission.
 - b. What type of data transmissions are accepted?
 - c. How are manual issues or deletes communicated to the bank?
 - d. How are cashed checks verified against the issue file?
 - e. What is the default disposition if the bank does not receive a pay decision?
- 5. The disaster recovery plan related to the retail lock-box operation and for the operation center for daily processing.
- 6. Offeror may submit other information believed pertinent for consideration.

V. EVALUATION AND AWARD OF CONTRACT:

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

EVALUATION CRITERIA	WEIGHT
1. Interest Rate on Deposits	35
2. Method and plan for providing services	20
3. Staff commitment, experience and qualifications	15
	-
4. Cost of Services	20
	_0
5. References	5
	C
6. Time required to begin providing services after	
contract award and plan of conversion to the offeror's bank	5
contract a mar plan of conversion to the offerer bound	C C

VI. <u>OPTIONAL PRE-PROPOSAL CONFERENCE:</u> A pre-proposal conference will be held at 2:30 pm on Friday, January 26, 2024 at 755 Roanoke Street, Christiansburg, VA 24073 in Multipurpose Room #2. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Potential offerors may also attend by teleconference.

Email <u>mcpurchasing@montgomerycountyva.gov</u> no later than 5:00 pm on January 25, 2024 to pre-register for the conference and to receive instructions for attending in person or by

teleconference. If you do not pre-register by this deadline, there is no guarantee you will receive instructions prior to the meeting to attend via teleconference.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring/have a copy of this solicitation with you during the conference. Any changes resulting from this conference will be issued in a written addendum to this solicitation.

Potential offerors are encouraged to submit written questions before the conference so questions may be addressed during the meeting. Written questions must be submitted by email to Jeff Groseclose at <u>mcpurchasing@montgomerycountyva.gov</u> no later than close of business on January 29, 2024.

VII. <u>RESERVATION OF RIGHTS</u>: Montgomery County reserves the right to award in part or in whole, to one or more vendors, or to reject any or all proposals, whichever is deemed to be in its best interest.

VIII. <u>CONTRACT ADMINISTRATION</u>:

Lisa Rayne, Financial and Management Services Director and Mary Weaver, Treasurer or their designee(s), shall be identified as the Contract Administrators and shall use all powers under the contract to enforce its faithful performance. The Contract Administrators, or their designee(s), shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or their designee(s), shall not have the authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Montgomery County Purchasing Department through a written amendment to the contract.

IX. <u>**CONTRACT PERIOD**</u>: The initial term of this contract is for five (5) years or as negotiated. There will be an option for five (5) successive one-year renewals, or as negotiated.

ATTACHMENT A TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

<u>https://montgomerycountyva.gov/docs/default-source/purchasing-</u> solicitations/rfp_terms_and_conditions.pdf?sfvrsn=ecfd231d_2

SPECIAL TERMS AND CONDITIONS

- 1. **AUDIT**: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Montgomery County, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- 2. BLANKET FIDELITY BOND: Contractor shall maintain a blanket fidelity bond obtained from an insurance company licensed to conduct fidelity business in the home state of the contractor and which has earned an A.M. Best Company, Inc. rating of A or better, as reflected in their most current publication, covering all personnel under contract to the Commonwealth of Virginia, with a penalty amount of not less than \$500,000, naming Montgomery County and the Commonwealth of Virginia as co-obligees. Certificate of such protection must be presented to Montgomery County prior to the start of the service showing name of surety, limit and type of coverage, term of coverage, co-obligee provision and name and address of licensed Virginia insurance agent. The contractor agrees to maintain such bond until one year after the completion of the contract.
- 3. CANCELLATION OF CONTRACT: Montgomery County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- 4. **CONTRACT DOCUMENTS**: The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
- 5. **IDENTIFICATION OF PROPOSAL ENVELOPE**: The signed proposal should be returned in a separate envelope or package, sealed and addressed as follows:

Montgomery County

Purchasing Department

755 Roanoke Street, Suite 2C

Christiansburg, VA 24073-3179

Reference the opening date and hour, and RFP Number in the lower left corner of the envelope or package.

If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope. Proposals may be hand delivered to the Montgomery

County Purchasing Department.

6. **INDEPENDENT CONTRACTOR**: The contractor shall not be an employee of Montgomery County, but shall be an independent contractor.

Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Montgomery County, or to otherwise act on behalf of Montgomery County, except as Montgomery County may expressly authorize in writing.

7. **INSURANCE, MONEY AND SECURITIES**: Contractor shall maintain a Broad Form Money and Securities Insurance Policy obtained from an insurance company licensed to conduct crime insurance business in the home state of the contractor and which has earned an A.M. Best Company, Inc. rating of A or better, as reflected in their most current publication, covering all money and property entrusted to the contractor by Montgomery County, with limits of coverage of not less than \$500,000 for Loss Inside the Premises Coverage and not less than \$500,000 for Loss Outside the Premises Coverage and not less than \$500,000 for Loss Outside the Premises Coverage, naming Montgomery County and the Commonwealth of Virginia as additional named insured as respects this contract. Certificate of such protection must be presented to the purchasing agency prior to the start of the service showing name of insurance company, limits and type of coverage, term of coverage, additional insured provision and name and address of licensed insurance agent. The contractor agrees to maintain such policy until the completion of the contract and all money and property of Montgomery County is remitted to Montgomery County.

8. INSURANCE:

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, Montgomery County reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- A. Worker's Compensation Statutory requirements and benefits.
- B. Employers Liability \$100,000.00
- C. General Liability \$500,000.00 combined single limit. Montgomery County and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.

D. Automobile Liability - \$500,000.00

The contractor agrees to be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, <u>including but not limited to claims under the Worker's Compensation Act</u>. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance of the contract.

9. MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING: Where it is practicable for any portion of the awarded contract to be subcontracted

to other suppliers, the contractor is encouraged to offer such business to minority and/or womenowned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

10. **NOTICES**: Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered or mailed to the address of the respective party at the following address

If to Contractor: Address shown on RFP cover page

Attention: Name of Person Signing RFP

If to Montgomery County:

Montgomery County Attn: Jeff Groseclose, CPPB Purchasing Department 755 Roanoke Street, Suite 2C Christiansburg, VA 24073-3179

and

Montgomery County Attn: Mary Weaver, Treasurer 755 Roanoke St, Suite 1B Christiansburg, VA 24073-3171

and

Montgomery County Public Service Authority Attn: Lisa Rayne, Montgomery County Finance Director 755 Roanoke Street, Suite 2C Christiansburg, VA 24073-3173

11. **PROPOSAL ACCEPTANCE PERIOD**: Any proposal received in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

ATTACHMENT B COUNTY OF MONTGOMERY SAMPLE STANDARD CONTRACT

Contract Number:

This contract entered into this ____ day of, 202__, by _____ hereinafter called the "Contractor" and the County of Montgomery, called the "County".

WITNESSETH that the Contractor and the County, in consideration of mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the County as set forth in the Contract Documents.

CONTRACT PERIOD: The initial contract period is ______ through ______.

COMPENSATION AND METHOD OF PAYMENT: Payment to the County shall be made in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of signed Contract, the statement of need, general terms and conditions, special terms and conditions, specifications, and other data contained in this Request For Proposal Number, dated ______, together with all written modifications thereof, the proposal submitted by the Contractor dated ______ and the Contractor's letter dated ______, all of which contract documents are incorporated herein.

In **WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

COUNTY OF MONTGOMERY:

By: **This is a sample form. Do not sign**

Title: ______

By: _____

Title: _____

Attachment C

Deposits for the Calendar Year 2022 for the County

January 2022	\$12,806,381.46
February 2022	\$14,018,535.39
March 2022	\$15,196,285.60
April 2022	\$14,190,351.70
May 2022	\$34,710,160.21
June 2022	\$47,325,411.67
July 2022	\$10,730,345.38
August 2022	\$11,413,315.96
September 2022	\$14,519,030.04
October 2022	\$23,197,470.43
November 2022	\$44,961,732.80
December 2022	\$34,651,397.38
Total	\$277,720,418.02

RFP 24-09 - ATTACHMENT D Service Analysis from Current Bank

Code	Description	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec	Total	Average
8	Cash Deposit	44800	72041	88325	43623	, 141146	148342	48552	33711	39139		283927	267510	1392661	116055
	Deposit	95	0	0	0	0	0	0	0	0	0	0	0	95	8
21	ACH Credit	166	161	196	195	234	243	219	250	215	252	245	255	2631	219
47	Foreign Count	1	0	0	1	1	1	3	1	2	3	0	1	14	1
52	Chargeback	4	1	1	2	1	13	2	1	3	11	8	19	66	6
54	Check Cashed	169	0	0	0	0	0	0	0	0	0	0	0	169	14
89	ACH Debit	34	36	38	36	31	38	45	47	35	44	52	55	491	41
94	Wire BEB Outgoing Domestic	52	43	51	48	50	45	46	47	48	35	49	48	562	47
2195	ACH Medical Payment Credit	1	1	2	0	2	1	1	2	0	2	1	2	15	1
4001	Lockbox Payment	18	16	23	21	21	21	20	23	21	20	19	20	243	20
5101	Stop Payment	2	1	5	2	13	5	234	1	5	0	0	3	271	23
47001	Non Atlantic Union Item Deposited	1994	1805	1749	1619	6902	5675	751	945	1253	9422	10122	9502	51739	4312
47003	On-Us Item Deposited	372	376	372	353	1647	1251	170	210	284	1941	1948	1842	10766	897
47004	ACH Originated-Credit	1200	1203	1198	1195	1243	1307	1302	1285	1291	1279	1471	1293	15267	1272
47005	ACH Originated-Debit	44	42	41	41	39	37	36	36	37	40	39	39	471	39
47007	ACH Return - Originated Credit	0	0	1	0	0	0	1	0	0	0	0	0	2	0
47013	ОВТ	9	9	9	10	10	9	13	10	10	12	9	10	120	10
50115	WLBX File Transmission	18	16	23	21	21	21	20	23	21	20	19	20	243	20
50116	WLBX Image Transmitted	2312	2141	2061	1939	8505	6895	892	1117	1501	11328	12045	11310	62046	5171
50122	WLBX 7 Year Image Archive-Per Image	2312	2141	2061	1939	16678	14178	892	1117	1501	22356	24346	23464	112985	9415
50203	RLBX 7 Year Image Archive-Per Image	2000	0	0	0	0	0	0	0	0	0	0	0	2000	167
50344	Remote Remit Capture Monthly Maint	1	1	1	1	1	1	1	1	1	1	1	1	12	1
50345	Rrc-Per Check Image Import	2312	2141	2061	1939	8505	6895	892	1117	1501	11328	12045	11310	62046	5171
50346	Rrc-Per Document Image Import	2312	2141	2061	1939	11241	10695	892	1117	1501	14141	16135	16561	80736	6728
93138	ACH Originated Debits And Credits	3736	3714	3811	3801	3883	4239	3661	3723	3808	3870	5827	3980	48053	4004
93150	Business Ebanking BEB Monthly Maint	1	1	1	1	1	1	1	1	1	1	1	1	12	1
93270	Positive Pay Issue Item	1535	1683	1526	1389	939	1108	1120	1112	1209	1065	1135	1093	14914	1243
93277	Positive Pay Account	1	1	1	1	1	1	1	1	1	1	1	1	12	1
93405	ACH BEB Monthly Maint	1	1	1	1	1	1	1	1	1	1	1	1	12	1
	BEB Premium Reporting Monthly Maint	1	1	1	1	1	1	1	1	1	1	1	1	12	1
93447	Wire BEB Monthly Maint	1	1	1	1	1	1	1	1	1	1	1	1	12	1
G1	Check Paid	1126	1846	1601	1208	1368	1121	898	1309	1040	1015	1156	1151	14839	1237
G3	Wire Incoming	2	2	3	3	5	11	3	1	3	3	9	4	49	4
G5	Deposit	95	85	100	104	116	131	118	122	101	107	95	98	1272	106
P50002	WLBX PO Box - Annual Pass Through	0	0	0	0	0	0	0	0	0	0	0	1	1	0
	Deposit Balance Assessment	103092	91781	87183	80753	83072	112330	112795	102607	96008	92867	107110	131271	1200869	100072
10000	Analyzed Account Monthly Maint	1	1	1	1	1	1	1	1	1	1	1	1	12	1

RFP 24-09 - ATTACHMENT E

CALENDAR YEAR 2022 JANUARY 1, 2022 – DECEMBER 31, 2022 Number of successful credit card transactions imported from FORTE were: 11,280 Number of successful e-Check transactions imported from FORTE were: 7,111

FISCAL YEAR 2023 JULY 1, 2022 – JUNE 30, 2023 Number of successful credit card transactions imported from FORTE were: 11,628 Number of successful e-Check transactions imported from FORTE were: 7,423

DECEMBER 2022 DECEMBER 1, 2022 – DECEMBER 31, 2022 Number of successful credit card transactions imported from FORTE were: 3,289 Number of successful e-Check transactions imported from FORTE were: 1,875 For a combined total of 6,722 bills paid. Meaning the number of bills paid is 23% higher than the number of transactions imported.

JUNE 2023 JUNE 1, 2023 – JUNE 30, 2023 Number of successful credit card transactions imported from FORTE were: 497 Number of successful e-Check transactions imported from FORTE were: 528 For a combined total of 1,598 bills paid. Meaning the number of bills paid is 36% higher than the number of transactions imported.

ATTACHMENT F

MONTGOMERY COUNTY TREASURER INVESTMENT POLICY

The Montgomery County Treasurer Investment Policy is hereby incorporated in to RFP # 24-09 by reference as a separate attachment.