

REQUEST FOR PROPOSAL (RFP)



Issue Date: January 20, 2026

RFP#: 2027-RFP-7011226

Title: Banking Services

Issuing Agency: County of Albemarle
Office of Procurement
401 McIntire Road, Room 248
Charlottesville, VA 22902

Period of Contract: Initial term of five (5) years, with the potential of five (5) additional one (1) year each, renewal periods, at the sole discretion of the County, and if agreed upon in writing by both parties.

Sealed Proposals will be received until 2:00pm ET on Friday, March 13, 2026, on for furnishing the goods/services described herein. Proposals received after the announced time and date for receipt will remain unopened. **No telephone, emailed or faxed proposals will be considered.**

The face of the envelope or shipping container shall be clearly marked in the lower left-hand corner as follows:

RFP#:	2027-RFP-7011226
TITLE:	Banking Services
PROPOSAL DUE:	Friday, March 13, 2026, at 2:00pm ET.

All Inquiries for Information Should Submitted in Writing and Be Directed To: Sharon Cash, at scash2@albemarle.org.

Proposals should be submitted electronically by the stated due date and time, through the [Albemarle County Procurement Intake Form](#) on the Albemarle County Procurement Solicitations Page: <https://www.albemarle.org/government/finance/procurement/solicitations>.

Alternatively, a secure lockbox is available, at the exterior Visitors Entrance of the Issuing Agency, labeled Vendor/Contractor Bids or Proposals Only. Proposals may be placed in this box, prior to the established due date and time for each solicitation, or may be shipped/mailed, or hand delivered directly to the issuing agency shown above.

PRE-PROPOSAL CONFERENCE: No pre-proposal conference is scheduled.

In compliance with this request for proposal and to all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services herein.

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Name and Address of Firm:

Zip Code: _____

Date: _____
By: _____
(Signature In Ink)

Telephone Number: (____) _____
Fax Number: (____) _____
E-mail Address: _____

Name: _____
(Please Print)
Title: _____

I have the authority to bind the corporation.

SMALL, WOMAN, MINORITY AND SERVICE-DISABLED VETERAN-OWNED BUSINESS: YES; NO
IF YES ⇒ ⇒ SMALL; WOMAN; MINORITY; SERVICE-DISABLED VETERAN-OWNED

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

TABLE OF CONTENTS FOR RFP# 2025-RFP-7011226

	PAGE
I. <u>PURPOSE</u>	3
II. <u>BACKGROUND</u>	3
III. <u>PROCUREMENT SCHEDULE</u>	6
IV. <u>COMPETITION INTENDED</u>	6
V. <u>STATEMENT OF NEEDS</u>	6
VI. <u>PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS</u>	9
VII. <u>EVALUATION AND AWARD CRITERIA</u>	19
VIII. <u>PRE-PROPOSAL CONFERENCE</u>	20
IX. <u>GENERAL TERMS AND CONDITIONS</u>	20
X. <u>SPECIFIC TERMS AND CONDITIONS</u>	27
XI. <u>METHOD OF PAYMENT</u>	28
XII. <u>PRICING SCHEDULE</u>	28
XIII. <u>ATTACHMENTS</u>	29

I. PURPOSE:

The purpose of this Request for Proposal (“RFP”) is to solicit sealed proposals from qualified financial institutions to establish a contract through competitive negotiation for the purchase of various banking services for the County of Albemarle, Virginia (the “County”). The County wishes to create efficiencies, make improvements where possible, and take advantage of new, applicable technologies at the lowest overall cost to implement. Of equal consideration is a service-oriented and responsive relationship with the selected institution.

II. BACKGROUND:

A. General Information:

The County is located in northern, central Virginia, approximately 60 miles west of Richmond and 115 miles southwest of Washington, D.C. The County surrounds the City of Charlottesville and is home to the University of Virginia. According to the Weldon Cooper Center for Public Service, Demographics Research Group, the County’s population estimate as of July 1, 2024, is 117,790. The County is served locally by six Board of Supervisor members, seven elected School Board members, and three elected Constitutional Officers (Clerk of Circuit Court, Sheriff, and Commonwealth’s Attorney). The County is organized under the County Executive form of government and organization. Under this form of government, the Board is the policy-making body of the County. The Board’s administrative responsibilities relate generally to overseeing the implementation and administration of policies through an appointed County Executive who is the chief executive officer. All departments directly responsible to the Board report to the County Executive. There is no elected Treasurer. This function is carried out by the Director of Finance, a role that the County appointed as Chief Financial Officer in 2020. There are 24 public schools within the County.

The Chief Financial Officer is responsible for administering and managing the County’s government and school funding. For the fiscal year that ended on June 30, 2025, the County had annual revenues of \$491 million. Approximately \$310 million, or 63% of these revenues, are comprised of real estate and personal property taxes. Real estate and personal property tax bills are due on June 25th and December 5th of each year. The County maintains an AAA bond rating from Moody’s, Standard and Poor’s, and Fitch IBCA, and has maintained AAA ratings continuously since 1977.

The County serves as fiscal agent for several jointly governed entities including, but not limited to, the Charlottesville/UVA/Albemarle County Emergency Communications Center, Darden Towe Memorial Park and the Blue Ridge Juvenile Detention Commission.

The County utilizes several key systems and third-party services that interface directly or indirectly with its banking services including Tyler EERP, Catalis TAX (PCI) Cashiering System, ADP (payroll processing), and an Adcomp Automated payment Terminal (a payment kiosk). Retail lockbox services are provided by DMP and are not part of this RFP.

The County of Albemarle’s **Annual Comprehensive Financial Report** (ACFR) for the fiscal year ended June 30, 2025, can be located here:

<https://www.albemarle.org/government/finance-and-budget/historical-budgets-and-annual-comprehensive-financial-report-files>.

B. Banking Information:

1) Current General Banking Relationship and Accounts:

The County currently contracts with Bank of America to provide banking services. The main account structure consists of a Zero Balance Account (ZBA) master account and eight ZBA subaccounts. One of the eight ZBA subaccounts is a master account for school cafeteria activities, which rolls up each school’s cafeteria account. There are also three stand-alone accounts. See **Appendix A – Bank Account Structure** for a chart summarizing the banking inflows and outflows.

A summary and description of the main accounts are listed below:

- **Concentration Account (ZBA Master):** This account is where the majority of the County’s funds are combined for operational and investing purposes.
- **Accounts Payable Account (ZBA Sub):** The majority the disbursement activity (in transactions) is processed through the Accounts Payable Account as checks. In addition, the County has added ACH payments as an option for vendors.
- **Payroll Account (ZBA Sub):** ADP is the County’s payroll processor. ADP reverse-wires the payroll and payroll taxes from this account for distribution.
- **Zelle Disbursements (ZBA Sub):** Currently inactive.

- **Lockbox Account (ZBA Sub):** The County already has contracted with DMP for retail lockbox services. DMP's daily image cash letter of processed checks is credited to this account. Also, the County Paymode concentrator service for taxpayers who have elected to pay their bills through electronic home bill payment services is credited here as well as an ACH activity.
- **Revenue & Tax Credit Card Account (ZBA Sub):** This account receives the taxpayer activity paid by credit card or online payments.
- **Education Credit Card Account (ZBA Sub):** This account receives credit card payments for afterschool services and for community education.
- **Emergency Medical Services Account (ZBA Sub):** This account receives payments generated from County ambulance and emergency services.
- **School Cafeteria Account (ZBA Sub).** Each of the 24 County schools receive cash and check payments for cafeteria services. Each school has its own depository or subaccount for these cafeteria deposits. The 24 depository subaccounts are combined into the master Cafeteria Account.
- **Performance Bond Account (not ZBA):** This demand deposit account is used to segregate and safeguard funds from parties whom the County requires security as a guarantee for their performance on agreed-upon development plans. The current bank accrues interest in each subaccount daily, and manages the 1099 reporting. The account uses banking-provided escrow management services to manage subaccount activity and support 1099 reporting.
- **Special Welfare Account (not ZBA):** This account is a stand-alone account used for Social Welfare disbursements and requires its own statement for reconciliation.
- **Earnings Credit Account (not ZBA):** This account earns interest used to pay the banking service charges.

2) Deposit Services

The County processes deposits at local bank branches, a regional vault, by using remote deposit capture ("RDC"), and image cash letter ("ICL") technology.

a. Branch Activity

The school cafeteria activity is deposited at bank branches, using either teller windows or night drops. Approximately **\$200,000** in coin and currency is processed at branch locations during the school year.

b. Vault Activity

The majority of the County's deposit activity is processed through the vault. The County has contracted with Brinks for the delivery of cash/check deposit activity. There are roughly **20** deposits each month with a total of roughly **\$8,500** in coin and currency. All deposits are made in tamper evident bags with one deposit ticket per bag. Some bags contain a combination of coin and currency. There may also be a small number of checks deposited at the vault.

c. Remote Deposit Capture Activity

The County uses ten (10) Canon CR-150 check scanners at individual workstations to image checks. The County uses one (1) Digital Check Tellerscan (TS) 240 to image checks for a central Remote Deposit Capture system. The check images file from both RDC and all the workstations are uploaded to the Bank for processing daily.

d. Image Cash Letter Activity

The County utilizes the Catalis TAX (PCI) Cashiering System, which scans deposited checks and generates an ICL file for the bank. Approximately 4,800 transactions a month will be processed in this manner.

e. Coins/Currency

The County occasionally purchases coin and currency, several times a year at approximately \$800 per request. These would be delivered by the contracted armored car courier services.

f. Paymode-X

The County uses Paymode-X to provide an electronic option for businesses.

g. Smart Safe

The County is not currently using smart safes but is interested in considering the option to reduce the number of deposits at branch locations and the vault.

3. Check Disbursement Services

The County disburses checks for accounts payable, social services benefits, and payroll. Most of these checks are paid from the Accounts Payable and Special Welfare accounts.

a. Checks – Accounts Payable

The majority of checks are cut against the Accounts Payable Account. On average, **2,300** Accounts Payable are cut monthly. In addition, the County has added ACH payments as an option for vendors and expects to see some transfer of check activity to ACH activity. The County is also interested in the outsourcing of check printing.

b. Checks – Other Accounts

Three other accounts also cut checks. On average 4 checks are cut monthly against the Special Welfare Account, and 1-2 checks are cut monthly against the Performance Bond Account. The Payroll account has the ability to cut checks, but that is very rare.

c. Positive Pay

The County requires fraud prevention services to protect its all of its checks. Checks cut against the Accounts Payable, Performance Bond, and Payroll Accounts are protected by the payee positive pay service. Checks cut against the Special Welfare Account are protected by the positive pay service.

4. Electronic Transfer of Funds

a. Manual Electronic Disbursements – Wire and/or ACH payments

Currently the majority of wire and ACH payments are processed manually using the current bank's software. On average, there are 10 wires and 65 ACH Disbursements.

b. Automated Electronic Disbursements – ACH payments

The County has added ACH payments as an option for vendors and expects to see some transfer of check activity to ACH activity. There may be a transfer of some manual electronic deposits from above as well.

c. Electronic receipts of funds.

The County uses fraud prevention services to protect its all of its checks. Checks cut against the Accounts Payable, Performance Bond and Payroll accounts are protected by the payee positive pay service. Checks cut against the Special Welfare Account are protected by the positive pay service.

5. Reporting

In order to perform its reconciliation and cash management duties, the County has scheduled daily and monthly reports of balances and transaction information, including current and prior-day reporting of ledger balance, available balance, and summary and details of credits/debits posted. The County reconciles its accounts monthly. The County uses full account reconciliation services on its disbursement accounts. PDF and CSV/Excel formats are required to reconcile.

6. Bank Balances

As part of its daily cash management, the County currently targets a concentration account bank balance of \$5 million and manually transfers excess funds to the Virginia Local Government Investment Pool ("LGIP"). Due to a number of reasons, the concentration account balance can fluctuate above or below that target, sometimes fluctuating above \$20 million. The two other non-ZBA accounts (Special Welfare and Performance Bond) have approximate balances of \$100 thousand and \$3.5 million, respectively. In the future, the amount of money held at the bank will depend on the rate paid by the Successful Offeror(s) and the County's liquidity needs.

7. Point of Sale ("POS") Card Processing

The County accepts card transactions in many of its departments and schools. The County has separate contracts with other service providers for credit card processing services and is not considering any changes to that program as part of this RFP.

III. PROCUREMENT SCHEDULE

RFP Process Timeline	
Request for Proposal Posted	Tuesday, January 20, 2026
Questions Due to Procurement, not later than	Tuesday, March 3, 2026
Response proposals due to Procurement, not later than	Friday, March 13, 2026, by 2:00pm ET
Offeror Presentations, if selected	April, 2026
Negotiations	May, 2026
Award Contract	Monday, August 31, 2026
Service Implementation 100% Complete	Sunday, February 28, 2027

IV. COMPETITION INTENDED:

It is the County's intent that this Request for Proposal (RFP) permits competition. It shall be the Offeror's responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source, or otherwise restricts competition. All comments, questions, or requests for clarification, including any notification regarding restrictions to competition, must be received by the Purchasing Agent not later than seven (7) days prior to the date set for receipt of offers. Offerors may not rely on any oral explanations, clarifications, or changes to the solicitation. All explanations, clarifications, or changes will be issued in written form as detailed below. The County will not be bound by any oral statements.

All inquiries and any changes to the requirements of this solicitation shall be answered by issue of written addenda to the solicitation. It shall be the responsibility of the Offeror to acknowledge all addenda by signing and returning a copy of all addenda with the offer submission or by separate acknowledgement of each addendum by number and date, in writing. Offerors are advised to contact this office to confirm the number of addenda five (5) days before the date established for offer due date. All addenda will be issued by not later than five (5) days prior to offer due date.

V. STATEMENT OF NEEDS:

Banking Services: The Successful Offeror(s) shall furnish all labor, supervision, materials, and services required to provide banking services as specified within this Statement of Needs.

A. General Banking Relationship and Accounts

The Successful Offeror shall:

- 1) Be designated as a Qualified Public Depository as specified in the Virginia Security for Public Deposits Act of the Code of Virginia, Title 2.2, Chapter 44.
- 2) Collateralize all deposits in a manner consistent with the requirements of Section 58.1-3158 and Title 2.2, Chapter 44 (Sections 2.2-4400 et seq.) of the Code of Virginia.
- 3) Maintain at least one deposit-taking branch within the County's boundary.
- 4) Establish 19 or more demand deposit accounts to meet the County's collection and disbursement requirements.
- 5) Offer ZBA services to concentrate funds for investment.
- 6) Offer comprehensive online banking and reporting services.
- 7) Assign a dedicated customer support representative.
- 8) Provide training for County staff on Offeror's systems.

B. Deposit Services

The Successful Offeror shall:

- 1) Process check deposits at local branch(es), vault location and through remote deposit capture/image cash letter (RDC/ICL).
- 2) Process coin and currency at a local branch or vault location.
- 3) Process ICL files from the County's cashing system for same day deposit with a cutoff time after 6:00 p.m. ET.
- 4) Provide deposit reconciliation service.
- 5) Fulfill orders for currency and coin through the County's armored car provider and branch locations.
- 6) Image deposited items and provide online access to the images.
- 7) Provide deposit tickets, with the cost passed through to the County without markup

C. Check Disbursement Services

The Successful Offeror shall:

- 1) Provide positive pay and payee positive pay services with the ability for the County to upload check details by both online and file transfer.
- 2) Provide timely teller positive pay.
- 3) Provide online positive pay exception item review and decisioning.
- 4) Provide online stop payment services.
- 5) Provide online access to cleared check images, front and back.
- 6) Deliver cleared check information in multiple formats like PDF, CSV/Excel, and ERP/API-ready.
- 7) Provide a supply of printed checks drawn on one of the County's accounts that can be used in emergencies when normal check writing processes are not available, with the cost passed through to the County without markup.

D. Electronic Transfer of Funds

The Successful Offeror shall:

- 1) Accept and send ACH transactions.
- 2) Establish an ACH exposure limit of at least \$20 million.
- 3) Provide full reporting of ACH addenda information on current or prior-day reports.
- 4) Provide ACH debit blocking and/or filtering services on all accounts.
- 5) Provide a secure electronic method for wiring funds and initiating intra-bank transfers, with configurable dual controls by transaction type and dollar thresholds.

E. Reporting

The Successful Offeror shall:

- 1) Provide online balance reporting services.
- 2) Allow at least 100 County employees with different levels of authorization to access the Successful Offeror's online reporting system.
- 3) Provide current-day and prior-day reporting.
- 4) Provide full account reconciliation services for the disbursement accounts.
- 5) Offer deposit reconciliation reports that include both branch and vault deposits.
- 6) Provide online monthly activity statements and reports for all accounts no later than the 2nd business day of the following month.
- 7) Provide a detailed monthly account analysis statement for each individual account and a consolidated statement showing charges for all account services.
- 8) Provide an outstanding issues report which can be run on demand or as scheduled, in multiple standard formats for human and machine readability.
- 9) Provide required information in multiple formats, like PDF, CSV/Excel, and ERP/API-ready reconciliation feeds.

F. Bank Balances

The Successful Offeror shall:

- 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.

G. Escrow Services

At times the County may require developers/contractors to pledge security or deposit funds as a guarantee for their performance on agreed-upon plans. The County maintains a bank account (the Performance Bond Account) in which funds are assigned a subaccount number. The Successful Offeror shall:

- 1) Provide an escrow product which manages subaccounts, manages the associated 1099 reporting, provides online functionality, and can accrue interest daily.

H. Security Requirements

The Successful Offeror shall:

- 1) Develop, implement, maintain, and use appropriate safeguards that reasonably prevent the misuse of information systems and appropriately protect the confidentiality, integrity, and availability of information systems.
- 2) Develop and implement policies and procedures to meet commercially reasonable security standards.
- 3) Ensure that any agent, including a vendor or subcontractor, to whom the Successful Offeror provides access to information systems, agrees to implement reasonable and appropriate safeguards to ensure the confidentiality, integrity, and availability of the information systems.

- 4) Report security incidents that occur on the Successful Offeror's information systems that may affect the County's systems, processes, employees, or reputation to the County within 24 hours of discovery.
- 5) Develop and implement policies and procedures regarding the use of information systems that describe how users are to protect against intrusion, tampering, viruses, etc.
- 6) Identify minimum security training requirements and provide minimum security training to staff who have access to information systems.
- 7) Complete continuity planning before moving information systems into a production status.

I. Fraud Prevention and Detection Services

The Successful Offeror shall:

- 1) Implement fraud detection systems that monitor County accounts and transactions in real time for suspicious activity.
- 2) Provide Positive Pay and Payee Positive Pay services for check disbursements, with automated alerts for mismatches or anomalies.
- 3) Offer ACH debit blocking and filtering services to prevent unauthorized electronic withdrawals.
- 4) Provide secure authentication protocols for County staff accessing banking systems, including multi-factor authentication.
- 5) Notify the County within 24 hours of any suspected or confirmed fraudulent activity affecting County accounts.
- 6) Provide online tools for County staff to review and manage fraud alerts, exceptions, and resolution workflows.
- 7) Offer fraud prevention training and awareness materials for County personnel.
- 8) Maintain a dedicated fraud support contact for urgent inquiries and resolution assistance.
- 9) Indemnify the County against losses resulting from fraud caused by the Successful Offeror's negligence or system failures.

J. Continuity of Services

Services under this resulting contract are vital to the County and must be continued without interruption, and upon contract expiration, a successor, either the County or another contractor, may continue them. Accordingly, the Successful Offeror shall:

- 1) Exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.
- 2) Make all County-owned equipment and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor.
- 3) Agree that the County's Office of Procurement shall have final authority to resolve disputes related to the transition of the contract from the Successful Offeror to its successor.
- 4) Upon written notice from the County, furnish phase-in/phase-out services for up to 120 days after this contract expires. Subject to the County's written approval, the Successful Offeror shall propose any fees and costs applicable to such services and a plan with the successor to execute the services. The Successful Offeror and the County shall negotiate in good faith to determine the applicable fees and costs and plan for phase-in/phase-out services. The County will compensate the Successful Offeror for all reasonable, approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in/ phase-out operations).

K. Relationship Management and Service Levels

The Successful Offeror shall:

- 1) Relationship Management Team

The Successful Offeror shall assign a relationship management team (the "Team") for the duration of the contract. The Team roster shall clearly establish roles and responsibilities of each member. Changes to Team roles and responsibilities will not result in a degradation of service level offerings. The Successful Offeror shall communicate changes to the County with at least 15 days' prior written notice, or as soon as practicable if it is not possible to give at least 15 days' prior written notice. The Team shall service all County client inquiries. County staff will not navigate the Successful Offeror's organization to resolve requests or inquiries.
- 2) Service Level Expectations

The Successful Offeror shall meet service level expectations established by the Successful Offeror and contractually agreed upon with the County. Service level expectations shall minimally include:

 - a. Ongoing maintenance of the Team roster and timely communication of changes.
 - b. Adherence to standard request intake procedures and response time, no more than 24 business hours.
 - c. Adherence to non-standard issue intake triage protocol (severity) and response time expectations, no more than 72 business hours.
 - d. No less than quarterly leadership team engagement meetings to be organized and hosted by the Successful Offeror in person or virtually.

VI. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, proposals should be submitted electronically by the stated due date and time established herein, or as modified by an addendum hereto, through the Albemarle County Procurement Intake Form on the Albemarle County Procurement Solicitations Page: <https://www.albemarle.org/government/finance/procurement/solicitations>. Alternatively, a secure lockbox is available, at the exterior Visitors Entrance of the Issuing Agency, labeled *Vendor/Contractor Bids or Proposals Only*. Paper proposals may be placed in this box, prior to the established due date and time for each solicitation, or may be shipped/mailed, or hand delivered directly to the issuing agency shown above. One (1) original and one (1) copy on a USB flash drive in Microsoft Word or PDF format, must be submitted to the County as a complete sealed proposal. *Regardless of the method of delivery, it shall be the Bidder's responsibility to ensure timely and accurate delivery. Bids delivered to the wrong location or received in the specified location late will not be considered.*
2. Redacted Copies: In addition to the copies of the RFP Response specified above, paper proposals must include, both one (1) paper copy and also included on electronic media, one (1) redacted copy of the proposal, in accordance with the identified proprietary or confidential information, as determined by the Offeror. The redacted proposal, with proprietary language data blacked out, will be made available to the public in accordance with § 2.2-4342(F) of the Code of Virginia in response to requests for documents. It shall be the **sole responsibility** of the Offeror to ensure the supplied, redacted copy protects the firm's interests with regards to proprietary or confidential information that, in accordance with § 2.2-4342(F) of the Code of Virginia, may be considered protected information. Please see Attachment G, Proprietary/Confidential Information Identification.

No other distribution of the proposal shall be made by the Offeror.

3. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the County of Albemarle requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County. 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 should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. 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 requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next 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.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.

- e. Unless otherwise indicated in this RFP, 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 (*see* Virginia Code §§ 2.2-3700 *et seq.*). 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 affirmatively invoke the protections of Virginia Code § 2.2-4342(F), 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.
 - g. All costs of proposal preparation and presentation shall be borne by each Offeror. The County is not liable for any cost incurred by the Offeror prior to issuance of a contract.
4. **Offeror Presentation:** Offerors who submit a proposal in response to this RFP may be required to give a presentation of their proposal to the County. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations, if necessary. Offeror presentations are an option of the County and may or may not be conducted. Offeror presentations, if held, are tentatively planned for the week of April 13 – 17, 2026.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals shall be submitted in two separate volumes – Volume I, Technical Proposal and Volume II, Price Proposal. *No price data shall be included in Volume I, Technical Proposal.*

Proposals should be as thorough and detailed as possible so that the County may properly evaluate the Offeror’s capabilities to provide the required goods/services. Proposals should include a Table of Contents and all pages should be numbered accordingly.

Offerors are required to submit the following items as a complete proposal:

VOLUME I – Technical Proposal

Offerors are to make written proposals that present the Offeror’s qualifications and understanding of the work to be performed including all components listed in the Statement of Need. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

1. Section 1 – Overview:
 - a. Cover Letter on company letterhead, signed by a representative with the corporate authority to enter into contracts in the amount of the proposal.
2. Section 2 – Functional and Operational Requirements (Statement of Needs):
 - a. Offeror, in concise terms, shall state their understanding of the Statement of Needs requested by this RFP in Section V.
 - b. To the extent that an Offeror cannot meet an item listed in the Statement of Needs in Section V, it shall list it and any relevant or mitigating information so that the County can assess the exception.
3. Section 3 – Qualifications, Experience, and Organizational Setup (Subject Matter Expertise & References):
 - a. Provide a general overview and brief history of the Offeror’s organization, including parent and/or subsidiary companies and the number of employees.
 - b. Describe the Offeror’s experience in providing similar services for governmental entities.

- c. Complete and return with proposal, **Attachment I**: Ratings 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.
- d. Discuss the Offeror's current capital structure, adequacy and coverage. Provide the following statistics for the last reporting period:
 - i. Total Risk Based Capital Ratio
 - ii. Tier 1 Risk Based Capital Ratio
 - iii. Tier 1 Leverage Capital Ratio
- e. Include an electronic copy of the most recent audited annual financial statements.
- f. Provide a statement indicating the CRA rating and performance evaluation published by the respective Federal financial supervisory agency, including overall CRA rating as well as CRA rating for primary rating area that encompasses the County.
- g. Provide the name, title, address, phone number, and email address of the primary contact person(s) assigned to the resulting County contract.
- h. Name the individuals who will work with the County on a regular basis. Name the individual(s) responsible for each proposed Service Group. Information should include:
 - i. Proposed role with regard to the County's account
 - ii. Experience working with other governmental entities.
 - iii. Number of years of experience in this field.
 - iv. Number of years with the firm.
- i. References: Provide at least four references for which work of a similar nature to that described herein was performed within the past three years. The reference should include the name, title, address, phone number, and email for the person on the owner's team who is most intimate with the details of project being referenced. See **Attachment B** - Offeror Data Sheet.

4. Section 4 –Implementation and Service Plan:

Offerors should demonstrate their plan to implement service and continue to provide services throughout the contract term. Offeror shall minimally include the following:

- a. Confirm that the Offeror's firm can meet each of the required services listed in Section V.
- b. Bank Account Structure
 - i. The County desires an account structure identical to its existing setup (please see **Appendix A**). Please provide details/comments if the Offeror cannot provide. Please suggest ideas for different structures or configurations that would improve the County's operations.
- c. Physical Deposit Processing: The County requires a depository system capable of servicing the County and its schools by means of convenient branch locations with night drop locations located in Albemarle County.
 - i. Please provide a schedule showing the closest local branch to each County location listed on **Appendix C County Buildings and Public School Locations**, "County office buildings and public school locations which may require access to a local branch"
 - ii. Please describe what branch redundancy the Offeror can provide.
- d. Branch Deposits
 - i. What is the ledger cutoff time for deposits made to branch locations?
 - ii. What type of deposit bags does the Offeror allow/require?
 - iii. Are there any restrictions on the amount of loose and/or rolled coin deposited at a branch location?
 - iv. How are deposits credited? Are items immediately verified? If provisional credit is given, when does verification take place?
 - v. If the Offeror corrects a branch deposit, how will the County be informed of this change (i.e. phone call, online notification, fax, e-mail)? Is there a de minimis amount below which the Offeror writes off deposit adjustments; if so, what is it?
- e. Vault Processing
 - i. Which vault location does the Offeror propose the County use for deposits handled by its armored car provider?
 - ii. Does the Offeror own the vault? If not, provide information about the vault operator (i.e. name, number of years of partnership, etc.).
 - iii. Does this vault location handle both cash and checks?
 - iv. What is the ledger cutoff time for deposits at this vault location?
 - v. Describe the process the County would use to research any deposit discrepancies. What is the Offeror's process for resolving discrepancies when a third-party courier and/or vault operator is employed?

- vi. How are deposits credited? Are items immediately verified? If provisional credit is given, when does verification take place?
- vii. If the Offeror corrects a vault deposit, how will the County be informed of this change (i.e. phone call, online notification, fax, e-mail)? Is there a de minimis amount below which the Offeror writes off deposit adjustments; if so, what is it?
- f. Describe the Offeror's deposit reconciliation services.
 - i. What are the specifications for assigning unique deposit identification numbers (i.e. maximum number of digits, numeric-only, etc.)?
 - ii. Are daily deposit totals reported by each location separately?
 - iii. On what reports can the deposit identification number be found?
- g. 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.
 - i. If not, explain procedures for acquiring change and currency.
- h. Can the County make deposits into the Offeror's ATMs? If so, are there any limitations?
- i. Smart Safes
 - i. Does the Offeror offer smart safes or remote smart safe deposit solutions? If not, is the Offeror able to partner with an armored car courier to offer the technology? If the Offeror partners with multiple armored car companies, which companies does it work with in the County of Albemarle?
 - ii. Describe the smart safe options and technology available, including information about the available safe sizes and any associated costs.
 - iii. Can smart safes be leased from the bank or must they be leased from elsewhere?
 - iv. When depositing funds into a smart safe, are currency deposits credited to the County's bank account on a same day basis?
 - v. Can the smart safe handle deposits of both coin and currency?
- j. Paymode-X: The County would prefer to continue to use Paymode-X.
 - i. Does the Offeror have that service?
 - ii. If not please describe the recommended service, how it works, pricing, etc.
- k. Check Cashing Services: Will a check cashing agreement be required when a non-account holder cashes a County check at the Offeror's branch location?
 - i. If yes, include a copy.
- l. Remote Deposit Capture ("RDC")
 - i. Describe the Offeror's ability to process checks by RDC.
 - ii. How many checks can be included in a single 'deposit'?
 - iii. Does the Offeror verify that an item has not been previously deposited? If so, how many prior days does duplicate detection service check?
 - iv. For how long are electronic check images of items deposited by RDC stored and available for viewing on the Offeror's website?
 - v. How will the County be notified of deposit corrections and/or adjustments for RDC items? Will the County receive a copy of the check and any correspondence when there is a deposit correction?
 - vi. When using the Offeror's RDC service, can checks be automatically endorsed? Is the endorsement an electronic image or physically printed on the check?
 - vii. What is the ledger cutoff time for items processed by RDC?
 - viii. Are the County's existing RDC terminals compatible with the Offeror's system? If not, what are the one time and/or recurring costs for compatible scanners?
 - ix. Does the Offeror offer mobile remote deposit capture (mRDC)?
- m. Image Cash Letter ("ICL") Processing
 - i. Describe the Offeror's ability to process ICL files.
 - ii. Describe the process the County will follow to submit an ICL file.
 - iii. Does the Offeror verify that an item has not been previously deposited? If so, for how many prior days does the duplicate detection service check?
 - iv. If an image doesn't meet image quality requirements, what happens to it? Is there an item repair interface that addresses image quality issues?
 - v. What type of returned item reporting is available for items processed using ICL?
 - vi. What is the deposit cut off time for same day ledger credit?
- n. Return Item Processing
 - i. Can returned items be automatically redeposited?
 - ii. Does the Offeror offer Represented Check Entries ("RCK") services?
 - iii. Can the Offeror provide online access to electronic images (front and back) of returned items to the County? How soon after an item is returned can these images be accessed?

- o. Availability of Deposits
 - i. How does the Offeror determine and calculate the availability of deposited items? Does the Offeror calculate availability by item or formula?
 - ii. Does the Offeror give immediate availability for on-us items?
 - iii. Provide a copy of the availability schedules the Offeror proposes to use for the County, including branch deposit, vault, RDC and ICL.
- p. Daylight Overdrafts
 - i. Describe the Offeror's policies concerning daylight balance overdrafts. Indicate whether this is applied to each individual account or across all accounts of a client relationship.
 - ii. Is wire transfer processing stopped when the intra-day limit is reached?
- q. Check Disbursements / Positive Pay: This section applies to both positive pay and payee positive pay services:
 - i. Can the Offeror support the County's efforts to outsource check processing (checking printing and mailing)? If so, what are the associated costs and requirements?
 - ii. Please describe in detail each available option (i.e., web portal, SFTP) the County can use to transmit positive pay files to the Offeror.
 - iii. What are the deadlines associated with each stage of the transfer of a positive pay file to an exception decision (when to send, when the outstanding issues are updated, when Offeror notifies the County of an exception/no exception, and when is the deadline to render a decision)?
 - iv. Please provide sample communication which the Offeror provides at each stage (see (b) above) of the transfer of a positive pay file to an exception decision?
 - v. How frequently can transmission files be uploaded to the bank for the issuance of additional checks and/or recently voided items? Is there a limit to the number of files per day? Do multiple files per day change the naming schema requirements?
 - vi. How quickly will transmission files of disbursement checks and/or recently voided items be available across the Offeror's platform (including branch tellers)?
 - vii. Please provide a sample positive pay format (example and/or documentation) that would be processed by the Offeror.
 - viii. What controls are in place to protect against lost files and duplications of transmissions? If duplicate files are sent, is there a penalty or potential issue?
 - ix. If the County is unable to provide a "pay" or "no pay" decision before the deadline, what happens? Does the Offeror offer a "do not pay" default?
 - x. Does the Offeror 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?
 - xi. If payee positive pay is used, how is payee information captured from the physical checks? What steps does the Offeror take to prevent exception items being flagged due to erroneous capture of payee information?
 - xii. Can stale-dated checks be reported as exception items? How are stale-dated checks identified? (i.e. are these checks automatically removed from the issue file after a set number of days or does the County need to send a file removing the checks from the issue file?)
 - xiii. If a disbursement check is deposited by the payee using mobile technology and he/she accidentally attempts to deposit the item a second time, will the Offeror's positive pay service identify this item as an exception, or will it be automatically returned as a duplicate item? How does this item appear in the County's daily reports?
- r. Stop Payments
 - i. What initial term options are available for stop payments and what is the cost per option?
 - ii. Are stop payment requests effective immediately? If not, how long does it take for a stop payment request to become effective?
 - iii. Will the system automatically verify if a check has been paid before processing the stop payment?
 - iv. If using positive pay, can a cancel be placed on an outstanding check in lieu of a stop payment? If so, can the cancel be placed online? Does the cancel ever expire?
 - v. Can stop payments be automatically renewed? If so, for how long?
 - vi. Is there a report that lists stop payments that are set to expire? If yes, provide a copy of the report.
- s. ACH Processing
 - i. Please describe in detail each available option (i.e. web portal, SFTP) the County can use to transmit ACH files to the Offeror.

- ii. Please provide a sample ACH file format (example and/or documentation) that would be processed by the Offeror.
 - iii. Please provide documentation or attestations confirming the Offeror's adherence to Nacha ACH Rules
 - iv. What controls are in place to protect against lost files and duplicate transmissions?
 - v. When does the Offeror need the file from the County for ACH transactions to settle either by same-day, next-day, or 2-day settlement? What is the deadline for file transmission for each?
 - vi. Discuss the Offeror's methodology for determining debit and credit exposure limits.
 - vii. What would happen to a file if the County exceeded its daily exposure limit?
 - viii. Does the Offeror accept both debits and credits in the same file? If so, discuss any additional requirements.
 - ix. Can transactions be added online for future processing dates? What is the Offeror's maximum retention for future dated transactions?
 - x. Does the Offeror offer same day ACH transaction capability? If so, describe the process.
 - xi. Describe the process for initiating an ACH Prenotification.
 - xii. How are returned and rejected ACH transactions handled? What information does the Offeror provide to assist in identifying returned and rejected ACH transactions? When is this information available?
 - xiii. Please describe process for cancelling/recalling transmitted ACH files.
 - xiv. Provide a screen shot of the information returned for an ACH Notifications of Change (NOC).
 - xv. How can the County gain access to addenda information (i.e. CCD, CCD+ and CTX) for incoming ACH transactions? Can this information be viewed online with current and/or prior-day reporting, or does the County need to download special EDI reports?
 - xvi. Does the Offeror provide a receivables processing service that would assist the County to identify the source of incoming ACH credits? If so, describe the service.
- t. Fraud Protection and Controls
- i. Does the Offeror provide ACH debit blocking service?
 - ii. Does the Offeror provide ACH filtering? If so, what level of filtering can be applied (originator, originator, and dollar amount, etc.)?
 - iii. With ACH debit blocking, does the Offeror notify the County of attempts to debit funds that have been automatically rejected?
 - iv. Does the Offeror offer ACH positive pay (ability to make pay / no pay decisions on unidentified transactions)?
 - v. What controls are in place to protect against lost files, duplicate transmissions and ACH file edits?
 - vi. Does the Offeror offer Universal Payment Identification Codes (ability to mask account numbers to reduce the risk of unauthorized direct debits)?
 - vii. Can accounts be designated "post no checks" to prevent any check from clearing?
 - viii. What other types of fraud services does the Offeror provide not already covered?
 - ix. What types of channels are covered (i.e. online, bank)?
 - x. What technical capabilities does the Offeror utilize (i.e. real-time capabilities, machine learning or AI integration, behavioral analytics)?
 - xi. Discuss the Offer's qualifications with fraud detection and prevention.
 - xii. Discuss experience with fraud detection,
 - xiii. Provide client references and case studies
 - xiv. Provide compliance and regulations (PCI DSS, NACHA, etc.)
- u. Wire Processing
- i. Discuss the process the County would use to set up repetitive wire transfers with the Offeror, including communication methods (e.g., written request, online).
 - ii. What is the cutoff time for an Outgoing Domestic Fed wires that are originated online? What is the cutoff time if the wire is initiated by phone?
 - iii. If wire transfers can be initiated online, describe the system's security features. Can varying degrees of authorization be set (i.e., multiple authorizers, maximum dollar amounts, etc.)?
 - iv. What controls are in place to protect against lost files and duplicate transmissions?
- v. Other Electronic Transfer of Funds Options
- i. Can your system support request-for-payment (RfP) functionality via RTP or FedNow? If yes, describe how it is implemented and used.
- w. Intra-Bank Account Transfers

- i. Describe the process of initiating intra-bank account transfers.
 - ii. Does the Offeror provide its customers dual control release options (secondary approval levels) for electronically initiated transfers? If so, describe.
 - iii. What is the cut-off time for same-day intra-bank account transfers?
 - x. System Administrators
 - i. Does the Offeror have a single login for online systems related to RDC, ICL, account activity, and reporting? If not, which systems have a separate login?
 - ii. What levels of authorization (i.e. accounts view, transaction capabilities, etc.) can be permitted or turned off for individual users?
 - iii. Can the County designate administrators? What capabilities and functionalities do administrators have (i.e. adding new users, removing users, setting authorization levels, etc.)?
 - iv. When setting up a new user, can a current user's privileges be copied for the new user?
 - v. What reports are available to systems administrators? Provide samples of all these reports.
 - y. Online Reporting System
 - i. How soon after the month-end cut-off date are the following items ready online and by mail?
 - 1. Bank Statements
 - 2. Full Reconciliation Information
 - 3. Account Analysis Statement
 - ii. Please provide a sample of a monthly bank statement.
 - iii. What transaction types are reported in prior-day reporting? What prior-day reports are available? Is complete wire addenda information included in prior-day reports? Provide samples of prior-day balance and transaction reports.
 - iv. What time is prior-day information available?
 - v. What transaction types are reported in current-day reporting? Is complete wire addenda information included in current-day reports? What current-day reports are available? Provide samples of current-day balance and transaction reports.
 - vi. Are there any details provided in current-day reporting that are not available in prior-day reporting?
 - vii. **Complete and return Attachment J: Reporting and Document Availability**, to indicate how long each item will remain available online. Please differentiate between the standard term and other terms available for an additional fee.
 - viii. In what file formats can transaction data be downloaded? Can activity be downloaded into Excel?
 - ix. Can historical images of checks be sent by transmission to the County for archival purposes (i.e., a full fiscal year)? If so, describe.
 - x. Can electronic reports be customized by users within the Offeror's online platform? Can these customized reports be saved? Can the templates be shared with other users?
 - xi. Can electronic reports be scheduled to be generated automatically and emailed to designated users?
 - xii. Does the Offeror's online reporting system offer the ability to set and send email alerts? If so, what are types of scenarios that can trigger alerts?
 - xiii. Describe any recent or upcoming major upgrades to the Offeror's online reporting system.
 - z. Reconciliation Services
 - i. How soon after the cut-off date are Bank Statements, Full Reconciliation Information, and the Account Analysis Statement ready online and by mail?
 - ii. What types of account reconciliation services does the Offeror provide?
 - iii. What report options are available for full reconciliation? Do these reports include information on check, ACH, and wire transactions? Provide sample reports.
 - iv. Describe how reconciliation data would be transmitted to the County? What data elements are available?
 - v. In what file formats can the County receive reconciliation data?
 - aa. Earnings Credit Rate
 - i. Does the County have the choice of paying the Offeror by either "hard dollars" or compensating balances ("soft dollars")? Is the pricing the same for either option? If not, what is the difference?
 - ii. How is the Offeror's earnings credit rate determined, adjusted, and applied?
 - iii. Does a reserve requirement apply to balances? If so, what is it?

- iv. Will the Offeror assess any balance-based charge (FDIC-like, FICO, or other) to the County? If so, what is the current charge for a full year on a \$1,000,000 balance? How is this charge computed? Is this charge assessed on ledger or collected balances?
 - v. What is the Offeror’s earnings credit rate for each of the previous eighteen months (July 2024 – December 2025)?
 - vi. The County desires to link the earnings credit rate to a market index. Which index would the Offeror prefer to use? If the County does not have the option of paying with “hard dollars”, the County desires adding a floor to the market index to manage the allocation of its funds to compensating balances.
 - vii. The County’s service charges are greater during the period during and directly after the two semiannual tax deadlines. To reduce the time the County spends analyzing and adjusting compensating balance, the Offeror should identify mutually beneficial ways to manage. Currently, the County can carry forward the cumulative difference between “soft interest” and service charges for up to one year, at which time there is a true-up.
- bb. Overnight Investment Option or Interest-Bearing Bank Deposit
- i. What short-term investment vehicle(s) or interest-bearing account(s) does the Offeror propose to use for the overnight sweep of the County’s demand deposit accounts?
 - ii. Does a reserve requirement apply to the proposed option? If so, what is it?
 - iii. Does any balance-based charge (FDIC-like, FICO, or other) apply to the proposed option? If so, what is the current charge for a full year on a \$1,000,000 balance? How is this charge computed?
 - iv. If a sweep is proposed, what time of day is the sweep deadline? Is it end-of- day or next-day sweep?
 - v. If a sweep is proposed, please provide the investment return history for each of the previous eighteen months (July 2024 – December 2025)?
 - vi. What applicable fee applies for funds swept into these investment vehicles? How is the fee calculated?
 - vii. If the Offeror is proposing a money market mutual fund, provide a copy of the current prospectus and identify the class of shares by providing the ticker symbol or CUSIP. The fund must comply with the Investment of Public Funds Act (Title 2.2, Chapter 45 of the Code of Virginia), which determines in which types of securities that the County may invest.
- cc. Account Analysis
- i. Provide a sample account analysis statement.
 - ii. Are account analysis statements available online? How many prior months are available?
 - iii. Can the account analysis details be downloaded into Microsoft Excel?
- dd. Collateral Requirements
- i. Is the Offeror willing to collateralize up to \$230 million of balances and/or balances in accordance with the Virginia Security for Public Deposits Act? If not, how much is the Offeror willing to collateralize?
 - ii. Did the Offeror elect to withdraw (“opt-out”) from Code of Virginia §2.2- 4403 and from the collateral pool imposing contingent liability?
 - iii. If the Offeror has elected to opt-out of the collateral pool, what level of collateralization on public deposits is currently required?
- ee. Digital Payments
- i. Does the Offeror offer a digital payments solution in which payments can be made to an e-mail address, phone number or some another unique identifier?
 - ii. If offered, describe how the County would initiate payments to business partners and individuals using this service, its requirements and costs.
- ff. Service Level Proposal - See Section V(K)
- i. Describe the Offeror’s relationship management strategy.
 - ii. How will service requests be taken in by the Offeror and triaged?
 - iii. What service response turnaround will the Offeror commit to and how will those response time Service Level Agreements be maintained through duration of the contract?
- gg. Customer Service
- i. For routine day-to-day transactions, will a specific customer service representative or a customer service department be assigned? Provide biographical information for this individual(s) that will be assigned to this account.
 - ii. What are the hours of operation of each customer service unit involved in supporting the proposed services?

- iii. After the initial transition, how often will the primary relationship manager attend on-site meetings with County staff? Describe a typical meeting agenda for this on-site meeting.
 - iv. IT Resources: Will the Offeror provide a dedicated IT liaison to work on set-up, file transfer, testing and troubleshooting / issue resolution? During what hours is tech support available, using Eastern Standard Time?
- hh. Control Environment
- i. Describe the Offeror's security environment. Specifically, please cover the physical and digital security and software safeguards that the Offeror has put in place to control access to funds transfer systems and client account information
 - ii. Describe the Offeror's security procedures for its information reporting system, both for access and information protection (e.g., RSA tokens, secure certification, etc.).
 - iii. What approach does the Offeror use to secure email communication? Would the County be required to enter a password each time an email is received from the Offeror?
 - iv. Describe the backup and recovery capabilities in the event the proposed systems are unavailable.
 - v. Who would the County contact to initiate day-to-day transactions if online capabilities and functionality are temporarily unavailable?
 - vi. Is there a "hot" back-up processing site? Describe its location and capabilities. How far is the backup site(s) from the primary processing center?
 - vii. How long does it take to activate a backup processing site?
 - viii. How often does the Offeror test disaster recovery procedures? When was the plan last updated and tested?
 - ix. Discuss the Offeror's security environment related to cybersecurity. Specifically describe the cyber risks to which the proposed services may be exposed and explain the Offeror's approach and response to protection against these risks. What are the Offeror's crisis communications plans in the event of a cyber-attack?
 - x. Describe the encryption capabilities that are supported by the Offeror for the transmission of data between the Offeror and the County. Describe the file verification capabilities that are supported by the Offeror, such as checksum or hash totals to ensure that no data is misfiled or substituted.
 - xi. 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 County.
 - xii. List the types and amounts of insurance and bonding carried. Provide copies of the insurance certificates.
 - xiii. Does the Offeror maintain cyber liability insurance? If so, list the types and amount/limits carried.
 - xiv. Describe the Offeror'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 Offeror's OFAC program was conducted by internal audit, outside auditors, consultants, or other qualified independent party?
 - xv. Include a copy of the Offeror's SOC 2 report issued in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 16 or No. 18 for any processes or systems relevant to the services proposed by the Offeror.
 - xvi. Describe any instances during the last 24 months where the Offeror experienced a service outage. Include details on what caused the outage, how long the outage lasted, how clients were informed of the outage, and any efforts taken to prevent a similar outage in the future.
 - xvii. Is the Offeror a participant in Sheltered Harbor, the new industry initiative to securely store and restore account data? If not, does the Offeror have plans to become a participant with Sheltered Harbor in the near future?
- ii. Implementation/Conversion
- i. Provide a detailed conversion plan for transitioning each of the proposed services to the Offeror's firm. Include the estimated length of time for the transition and the amount of effort required by the County's staff.
 - ii. Who will be responsible for coordinating the transition for each of the proposed services? If a conversion team is used, how will the County's account be transitioned to the ongoing client service team?
 - iii. How are implementation managers or implementation teams assigned (i.e., availability, geographically, complexity of the transition)?

- iv. Indicate the Offeror's plans for initial and ongoing education and training of the County employees in the use of the Offeror's systems.
 - v. Describe the Offeror's ability to work with another firm to transition the County's banking relationship away from the Offeror in the event the County selects a successor firm in the future.
 - jj. New Services & Ideas
 - i. Describe any new services or ideas that will enhance the County's use of banking services.
 - ii. Provide any additional information that the Offeror believes is pertinent but not specifically requested elsewhere in the RFP.
5. Section 5 – Compliance with Contractual Requirements:
- a. State your firm's compliance with Contract Terms and Conditions as stated in Attachment H-Sample Contract Form, specifically list any deviations and provide justification.
 - b. Provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years by state regulatory bodies and/or professional organizations.
 - c. Offerors shall certify (i) that it has not defaulted on any government contract in the last five years, (ii) that no government has terminated a contract with the Offeror for cause in the last five years, and (iii) that neither it nor any of its officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government body. If any of the aforementioned certifications cannot be made, Offerors must explain in reasonable detail.

6. Section 6 – Exceptions:

In this section, Offerors shall list any exceptions taken to the Statement of Needs (see Section V), Implementation and Service Plan [see Section VI, Item B(4)], and General Terms and Conditions (see Sections IX and X) in this Request for Proposals. The County intends to make the RFP and the Successful Offeror's proposal a part of the contract between the parties, so Offerors should list any exceptions for purposes of negotiating the contract.

VOLUME II – Pricing and Additional Information

1. Section 1 – Proposed Price: **Offerors must submit Appendix B: Pro-Forma Monthly Levels** as part of Volume II of the proposal **in Excel format**, to include all fees and costs. Please show a breakdown of costs for services in the initial term and costs for subsequent renewal years, if applicable. Note any areas of potential cost savings or efficiencies.
2. Section 2 – Additional Information: This section is to be used to provide the following information. In addition, you may add any other relevant information to this section.
- a. Describe any planned use of small businesses and businesses owned by women and minorities and service-disabled veterans in fulfilling this contract.
 - b. Include the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
 - c. Include Attachment B – Completed Offeror's Data Sheet
 - d. Include Attachment C – Completed State Corporation Commission Form – Pursuant to Virginia Code § 2.2-4311.2(B), a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
 - e. Include Attachment D – Completed Certification of No Collusion
 - f. Include Attachment E – Certification of Crimes Against Children and Acts of Moral Turpitude
 - g. Attachment F – Insurance Requirements – For Information Only
 - h. Include Attachment G – Proprietary/Confidential Information Identification – See VI. A. 2, above.
 - i. Attachment H – Sample Contract – For Information Only
 - j. Include Attachment I – S&P, Moody's and Fitch Rating
 - k. Include Attachment J – Reporting and Document Availability
 - l. Include Attachment K - Other documents to be reviewed, completed, returned with proposal, if any.
 - m. Appendix A – Bank Account Structure – For Information Only
 - n. Include Appendix B: Pro-Forma Monthly Levels – must be returned in **Excel** worksheet.
 - o. Appendix C – County Buildings and Public School Locations – For Information Only.

VII. EVALUATION AND AWARD CRITERIA:

This section is in two parts. The first part, “Evaluation Criteria,” explains how the proposals will be evaluated. The second part is the “Award of Contract” which states how the award will be made.

A. EVALUATION CRITERIA: Proposals shall be evaluated by the County of Albemarle using the following criteria:

Criteria No.	Evaluation Criteria	Weight
1	Functional and Operational Requirements (In accordance with Section VI, Item B(2), this criterion considers the extent to which the Offeror’s proposal complies with the functional and operational requirements of the services solicited by this RFP as specified in Section V).	20
2	Qualifications, Experience, and Organizational Setup (In accordance with Section VI, Item B(3), this criterion considers the Offeror’s and its assigned staff’s experience and qualifications for providing services of similar size and nature to those solicited by this RFP as specified in Section V).	30
3	Implementation and Service Plan (In accordance with Section VI, Item B(4), this criterion considers the Offeror’s proposed implementation and service plan to fulfill the service solicited by this RFP as specified in Section V).	20
4	Compliance with Contractual Requirements (In accordance with Section VI, Item B(5), this criterion considers the extent of the Offeror’s compliance, willingness, and ability to comply with the terms, conditions and other requirements of the RFP and the proposed contract.).	15
5	Price –Cost of Services (In accordance with Section VI, Item B - Volume II, this criterion considers the Offeror's pricing for completing the services solicited by this RFP as specified in Section V.), to include a breakdown of costs for services in the initial term, and costs for subsequent renewal years.	15
Total		100

Offeror Presentation: 15 additional points, if proposal is selected for presentation:

After evaluating proposals submitted by prospective offerors, the evaluation team may invite potential offerors to participate in an Offeror presentation. The County will provide an agenda to the Offeror(s) who will then be given the opportunity to demonstrate how their services meet the solicitation requirements and demonstrate their software solution. This will also provide an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation.

Each proposal has possible total score of 115 points, including the proposal score for the above items 1 through 5, and the Offeror presentation, which should include:

1. Banking Services and Technical Capabilities
2. Compliance, Security, and Risk Management
3. Relationship Management & Customer Service
4. Performance Measurement & Reporting
5. Innovation & Future-Ready Solutions
6. Implementation Plan & Transition Approach

No more than the top three (3) vendors will be invited to present. Proposals will be evaluated against the required specifications as listed in the RFP. A proposal may be eliminated from consideration at the County’s option for failure to comply with any required specifications, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, proposals will be evaluated for the ability of an offeror to provide, in the County’s opinion, the best overall solution to meet the County’s objectives.

B. AWARD OF CONTRACT: The selection process shall be as per Virginia Code § 2.2-4303(C) for the procurement of non-professional services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among all the offerors on the basis of the evaluation criteria, including price. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered but need not be the sole determining

factor. After negotiations have been conducted with each offeror so selected, the Purchasing Agent shall select the Offeror(s) which in their opinion has made the best proposal, and shall award the contract in such form, terms and conditions as found at Attachment G hereto. **A County contract shall be signed by the parties as a requirement to receive an award pursuant to this solicitation.** Any Offeror that requires, as policy of the Offeror, certain terms and conditions to be included in the contract shall provide such with the written proposal submission. Albemarle County Terms and Conditions shall take precedence over any conflicting Offeror terms and conditions. Should the Purchasing Agent determine in writing and in their sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, the contract may be negotiated and awarded to that Offeror. The County reserves the right to make multiple awards to multiple contractors, including awards at line-item pricing levels, as determined to be to the best advantage, and/or best value, to the County.

VIII. PRE-PROPOSAL CONFERENCE: No pre-proposal conference is scheduled.

IX. GENERAL TERMS AND CONDITIONS:

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the County of Albemarle will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the County of Albemarle has purchased or uses any of its products or services, and the contractor shall not include the County of Albemarle in any client list in advertising and promotional materials, unless the contractor has been given written permission by a County representative who is authorized to sign on behalf of the County.
- B. ANNOUNCEMENT OF AWARD: Public notice of the award of this contract, or the announcement of the decision to award this contract, shall be given via a posting of written notice on the Procurement webpage at <https://www.albemarle.org/government/finance/procurement/solicitations>.
- C. ANTI-TRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Albemarle all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County of Albemarle under said contract.
- D. APPLICABLE LAWS & COURTS: This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding conflicts of laws provisions and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The County and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using the dispute resolution process contained within the Albemarle County Purchasing Manual, Chapter 17. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- E. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the County.
- F. AUTHORITY TO TRANSACT BUSINESS: Pursuant to Virginia Code § 2.2-4311.2 and in accordance with Title 13.1, Title 50, or as otherwise required by law, a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized by the State Corporation Commission to transact business in the Commonwealth as a domestic or foreign business entity and shall maintain registration as current through the life of the awarded contract.
- G. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- H. CANCELLATION OF CONTRACT: The County may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.
- I. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
 - A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their

written agreement to modify the scope of the contract. No fixed price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance approval of the County Administrator or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).

- B. The County may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:
1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the County's right to audit the contractor's records and/or to determine the correct number of units independently; or
 3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the County within thirty (30) days from the date of receipt of the written order from the County. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.
- J. CLARIFICATION OF TERMS: The County will assume no responsibility for oral instructions, suggestion or interpretation. Any question regarding the offer documents and/or specifications shall be directed to the Procurement Division and any material change will be submitted to all Offerors through issuance of an addendum. **Any questions related to this solicitation MUST be submitted to the contact named on the first page of this solicitation no fewer than seven (7) workdays prior to the bid opening or proposal closing date specified.** Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective Offerors without causing an unacceptable delay in the process. Any contact with any County representative, other than that outlined within this solicitation, concerning this solicitation is prohibited. Such unauthorized contact may disqualify your firm from this procurement.
- K. COLLUSIVE OFFERS: The offer of any Offeror or Offerors who engage in collusive practices shall be rejected. Any Offeror who submits more than one offer in such manner as to make it appear that the offers submitted are not on a competitive basis from different parties shall be considered a collusive Offeror. The County may reject the offer of any collusive Offeror upon bid opening or proposal closing. However, nothing in this section shall prevent an Offeror from superseding an offer by a subsequent offer delivered prior to bid opening or proposal closing which expressly revokes the previous offer.
- L. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that, in the event that any awarded contract involves information and data obtained as to personal facts and circumstances related to patients, students or clients, such information and data will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the County's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the County of any breach or suspected breach in the security of such information. Contractors shall allow the County to both participate in the investigation of incidents and exercise

control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

- M. CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS: All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require the County to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's offer. Under no circumstances shall the County be required to agree to any contractual provision (i) that would materially conflict with any provision of this solicitation, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the County's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the County's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the County.
- N. CONTRACTOR LICENSE REQUIREMENTS: State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. A copy of the license must be furnished upon request to the County of Albemarle.
- O. CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The County's administrative procedure for contractual claims is contained within the Albemarle County Purchasing Manual, Chapter 17. Contractual disputes shall also be subject to the provisions of Virginia Code § 2.2-4363(D) and (E) (exhaustion of administrative remedies) and § 2.2-4364 (legal actions).
- P. DEBARMENT STATUS: By submitting their offers, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting offers or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- Q. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- R. DRUG-FREE WORKPLACE: Pursuant to Virginia Code § 2.2-4312, during the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to 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; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor's employees 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.
- S. ERROR IN EXTENSION OF PRICES: In the case of error in the extension of prices the unit price shall govern.
- T. ETHICS IN PUBLIC CONTRACTING: Pursuant to Title 2.2, Chapter 43, Article 6 of the Code of Virginia (Ethics in Public Contracting): By submitting a bid, the bidder certifies that their bid is made without collusion of fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- U. FORM W-9 REQUIRED: Each offeror shall submit a completed W-9 form with their offer. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.
- V. HEADINGS: Section, article and paragraph headings contained within this solicitation have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this solicitation.
- W. IDLING REDUCTION REQUIREMENT: For any work performed within the City of Charlottesville, contractors are required to comply with the City of Charlottesville's Idling Reduction Policy for Motor Vehicles and Equipment, policy number 100-12. This policy is available at www.charlottesville.org/297/Procurement under the Vendor Registration link.
- X. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the County of Albemarle, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- Y. INCLEMENT WEATHER/CLOSURE OF COUNTY OFFICES: If the County of Albemarle is closed for business at the time scheduled for bid opening or proposal closing, for whatever reason, sealed offers will be accepted and opened on the next scheduled business day, at the originally scheduled time.
- Z. INDEMNIFICATION: Contractor hereby assumes, and shall defend, indemnify and save the County and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorney fees which the County and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, County officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.

Pursuant to Virginia law, the County of Albemarle, Virginia may not indemnify any party for any purpose. Any provisions in this agreement providing to the contrary are hereby deleted.

- AA. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the types of coverages and minimum limits specified in the attached document, INSURANCE REQUIREMENTS, protecting from claims which may arise out of or result from the Offeror's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable.
- BB. NEW EQUIPMENT: Unless otherwise noted any equipment offers shall be new, unused, of current production and standard to the manufacturer. Where any part or nominal appurtenances of equipment are not described it shall be understood that all equipment and appurtenances standard to or recommended by the manufacturer for complete and safe use shall be included as part of this offer.
- CC. NON-DISCRIMINATION: By submitting their bids or proposals, offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginias with Disabilities Act, the Americans with Disabilities Act and Virginia Code § 2.2-4311. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients 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. (Virginia Code § 2.2-4343.1(E)).

Every contract over \$10,000 shall include the provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor shall state that it is an equal opportunity employer.
 - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each subcontractor or vendor
- DD. NON-DISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the County has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- EE. NON-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The County of Albemarle does not discriminate against faith-based organizations.
- FF. OFFER ACCEPTANCE: Bids or Proposals (Offers) must be submitted by the date and time stated in this solicitation. Offers will be date and time stamped upon receipt and retained unopened in a secure location until proposal opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the offeror to ensure timely and correct delivery of Offer.
- GG. ONLINE VENDOR REGISTRATION REQUIRED: In the event of contract award, vendor is required to register using the County's online vendor registration in order to issue purchase orders and payments to your firm. Further information regarding our online vendor registration can be found on our website at www.albemarle.org/procurement or you can go directly to the site at <https://procurement.albemarle.org/bs/>.
- HH. OSHA STANDARDS: All contractors and subcontractors performing services for the County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
- II. OWNERSHIP OF DOCUMENTS: All information, documents, and electronic media furnished by the County to the Contractor belong to the County, are furnished solely for use in connection with the Contractor's performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the County hereunder is specifically authorized in writing by the County in advance. All documents or electronic media prepared by or on behalf of the Contractor for the County are the sole property of the County, free of any retention rights of the Contractor. The Contractor hereby grants to the County an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.
- JJ. PAYMENT:
- a. To Prime Contractor:

1. The County shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice for goods or services, the County shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the County fails to make payment by the required payment date, the County shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.
2. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the County with a federal employer identification number, prior to receiving any payment from the County.
3. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All Invoices shall show the County contract number and/or purchase order number.
4. All goods or services provided under this contract or purchase order, that are to be paid for with public funds shall be billed by the contractor at the contract price, regardless of which County department is being billed.
5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve any County department of its prompt payment obligations with respect to those charges which are not in dispute (Virginia Code § 2.2-4363).

b. To Subcontractors:

1. A contractor awarded a contract under this solicitation is hereby obligated:
 - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the County and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
2. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.
3. A contractor awarded a construction contract under § 2.2-4301 is hereby obligated:
 - a. Contractor shall pay all subcontractors in the manner provided in Virginia Code Section 2.2-4354(1).
 - b. Contractor shall pay all subcontractors in the manner provided in Virginia Code Section 2.2-4354(2-5).

KK. **PERMITS AND FEES:** All offers submitted shall have included in price, the cost of any business or professional licenses, permits or fees required by the County of Albemarle or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.

LL. **PRECEDENCE OF TERMS:** The following General Terms and Conditions: applicable laws and courts, anti-discrimination, ethics in public contracting, Immigration Reform and Control Act of 1986, debarment status, antitrust, mandatory use of county form and terms and conditions, clarification of terms, payment shall apply in

all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Specific Terms and Conditions in this solicitation, the Specific Terms and Conditions shall apply.

- MM. PUBLIC INSPECTION OF CERTAIN RECORDS: Except as otherwise provided, and in accordance with Virginia Code § 2.2-4342, all proceedings, records, contracts and other public records relating to the County's 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 (Virginia Code § 2.2-3700 et seq.). Any offeror, upon request, shall be afforded the opportunity to inspect bid or proposal records within a reasonable time after the opening of all bids but prior to award, except in the event the County decides not to accept any of the offers and to reopen the solicitation. Otherwise, bid or proposal records shall be open to public inspection only after award of the contract. Trade secrets or proprietary information submitted by a offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the offeror (i) invokes the protections of Virginia Code § 2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. A general designation of a contractor's entire bid or proposal submission or volume as being "confidential" shall not be sufficient to invoke the protections referenced above.
- NN. QUALIFICATIONS OF OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The County further reserves the right to reject any offer if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- OO. RIGHT TO ACCEPT OR REJECT OFFERS: The County reserves the right to accept or reject any or all offers in whole or in part and to waive any informality in the offer. Informality shall be defined as a minor defect or variation from the exact requirements which does not affect the price, quality, quantity or delivery schedule.
- PP. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: It is the policy of the County of Albemarle to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service-disabled veterans and to encourage their participation in the County's procurement activities. Toward that end the County of Albemarle encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. Offerors are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract. Upon request, a list of certified businesses under this requirement shall be made available.
- QQ. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Virginia Code § 2.2-4311.2(B), an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the Offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.
- RR. TAXES: Include only taxes applicable to the project in this bid or proposal. The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the County's tax-exempt status will be furnished by the County of Albemarle upon request.
- SS. TESTING AND INSPECTION: The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- TT. TRANSPORTATION AND PACKAGING: All prices submitted must be FOB Destination - Freight Prepaid and Allowed. By submitting their offers, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

UU. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its bid or proposal that the product offered is an equal product, such offer will be considered to offer the brand name product referenced in the solicitation.

VV. VIRGINIA GOVERNMENTAL FRAUDS ACT: Each offeror is and shall be subject to the provisions of the Virginia Governmental Frauds Act, Virginia Code, Title 18.2, Chapter 12, Article 1.1. In compliance with this law, each offeror is required to submit a certification that its offer, or any claim resulting there from, is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under the Act. Any offeror who knowingly makes a false statement on the Certificate of No Collusion shall be guilty of a felony, as provided in Virginia Code § 18.2-498.5. As part of this offer a notarized Certificate of No Collusion must be submitted with the offer. Certificate attached.

WW. The terms and conditions set forth above within this solicitation shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

X. SPECIFIC TERMS AND CONDITIONS:

A. ADDITIONAL SITES: The County of Albemarle reserves the right to add additional sites during the term of this contract as needed. When sites are added, all awarded Contractors will be contacted, and pricing will be requested. The additional site will be awarded to the contractor who submits the lowest pricing based on the requirements of that request. A contract modification will then be completed.

B. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County of Albemarle, whichever is sooner. The agency, its authorized agents, and/or the County of Albemarle shall have full access to and the right to examine any of said materials during the said period.

C. AWARD TO MULTIPLE OFFERORS: The County of Albemarle reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the Offeror(s) meeting the requirements of the solicitation. The County of Albemarle reserves the right to conduct any tests it may deem advisable and to make all evaluations. The County of Albemarle also reserves the right to reject any or all offers, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

D. CONTRACTOR LICENSE REQUIREMENTS: State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. A copy of the license must be furnished upon request to the County of Albemarle.

E. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

F. COOPERATIVE CONTRACTING: This procurement is being conducted by County of Albemarle in accordance with the provisions of *Virginia Code* § 2.2-4304. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Albemarle County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be

responsible for any costs, damages or injury resulting to any party from use of an Albemarle County contract. The County of Albemarle assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

- G. DELIVERY AND STORAGE: It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.
- H. ERROR IN EXTENSION OF PRICES: In the case of error in the extension of prices the unit price shall govern.
- I. NEW EQUIPMENT: Unless otherwise noted any equipment offers shall be new, unused, of current production and standard to the manufacturer. Where any part or nominal appurtenances of equipment are not described it shall be understood that all equipment and appurtenances standard to or recommended by the manufacturer for complete and safe use shall be included as part of this offer.
- J. ORDERING OPTION: The County of Albemarle, may during the first sixty (60) days after this contract is awarded, with the concurrence of the contractor, place additional orders under the contract at the original unit price through the issuance of separate purchase orders. The aggregate of such additional orders shall not exceed 100% of the quantity originally stated in the contract.
- K. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the contractor shall supply at offered prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- L. RENEWAL OF CONTRACT: Initial contract shall be for five (5) years, beginning date of award with the option to renew under the terms of the original agreement, with the potential of five (5) additional one (1) year each, renewal periods, at the sole discretion of the County, and if agreed upon in writing by both parties. Prior to the expiration date of the initial contract or any subsequent renewal, the Contractor may request price adjustments to be effective during the upcoming contract period. Price increases shall be limited to no more than the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, Other Services, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term.

The Offeror must agree to fixed contract fees for the initial term of the contract. If the Offeror intends to revise its fee schedule at renewal, Offeror must provide written notice to the Office of Debt Management (OIDM), with a copy to the Office of Procurement, at least 90 days in advance of any requested fee change. Fees may be changed only at time of renewal. Fees are subject to negotiation and approval by OIDM and may not exceed the annual consumer price index-urban (CPI-W) for the most recently available 12-month trailing period.

XI. METHOD OF PAYMENT:

The County shall promptly pay for completed delivered goods or services by the required payment date each month. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Within 30 days after the receipt of an invoice for goods or services, the County shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the County fails to make payment by the required payment date, the County shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made. In addition, invoices are to be submitted to the County by the 15th of the month following the month services were rendered, upon completion of project, etc.

XII. PRICING SCHEDULE:

See **Appendix B: Pro-Forma Monthly Levels**. Complete and return with Proposal in **Excel**, as noted in Section VI (B), Volume II, Section 1.

XIII. ATTACHMENTS:

ATTACHMENT A	Not Used
ATTACHMENT B	Offeror Data Sheet
ATTACHMENT C	State Corporation Commission & Registered Agent Form
ATTACHMENT D	Certification of No Collusion
ATTACHMENT E	Certification of Crimes Against Children and Acts of Moral Turpitude
ATTACHMENT F	Insurance Requirements
ATTACHMENT G	Proprietary/Confidential Information Identification
ATTACHMENT H	Sample Contract Form
ATTACHMENT I	S&P, Moody's, Fitch Ratings
ATTACHMENT J	Reporting and Document Availability
Appendix A	Bank Account Structure
Appendix B	Pro-Forma Monthly Levels
Appendix C	County Buildings and Public School Locations

ATTACHMENT B

OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____ Email: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. Vendor Information:

FIN or FEI Number: _____ If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

B.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

C.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

D.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

ATTACHMENT C

STATE CORPORATION COMMISSION & REGISTERED AGENT FORM

Virginia State Corporation Commission (SCC) registration information.

Code of Virginia § 13.1-757. A foreign corporation may not transact business in the Commonwealth until it obtains a certificate of authority from the Commission.
The bidder:

<input type="checkbox"/>	is a corporation or other business entity with the following Virginia SCC identification number: _____ -OR-
<input type="checkbox"/>	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
<input type="checkbox"/>	is not required to obtain a certificate of authority from the Virginia SCC, pursuant to <i>Virginia Code</i> § 13.1-757(B) because its sole contact(s) with the Commonwealth consist(s) of: <ol style="list-style-type: none"> 1. <input type="checkbox"/> Maintaining, defending, or settling any proceeding; 2. <input type="checkbox"/> Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs; 3. <input type="checkbox"/> Maintaining accounts in financial institutions; 4. <input type="checkbox"/> Maintaining offices or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities; 5. <input type="checkbox"/> Selling through independent contractors; 6. <input type="checkbox"/> Soliciting or obtaining orders, whether by mail or through employees or agents or otherwise, if the orders require acceptance outside this Commonwealth before they become contracts; 7. <input type="checkbox"/> Creating or acquiring indebtedness, deeds of trust, and security interests in real or personal property; 8. <input type="checkbox"/> Securing or collecting debts or enforcing deeds of trust and security interests in property securing the debts; and holding, protecting, or maintaining property so acquired; 9. <input type="checkbox"/> Owning, protecting, and maintaining property; 10. <input type="checkbox"/> Conducting an isolated transaction that is completed within 30 consecutive days and that is not one in the course of similar transactions; 11. <input type="checkbox"/> For a period of less than 90 consecutive days, producing, directing, filming, crewing or acting in motion picture feature films, television series or commercials, or promotional films that are sent outside of the Commonwealth for processing, editing, marketing and distribution. The term "transacting business" as used in this subsection shall have no effect on personal jurisdiction under § 8.01-328.1; or 12. <input type="checkbox"/> Serving, without more, as a general partner of, or as a partner in a partnership which is a general partner of, a domestic or foreign limited partnership that does not otherwise transact business in the Commonwealth; or 13. <input type="checkbox"/> Transacting business in interstate commerce.
<input type="checkbox"/>	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. Attach opinion of legal counsel to this form.

Registered Agent Information

Please specify the Registered Agent who will accept service of process on your behalf.

Agent Name: _____

Physical Address (no Post Office Boxes):

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

ATTACHMENT D

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and offer to which this Certification of No Collusion is attached that:

This offer is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this offer the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (§§ 18.2-498.1 *et seq.*)

Signature of Company Representative

Name of Company

Date

CODE OF VIRGINIA

§ 18.2-498.4. Duty to provide certified statement.

A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

ATTACHMENT E

**CERTIFICATION OF CRIMES AGAINST CHILDREN
AND ACTS OF MORAL TURPITUDE**

Contractor acknowledges that the implementation of this contract requires Contractor, Contractor’s employees and/or subcontractors to have direct contact with Albemarle County Public Schools’ students. Therefore, Contractor hereby certifies that neither Contractor nor, to the best of Contractor’s knowledge, its employees and/or subcontractors have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor further certifies and shall indicate below whether Contractor and, to the best of Contractor’s knowledge, its employees and/or its subcontractors, who will have direct contact with Albemarle County Public School students, have been convicted of a crime of moral turpitude. Crimes of “moral turpitude” are those crimes involving lying, cheating or stealing.

For the purposes of this certification, "direct contact with students" means being in the presence of students during regular school hours or during school sponsored activities.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Albemarle County Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.



Have you or, to the best of your knowledge, any of your employees and/or subcontractors who will have direct contact with students been convicted of a crime of moral turpitude?

- NO
- YES (please explain)

Contractor

Date

By: _____

Title: _____

INSURANCE REQUIREMENTS

- A. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the Offeror's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable:
- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Businesses who hire subcontractors who will perform the same trade or are hired to fulfill contract requirements must include the subcontractor's employees when determining the total number of employees for workers compensation. A waiver of subrogation in favor of the County of Albemarle and its officers, employees, agents, and volunteers must be endorsed on the workers compensation policy. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. This policy shall specifically list Virginia as a covered state.
 - b. Employer's Liability - \$1,000,000 (\$1 Million) each accident/\$1,000,000 each disease-policy limit/\$1,000,000 each disease-each employee. This policy shall specifically list Virginia as a covered state.
 - c. Commercial General Liability - \$2,000,000 per occurrence/\$4,000,000 aggregate limit, and a per project aggregate limit of \$4,000,000 (\$4 Million). CGL form CG 2010 11/85 edition or its equivalent is required to be endorsed to the commercial general liability policy. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and premises, operations and products and completed operations coverage. The County of Albemarle and its officers, employees' agents and volunteers must be named as additional insureds and be so endorsed on the policy on a primary and non-contributory basis. CG 20 01 04 13 or its equivalent is required to be endorsed to the commercial general liability policy. A waiver of subrogation in favor of Albemarle County Government is required on the commercial general liability policy.
 - d. Automobile Liability - \$1,000,000 (\$1 Million) per accident. Coverage is to include hired, owned, non-owned, temporary, and leased vehicles. An additional insured endorsement in favor of the County of Albemarle and its officers, employees, agents and volunteers is required on the Commercial auto policy on a primary and non-contributory basis. CA 04 49 11 16 or its equivalent is required to be endorsed to the commercial auto policy. A waiver of subrogation naming the County of Albemarle and its officers, employees, agents and volunteers is also required on the commercial auto policy.
 - e. Umbrella Liability Coverage- minimum coverage of \$5,000,000 (\$5 Million) or greater; must be follow form and go over the underlying general liability, commercial auto and employer's liability policies. The County of Albemarle and its officers, employees, agents and volunteers must be named as additional insureds and be so endorsed on the umbrella policy on a primary and non-contributory basis. A waiver of subrogation naming the County of Albemarle and its officers, employees, agents and volunteers is also required on the umbrella policy.
 - f. Professional (E&O) Liability Insurance: Minimum coverage of \$5,000,000 (\$5 Million) or greater.
 - g. Cyber Liability- minimum coverage of \$10,000,000 (\$10 Million) or greater.
 - h. Crime and Fidelity Liability: Minimum of \$20,000,000 (\$20 Million).

All insurance coverage:

1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A – VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the County;
2. shall be kept in force throughout performance of services;
3. shall be an occurrence-based policy; professional liability may be claims made basis;
4. shall include completed operations coverage;

5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;
6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the County as an additional insured. The County shall be entitled to protection up to the full limits of the offerors' policy regardless of the minimum requirements specified in the Contract.

Proof of Insurance: Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the County certificates of insurance for all lines of coverage. The Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the County; and (iii) the Offeror shall deliver to the County endorsements to the policies which require the County and its officials, officers, employees, agents and volunteers be named as "additional insured". Policies which require this endorsement include: Commercial General Liability, Automobile Liability and, umbrella or excess liability coverage as detailed below. Such endorsements must be approved by the County, and (iv) upon the request of the County, provide any other documentation satisfactory to the County in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Offeror shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Offeror shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The County shall have no responsibility to verify compliance by the Offeror or its subcontractors and suppliers.

Effect of Insurance: Compliance with insurance requirements shall not relieve the Offeror of any responsibility to indemnify the County for any liability to the County, as specified in any other provision of this contract, and the County shall be entitled to pursue any remedy in law or equity if the Offeror fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured.

Waiver of Subrogation: The Offeror agrees to release and discharge the County of and from all liability to the Offeror, and to anyone claiming by, through or under the Offeror, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

Sovereign Immunity: Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the County's sovereign immunity under law.

Right to Revise or Reject: The County reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

Umbrella or Excess Liability Coverage shall provide additional coverage limits over the underlying commercial general liability, commercial automobile, and employer's liability insurance with the broadest coverage available between the umbrella or excess liability policy and the underlying policies. This insurance shall name the County and its officials, officers, and employees and agents as "additional insureds" by **endorsement** to the Umbrella or Excess Liability policy on a primary and non-contributory basis. Such policy shall not have a restriction on the limits of coverage provided to the County of Albemarle as an additional insured. The County of Albemarle shall be entitled to protection up to the full limits of the Offeror's policy regardless of the minimum requirements specified in this contract.

Professional Liability Insurance: At its sole expense, and prior to commencing any activities under this Agreement, Offeror shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Offeror, its employees and agents in the performance of this Agreement, with coverage in an amount not less than \$1,000,000 per claim/\$2,000,000 aggregate (“Required Insurance”). Offeror shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three (3) years following final acceptance of the Project by the County. Upon execution of this Agreement, Offeror shall provide the County with a certificate of insurance, or other written documentation satisfactory to the County in its sole discretion, issued by Offeror’s insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor’s policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Offeror shall immediately (within one business day) notify the County. Offeror’s failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the County to terminate this Agreement without notice to Offeror and without penalty to the County.



CONTRACT #«number»
«Company»
 «Address1»
 «Address2»
 «City», «State» «PostalCode»
[corporate status, as confirmed by SCC]
(Contractor)

COUNTY OF ALBEMARLE, VIRGINIA,
a political subdivision of the Commonwealth of Virginia,
 401 McIntire Road
 Charlottesville, Virginia 22902
(County)

This Agreement (the “Agreement” or “Contract”) made and entered into on this ____ day of _____ 2026, between the Contractor as identified above and the County, collectively, the Parties, hereby agree, in consideration of the mutual covenants and stipulations set forth below:

1. **Scope of Work:** Contractor agrees to perform such goods or services as specified in the County Request for Proposals (RFP) # 2027-RFP-7011226 documentation, and said RFP is hereby incorporated in its entirety by reference and made a part of this Agreement. The detailed scope of work for this contract is included herewith as Exhibit A.
2. **Incorporation of Documents and Order of Precedence:** To the extent that it does not conflict with the terms of this agreement or the RFP the Contractor’s proposal/bid, dated [month day, year], is hereby incorporated by reference and made a part of this Agreement. In the event that a conflict or ambiguity exists or is created between this Agreement, the RFP or Contractor’s proposal, the terms of this Agreement first and the RFP second, if necessary, shall govern and supersede any such conflicting or ambiguous terms.
3. **Payment/Consideration Schedule:** In consideration of the work to be performed by Contractor, as set forth in the section entitled, “Scope of Work,” the County agrees to pay Contractor for completed and accepted work as ordered under this Contract upon receipt of a valid invoice and, if not subject to a contract claim or claim for additional compensation as described herein, as determined by the County. A valid invoice shall be an invoice submitted for completed and accepted work and shall include detailed hours worked under each rate category, each hour of equipment used, and the rates for each of the forgoing in accordance with Contract Exhibit B, attached hereto. Prior to start of work, Contractor will provide and the Parties shall agree to a not-to-exceed proposal for any project when requested by the County. The not-to-exceed proposal shall include estimated, detailed hours worked under each rate category, estimated hours for each category of equipment, and the rates for each of the forgoing in accordance with contract Exhibit B, attached hereto.

The offeror agrees to a fixed contract fee for the initial term of the contract. If the Offeror intends to revise its fee schedule at renewal, Offeror must provide written notice to the Office of Debt Management (OIDM), with a copy to the Office of Procurement, at least 90 days in advance of any requested fee change. Fees may be changed at time of renewal only. Fees are subject to negotiation and approval by OIDM and may not exceed the annual consumer price index-urban (CPI-W) for the most recently available 12-month period.

4. Term: The County's requirements of the products/services hereinafter specified are for the term of date of contract award and terminating five (5) years after contract award, with optional renewal clause for up to five (5) additional one (1) year terms. Renewal shall not be automatic, and any and all extensions shall by written agreement and signed by both parties in the same manner as the Agreement was executed.
5. Non-Appropriation: The continuation of the terms, conditions, and provisions of this Agreement beyond June 30 of any year, the end of the County's fiscal year, are subject to its approval and ratification by the County and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, the County shall immediately notify Contractor of such occurrence, and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the County of any kind whatsoever.
6. Preconditions to Obligation: It is understood and agreed between the parties to this contract that the County shall not be obligated to purchase or pay for materials by such contract unless and until they are ordered and delivered, and that quantities may be increased or decreased as required.
7. Faith-based Organizations: County does not discriminate against faith-based organizations in accordance with Code of Virginia §2.2-4343.1.
8. Nondiscrimination: During the performance of this contract, Contractor agrees as follows:
 - A. 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 Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Nondiscrimination clause.
 - B. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.
 - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - D. Contractor shall include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
9. Drug-Free Workplace: During the performance of this contract, pursuant to Virginia Code Section § 2.2-4312, Contractor agrees to:
 - A. Provide a drug-free workplace for Contractor's 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 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 Contractor that Contractor maintains a drug-free workplace.
 - D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
10. Compliance with Immigration Laws: Contractor agrees that he does not and shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, in accordance with the Code of Virginia, §2.2-4311.1.
11. Business Entity Registration. Pursuant to Virginia Code § 2.2-4311.2, Contractor shall be registered and authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall submit proof of such registration to the County. Additionally, Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or canceled at any time during the term of the Agreement.

12. Compliance with All Laws: Contractor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope of work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Agreement prior to the initiation of work.
13. Business License Requirement: If Contractor is a business located in Albemarle County, Virginia or at any time during the performance of this Agreement obtains situs for purposes of business license taxes, it shall be unlawful for such business to conduct or engage in such business, trade, or occupation without having first obtained the proper license from the Albemarle County Department of Finance. Contractor covenants that it has a business license where one is required to perform this Agreement.
14. Non-Assignment: All of the conditions and provisions in this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties. Neither party to the Agreement shall assign or transfer their interest in the contract without the prior written consent of the other, which shall not be unreasonably withheld.
15. Audit: The Contractor shall maintain full and accurate records with respect to all matters covered under the Agreement including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the Agreement. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by Contractor pursuant to this Agreement. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County's employees, agents, or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.
16. Termination with Cause: In the event that Contractor shall for any reason or through any cause be in default of the terms of this Agreement, the County may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Section 20 herein. Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, County may immediately cancel and terminate this Agreement as of the mailing date of the default notice. Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Agreement, and turn over to the County any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Agreement may be immediately cancelled and terminated by County, and provisions herein with respect to opportunity to cure default shall not be applicable.
17. Termination without Cause: The County may at any time, and for any reason, terminate this Agreement by written notice to Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by County, at the time of termination. If County terminates this Agreement without cause, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Agreement, and turn over to County any work completed or in process for which payment has been made.
18. Choice of Laws and Venue: This Agreement shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this Agreement shall be resolved in the courts of the Commonwealth of Virginia in and for Albemarle County.
19. Indemnification and Hold Harmless: It is understood and agreed that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor, its subcontractors, agents, or employees under or in connection with this Agreement or the performance or failure to perform any work required by this Agreement. Contractor agrees to indemnify and hold harmless the County and its agents, volunteers, servants, employees, and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of

claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Agreement, and (c) the performance of the work by Contractor or those for whom Contractor is legally liable. Upon written demand by the County, Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees, or officials.

20. Notices: All notices and requests required or permitted hereunder shall be sent by United States certified mail, return receipt requested, and to be effective, shall be postmarked not later than the final date for giving of such notice, or such notices may be sent by commercial messenger service, in which event, to be effective, such notices shall be delivered to a commercial messenger service not later than the final date for giving such notice.

Notices for County shall be addressed as follows:

Office of Debt Management
County Office Building
401 McIntire Road, Suite 243G
Charlottesville, VA 22902

With a copy to:

Chief Procurement Officer
401 McIntire Road, Room 248
Charlottesville, VA 22902

Notices for Contractor shall be addressed as follows:

[Contractor responsible party name]
[Contractor Business Name]
[street/ mailing address]
[City, State, zip]

Such addresses may be changed at any time and from time to time by like written notice given by either party to the other.

21. Entire Agreement: This Agreement and the documents incorporated by reference and included expressly as Exhibits to this Agreement constitute the entire agreement between the Parties. This Agreement supersedes all prior written or oral agreements or proposals between the parties, regarding the subject matter of this Agreement. This Agreement may not be modified except in a writing signed by both parties that is expressly stated to be an amendment hereto.
22. Independent Contractor: Contractor shall agree and covenant that it is and shall be at all times, an independent contractor and, as such, shall have and maintain complete control over all of its employees and operations. Neither the Contractor nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant of the County. Nothing in this section shall be deemed to absolve or otherwise limit the Contractor's liability and responsibility to safely and correctly perform its duties under this Agreement.
23. Waiver: No failure of County to exercise any right or power given to it by law or by this Agreement or to insist upon strict compliance by Contractor with any of the provisions of this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the County's right to demand strict compliance with the terms of this Agreement.
24. Interpretation: Whenever the context hereof shall require, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
25. Severability: The provisions of this Agreement shall be deemed to be severable and should any one or more of such provisions be declared or adjudged to be invalid or unenforceable, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.
26. Cooperative Procurement: This Agreement was awarded in accordance with Section 2.2-4304 of the Virginia Public Procurement Act (VPPA), and in accordance with the Purchasing Manual of Albemarle County and the County. The procurement was conducted on behalf of the County and other public bodies. Therefore,

27. pursuant to Code Section 2.2-4304, other public bodies and agencies shall have the right to utilize the provisions of the Agreement. However, when other public bodies and agencies utilize the contract, Contractor must establish a separate contractual relationship between it and the other party. Under no circumstances shall the County be a party to or incur any obligations or responsibilities, contractual or otherwise, in association with these contractual agreements between the Contractor and another public body or agency.
28. Contract Claims by Contractor: Prompt knowledge by the County of an existing or impending claim for damages or other relief may alter the plans, scheduling, or other action of the County and/or result in mitigation or elimination of the effects of the claim. Therefore, a written statement providing the County with notice of the Contractor's intention to file a claim which (i) describes the act or omission by the County or its agents that the Contractor contends caused it damages or entitles it to other relief; and (ii) provides a description of the nature and amount of the claim. Such written statement shall be submitted to the Purchasing Office of the Albemarle County Department of Finance within 20 days of the time of the occurrence or beginning of the work upon which the claim is based; provided, however, if such damage is deemed certain in the opinion of the Contractor to result from its acting on an order from the County, it shall immediately take written exception to the order. For purposes of this provision, "claim" shall include, without limitation, any request for an increase in the Agreement price or time and any request for equitable adjustment. Submission of a notice of claim as specified shall be mandatory, and failure to submit such notice shall be a conclusive waiver to such claim for damages or other relief by the Contractor. Neither an oral notice or statement, nor an untimely notice or statement will be sufficient to satisfy the requirements herein. The County will review the claim and render a final decision in writing within thirty (30) days of receipt of Contractor's written request for a final decision. Such decision shall be final and binding to the fullest extent allowed by law.
29. Claims for Extra Compensation: If Contractor encounters work and services not included in this Agreement or any supplement thereto but which in the opinion of Contractor is necessary for the successful completion of the Agreement and requires extra compensation, Contractor shall, before it begins the work on which it bases its claim, promptly notify the Purchasing Office of the Albemarle County Department of Finance in writing of its intention to perform the work and to make claim for extra compensation. Notification by Contractor under the terms of this paragraph shall not be construed as proving the validity of the claim. No claim for extra compensation will be filed or considered unless notification is given as herein set forth. Upon notification, the County shall promptly review any claim for extra compensation. If a claim is accepted by the County, it shall be paid as extra work in accordance with the terms of a supplemental agreement executed by the parties before such work is begun. The amounts claimed as extra compensation by Contractor shall be separately itemized, become a part of the claim, and serve as documentation thereto. The amounts itemized shall be in sufficient detail to enable the County to analyze the need for the extra work and the costs claimed for the work.
30. Payments to Subcontractors: In accordance with Virginia Code Section 2.2-4354 of the Virginia Public Procurement Act, the Contractor shall make payment to all subcontractors, as defined in the Code, within seven (7) days after receipt of payment from the County; or, shall notify the County and the subcontractor in writing of the intention to withhold all or part of the amount due with the reason for nonpayment. In the event payment is not made as noted, the Contractor shall pay interest at the rate of one percent (1%) per month unless otherwise provided in the contract to the subcontractor on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein. These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor. The Contractor shall provide the County with its social security number or federal taxpayer identification number prior to any payment being made under this Agreement.
30. Insurance: Contractor agrees to secure and maintain in full force and effect at all times during the term of this Agreement, the following policies of insurance:
- A. Workers' Compensation Insurance of not less than \$1,000,000, each accident
 - B. Comprehensive General Liability Insurance, including contractual liability and products and completed operations liability coverages, in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL).
 - C. Automobile Liability Insurance including coverage for non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL).
 - D. Umbrella Coverage: Minimum coverage of \$1,000,000 or greater; must be follow form and go over the underlying general liability, commercial auto and employer's liability policies.

- E. Errors and Omissions (Professional Liability) Insurance at limits not less than five million dollars (\$5,000,000).
- F. Professional (E&O) Liability Insurance: Minimum coverage of \$5,000,000 (\$5 Million) or greater.
- G. Cyber Liability- minimum coverage of \$10,000,000 (\$10 Million) or greater.
- H. Crime and Fidelity Liability: Minimum of \$20,000,000 (\$20 Million).

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia and acceptable to the County and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the County. In certain cases, where coverage is unavailable through licensed carriers, certificates of insurance written by a Surplus Lines Carrier authorized by the Virginia State Corporation Commission to transact the business of insurance in Virginia and acceptable to the County may be approved. Contractor shall furnish the County with certificate of insurance showing Contractor’s compliance with the foregoing requirements.

For all insurance coverage except Workers’ Compensation and Professional Liability, the County and its officers, employees, agents and volunteers must be named as additional insureds and shall be so endorsed to the policy or policies.

- 31. Continuity of Services: Upon written notice from the County, furnish phase-in/phase-out services for up to 120 days after this contract expires. Subject to the County’s written approval, the Successful Offeror shall propose any fees and costs applicable to such services and a plan with the successor to execute the services. The Successful Offeror and the County shall negotiate in good faith to determine the applicable fees and costs and plan for phase-in/phase-out services. The County will compensate the Successful Offeror for all reasonable, approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in/ phase-out operations).

CONTRACTOR’S ACCEPTANCE
[Contractor]

COUNTY’S ACCEPTANCE
County of Albemarle, Virginia

SIGNATURE _____

SIGNATURE _____

NAME (type/print) _____

NAME (type/print) _____

TITLE _____

TITLE Chief Procurement Officer

DATE _____

DATE _____

ATTACHMENT I

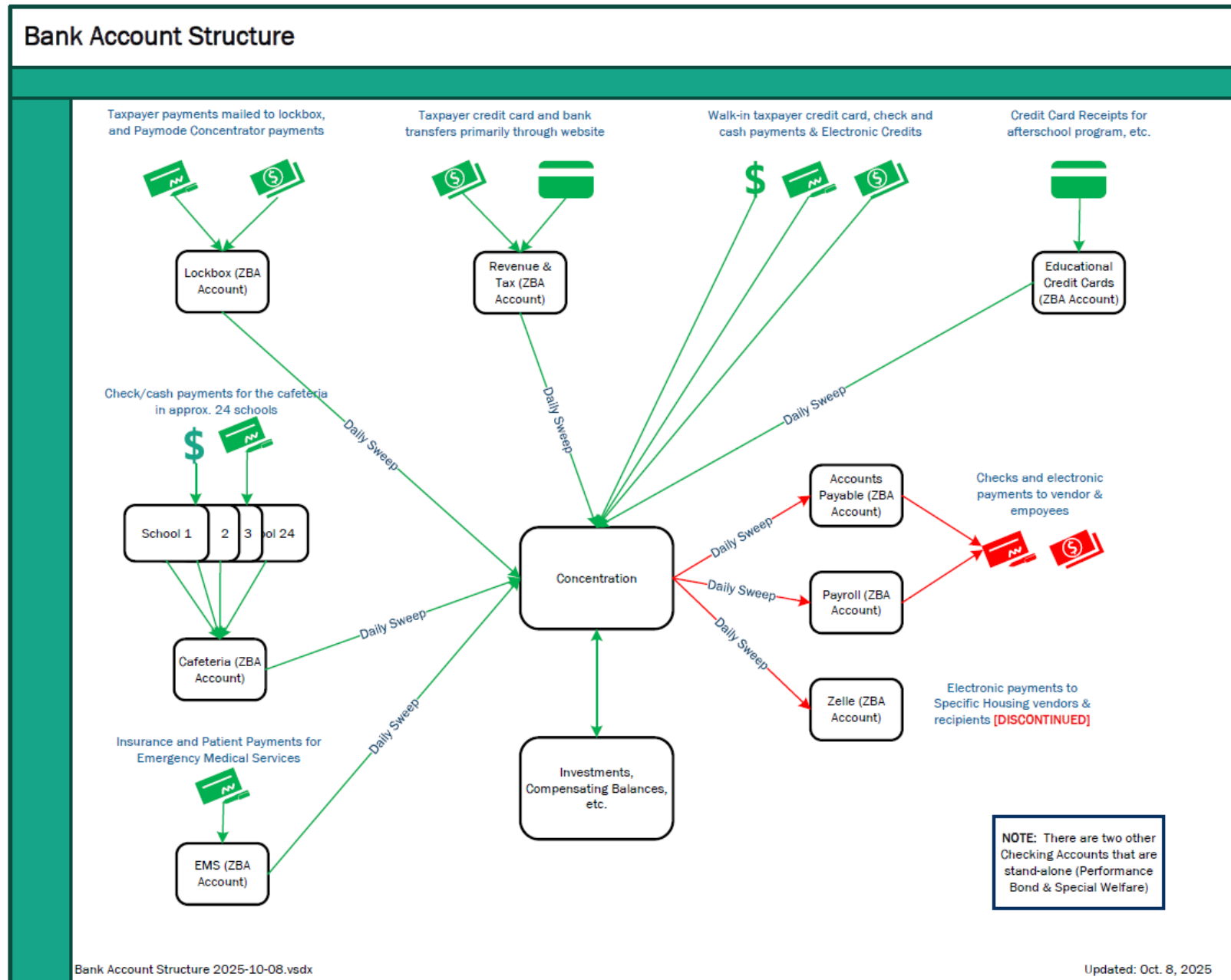
RATING TABLE

TYPE	Standard & Poor's Rating	Moody's Investor Services	Fitch Ratings
Offeror / Bank			
Short-Term Unsecured Senior Debt			
Long-Term Unsecured Senior Debt			
Bank Holding Company			
Short-Term Unsecured Senior Debt			
Long-Term Unsecured Senior Debt			

ATTACHMENT J

REPORTING AND DOCUMENT AVAILABILITY

TYPE	Standard Term	Option Terms Available
Prior-Day Reporting		
Current-Day Reporting		
Monthly Account Statements		
Images of Disbursement Items		
Images of Items Deposited with RDC		



Pro-Forma Monthly Levels

This Document Must be Completed and Returned in Excel format
See 2027-RFP-7011226 Banking Services Pro-Forma Monthly Level.xlsx

Appendix B ATTACHMENT A Pro Forma Monthly Level		Albemarle County, Virginia		
Activity Description	Estimated Monthly Units	x	Unit Cost \$	= Monthly Cost
BALANCE AND COMPENSATION INFORMATION				
Deposit Insurance Assessment Monthly		x		=
DEPOSITORY SERVICES				
Account Maintenance	10	x		=
Banking Center Deposit	11	x		=
Cashpro Account Transfer	1	x		=
Check Deposit-Idl Or Rdso	84	x		=
Check Supplies	1	x		=
Checks Deposited-Bkg Center	76	x		=
Checks Deposited-Cash Vault	2	x		=
Credits Posted-Electronic	513	x		=
Debits Posted-Electronic	37	x		=
Debits Posted-Other	1	x		=
Deposit Correction-Noncash-Rds	3	x		=
Depository+ Sub Acct Maint	25	x		=
Escrow Service Maintenance	1	x		=
General Disb Cks Paid-Trunc	2,298	x		=
Image Deposited Items-Idl	5,675	x		=
Image Deposited Items-Rdso	590	x		=
Interest Bearing Account Maint	1	x		=
Qbd-Night Drop Deposit	298	x		=
Ret Item Other Special Inst	30	x		=
Returns-Additional Advice	11	x		=
Returns-Chargeback	17	x		=
Returns-Other Services	2	x		=
Returns-Special Instructions	1	x		=
Transmission Maintenance	1	x		=
Vault Deposit	26	x		=
Zba-Depository+ Master Maint	1	x		=
Zba-Subsidiary Account Maint	7	x		=
Ledger Overdraft Per Day	1	x		=
		x		=
		x		=
		x		=
		x		=
COMMERCIAL DEPS-CASH VAULT				
Change Order-Auto Or Stndg-Vlt	1	x		=
Coin Supp Roll-Vlt	11	x		=
Curr Deposited-Per Note-Vlt	3,375	x		=
Curr Supp-\$100-Nonstd-Vlt	1	x		=
Curr Supp-\$100-Std-Vlt	2	x		=
Curr-Coin Dep-\$100-Bkg Ctr	7	x		=

Appendix B

CONTINUED ATTACHMENT A Pro Forma Monthly Level

Albemarle County, Virginia

Activity Description	Estimated Monthly Units	x	Unit Cost \$	=	Monthly Cost
Curr-Coin Dep-\$100-Qbd-Nd	137	x		=	
Dep Conditioning-Surchg-Vault	1	x		=	
Deposit Correction-Cash	3	x		=	
Vault-Bkg Ctr Deposit Supplies	1	x		=	
		x		=	
		x		=	
		x		=	
		x		=	
GENERAL ACH SERVICES					
Ach Blocks Auth Instructions	58	x		=	
Ach Blocks Auth Maintenance	33	x		=	
Ach Credit Received Item	503	x		=	
Ach Debit Received Item	58	x		=	
Ach Input-Echannel	17	x		=	
Ach Lv-Monthly Maintenance	1	x		=	
Ach Monthly Maintenance	5	x		=	
Ach Off Us Credits	55	x		=	
Ach Off Us Credits-Same Day	3	x		=	
Ach On Us Credits	7	x		=	
Ach Originated Addenda	34	x		=	
Ach Reports-Electronic	22	x		=	
Ach Return Item	1	x		=	
Ach Setup	1	x		=	
Ach Transmission Set Up-Test	1	x		=	
Ach Input-File	1	x		=	
Ach Delete-Reversal Batch File	1	x		=	
		x		=	
		x		=	
		x		=	
		x		=	
WIRE TRANSFER					
Book Credit	8	x		=	
Cashpro Gp Cust Mnt Tmplst Strg	77	x		=	
Elec Wire Out-Book Db	5	x		=	
Elec Wire Out-Domestic	4	x		=	
Gcs Internal Transfer	1	x		=	
Incoming Domestic Wire	2	x		=	
Wire Monthly Subscription	1	x		=	
Wire Out-Drawdown Response	12	x		=	
		x		=	
		x		=	
		x		=	
		x		=	

Appendix B		Albemarle County, Virginia	
CONTINUED ATTACHMENT A Pro Forma Monthly Level			
Activity Description	Estimated Monthly Units	x	Unit Cost \$ = Monthly Cost
ACCOUNT RECONCILIATION			
Arp Auto Check Return Maint	31	x	=
Arp Ppay Input File-Trans	1	x	=
Arp Recon Output File	2	x	=
Arp Reports Addl Dup Ancillary	3	x	=
Arp Void Cancel Items	124	x	=
Payee Positive Pay Issue Match	2,328	x	=
Payee Positive Pay Maintenance	2	x	=
Pos Pay Input Items-No Recon	6	x	=
Positive Pay Exceptions	6	x	=
Positive Pay Input Items-Full	2,327	x	=
Positive Pay Maintenance-Full	2	x	=
Positive Pay Maint-No Recon	2	x	=
Positive Pay Return-Other	1	x	=
		x	=
		x	=
		x	=
		x	=
INFORMATION SERVICES			
Cashpro Arp Reports	3	x	=
Cashpro Connect Pdr Acct	12	x	=
Cashpro Connect Pdr Item	7,565	x	=
Cashpro Online Pdr Account	35	x	=
Cashpro Online Pdr Item	12,177	x	=
Cashpro Online Subscription	1	x	=
Cashpro Reporting Subscription	1	x	=
Cashpro Token-Physical	1	x	=
		x	=
		x	=
		x	=
		x	=
EDI SERVICES			
Edi Report Per Account	1	x	=
Paymode Con Mthly License	1	x	=
Paymode Con Transaction	1,114	x	=
		x	=
		x	=
		x	=
		x	=

Appendix B
 CONTINUED ATTACHMENT A Pro Forma Monthly Level Albemarle County, Virginia

Activity Description	Estimated Monthly Units	x	Unit Cost \$	=	Monthly Cost
DIGITAL DISBURSEMENTS					
Cashpro-Dig Disb-Reports	7	x		=	
Digital Disb-Input Per Item	8	x		=	
Digital Disb-Maintenance	1	x		=	
Digital Disb-Per Input File	1	x		=	
Global Digital Disb-Maint	1	x		=	
		x		=	
		x		=	
		x		=	
		x		=	
REMOTE DEPOSIT SERVICES					
Remote Deposit Account Maint	1	x		=	
Remote Deposit Chk Image Proc	591	x		=	
Remote Deposit Item Storage	26,431	x		=	
		x		=	
		x		=	
		x		=	
		x		=	
IMAGE					
Cashpro Image Subscription	33	x		=	
Cashpro Online Image Retrieval	96	x		=	
Image Archive	2,715	x		=	
Imagedrop File Maintenance	3	x		=	
Imagedrop Per File	1	x		=	
Imagedrop Per Item	2,294	x		=	
		x		=	
		x		=	
		x		=	
		x		=	
MISCELLANEOUS					
Photocopy-Manual	1	x		=	
Statement Copy	1	x		=	
		x		=	
		x		=	
		x		=	
		x		=	
OTHER NEW SERVICES					
Digital Payments		x		=	
Electronic Payable(s)		x		=	
Smart Safe		x		=	
		x		=	
		x		=	
		x		=	

**County Buildings and Public School Locations
Which May Require Access to a Local Branch**

Local Government - County Office Buildings

County Office Building McIntire Road 401 McIntire Road Charlottesville, VA 22902	County Office Building 5th Street 1600 5th Street Charlottesville, Virginia 22902
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Public Schools - County

Agnor-Hurt 3201 Berkmar Drive Charlottesville, VA 22901	Albemarle High 2775 Hydraulic Road Charlottesville, VA 22901	Baker-Butler 2740 Proffit Road Charlottesville, VA 22911
Broadus Wood 185 Buck Mountain Road Earlysville, VA 22936	Brownsville 5870 Rockfish Gap Turnpike Crozet, VA 22932	Burley 901 Rose Hill Drive Charlottesville, VA 22903
Community Lab 1200 Forest Street Charlottesville, VA 22901	Crozet 1407 Crozet Avenue Crozet, VA 22932	Greer 190 Lambs Lane Charlottesville, VA 22901
Henley 5880 Rockfish Gap Turnpike Crozet, VA 22932	Hollymead 2775 Powell Creek Drive Charlottesville, VA 22911	Ivy 1610 Owensville Road Charlottesville, VA 22901
Journey 210 Lambs Lane Charlottesville, VA 22901	Lakeside 2801 Powell Creek Drive Charlottesville, VA 22911	Monticello High 1400 Independence Way Charlottesville, VA 22902
Mountain View 1757 Avon Street Extended Charlottesville, VA 22902	Murray 3251 Morgantown Road Charlottesville, VA 22903	Red Hill 3901 Red Hill School Road North Garden, VA 22959
Scottsville 7868 Scottsville Road Scottsville, VA 24590	Stone-Robinson 958 North Milton Rd. Charlottesville, VA 22911	Stony Point 3893 Stony Point Road Keswick, VA 22947
Walton 4217 Red Hill Road Charlottesville, VA 22903	Western Albemarle High 5941 Rockfish Gap Turnpike Crozet, VA 22932	Woodbrook 100 Woodbrook Drive Charlottesville, VA 22901