CITY OF STAUNTON

REQUEST FOR PROPOSALS

(RFP # D00225)

BANKING SERVICES

April 24, 2025

GENERAL INFORMATION

The City of Staunton is seeking proposals from qualified financial institutions to provide banking services in accordance with the enclosed specifications.

This RFP is a request for a sealed proposal; therefore, proposals may be submitted electronically through the eVA system, or they may be submitted by non-electronic means (paper submissions) outside of the eVA system. Sealed proposals, whether electronic or paper, will be received until the closing date and time provided in the solicitation.

Electronic Submissions:

Electronic sealed proposals will be accepted ONLY through the eVA system. Proposals delivered electronically by any method outside of the eVA system, such as via E-mail or fax, WILL NOT be accepted.

Paper Submissions:

Proposals that are mailed (U.S. Postal mail), sent by delivery services (UPS, FedEx, etc.), or hand-delivered shall be delivered to:

Hand or Delivery Service	Postal Mail
City of Staunton	City of Staunton
Finance Department	Finance Department
ATTN: Chad M. Horvat	ATTN: Chad M. Horvat
116 W. Beverley Street	P.O. Box 58
Staunton, VA 24401	Staunton, VA 24402-0058
540-332-3819	540-332-3819

INQUIRIES CONCERNING THE RFP

Any questions or comments concerning this Request for Proposal (RFP) shall be directed in writing and submitted by 2:00 pm on May 8, 2025 to:

Jessie L. Moyers
Chief Financial Officer
moyersjl@ci.staunton.va.us

RFP Schedule

RFP Posted	April 24, 2025
Questions Submission Deadline	May 8, 2025 by 2:00 P.M.
Addenda and Questions & Answers Posted	May 12, 2025 by C.O.B.
RFP Submission Deadline	May 22, 2025 by 2:00 P.M.
Oral Presentation and negotiations	TBD June 2025
Contract Award	TBD June 2025
Contract Effective Date	TBD 2025

ALL PROPOSALS MUST BE SUBMITTED PRIOR TO 2:00 PM, LOCAL TIME, May 22, 2025

The City of Staunton (hereinafter referred to as "COS" or "City") is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the Purchasing and Risk Manager by the designated date and hour.

All Offerors shall abide by all applicable State and Federal laws. This public body does not discriminate against faith-based organizations, in accordance with the Code of Virginia, § 2.2-4343.1 or against a Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

GENERAL SPECIFICATIONS

I. INTRODUCTION

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations to provide Banking Services to the City of Staunton, Virginia (City). Offerors proposing must have at least one (1) brick-and-mortar branch located within the City limits available for cash and coin deposits, or must be able to provide deposit transportation for cash and coin. All associated fees for deposit transportation shall be included in **Appendix B -Bank Charges Per Item**. Offerors must be able to provide the full range of banking services detailed in this RFP, and/or additional services provided by the successful Offeror for the security of the City's funds and banking transactions.

The City provides all local government services including education. The City's current operating budget is $148,627,141.00. The City is not currently required to maintain a bond rating.

The contract period shall be from January 1, 2026 (or sooner based upon implementation date) through December 31, 2027 for a two-year period. Contract fees/rates shall remain firm for the contract period. The contract may be renewed for four (4) additional two (2) year periods upon written, mutual agreement between the City and the Successful Offeror.

II. SCOPE OF SERVICES

A. General

1. Prior to the deposit of any City funds in a financial institution, the institution must, for the protection of any such deposits, have first pledged or deposited into escrow securities of such quality as required by the Virginia Security for Public Deposits Act, Chapter 44 of the Code of Virginia. The banking institution shall maintain compliance with the regulations of the Virginia Security for Public Deposits Act during the full term of this contract.

2. The Successful Offeror and the City shall each appoint a Contract Administrator who shall have the authority to administer the terms of the contract and ensure that the services and the payment for those services are provided timely and in accordance with the terms of the contract.

3. The Successful Offeror shall appoint one Account Executive who will be the primary contact person for the City related to all services obtained under the contract.

4. Statistics showing the average monthly transaction volumes for various banking services used by the City are contained in **Appendix A**.

5. The Successful Offeror shall provide the City with online banking capabilities to include information reporting, wire transfer services, stop payment services, positive pay services, fraud control services, and transaction search capabilities for deposit transactions and cancelled checks.

6. The Successful Offeror shall provide an electronic/email notification process to the City of transactions related to incoming/outgoing wires and other transactions on any of the City accounts.

B. Organization of City Bank Accounts

1. The City maintains six (6) primary bank accounts:

   a. General Concentration Account: This account serves as the main financial depository account for daily deposits, investment maturities, transfer deposits from other accounts, and other miscellaneous City deposits. Disbursements from the General Concentration Account include funding for the various zero balance accounts (ZBA) and wire transfers for other City disbursements.

   b. Zero Balance Disbursement Accounts: There are four (4) ZBA checking accounts used for (1) Disbursements for City payroll and accounts payable, (2) Disbursements for School payroll and accounts payable, (3) for health insurance transactions, (4) for credit card receipts. These funds are transferred into the General Concentration Account.

   c. Money Market Account: This account contains excess funds not needed to fund the General Concentration Account.

2. Excess funds in the General Concentration Account, that are not transferred to the Money Market account, are invested in State-approved investments.

C. Deposit Services

The Successful Offeror will accept all items delivered to it for deposit to the accounts of the City in accordance with the following requirements:

1. Time of Credit to the City's Accounts:
   a. Funds received by federal or other wire transfer shall be considered immediately available funds.
   b. Funds received through automated clearinghouse operations shall be considered immediately available funds.
   c. All other items shall be credited to the City's accounts not later than the next bank business day.
2. The Successful Offeror shall automatically forward for collection a second time any item returned to the Offeror for non-sufficient funds (NSF).
3. The Successful Offeror shall credit the City's account with the amounts shown on deposit tickets and make adjusting entries if the tickets vary from the actual amount deposited. The Successful Offeror shall notify the City's Finance Department and Treasurer of any overage or shortage. Such notification shall include full identification to enable the Finance Department to debit or credit the appropriate accounts.
4. The Successful Offeror shall provide blank deposit tickets to the City in such quantities as are required from time to time. The cost of providing deposit tickets shall be passed through to the City at the cost to the Offeror for the deposit tickets.
5. The Successful Offeror shall provide the City with any specialized or proprietary equipment, software, supplies, maintenance, and other consumable items that the City may need to conduct its business with the Offeror.
6. The successful offeror shall provide equipment to enable the City to process checks by electronic check deposit.

D. Checking Services

1. The Successful Offeror shall provide the City with Positive Pay service. The Offeror will accept a file, or on-line transmission, containing information about checks issued by the City from each disbursement account. That information will be used to determine whether a check being presented to the bank for payment against a City account has been authorized for payment. The Offeror must have controls in place acceptable to the City to assure receipt of a full and complete transmission of Positive Pay information.
2. The Successful Offeror shall provide specific reconciliation for each account or sub-account. Currently, the City's Finance Department provides an electronic version of all checks processed through its accounting system and submits the data to the bank for positive pay and check reconciliation processing.
3. The City processes payroll for City employees on a bi-weekly schedule, payroll for School employees on a monthly schedule, and accounts payable checks weekly. The

Finance Department will submit an electronic version of the checks processed to the bank on the same date or prior to the date on the check.

4. The Successful Offeror shall deliver all cancelled checks monthly in an electronic format suitable for access by the City via the internet showing the front and reverse image of the paid check.
5. The Successful Offeror shall honor all City checks for at least six months from the issue date.
6. The Successful Offeror shall make payment on and reconcile all checks drawn on the City's accounts.

E. Purchasing Card Services

The City of Staunton is seeking a vendor to provide purchasing card services for small purchase transactions including, goods, services, travel expense and gas.

1. All purchasing cards will be approved and issued through the Purchasing Card Administrator to users who have been authorized to receive them by department management. The program shall be available for use by individual City employees and/or work groups. Issuance of the card to any employee and/or work group shall have the written approval of the Purchasing Card Administrator via signature on the employee and/or work group application form.
2. The City shall be liable only for the authorized use of a card by authorized users, provided the use is within the single per-transaction dollar limit. The City will not be liable for unauthorized use of purchasing card accounts that are fraudulently used and/or purchasing cards that are lost or stolen except up to a total maximum limit of fifty ($50) dollars. Please be very specific and clear in regard to your response to the liability issues.
3. The successful Offeror shall provide a card designed for use by the City, but at a minimum shall include the following:
   a. The name, City of Staunton, on the face of the card.
   b. The phrase "Tax Exempt" should be embossed on the face
   c. The card company's toll-free "help" telephone number shall be printed on the back
   d. There shall be no references to Automatic Teller Machines (ATMs) included on the card, and the card will be set up so no cash advances can be obtained.
4. The Successful Offeror shall provide training at no charge to Purchasing Card Administrator and Employees. The Offeror should also provide all written training materials.
5. The offer shall propose all available rebates or incentives that are available to the City to include the percentages of the rebate and the frequency of the rebate.
6. The Successful Offeror shall propose detailed methods for handling questions concerning charges on a statement and the process for completing charge-backs.
7. Billings shall be provided on a monthly basis. The Successful Offeror shall provide the cardholder a monthly detailed statement and provide the Finance Department a summary of activity for all departments. The departments will be responsible for

matching invoices, reconciling, coding accounts and sending reconciled report to Accounts Payable.

Each Offeror shall also describe its policies governing the timing of vendor billings relative to the delivery of goods and services.

8. Each Offeror shall furnish payment terms and related rebate offers, if any.

9. The Offeror shall not sell or distribute a list of participating departments and work groups addresses, or any other card-holder information to any person, firm, or other entity for any purpose.

F. Other Services

1. Analysis Services

   Each month the Successful Offeror shall provide to the City an account analysis showing the activity for each compensation category and the resulting charges for that activity, computation of the average daily collected balance, the resulting excess or deficit position for the month's activity, and any compensating balances required to support the monthly activity. The analysis will show all charges incurred by the City for banking services and include activity by type of transactions, number of transactions, and any other charges for services provided. The analysis will also show the net excess or deficit for services during the entire reporting period agreed to between the Successful Offeror and the City.

2. Courier Services

   The City shall provide courier services for cash and check deliveries and pickup of documents from the Successful Offeror.

3. Automated Clearinghouse Transactions

   Payroll payments are being made by direct deposit through automated clearinghouse transfers. The Offeror will be furnished with a file, or on-line transmission, indicating the information necessary to transfer funds through the automated clearinghouse into the recipients' accounts.

   In addition, the City is currently using ACH applications to collect certain payments due to the City. The City anticipates that ACH debit and credit activity will increase during the term of the contract. The Offeror shall provide ACH support, as needed, including any software required to initiate ACH debits/credits.

4. Other Banking Services

   The City may, from time to time, require other banking services not specifically detailed in this RFP. The Successful Offeror may provide those services upon agreement between the City and the Successful Offeror of the scope and price for those services.

5. On-Line Banking Capabilities

   Offeror shall indicate on-line banking capabilities, to include information reporting: wire transfer services: e-mail notification of wires – both outgoing and incoming, and other types of transactions: stop payments: search capabilities for deposit transactions, cancelled checks, and returned deposit items: positive pay: and fraud control.

III. CITY RESPONSIBILITIES

The City of Staunton designates the Chief Financial Officer, Jessie Moyers, as the individual to act as the Project Manager for all work performed under this contract. The Project Manager shall coordinate the work, and shall have the authority to make decisions in writing binding the City on matters within the scope of the contract.

IV. PROPOSAL SUBMISSION REQUIREMENTS

A. The Purchasing Office will not accept oral proposals or proposals received by telephone.

B. Faxed or emailed proposals will NOT be accepted.

C. Offerors are solely responsible for reviewing, complying, and returning a complete and responsive proposal. Failure to submit any of the required information may result in the proposal receiving a lower evaluation score. Changes to the solicitation's forms or formats are prohibited except where clearly instructed and permitted.

D. **Paper Proposal Submission:**

1. The proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope or box. The envelope containing the proposal should be sealed and marked with the title and due date of the proposal. **RFP # D00225 – COS BANKING SERVICES**"
2. Proposals should clearly indicate the legal name, address and telephone number of the Offeror (company, firm, partnership, or individual).
3. All expenses for making proposal to the City of Staunton shall be borne by the Offeror.
4. An authorized representative of the offeror shall sign proposals.
5. Official received time for proposals shall be determined by the time stamp affixed in the Purchasing Office at the time of receipt. Offerors are responsible for ensuring that their proposals are stamped by Purchasing Office personnel by the deadline indicated.
6. Offerors shall provide one (1) paper copy and one (1) identical electronic PDF copy (thumb drive) of the proposal documents.
   a. If proprietary/confidential information is included in the proposal, it shall be identified CONSPICUOUSLY using **Attachment B**, and Offeror is required to submit a redacted paper copy of the proposal in addition to the required number of proposal copies.
   b. A redacted copy shall also be provided in electronic PDF format on the thumb drive. All electronic copies shall be exact image of PDF scanned copies of the original, signed, completed documentation.
7. Proposal documents shall be mailed to addressee below or hand-delivered to the City of Staunton Finance Office located at 116 W. Beverley Street, 3rd Floor City Hall, Staunton, Virginia. Office hours are Monday through Friday, 8:00am to 5:00pm.

8. All paper proposals must be timely delivered to:

Hand or Delivery Service	Postal Mail
City of Staunton	City of Staunton
Finance Department	Finance Department
ATTN: Chad M. Horvat	ATTN: Chad M. Horvat
116 W. Beverley Street	P.O. Box 58
Staunton, VA 24401	Staunton, VA 24402-0058
540-332-3819	540-332-3819

E. Electronic Proposal Submission via the eVA System:

1. Prior to the due date, Offerors should:

   a. Check the status of the solicitation on eVA at www.eva.virginia.gov by clicking on Business Opportunities and then click on Virginia Business Opportunities (VBO) for any updates, changes, amendments, cancellations, etc.;

   b. Check the Solicitation in VBO for all attachments and documents to be completed and submitted; and

   c. Complete all attachments, amendments, exhibits, product information, etc. and attach electronically to the Offeror's electronic submission.

2. Electronic proposal submission with all required documents attached is required.

3. Offerors must submit one (1) complete copy of the proposal and all required documents and/or attachments. Submission as one singular PDF formatted document is preferred.

4. If proprietary/confidential information is included in the proposal, it shall be identified CONSPICUOUSLY using **Attachment B**.

   a. Offeror is required to submit an additional redacted copy of the proposal.

   b. The redacted copy is also preferred to be provided as one singular PDF document. All electronic copies shall be the exact image of PDF-scanned copies of the original, signed, and with all completed documentation.

   c. eVA Submission Instructions:

   Offerors must be registered in eVA in order to submit an electronic proposal.

   The following are instructions for submitting an electronic proposal:

      1. Go to www.eva.virginia.gov;
      2. Click on "I Sell To Virginia";
      3. Click on "eVA Supplier Training"; and
      4. Click on "Viewing and Responding to Solicitations Video".

   If an Offeror needs assistance submitting an electronic response, the Offeror must contact eVA Customer Care at 866-289-7367 or email eVACustomerCare@dgs.virginia.gov.

F. The Proposal Signature Sheet **(Attachment D)** must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Office requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.

G. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.

H. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understands the Request for Proposal and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract.

I. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with existing conditions, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the contract.

J. A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall notify the Purchasing Office in writing of modifications or withdrawal.

K. Modified and withdrawn proposals may be resubmitted to the Purchasing Office up to the time and date set for the receipt of proposals.

L. No proposal can be withdrawn after the time set for the receipt of proposals and for ninety (90) days thereafter.

M. All proposals received in the Purchasing Office on time shall be accepted. All late proposals received by the Purchasing Office shall be retained by the Purchasing Department and will remain unopened. Proposals shall be open to public inspection only after award of the contract.

V. PROPOSAL RESPONSE FORMAT

The Offeror should include in its proposal a minimum of the following:

A. Table of Contents

B. Introduction

1. Cover Letter
2. Proposal Signature Sheet **(see Attachment D)**
3. Insurance Specifications **(see Attachment C)**

C. Executive Summary (including but not limited to)

1. Response to Specific Requirements – The Offeror should address each section of the Scope of Services with a response indicating how the Offeror will provide the requested service. The Offeror should provide additional information, as necessary, to assist the City in determining the ability of the Offeror to meet the individual services requested and the overall banking needs of the City.
2. Statement of Qualifications – The Offeror should include a description of the organizational and staff experience as it relates to meeting the City's banking needs.

3. Key Individuals – The Offeror shall provide a list of key individuals to be assigned to the City contract, specify their role in administering the City contract, and provide a current resume for each individual.

4. References - The Offeror shall provide references, including local government customers of the size and quality of the City for which services similar to those requested in this RFP are provided.

5. Cost of Services – The Offeror shall provide the cost of service on a per unit transaction price for each item listed in **Appendix B** (Use the format provided in **Appendix B**). The Offeror may include on **Appendix B** per unit prices for other services not specifically listed. The Offeror shall also provide the specific monthly cost for each service listed in **Appendix B** based on the monthly volumes provided. If any compensating balance is required, the Offeror must describe the method used to calculate the compensating balance requirement including the earnings credit rate and any reserve requirements used in the calculation.

D. Offeror's Most Recent Audited Financial Statements

VI. PROPOSAL EVALUATION/SELECTION PROCESS:

A. Offerors are to make written proposals according to Section III-Scope of Services which present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required goods/services.

B. Selection of the successful Contractor will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

SELECTION CRITERIA		WEIGHT
Clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the Offeror's plan for accomplishing the tasks in accordance with Scope of Work.		**20**
Special experience, professional competence, and qualifications of the proposed personnel assigned to provide the services to the City of Staunton in accordance with the Scope of Services.		**20**
Fee schedule, technical capabilities, procedures for deposits, and security provided for accounts.		**20**
Reference and financial stability.		**20**
Current workload and ability to complete the required work within City time constraints.		**20**
Total		**100**

PROCUREMENT GUIDELINES

1. SUBMISSION AND RECEIPT OF RFPS:

1.1. In order for your Proposal, to receive consideration, it must be received prior to the specified time and date of opening as designated in the solicitation. E-mail and facsimile submittals are not acceptable.

2. SPECIFICATIONS

2.1. Offerors must indicate any variances from our specification and/or conditions, NO MATTER HOW SLIGHT. If variations are not stated in the Proposal, it will be assumed that the product or service fully complies with our specifications. The Purchasing Department is not responsible for locating or securing any information which is not included in the Proposal. Accordingly, to insure that sufficient information is available, the Offeror must furnish as part of his Proposal all descriptive material, (i.e., Catalog Cuts, illustrations, drawings, specifications, or other information) necessary for the Purchasing Department to determine whether the goods or services offered meet the salient characteristic requirements of the Proposal.

3. BRAND NAMES

3.1. Unless otherwise provided in the Request for Proposals, the name of a certain brand, make, or manufacturer does not restrict Offerors to the specific brand, make, or manufacture mentioned; it conveys the general style, type, character, and quality of the equipment desired. The City shall, in its sole discretion, determine whether the equipment proposed is the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Acceptance shall be based solely on the City's determination of suitability.

4. DELIVERY POINT:

4.1. All items shall be delivered F.O.B. destination, and delivery costs and charges included in the Proposal price. Failure to do so may be cause for rejection of Proposal. The Offeror shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).

5. CASH DISCOUNTS:

5.1. Cash discounts will be considered in determining the award.

6. LATEST MODEL/QUALITY

6.1. Offeror shall base the Proposal on the latest model, design, etc. of this type of equipment by the manufacturer of which he represents. Equipment shall be new and unused.

7. CHARGES AND PAYMENTS

7.1. To Prime Contractor:

7.1.1. 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 purchase order number.

7.1.2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after satisfactory invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

7.1.3. All goods or services provided under the contract, which are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

7.1.4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

7.1.5. 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 City of Staunton 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 City of Staunton of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

7.2. Payment to Subcontractors:

7.2.1. An offeror awarded a contract under this solicitation is hereby obligated:

7.2.1.1. To pay the subcontractor(s) within thirty (30) days of the offeror's receipt of payment from the City of Staunton for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

7.2.1.2. To notify the agency and the subcontractor(s), in writing, of the offeror's intention to withhold payment and the reason.

7.2.2. The offeror 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 offeror that remain unpaid thirty (30) days following receipt of payment from the City of Staunton, 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. An offeror's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City of Staunton.

8. AUDIT

8.1. 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 City, whichever is sooner. The City, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

9. TESTING AND INSPECTION

9.1. The City of Staunton reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

10. ASSIGNMENT OF CONTRACT

10.1. A contract shall not be assignable by the offeror in whole or in part without the written consent of the City of Staunton.

11. DEFAULT

11.1. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City of Staunton, after due oral or written notice, may procure them from other sources and hold the offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City of Staunton may have.

12. TAXES

12.1. Sales to the City of Staunton are exempt from State and Federal sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, as the City of Staunton determines appropriate. Any deliveries under this contract shall be free of Federal excise and transportation taxes.

13. INDEMNIFICATION

13.1. The Offeror agrees to indemnify, defend, and hold harmless the City of Staunton and it's Council members, officers, directors, agents and employees against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorney fees) arising out of, or resulting from any and all injuries to persons or damage to property or intellectual infringement claim arising out of services performed hereunder or by reason of the intentional or negligent acts or omissions of the Offeror, its employees, agents or sub-contractors, including any independent contractors. The provisions of this section shall survive the completion, terminations or expiration of the contract.

14. LIABILITY AND LITIGATION

14.1. The City shall not indemnify or hold harmless any contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The City shall not be liable to contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

15. COPYRIGHTS

15.1. The Offeror hired pursuant to this contract is prohibited from copyrighting any papers, interim reports, forms, or other materials resulting from performance under this agreement, without the written permission of the Purchasing Agency. Data and their analysis, forms, and images gathered or developed during fulfillment of this contract may be used by the Offeror in subsequent copyrighted publications, provided the copyrights do not in any way restrict or limit the Purchasing Agency's ownership, use, or distribution of said information, forms, or images.

16. OFFEROR'S PERFORMANCE

16.1. The successful Offeror agrees and covenants that its agents and employees shall comply with all City, State and Federal laws, rules and regulations applicable to the business to be conducted under the contract.

17. AWARDING THE CONTRACT

17.1. The award of a contract shall be determined in the sole discretion of the City based upon evaluation of all information as the City may request. The City reserves the right to waive any informality in RFPs submitted in response to this Request for Proposals when such waiver is in the best interest of the City.

17.2. The City of Staunton shall endeavor to award the contract within thirty (30) days from receipt of RFPs. Notice of award will be posted on the City Web Site at http://www.staunton.va.us/solicitation-results and on the eVA procurement site.

18. DISCUSSION OF EXCEPTIONS TO THE RFP

18.1. The RFP, including its venue, termination, and payment schedule provisions, shall be incorporated by reference into the contract documents as if its provisions were stated verbatim therein. Therefore, any exception to any provisions of the RFP shall be explicitly identified in a separate "Exceptions to RFP" section of the proposal for resolution before execution of the contract. In case of any conflict between the RFP and any other contract documents, the RFP shall control unless the contract documents explicitly provide otherwise.

18.2. Please identify in the proposal submission any "Exceptions to RFP".

19. PUBLIC INSPECTION OF PROCUREMENT RECORDS

19.1. RFPs submitted shall be subject to public inspection only in accordance with Section 2.2-4342 of the Code of Virginia, which reads, in essence, as follows:

19.2. Public inspection of certain records:

19.2.1. Except as provided in this section, all proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.

19.2.2. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

19.2.3. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of RFPs are completed but prior to award, except in the event that the City decides not to accept any of the RFPs and to reopen the contract. Otherwise, Proposal records shall be open to public inspection only after award of the contract.

19.2.4. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

19.2.5. Trade secrets or proprietary information submitted by an Offeror or contractor in connection with a procurement transaction shall not be subject to the Virginia Freedom of Information Act; however, the offeror or contractor shall

19.2.5.1. invoke the protections of this section prior to or upon submission of the data or other materials,

19.2.5.2. identify the data or other materials to be protected, and

19.2.5.3. state the reasons why protection is necessary.

19.2.5.4. Offeror may not invoke this protection on the entire Proposal – only on those sections or data which are considered trade secrets or proprietary.

20. ETHICS IN PUBLIC CONTRACTING

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

21. FORUM SELECTION

21.1. This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without reference to conflict of laws principles or rules of construction. Any action, proceeding, or claim in any way related to this agreement or the relationship between the parties shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.

22. PROMPT PAYMENT ACT

22.1. Any contract awarded as a result of this Request for Proposals shall incorporate the terms and conditions of Article 4 of the Virginia Public Procurement Act with respect to Prompt Payment.

23. REJECTION OF RFPS

23.1. The City reserves the right, at any time prior to award of the contract, to reject any and all RFPs, or any part thereof, to make no award, and/or to issue a new Request for Proposals, or make modifications, corrections, or additions to the information contained herein.

23.2. Offerors are cautioned this is a Request for Proposals, NOT a request to contract.

24. COSTS FOR PROPOSAL PREPARATION

24.1. Any costs incurred by offerors in preparing or submitting RFPs are the offeror's sole responsibility; the City will not reimburse any offeror for any costs incurred as a result of the preparation of this Request for Proposals.

25. APPROPRIATIONS

25.1. The obligations of the City of Staunton are subject to and contingent upon annual appropriation by City Council of sufficient funds for the purposes of this contract. In the absence of such annual appropriation, either the City of Staunton or offeror may terminate the contract by giving not less than ten (10) days prior notice to the other, specifying this reason for the termination, and upon effective termination pursuant to this provision, any compensation due shall be equitably adjusted by mutual agreement.

26. ADDITIONAL FEDERAL GRANT PROVISIONS

26.1. The following provisions apply to a contract made under a federal grant: Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

27. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

27.1. Pursuant to Code of Virginia, §2.2-4311.2 subsection 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 proposal the identification number issued to it by the State Corporation Commission (SCC).

27.2. 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 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/.

28. ANTITRUST

28.1. By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City 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 City under said contract.

29. QUALIFICATIONS OF OFFERORS

29.1. The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the

Offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities.

29.2. The City further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the City that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

30. CANCELLATION OF THE CONTRACT

30.1. The City 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.

31. AVAILABILITY OF FUNDS

31.1. Agreements are made subject to the appropriation of funds by the Staunton City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

32. SELECTION PROCESS/AWARD

32.1. Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive offerors.

33. SAFETY AND OSHA STANDARDS

33.1. All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

34. CONTRACT TERM

34.1. The Offeror whose Proposal is found to be the most advantageous to the City will be offered the opportunity to enter into an Agreement with the City. The scope, terms, and conditions of that Agreement shall be in substantial conformance with the terms, conditions, and specifications described in this Request for Proposals.

34.2. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner the obligations agreed to, the City shall have the right to terminate the contract by specifying the date of termination in a written notice to the contractor at least thirty (30) days prior to the termination date. The City may terminate this contract without cause in the event funds are not appropriated the City of Staunton.

34.3. Part of the consideration will be the capability of the Offeror to immediately begin work and meet the proposed timetable above.

34.4. The City reserves the right to negotiate the Agreement, to include any portion or portions of the services covered by this Request for Proposals, and to reject any and all RFPs in total or by components.

34.5. The contractor shall not assign or transfer any interest in the contract without prior written consent of the City.

35. SEVERABILITY

35.1. Any written contract resulting from this RFP shall contain a severability clause, which provides that each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

36. COMPENSATION AND RECORD KEEPING

36.1. The Offeror selected will be paid on a percentage of progress completed basis, as provided for in the contract or lump sum at completion or project. The contract will be written on a "unit price" basis. Records are to be kept by the Offeror in such detail as to properly reflect all direct or indirect costs of labor and material for which payment will be claimed.

37. PAYMENT

37.1. Appropriate personnel will make payment for all completed work only after final approval and acceptability of the work completed.

38. PERFORMANCE AND PAYMENT BONDS

38.1. Successful contractor agrees to provide a performance bond and a payment bond for any contract signed which exceeds $500,000.

39. SOLICITATION ADDENDA

39.1. Prior to submitting their Proposal, it is the Offeror's responsibility to check the City web-site for any addenda associated with this Request for Proposals.

40. INSURANCE REQUIREMENTS

40.1. Insurance Requirements

The Successful Offeror shall maintain insurance to protect itself and the City of Staunton from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations under this contract, whether such operations be by itself or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment C)**

41. CONTRACT TERMINATION

41.1. This contract will not be awarded to any vendor who has had a previous contract with the City of Staunton terminated for substantial non-compliance within the last three (3) years.

42. DEBARMENT STATUS

42.1. By submitting their proposals, all offerors certify that they are not currently debarred from submitting proposals on contracts by any public body of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting RFPs on contracts by any public body of the Commonwealth of Virginia.

43. CONTRACTOR UNDERSTANDING

43.1. It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and locations of the work, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions and all other mattes which in any way effect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the City either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

44. **SUBCONTRACTS**

44.1. No portion of the work shall be subcontracted without prior written consent of the City of Staunton, Virginia. In the event that the Contractor desires to subcontract some part of the work specified in the contract, the Contractor shall furnish the City the names, qualifications, and experience of the proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall ensure compliance with all the requirements of the contract.

45. DRUG-FREE WORKPLACE

45.1. During the performance of this contract, the contractor agrees to:

45.1.1. provide a drug-free workplace for the contractor’s employees;

45.1.2. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, 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;

45.1.3. 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

45.1.4. include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

46. NON-DISCRIMINATION

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

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

46.1.2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

46.1.3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

46.1.4. The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

47. PERMITS AND LICENSES

47.1. Any required City permits must be obtained by the contractor at the contractor's sole expense. The successful contractor must obtain at his/her own expense, the required business license from the City of Staunton, Commissioner of Revenue's Office prior to beginning work. All equipment and/or installation must meet all applicable local, State, and Federal codes.

48. COOPERATIVE PROCUREMENT

48.1. This procurement is being conducted on behalf of other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia. If authorized by the Offeror, the resultant contract may be extended to any public body in the Commonwealth of Virginia in accordance with contract terms.

49. IMMIGRATION REFORM AND CONTROL ACT OF 1986

49.1. During the performance of this contract, contractor agrees that they will not, and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986. (per 2.2-4311.1)

50. CERTIFICATION OF INTEREST & RELATIONSHIPS

50.1. The extent that either Contractor or any of Contractor's officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for, or employed by, the City of Staunton, Staunton City Council, School Board or Staunton Public Schools, Contractor shall reveal such relationships. In accordance with this paragraph, Contractor shall execute the certification attached hereto **(Attachment A)** and submit the certification contemporaneously with the executed Contract.

ATTACHMENT A

CERTIFICATION OF INTEREST & RELATIONSHIPS WITH CITY OF STAUNTON, STAUNTON CITY COUNCIL, SCHOOL BOARD AND STAUNTON PUBLIC SCHOOL EMPLOYEES

Contractor hereby certifies that neither Contractor, nor any of Contractor's officers, directors, or executive employees maintain a financial of familial relationship with any person acting for, or employed by, the City of Staunton, Staunton City Council, School Board, or Staunton Public Schools (City Employee).

To the extent that such relationships exist, Contractor shall reveal the relationship below by describing the nature of the relationship and identifying the person with whom such relationship exists.

☐ Neither Contractor nor any of its officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the City of Staunton, Staunton City Council, School Board, or Staunton Public Schools.

☐ The following individuals currently maintain a ***financial*** relationship with Contractor.

City Employee's Name: ______________________________

Position with City: ______________________________

Nature of Relationship: ______________________________

____

☐ The following individuals currently maintain a ***familial*** relationship with Contractor.

City Employee's Name: ______________________________

Position with City: ______________________________

Nature of Relationship: ______________________________

____

Contractor: ______________________ Date: ______________

By: ______________________

Name: ______________________

Title: ______________________

ATTACHMENT B

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM

Code of Virginia 2.2-4342F *(updated 07/01/18)*: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line-item prices or total bid, proposal, or prequalification application prices."

Trade secrets or proprietary information shall be identified in writing on this form, either before or at the time the data or other material is submitted. Note: If proprietary/confidential information is identified, Bidder/Offeror must submit a redacted copy (in electronic PDF format) of their bid/proposal in addition to the required number of copies requested. The proprietary or trade secret material must be clearly identified in the redacted bid/proposal copy by a distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. The designation of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION NUMBER	PAGE NUMBER	REASON

Authorized Signature ____________________ Date ____________________

*** Please return this page with proposal. ***

ATTACHMENT C
INSURANCE SPECIFICATIONS

The contractor shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the contractor, and shall deliver Certificate of Insurance from carriers acceptable to the owner specifying such limits. The Certificate shall show the City named as an additional insured for the Commercial General Liability and Automobile Liability, including owned, non-owned and hired car coverage and Umbrella Liability coverage. The coverage shall be provided by a carrier(s) rated "Excellent" by A.M. Bests. In addition, the insurer shall agree to give the City 30 days advance written notice of its decision to cancel coverage.

Workers' Compensation
Statutory Virginia Limits
Employers' Liability Insurance — $100,000 for each Accident by employee
$100,000 for each Disease by employee
$100,000 policy limit by Disease

Commercial General Liability
Combined Single Limit — $1,000,000 each occurrence
$2,000,000 Aggregate

a. Completed Operations/Products
b. Contractual Liability for Specified Agreement
c. Personal/Advertising Injury
d. Broad Form Property Damage

Umbrella Liability
$2,000,000 each occurrence/aggregate

Media Liability
$10,000,000 per occurrence/aggregate

Computer Crime-Electronic Funds Transfer Coverage
$10,000,000 per occurrence

Cyber Risk Coverage including internet and network liability
$10,000,000 per occurrence/aggregate

Technology Errors & Omissions
$10,000,000 per occurrence/aggregate

Financial Institutional Bond as required by regulation

Note 1:Contractual Liability covers the following indemnity agreement:

"The Contractor shall indemnify and hold harmless the owner against and from all liability, claims, damages and costs, including attorney's fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under the contract."

ATTACHMENT D

PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth herein. My signature also certifies that by submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a Representative for the Firm:

NAME OF FIRM: ______________________________

ADDRESS: ______________________________

FED ID NO: ______________________________

SIGNATURE: ______________________________

NAME (print): ______________________________

TITLE: ______________________________

TELEPHONE: ______________________________

DATE: ______________________________

E-MAIL: ______________________________

WEB SITE: ______________________________

APPENDIX A

AVERAGE MONTHLY TRANSACTION VOLUMES

CITY OF STAUNTON

SERVICES	APPROXIMATE MONTHLY VOLUME (2024/2025)
General/Account Maintenance	
Monthly Statement	**6**
Monthly Account Analysis	**6**
Deposits	
Deposits Credited	**159**
Remote Deposit Item	**4,638**
Checks Paid and Other Debits	**687**
Returned Deposited Items	**7**
Returned Items – Represented	**5**
Checking Services	
Stop Payments	**0**
Image Capture – Paid Checks	**687**
Wire Transfer Services	
Domestic Wires – Incoming	**2**
Domestic Wire – Outgoing	**2**
ACH Activity	
ACH Monthly Maintenance	**1**
ACH Input File	**3**
ACH Positive Pay Monthly Maintenance	**5**
Direct Deposit	**2,263**

ACH Received Debits	**96**
ACH Received Credits	**299**
ACH Return	**4**
ACH File Upload	**12**
Positive Pay with Recon Maintenance	**2**
Positive Pay with Recon Item	**590**
Positive Pay Client File	**2**
ZBA Master Account Maintenance	**1**
ZBA Sub Account Maintenance	**4**

APPENDIX B
BANK CHARGES PER ITEM

SERVICES	PER ITEM CHARGE
General/Account Maintenance	
Monthly Statement	
Monthly Account Analysis	
Deposits	
Deposits	
Items Deposited	
Electronic Credits	
Returned Deposited Items	
Returned Deposited Items Re-Presented	
Deposit Correction	
On-Line Deposits – Monthly Fee	
On-line Deposits – per Item	
Deposit Transportation for Cash & Coin (if necessary) per Deposit	
Checking Services	
Zero Balance Account/Master Account	
Items Paid	
Stop Payments – Per Item	
Image Capture – Paid Checks	
CD/Electronic Image	
Positive Pay Service – Base Fee	

ARP Services	
Full Reconciliation- Base Fee	
Full Reconciliation- Per Item	
Wire Transfer Services	
Domestic Wires – Incoming	
Domestic Wire – Outgoing	
E-Mail Notification	
ACH Activity	
File Transmission	
ACH Fax/Electronic Notification	
ACH Debits	
ACH Credits	
Monthly Fee	
Other:	
Other:	
Other:	
Other:	
Other:	
Other:	
Other:	