

8570 EXECUTIVE PARK AVENUE
FAIRFAX, VIRGINIA 22031

**Request for Proposals**

**Number: RFP 20-026**

 **Title: Banking Services**

**Date Issued: April 17, 2020**

**Deadline for Questions: 5:00 p.m., May 5, 2020**

**Deadline for Submitting Proposals: 2:00 p.m., May 29, 2020**

**Finalist Presentations (tentative): July 8 – 9, 2020**

**Proposals to Be Delivered to: Procurement Department**
 **Fairfax Water**
 **8570 Executive Park Avenue Fairfax, Virginia 22031**

**Procurement Contact: Donald R. Legg, CPPO**

 **Procurement Manager**
 **Telephone: 703-289- 6261**

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 **E-Mail: Dlegg@fairfaxwater.org**

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**SECTION 1**

# 1. SUMMARY INFORMATION

## 1.1 Introduction and Objective

The Fairfax County Water Authority, doing business as Fairfax Water (Fairfax Water) was created under the Virginia Water and Waste Authorities Act pursuant to resolutions adopted by Fairfax County on September 26, 1957. Fairfax Water is managed by a ten member Board of Directors appointed for three-year terms by the Fairfax County Board of Supervisors.

The objective of this Request for Proposals (RFP) is to establish a three-year initial contract, with the option to extend the contract for an additional two one-year periods for banking services.

Fairfax Water intends to select one or more firms to provide the required services. To facilitate the evaluation of proposals, the services have been divided into three (3) Service Groups as listed below. Offerors may propose to provide ***one or more*** of these services. It is possible that awards to multiple Offerors will be made, but it is the intention of Fairfax Water to select only one (1) Offeror for each Service Group.

Service Group 1: General Banking Services

Service Group 2: Lockbox Processing Services

Service Group 3: Purchasing Card/Electronic Payables Services

## 1.2 Contract Award

A contract will be awarded to the Offeror whose proposal is determined to be the most advantageous to Fairfax Water based on the evaluation criteria included in Section 3.10. The successful Offeror will be notified by email. Public notice of award will be posted on the official Fairfax Water web site:

<https://www.fairfaxwater.org/procurement>

## 1.3 Definitions

Whenever used in this solicitation or in the contract documents, the following terms have the following meanings, which are applicable to both the singular and plural and the male and female gender thereof:

A. **Acceptance** – Fairfax Water’s acceptance of the project from the contractor upon confirmation from the Project Manager and the contractor that the project is totally complete in accordance with the contract requirements and that all defects have been eliminated. Final acceptance is confirmed by the making of final payment of the contract amount including any change orders or adjustment thereto.

B. **Award** – Means the decision by Fairfax Water to execute a contract after all necessary approvals have been obtained.

C. **Committee** – Means the Evaluation Committee.

D. **Contract** – Means the formal written acceptance of an offer by Fairfax Water in the form of a written agreement that incorporates by reference the work to be performed (i.e. the Contract Documents).

 E. **Contractor** – The person, firm or corporation with whom Fairfax Water has entered into a contractual agreement and includes the plural number and the feminine gender when such are named in the contract as the contractor.

F. **Default** – means that the Contractor has failed to fulfill its contractual obligations properly and on time.

G. **Desirable** – The term "desirable” or “it is desirable" is used to identify features that are desired but are not mandatory.

H. **Evaluation Committee** – The Evaluation Committee is the group of individuals appointed to review, evaluate, and rank each proposal, and make a recommendation forward.

I. **Liquidated Damages** – A sum stated in a contract to be paid as ascertained damages for failure to perform in accordance with the contract. The damage figure stipulated must be a reasonable estimate of the probable loss, and not calculated simply to impose a penalty on the contractor.

J. **Must** – The term "must" or "shall" is used throughout this document to indicate mandatory requirements. It means that the Offeror will provide the goods and/or services specified in the RFP.

K. **Notice** – The term “Notice” or the requirement to notify means all Notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with the contract requirements. Any Notice by either party to the contract shall be sufficiently given if delivered to the last known business address of the person, firm or corporation constituting the party to the contract, or to his, their or its authorized agent, representative or officer, by certified or registered mail, FedEx, or UPS, to the individual or firm, or to an officer of the Contractor for whom it is intended.

L. **O.E.M. / OEM** – Original Equipment Manufacturer.

M. **Offeror** – means any person submitting a response to an RFP.

N. **Performance Bond** – A contract of guarantee executed in the full sum of the contract amount subsequent to award by a successful Offeror to protect the government from loss due to his/her inability to complete the contract in accordance with its terms and conditions.

O. **Professional Services** – Work performed by an independent contractor within the scope of the practice of accounting, actuarial services.

P. **Project Officer** – means the Fairfax Water employee assigned to this Project for purposes of oversight of the project. The Project Officer is responsible for all aspects of the contract (excluding contract modifications to scope / plan design, schedule, fee, etc.) after contract award, including but not limited to approving design changes, and authorizing payment for completed work, etc.

Q. **Proposal** – means the response by an Offeror to a Request for Proposals issued by a procurement agency to obtain goods or labor. The response may include but is not limited to an Offeror's price and terms for the proposed contract, a description of technical expertise, work experience, and other information requested in the solicitation.

R. **RFP** – means Request for Proposals which means any document, whether attached or incorporated by reference, used for soliciting proposals from Offeror’s under any method allowed under current Virginia Procurement regulations.

S. **Scope of Work** - The term “Scope of Work” refers to the written technical description of services to be provided by the successful Offeror to be applied to the Work and certain administrative details applicable thereto.

T. **Shall** – Has the same meaning as the word must.

## 1.4 Term of Contract and Contract Renewal

A. **Term**: The initial term of the contract will be for three years, covering the period from January 1, 2021 through December 31, 2023 with the option to renew the contract for up to two additional one-year periods, for a maximum total of five years.

B. **Renewal:** Renewal will be at the then current rates, terms and conditions (see section 4.3 “Annual Economic Price Adjustment”). Failure to renew by the expiration date of the then current contract year will not automatically cancel the contract. Fairfax Water may retroactively renew the contract at any time prior to the last day of the following contract year providing that Fairfax Water has not formally canceled the contract. Price adjustments requests for future years may or may not be approved by Fairfax Water depending on past performance of the contractor and the then current market conditions.

**End Section 1**

**SECTION 2**

# 2. SCOPE OF WORK

## 2.1 Description and Summary Requirements

1. **SERVICE GROUP 1: GENERAL BANKING**

1. **General Requirements:** Fairfax Water has one primary banking relationship with four demand deposit accounts. The four demand deposit accounts are listed below:

1. Operating Account
2. Retirement Plan Account
3. Welfare Benefit Trust Account
4. Flexible Spending Account

Requirements include:

1. Be designated as a Qualified Public Depository as specified in the Virginia Security for Public Deposits Act, Chapter 44, Title 2.2,
2. Maintain a deposit-taking branch in Fairfax County,
3. Establish 4 or more demand deposit accounts to meet the banking requirements and maintain accurate records of activity in those accounts, and
4. Offer online banking services with mobile access.

2. **Deposit Services:** Fairfax Water currently makes its coin and currency deposits at a branch location. On average, Fairfax Water makes 21 branch deposits per month. Fairfax Water will be implementing a “smart safe” solution for the deposit of its currency in the future. Fairfax Water will continue to utilize a branch location for minimal petty cash needs. On average, Fairfax Water receives approximately $66,300 per month in coin and currency.

Fairfax Water receives approximately 920 checks on-site per month. These checks are deposited using remote deposit capture (“RDC”) through 2 TellerScan TS240 check scanners. Multiple batches are processed each day.

Fairfax Water utilizes an “e-lockbox” solution to facilitate the electronic processing of payments from consumer bill payer systems for utility payments. There are 29,100 items on average per month that are processed through this electronic solution.

Required services include:

1. Process the deposit of approximately 920 checks per month though remote deposit capture,
2. Process the collection of $66,300 in currency per month through a “smart safe”,
3. Fulfill orders for currency and coin through a branch location,
4. Provide online access to deposited item images, and
5. Provide an “e-lockbox” solution.

3. **Disbursement Services:** Fairfax Water disburses approximately 1,220 checks per month for accounts payable and other disbursement needs from two accounts. The majority of these checks are accounts payable. Currently 95% of Fairfax Water’s vendors receive payment by checks. Fairfax Water is highly interested in setting up the functionality to pay its vendors by virtual card or ACH (*See Service Group 3: Purchasing Card/Electronic Payable Services*) so this current volume of paper checks is expected to decline in the future. Positive pay and payee positive pay is used on both of Fairfax Water’s check disbursing accounts. All other accounts are set up with check block services. Fairfax Water currently receives check images through CD-ROMs and would like to explore receiving a file transmission of check images.

1. Provide payee positive pay services with online transmission of check details,
2. Provide positive pay exception item review and correction online,
3. Provide online stop payment services,
4. Provide CD-ROM or alternative electronic archival of cleared checks (images of front and back), and
5. Provide online access to up to 7-years of cashed check images.
6. **Electronic Transfer of Funds:** Fairfax Water bills customers on a quarterly basis. Approximately 90,000 customers have enrolled in reoccurring quarterly payments resulting in approximately 30,000 monthly debits. Fairfax Water is interested in learning about best practices to adopt to comply with NACHA’s Supplemental Fraud Detection Standards for WEB Debits that is expected to be implemented in March 2021.

Nearly 100% of Fairfax Water employees are on direct deposit with payroll files being processed bi-weekly on Thursdays. The average payroll file is approximately $1 million. Retiree benefits are paid on the 1st of the month by direct deposit. There are approximately 900 ACH credits initiated monthly.

Fairfax Water initiates a limited amount of fed funds wires, sending on average 7 per month and receiving 3 fed funds wires per month.

Required services include:

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

**Reporting:** Fairfax Water requires online access to daily reports of balances and transaction details, including current and prior day reporting of ledger balance, available balance, and summary and details of credits/debits posted. Approximately 6 Fairfax Water employees have access to the bank’s online reporting system. Fairfax Water has 2 individuals identified as system administrators overseeing employee access.

Fairfax Water uses SAP ERP 6.0.

Required services include:

1. Provide online balance reporting services,
2. Allow approximately 6 Fairfax Water employees with different levels of authorization to access the bank’s online reporting system,
3. Provide current day and prior day reporting,
4. Provide full account reconciliation services,
5. Provide online monthly activity statements and reports for all accounts by the third business day of the following month, and
6. Provide a detailed monthly account analysis statement for each individual account and a consolidated statement showing charges for all account services.
7. **Bank Balances:** Over the last year, bank balances have fluctuated from $9.5 million to $29.8 million with an average of approximately $16.2 million. In the future, balances may be used to cover bank charges or Fairfax Water may choose to invest funds in a sweep or interest-bearing account.

Required services include:

1. Provide a competitive earnings credit rate for uninvested balances,
2. Provide an overnight investment service (sweep) and/or interest-bearing account for excess cash balances in the demand deposit accounts, and
3. Collateralize all balances, in excess of balances insured by the FDIC, as per the collateral requirements of the Virginia Security for Public Deposits Act.
4. **SERVICE GROUP 2: LOCKBOX PROCESSING SERVICES**

Fairfax Water uses a lockbox provider for receipt of utility payments. A summary of Fairfax Water’s lockbox processing needs is below:

|  |
| --- |
| **Lockbox** |
| **Purpose** | Water Billing |
| **Lockbox Type** | 🞏 Wholesale 🗹 Retail 🞏 Wholetail |
| **Annual Collections**  | $141 million |
| **Annual Volume Received** | 340,000 |
| **Standard Remittance Documents** | 🗹 Yes 🞏 No  |
| **Items Scanned** | 🞏 Envelope 🗹 Check 🗹 Remittance Document 🞏 Correspondence (mailed back to Fairfax Water) |
| **Images Available Online** | 🗹 Yes 🞏 No  |
| **Online Exception Review and Decision Used** | 🗹 Yes 🞏 No  |
| **File Transmission Format** | BAI |
| **Length of Time Images are Accessible Online** | 7 Years |
| **Physical Copies Returned** | 🗹 Yes 🞏 No Correspondence items |

Currently, non-payment transactions (correspondence) are being mailed to Fairfax Water. Staff would find having these documents imaged and available online to be beneficial and reduce the need for these items to be returned.

Sample remittance documents can be found below. Fairfax Water includes a #10 remittance envelope with a return address window with all customer bills.

**Sample Bill**



**Remittance Envelope**



Although utility payments are currently mailed to an out-of-state facility located in Charlotte, North Carolina, Fairfax Water’s preference is for payments to be sent locally in the Commonwealth of Virginia.

Required services include:

1. Provide a lockbox solution for Fairfax Water’s payment and document collection needs,
2. Process all payments and documents sent to a P.O. Box (preferably located in the Commonwealth of Virginia), including payments and documents that may require some data entry,
3. Process, including imaging, checks, remittance documents, and other forms/documents received,
4. Provide online access to images of processed items, remittance documents and other forms/documents,
5. Capture details from the remittance document and other forms/documents either electronically or manually,
6. Provide online reporting and download of transaction detail and summary including account numbers and payment amounts, and
7. Provide online exception item review and correction.
8. **SERVICE GROUP 3: PURCHASING CARD/ELECTRONIC PAYABLES SERVICES**

Fairfax Water has a purchasing card program with approximately 200 cards in circulation. The program currently has an annual spend of approximately $1.3 million. The card program is primarily used by Fairfax Water’s field staff for day-to-day operational needs.

Fairfax Water utilizes a manual, paper-based process to do its expense reporting workflow. Fairfax Water’s ledger code is 16 digits: Main (6), Cost Center (4), and Project (6). Fairfax Water is interested in exploring the capabilities of the selected bank’s expense reporting platform to streamline expense reporting processing. Fairfax Water is on a 30/25 cycle and has historically paid the purchasing card provider within 15 days after the statement date.

Fairfax Water is also interested in exploring an electronic payables platform to pay vendors with virtual card or ACH. For those vendor payments converted over to ACH, **it is a requirement that Fairfax Water will maintain the vendor banking information.**

During the last calendar year, the annual accounts payable spend was $151.2 million. There are only 80 to 100 active vendors. Payments are processed twice a week on Monday and Thursday. Below is a summary of accounts payable spend by payment type.

|  |  |  |
| --- | --- | --- |
| **Payment Type** | **Annual Number of Transactions** | **Annual Dollar Volume** |
| Check | 6,716 | $64.0 million |
| ACH | - | - |
| Wires | 434 | $87.2 million |
| Total | 7,150 | $151.2 million |

At this stage in the RFP process, Fairfax Water has elected not to provide a list with detailed vendor information and number and type of payments.

Required services include:

1. Issue 200 or more cards with EMV chips,
2. Provide detailed online reporting services,
3. Provide electronic expense reporting capabilities for employees to reconcile and allocate transactions to specific general ledger accounts,
4. Provide a customized monthly electronic feed with all card transactions and associated expense allocation information,
5. Work with Fairfax Water to expand the use of its purchasing card program and convert vendors that currently receive checks to payment by virtual card or ACH (*Fairfax Water will maintain the vendor banking information for ACH payments on its ERP system*), and
6. Pay a rebate to Fairfax Water based on expenditures.

## 2.2 References

Using Attachment A, provide at least five (5) references for which you have provided the same or similar services within the last three (3) years. At least three (3) references must be for clients that you have provided at least one complete year of services. Fairfax Water reserves the right to require additional references from the Offeror, or to obtain additional references from other sources not provided by the Offeror.

## 2.3 Insurance Claims/Legal Actions Against Offeror

In addition to the mandatory insurance requirements listed in Section 4.19 (Insurance) and at the request of Fairfax Water Offeror’s shall submit a list of insurance claims/legal actions made against it within the past 12 months. Fairfax Water reserves the right to reject any offer if in Fairfax Water’s opinion the amount or number of claims is deemed to be excessive. Failure to provide this information may result in rejection of your proposal.

**END SECTION 2**

**SECTION 3**

# 3. SUBMISSION OF PROPOSALS AND METHOD OF EVALUATION

## 3.1 General

The following general information shall be provided. Offeror’s shall follow instructions carefully to ensure that proposals are properly prepared.

1. Either Attachment B - Transmittal Form or a transmittal letter prepared on the Offeror’s business stationery must accompany the proposal. A transmittal letter must include a confirmation that the individual(s) signing the letter are authorized and agrees to furnish the services described in the Offeror’s proposal and in accordance with this RFP; and as may be mutually agreed upon by subsequent negotiation.

2. Each Offeror must furnish all information required by the RFP. The person signing the proposal must initial erasures or other changes. Proposals signed by an agent of the corporation must be accompanied by evidence of his or her authority to bind the corporation to the terms and conditions of this solicitation.

3. Fairfax Water reserves the right to conduct discussions with qualified Offerors in any manner necessary to serve the best interest of Fairfax Water.

## 3.2 Proprietary Information

1. Except as provided herein or as otherwise set forth in §2.2-4342 of the Virginia Public Procurement Act (Va. Code Ann. §2.2-4300 et seq., the “Act”), all proceedings, records, contracts and other public records relating to procurement transactions shall be open to inspection in accordance with the Virginia Freedom of Information Act (Va. Code Ann. §2.2-3700 et seq., the “Virginia FOIA”).

2. Offeror or Contractor shall have the right to identify data or other materials submitted in connection with this procurement as trade secrets or proprietary information, which shall not be subject to inspection pursuant to either §2.2-4342 of the Act or the Virginia FOIA, by submitting to Fairfax Water prior to or at the time of submission of its proposal a separate, written notice on its letterhead stationery setting forth the following: (i) a statement indicating that the Offeror, or Contractor wishes to invoke the protections of this section; (ii) an identification of the data or other materials for which protection is sought; and (iii) a statement with regard to why protection is necessary.

## 3.3 Questions and Communications

1. All contact between prospective Offerors and Fairfax Water with respect to this solicitation will be formally held at scheduled meetings or in writing through the Issuing Office. Questions and comments regarding the meaning or interpretation of any aspect of this solicitation must be submitted in writing to the Procurement Contact identified on the cover page to this solicitation and must be received by the Procurement Contact on or before the deadline for submitting questions that is specified on such cover page. Only written questions will be accepted. Questions and/or comments which are submitted after the deadline set forth on the cover page to this solicitation will not be answered.

2. Fairfax Water shall respond to all timely questions and comments that are properly submitted hereunder and are deemed to address a matter that is relevant and substantive in nature within a reasonable period of time, in the form of a written Addendum that will be transmitted to all prospective Offerors at the addresses furnished to Fairfax Water for such purpose. Oral communications between Fairfax Water and any Offeror regarding the interpretation or meaning of any aspect of this RFP are not authorized and may not be relied upon for any purpose.

## 3.4 Addenda to the RFP

1. Fairfax Water reserves the right to amend this solicitation at any time prior to the deadline for submitting Bids or Proposals. If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an Addendum that will be provided to all prospective Offeror’s who are on record with Fairfax Water as having received this solicitation. If, in the opinion of Fairfax Water, the deadline for the submission of proposals does not provide sufficient time for consideration of any Addendum, then such deadline may be extended at the discretion of Fairfax Water.

2. It shall be the responsibility of each Offeror to contact the Purchasing Contact identified on the cover page to this solicitation prior to submission of a proposal hereunder in order to determine whether any Addenda have been issued in connection with this procurement. Notwithstanding any provision to the contrary, the failure of any Offeror to receive any Addenda shall neither constitute grounds for withdrawal of its proposal nor relieve such Offeror from any responsibility for incorporating the provisions of any Addenda in its proposal.

## 3.5 Duration of Proposals

Proposals shall be valid for a minimum of 180 days following the deadline for submitting offers. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until such time as either an award is made or proper notice is given to Fairfax Water of Offeror’s intent to withdraw its offer. Offers may only be withdrawn by submitting Notice at least 15 days before the expiration of the then current 120-day period.

## 3.6 Instructions for Submitting Proposals

1. The deadline for submitting Proposals is shown on the cover sheet. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Purchasing Department. Proposals will be opened in accordance with the provisions of the Virginia Public Procurement Act. There will be no public proposal opening. The list of prospective Offerors shall be available for public inspection only after Contract award or upon cancellation of the solicitation.

2. Attachment B - Transmittal Form must accompany the proposal. The purpose of this form is to formally submit the proposal and bind the Offeror to the terms, conditions and specifications contained in the solicitation. The Form must be signed by an individual who is authorized to bind the Offeror’s firm to all items in the proposal including products, services, etc., and prices, contained in the proposal. A transmittal letter may be substituted for the attached form. If used, the transmittal letter must include an affirmative statement that binds the firm to the terms, conditions and specifications contained in the RFP; and also state that the person signing the transmittal letter is authorized to bind his/her firm. The letter must also provide all of the information contained on the Transmittal Form.

1. Submit one original and five (5) copies of your complete Proposal in two separate, sealed volumes. Volume 1 – Technical Proposal, shall contain the technical portion of your proposal. Volume 2 – Cost Proposal, shall contain the cost portion of your proposal. Offerors shall ensure that technical and price information is not commingled. The set of original signed documents must be uniquely identified on the cover of each volume. Costs are not to be included in the Technical Proposal (Volume 1).

In addition to the required physical copies, Offerors shall email an electronic copy to Fairfax Water’s consultant, PFM Asset Management LLC, at treasuryconsulting@pfm.com and Donald R. Legg at Dlegg@fairfaxwater.org. Offeror should send a second email to the addresses listed above requesting confirmation of receipt.

Proposals will only be considered submitted when the ***physical*** copies are received by the Fairfax Water procurement contact at the date and time list on the cover of this RFP.

**Fairfax Water recognizes and acknowledges the challenges with submitting physical copies amid the Covid-19 pandemic. However, physical copies will still need to be submitted as required due to Virginia procurement guidelines. In recognition of these challenges, Fairfax Water has already proactively extended the deadline for proposal responses. Any requests to further extend the deadline for proposal submission will not be granted.**

4. All proposals must be submitted in a sealed package(s). No other form of submission will be accepted (i.e., E-mail, Facsimile, etc.). Proposal packages must be identified on the outside as follows:

From: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name of Offeror Due Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Street RFP No.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
City, State, Zip Code RFP Title

## 3.7 Contractor Identification

All Offerors must include the following in their transmittal letters:

A. Individual contractors must provide their Virginia State Corporation Commission license number

B. Proprietorships, partnerships, and corporations must provide their federal employer identification numbers and

C. Offerors Virginia State Corporation Commission license number

## 3.8 Late Proposals

Proposals or unsolicited amendments to proposals arriving after the closing date and time will not be considered. Proposals received after the proposal submission deadline will be returned to the Offeror unopened providing that sufficient proposal identification information is shown on the outside of the proposal envelope.

## 3.9 Proposal Organization

A. **Technical Proposal** (Volume I): All proposal elements except price shall be included in the Technical Proposal and shall include at a minimum the following:

1. Attachment B - Transmittal Form

2. Qualifications & Experience

(All firms must respond to this section)

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

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

1. Discuss the firm’s current capital structure, adequacy, and coverage. Provide the following statistics for the last reporting period:
	* + - 1. Total Risk Based Capital Ratio: \_\_\_\_\_
				2. Tier 1 Risk Based Capital Ratio: \_\_\_\_\_
				3. Tier 1 Leverage Capital Ratio: \_\_\_\_\_
2. Include an ***electronic*** copy of the most recent audited annual financial statements.

3. Key Proposed Personnel

(All firms must respond to this section)

1. Provide the name, title, address, phone number, and email address of the primary contact person(s) assigned to this account.

|  |  |  |
| --- | --- | --- |
| **Service Group** | **Relationship Manager / Product Specialist** | **Routine (Day-to-Day) Requests – Individual and/or Department** |
| Service Group 1: General Banking Services |  |  |
| Service Group 2: Lockbox Processing Services  |  |  |
| Service Group 3: Purchasing Card/Electronic Payables Services  |  |  |

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

4. Service Group 1: General Banking Services

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

1. Customer Service
	1. Fill in the following table. Include only the individuals who will work with Fairfax Water on a regular basis.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Name** | **Proposed Role** | **Location** | **# Years in Field** | **# Years with Firm** | **# Client Relationships Responsible For** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

* 1. For routine day-to-day transactions, will a specific customer service representative or a customer service department be assigned? Provide biographical information for the individual(s) that will be assigned to this account.
	2. Describe the responsibilities of the customer service personnel, including the chain of command for problem resolution.
	3. What are the hours of operation of the customer service unit involved in supporting the proposed services?
	4. How are relationship managers kept apprised of day-to-day requests? At what point will the relationship manager be notified and get involved if an issue can’t be resolved?
1. Branch Deposits
2. What are the three nearest branch locations to 8570 Executive Park Ave Fairfax, VA 22031?
3. What is the ledger cutoff time for deposits made to branch locations?
4. What type of deposit bags does the firm allow/require?
5. Are there any restrictions on the amount of loose and/or rolled coin deposited at a branch location?
6. Are branch deposits immediately verified? If not, when does verification take place?
7. Can small amounts of petty cash be supplied by this branch location? (Note: Fairfax Water has relied on the local bank branch to meet this need. Requests are minimal and infrequent.)
8. Smart Safes
9. Fairfax Water is having Brinks install a smart safe for currency deposits? Do you partner with Brinks in order for currency deposits to be communicated to your Firm and credited to Fairfax Water’s bank account?
10. Are currency deposits credited to Fairfax Water’s bank account on a same-day basis?
11. Branch Services
12. Will a check cashing agreement be required when a non-account holder cashes a Fairfax Water check drawn from an account held with your firm at the firm’s branch location? If yes, include a copy.
13. Is the firm willing to cash these checks drawn from an account held with your firm at no charge to Fairfax Water or the presenter?
14. Remote Deposit Capture (“RDC”)
15. Are Fairfax Water’s existing RDC terminals (TellerScan TS240) compatible with your system?
16. If Fairfax Water needs replacement or additional RDC equipment, what equipment would the firm recommend?

Indicate how many items these machines can handle.

1. Does the firm verify that an item hasn’t been previously deposited? If so, for how many prior days does duplicate detection service check?
2. What is the ledger cutoff time for items processed by RDC to receive same-day ledger credit?
3. Does your service allow for multiple batches to be scanned throughout the day and processed as a single deposit at the end of the day?
4. If batches are processed by different users, are batches consolidated or are they separate deposits? Please describe the process.
5. How and when will items not meeting acceptable image quality standards be alerted to the user?
6. How will Fairfax Water be notified of deposit adjustments for RDC items? Will Fairfax Water receive a copy of the check image when there is a deposit adjustment?
7. For how long are electronic check images of items deposited by RDC stored and available for viewing on the firm’s website?
8. Returned Item Processing
9. Does the firm offer Represented Check Entries (“RCK”) services?
10. Can the firm provide online access to electronic images (front and back) of returned items to Fairfax Water? How soon after an item is returned can these images be accessed?
11. Provide a screen shot of the details available for a returned check. (Note: Please include this returned check screen shot in the body of your proposal response versus referring to an Attachment or Appendix.)
12. Availability of Deposits
13. How does the firm determine and calculate availability of deposited items? Does the firm calculate availability by item or formula?
14. Does the firm give immediate availability for on-us items?
15. Provide a copy of the availability schedules the firm proposes to use for Fairfax Water, including branch deposits and RDC.
16. E-Lockbox Services
17. Does the firm offer e-lockbox services for payments made from consumer bill payment service providers? Describe the firm’s e-lockbox service.
18. Which clearing networks provide payment information to the firm?
19. How will the e-lockbox service report payment details to Fairfax Water (i.e. account numbers, names, etc.)?
20. Will Fairfax Water be able to require field specifications for customer account numbers?
21. What type of validation routines can be used to identify, filter, and repair invalid payments? If a payment is identified as invalid, can Fairfax Water repair the transaction with an online exception repair tool?
22. Check Disbursements / Positive Pay
23. Does the firm offer payee positive pay?
24. Is payee information a searchable field within the firm’s online reporting system (i.e. can you enter “ABC Company” and any disbursement checks to “ABC Company” will be retrieved)?
25. Can an e-mail notification be sent to specific users alerting them that there is an exception item to review? What other notification methods are available?
26. At what time will Fairfax Water receive the information on exception items? How much time will Fairfax Water have to review discrepancies and notify the firm to accept or reject?
27. What are the options for transmitting check issuance information to the firm for positive pay services?
28. Does the firm confirm receipt of transmission files? If so, what options are available for Fairfax Water to receive confirmation?
29. How and when is Fairfax Water notified if a file transmission fails?
30. How quickly will transmission files of additional checks and/or recently voided items be available across the firm’s platform (including branch tellers)?
31. How is payee information captured from the physical checks? What steps does the firm take to prevent exception items being flagged due to erroneous capture of payee information?
32. Can stale-dated checks be reported as exception items? What type of exception item are stale-dated checks identified as? 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 Fairfax Water need to send a file removing the checks from the issue file?)
33. If a check is deposited by the payee using mobile technology and the payee attempts to deposit the item a second time, will your firm's positive pay service identify this item as an exception, or will it be automatically returned as a “check previously paid” item? How does this item appear in Fairfax Water’s positive pay decisioning?
34. Stop Payments
35. What initial term options are available for stop payments?
36. Will the system automatically verify if a check has been paid before processing the stop payment?
37. Is there a report that lists stop payments that are set to expire?
38. Can stop payments be automatically renewed? If so, for how long?
39. ACH Processing
40. What ACH file transmission options are available?
41. When does the firm need the file from Fairfax Water for payments to be made on a same-day, next-day and 2-day settlement? Please complete the following table:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Same-Day** | **Next-Day** | **2-Day** |
| **Deadline for File Transmission** |  |  |  |

1. Confirm that the firm is willing to establish an ACH daily exposure limit of no less than $2 million for Fairfax Water?
2. Does the firm accept both debits and credits on the same file? If so, discuss any additional requirements.
3. Can transactions be added online for future processing dates? What is the firm’s maximum retention for future dated transactions?
4. Is Same Day ACH functionality automatically available to the firm’s clients or is it a service that Fairfax Water has to opt-in for? Does Fairfax Water need to make separate opt-in selections for ACHs initiated through the firm’s online portal versus NACHA formatted files transmitted?
5. Does the firm provide automatic file receipt acknowledgements? If so, how is the acknowledgement transmitted?

|  |  |
| --- | --- |
|  | **Yes / No** |
| **Phone** |  |
| **E-mail** |  |
| **Fax** |  |
| **File transmission confirmation** |  |
| **Other (please specify)** |  |

1. Is Fairfax Water required to submit a control total of an ACH batch? How would Fairfax Water communicate ACH control totals to the firm (i.e. phone, online, email)?
2. How are returned and rejected ACH transactions handled? What information does the firm provide to assist in identifying returned and rejected ACH transactions? When is this information available?
3. If an individual ACH transaction within a file is rejected, will the entire file be rejected and not processed? How will the individual rejected ACH transactions be communicated?
4. Provide a screen shot of the information returned for an ACH NOC (Note: Please include this screen shot in the body of your proposal response versus referring to an Attachment or Appendix).
5. How can Fairfax Water gain access to addenda information (i.e. CCD, CCD+ and CTX) for incoming ACH transactions? Can this information be viewed online with current and previous day reporting, or does Fairfax Water need to download special EDI reports?
6. Describe how you will work with Fairfax Water to comply with changes in NACHA Operating Rules, such as the March 19, 2021, requirement, for instituting Supplemental Fraud Detection Standards for WEB Debits (i.e. Giact, Early Warning, etc.).
7. Do you provide any validation services on ACH credits initiated by Fairfax Water to ensure the correct payee is paid? If not, what best practices would you recommend?
8. Fraud Protection & Controls
9. What controls are in place to protect against lost files, duplicate transmissions and ACH file edits?
10. Describe the firm’s ability to block unauthorized ACH debits received. If the firm provides ACH debit filtering, what level of filtering can be applied (originator, originator & dollar amount, etc.)?
11. With ACH debit blocking, can the firm provide reports to Fairfax Water of attempts to debit funds that have been automatically rejected?
12. Does the firm offer ACH positive pay (ability to make pay/no pay decisions on unidentified transactions)? What is the timeframe for receiving exception information and providing a decision?
13. Does the firm offer any supplemental services for incoming EFTs to facilitate the reconciliation and identification of the entity originating payment?
14. Does the firm offer Universal Payment Identification Codes (ability to mask account numbers to reduce the risk of unauthorized direct debits)?
15. Can accounts be designated “post no checks” to prevent any check from clearing? Is positive pay required?
16. Wire Processing
17. Does the firm offer a solution that would allow Fairfax Water to mask sensitive account information provided to third-parties that will be sending wire payments to Fairfax Water similar to the UPIC service for ACH payments?
18. Please fill in the following table with the cutoff time for an Outgoing Domestic Fedwire by origination method.

|  |  |  |
| --- | --- | --- |
|  | **Online** | **Phone** |
| **Outgoing Domestic Fedwire** |  |  |

1. 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.)?
2. System Administrators
3. Do all of the solutions proposed for general banking reside in a single online platform or are multiple platforms used? If multiple platforms are used, are separate credentials required/necessary?
4. What capabilities and functionalities do administrators have?

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

1. When setting up a new user, can a current user’s privileges be copied for the new user?
2. Can a “user role” be established within your online reporting system and individuals granted the permissions according to that “user role”?
3. Online Reporting System
4. How soon after the cut-off date are the following items ready?

|  |  |  |
| --- | --- | --- |
|  | **Online** | **By Mail** |
| **Bank Statements** |  |  |
| **CD-ROMs** | n/a |  |
| **Full Reconciliation Information** |  |  |
| **Account Analysis Statement** |  |  |

1. Describe any recent or upcoming major upgrades to your online reporting system.
2. Complete the following table indicating how long each item is available online? Differentiate between the standard term and the terms available for an additional fee.

|  |  |  |
| --- | --- | --- |
| **How long are the following items available?** | **Standard Term** | **Optional Terms Available** |
| **Prior / Previous Day Reporting** |  |  |
| **Current Day Reporting** |  |  |
| **Monthly Account Statements**  |  |  |
| **Images of Checks Paid** |  |  |
| **Images of Items Deposited with RDC** |  |  |

1. In what file formats can transaction data be downloaded? Can activity be downloaded into Excel?
2. What technology options would you recommend Fairfax Water use for archiving historical check images (i.e. CD-ROM, online retention, data transmission)?
3. For historical images of disbursement checks that are accessible online, does your firm charge per image stored or per image accessed?
4. Can historical images of checks be sent by transmission to Fairfax Water for archival purposes (i.e. a full fiscal year)? If so, describe.
5. Can electronic reports be customized by users within the firm’s online platform? Can these customized reports be saved? Can the templates be shared with other users?
6. Can electronic reports be scheduled to be generated automatically and e-mailed to designated users?
7. Can the firm’s online reporting system send e-mail alerts?
8. Describe any mobile applications that you offer for smartphones or tablets. What banking services can be completed using these applications? Complete the following table indicating which banking functions can be completed through the mobile applications.

|  |  |
| --- | --- |
| **Banking Function** | **Yes / No** |
| Initiate a repetitive wire |  |
| Provide secondary approval for a wire transfer |  |
| Decision of positive pay items |  |
| Reset a user’s password |  |
| Obtain balance reports |  |
| Deposit an individual check |  |
| Availability of soft token for multi-factor authentication |  |

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

|  |  |
| --- | --- |
| **Type** | **Yes / No** |
| RSA SecureID Token |  |
| Mobile Token |  |
| Phone Call-Back Token |  |
| Other (please list) |  |

1. Reconciliation Services
2. Does the firm offer full Account Reconciliation Program (ARP) services?
3. Does Fairfax Water need to send a separate check issue file or will the information required for reconciliation be captured through the positive pay file transmission?
4. Describe how reconciliation data would be transmitted to Fairfax Water.
5. Earnings Credit Rates
6. How is your firm’s earnings credit rate determined, adjusted, and applied?
7. Are you willing to link the earnings credit rate to a market index? If so, which index would you suggest?
8. Will the firm set a floor for the earnings credit rate offered to Fairfax Water? What rate floor are you offering?
9. Does a reserve requirement apply on balances?
10. Will the firm assess any balance-based charge (FDIC-like, FICO, or other) to Fairfax Water? How is this charge computed? Is this charge assessed on ledger or collected balances?
11. If the firm assesses a balance-based charge, what is the current charge for an entire year on a $1,000,000 balance?
12. Provide the earnings credit rate history for the 24-month period from April 2018 through March 2020. Please indicate the earnings credit rate for each month.
13. What is the firm’s current earnings credit rate? What earnings credit rate are you offering to Fairfax Water?
14. If the proposed earnings credit rate is higher than the bank’s standard ECR, do you plan on maintaining this spread for Fairfax Water over the life of the contract?
15. Does the firm have a minimum deposit that must be maintained?
16. Can “excess” earnings credits be carried forward to cover charges in the following month? Is there a limit on how far forward excess earnings credits can be carried?
17. Investment Option or Interest-Bearing Bank Deposit
*(If you are proposing more than one sweep vehicle, please make sure each of the following questions is answered for each option.)*
18. What short-term investment vehicle(s) or interest-bearing account(s) does the firm propose to use for the overnight sweep of Fairfax Water’s demand deposit accounts? If the firm is proposing a money market mutual fund, identify the class of shares by providing the ticker symbol or CUSIP.

|  |  |
| --- | --- |
| **Investment Option** | **Ticker Symbol/CUSIP (if applicable)** |
|  |  |
|  |  |

1. Does a reserve requirement apply to any of the proposed options? If so, specify which.
2. Does an FDIC assessment, deposit-based fee, or similar fee apply to the proposed option? How is this charge computed? If the firm is offering multiple options, indicate to which option the assessment/fee applies.)
3. If a money market mutual fund is proposed, does your firm credit the full amount of interest paid from the fund or is a “haircut” deducted prior to the dividend payment is posted? If a haircut is assessed, what is the amount?
4. If a fee does apply, what is the current charge for a full year on a $1,000,000 balance?
5. Provide investment return history for the 24-month period from April 2018 through March 2020 for each option proposed. Show the yield for each month.
6. If a sweep is proposed, what time of day is the sweep deadline? Is it end-of-day or next-day sweep?
7. How are balances in the sweep product shown on current day reports?
8. If you are proposing a next-day sweep, please explain and diagram the movement of funds in and out of the DDA. If there are sufficient funds in the sweep product to cover all net disbursement activity, is there a possibility that the DDA account would be overdrawn and subject to overdraft fees?
9. Does your firm have the ability to establish a peg balance on the primary operating DDA, with excess funds being automatically transferred to the selected interest-bearing account or investment vehicle?
10. Account Analysis Statements
11. Provide a sample analysis statement.
12. Can the Association for Financial Professionals (AFP) Service Codes be included on the analysis statement? If not, provide a report that maps your service descriptions to the AFP codes.
13. Provide a glossary defining all service descriptions used in your account analysis statements as part of the appendix to your response.
14. Are account analysis statements available online? How many prior months are available? Can the account analysis details be downloaded into Microsoft Excel?
15. Collateral Requirements
16. Did the firm elect to withdraw (“opt-out”) from Code of Virginia § 2.2-4403 and from the collateral pool imposing contingent liability?
17. If the firm has elected to opt-out of the collateral pool, will the bank be willing to provide Fairfax Water a copy of the written report required to be submitted to the Virginia Treasury Board by § 2.2-4411 of the Code of Virginia?
18. What is the firm’s IDC Financial Publishing score? If the firm has elected to opt-out of the collateral pool, what level of collateralization on public deposits is currently required?
19. End-of-Day Overdrafts
20. Does the firm return items if an overdraft exists? If yes, how flexible is this policy?
21. What are the fees and interest charges associated with overdrafts? How are these charges calculated?
22. Is there a fee per check or per occurrence when there is an overdraft? If so, what is it?
23. Is there a daily cap on fees? If so, what is it?
24. Daylight Overdrafts
25. Describe the firm’s policies concerning daylight balance overdrafts. Indicate whether this is applied to each individual account or across all accounts of a client relationship.
26. Is wire transfer processing stopped when the intra-day limit is reached?

5. Service Group 2: Lockbox Processing Services

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

1. Customer Service
2. Fill in the following table. Include only the individuals who will work with Fairfax Water on a regular basis.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Name** | **Proposed Role** | **Location** | **# Years in Field** | **# Years with Firm** | **# Client Relationships Responsible For** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

1. What are the hours of operation of the customer service unit involved in supporting the proposed services?
2. How are relationship managers kept apprised of day-to-day requests? At what point will the relationship manager be notified and get involved if an issue can’t be resolved?
3. Describe the firm’s experience providing lockbox services to public utility entities.
4. Third-Party Process
5. Does the firm operate its own lockbox, or does it use the services of a third-party?
6. If a third-party lockbox is used, name the lockbox operator and the length of time the operator has had a relationship with your firm for lockbox processing.
7. If there are service or quality issues, who would Fairfax Water call for resolution, the firm or the third-party processor? Provide contact information.
8. Please confirm that the lockbox solution you are proposing is a retail lockbox. If not, please explain why not?
9. Location
10. Where do you propose processing lockbox items? How many employees work at the proposed location?
11. Do you have a unique five-digit zip code assigned exclusively for receipt of lockbox items?
12. What was the average monthly volume for the lockbox operation that would process Fairfax Water’s payments during the last twelve months (items, dollars, number of lockboxes and number of customers)? What percentage of the items processed during the past twelve months were public utility related?
13. Can a Commonwealth of Virginia P.O. Box be used for remitting lockbox items? How will mail be directed to the firm’s processing facility? Would there be additional mail float time? Would there be an additional cost to this?
14. What is the ledger cut-off time for lockbox deposits (include weekends and holidays)? What is the latest mail pickup to be included in the current day’s deposit?
15. Will you process and deposit all of Fairfax Water’s payments on the same ledger day as received? If not, when are these items deposited?
16. Are you proposing to process the checks received through the lockbox or would send an ICL file to Fairfax Water’s primary banking partner? If you are proposing to process check payment received, answer the following questions:
17. How are checks processed for deposit (physical deposit vs IRDs)?
18. How does the firm determine and calculate availability of deposited items? Does the firm give immediate availability for on-us items? Provide a copy of the availability schedule the firm proposes for items deposited through the lockbox.
19. Can returned checks be automatically redeposited in the lockbox environment? If so, how many times and at what cost?
20. How will Fairfax Water be notified of returned items?
21. Describe the lockbox department’s processing workflow. Include schematics or flow charts of the processing procedures and equipment used.
22. Describe the process of establishing processing procedures for Fairfax Water’s lockbox. Who is involved with these discussions (i.e. relationship manager, implementation coordinator, lockbox specialist)?
23. Will you provide a document to Fairfax Water outlining the processing procedures for the lockbox? If so, please provide a sample of this document for a similar type of lockbox.
24. If changes are made to Fairfax Water’s processing instructions, how are these changes communicated? How do you ensure that specifications are adhered to when assigned persons are unavailable?
25. What specifications, if any, for the remittance documents are recommended to minimize errors and reduce lockbox processing costs?
26. What controls do you have in place to ensure accurate processing per customer specifications?
27. What quality assurance procedures does your firm have to validate the accuracy of image data captured electronically from optical scan lines? Provide metrics or statistics on accuracy of data captured from remittance document scan lines, MICR lines, character recognition or printed and image resolution.
28. What quality assurance procedures does your firm have to validate the accuracy of data keying? Provide metrics or statistics on accuracy of key entered data from your lockbox operations.
29. Does your equipment have mark-sense technology that detects change-of-address information or other exception-based information provided?
30. Are you using machine learning or artificial intelligence for processing lockbox items? If so, how?
31. Returned items processed in the lockbox
32. Can returned checks be automatically redeposited in the lockbox environment? If so, how many times and at what cost?
33. Does the firm offer Represented Check Entries (“RCK”) where an ACH debit is used to represent a returned check through the lockbox?
34. How will Fairfax Water be notified of returned items?
35. Describe processing options for the following types of exceptions:
36. Stub in envelope with no check
37. Check in envelope with no stub
38. Non-balancing remittances
39. If a payment is received without the remittance document, does the firm offer any technology that can aid in determining the customer account?
40. Exception Items
41. Describe the firm’s procedures for processing exception items.
42. Can Fairfax Water review exception items online?
43. Can business or workflow rules be established for decisioning exception items?
44. How long can items remain in queue awaiting to be decisioned by Fairfax Water?
45. If items can remain in queue awaiting to be decisioned for only a certain period of time, what happens to the item (i.e. the check and remittance document is returned in the mail, the check is processed, but the remittance item is returned, other)?
46. Are emails sent to authorized users alerting them that an item is awaiting to be decisioned?
47. Remittance File
48. Approximately how long after the daily processing cutoff time will daily remittance files with transaction detail be transmitted Fairfax Water?
49. If your firm is proposing a lockbox remittance file sent by electronic file transmission, will remittance files be transmitted as text files or in another format?
50. How much flexibility would Fairfax Water have to customize the specifications of data fields in remittance files?
51. Lockbox Portal
52. Describe the reporting capabilities of the firm’s web-based lockbox portal.
53. How quickly after processing the daily work are images available for viewing?
54. What retention options are available for these images?
55. For a given day’s lockbox activity, at what time of day can you report the total amount that will be credited to Fairfax Water’s account?
56. Confirm that the firm can transmit in BAI2 format.
57. If correspondence or other non-payment documents are included in payment envelopes, how will these documents be transmitted to Fairfax Water and at what time? Does the firm offer correspondence indexing services for non-financial correspondence? If so, describe the service.
58. Do you offer any web-based document search and electronic archiving? If so, does the system allow searches on any data field?
59. If selected as a finalist, can Fairfax Water tour your lockbox operation?
60. What differentiates the firm’s service from that of other providers?
61. What are some of the latest services or features added to the firm’s lockbox solution?

6. Service Group 3: Purchasing Card/Electronic Payables Services

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

1. Customer Service
2. Fill in the following table. Include only the individuals who will work with Fairfax Water on a regular basis.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Name** | **Proposed Role** | **Location** | **# Years in Field** | **# Years with Firm** | **# Client Relationships Responsible For** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

1. What are the hours of operation of the customer service unit involved in supporting the proposed services?
2. How are relationship managers kept apprised of day-to-day requests? At what point will the relationship manager be notified and get involved if an issue can’t be resolved?

**Purchasing Card Program**

1. What card platform(s) does your program employ (e.g., MasterCard, Visa, American Express or other)? If more than one is used, which would you recommend for Fairfax Water and why?
2. Provide an overview of the software/web-based card program management system that supports the firm’s purchasing card program.
3. Is the software/web-based card program management system wholly owned by your firm? If not, specify the owner of the software/web-based card program management system.
4. Describe the card controls and usage restrictions supported by the firm’s program:
5. Company level restrictions
6. Cardholder level restrictions
7. Department level restrictions
8. Merchant Category Code/Standard Industry Classification (MCC/SIC) restrictions
9. Cash advance restrictions
10. Dollar limits
11. Limitations to preferred suppliers
12. Card Issuance
13. Can the card design be customized to include Fairfax Water’s logo and other graphics?
14. For cards issued with an EMV, will a pin number be required for face-to-face transactions? If so, how will the pin number be assigned and communicated to the employee?
15. After the initial implementation, identify the procedure for requesting additional cards and reporting lost or stolen cards.
16. What is the delivery method and turnaround time for new/replacement cards?
17. Can the firm send all newly issued cards (including replacement cards) directly to a single point of contact at Fairfax Water?
18. Can card profiles associated with an employee job title or position be made available to quickly set up new cardholders with a specific transaction/credit limit and specific MCC categories?
19. Program Administrator
20. If a transaction is declined at the point-of-sale and the cardholder contacts the Program Administrator, can the Program Administrator adjust restrictions, cardholder limits, and controls on individual cards on a “real-time” basis? If not “real-time”, identify the length of time required for changes to become effective.
21. Can Program Administrators make temporary adjustments to a cardholder’s profile that automatically reverts back to the original profile on a specified future date?
22. Can a report be generated to show dormant accounts that have no activity for a period of time?
23. Can a report be generated to summarize the amount spent by all cardholders for individual vendors?
24. Can a Program Administrator send e-mail blasts to all cardholders through the firm’s system to remind individuals to complete and approve expense reports?
25. Will Fairfax Water Program Administrators have a dedicated customer service team to handle requests and service needs? What are the normal business hours of this team? Will it be 24/7/365? Where is the call center located?
26. Reporting
27. Describe the online reporting provided to cardholders and administrators.
28. Provide a complete listing of standard reports that are generated from the system and whether they can be downloaded into an Excel format.
29. Describe the electronic data available online that can be downloaded. In what format is information available?
30. Are workflow reports available to show an audit trail of specific activity, such as card review/approvals (name, date, activity) and temporary credit limit approvals?
31. Does the reporting system capture and report Level 3 data?
32. Expense Reporting Module
33. Do you offer an expense reporting module that allows users to identify and code charges?
34. Can this expense reporting module be customized to reference Fairfax Water’s general ledger account numbers?
35. In the expense reporting module, how many fields are available to customize for cardholder input of data? What customization options are available (i.e. numeric only fields, fixed field lengths, drop-down options)?
36. For free-form fields, how many characters are available to describe the business purpose for a particular expense?
37. Can transactions be split and coded to multiple general ledger accounts?
38. Do you offer the ability for the cardholder to save a “favorite” general ledger code to identify commonly used codes?
39. Does your expense reporting module offer the ability to attach receipts? Are receipts associated with individual transactions or with a monthly statement?
40. Can a cardholder print an expense report or a combination of transactions accompanied with the receipt images? Provide a sample of this report.
41. What options are available to upload receipts?
42. Does your firm offer a mobile application that can directly associate a receipt image with a specific transaction?
43. How long are receipt images accessible by Fairfax Water directly from the online reporting system? Is extended receipt image accessible by contacting customer service?
44. Can receipt images be transmitted in bulk to Fairfax Water? How would the images be indexed during transmission?
45. Are transactions that have been coded with the accompanying documentation sent to a manager for approval by:

|  |  |
| --- | --- |
|  | **Yes / No** |
| **Transaction Level** |  |
| **Expense Report Created by Cardholder** |  |
| **Statement Level** |  |

1. How quickly do expense reports need to be submitted? Can Fairfax Water establish its own policies on submission of expense reports, or is it a bank-mandated deadline? What general ledger information is used for transactions that have not been processed by the cardholder prior the deadline?
2. Reconciler/Approver
3. Once expenses are coded and submitted to an approver, describe the expense approval process.
4. Are transactions sent for approval to a specific individual, or can transactions be sent to multiple approvers? If the immediate approver fails to approve an expense report, what options are available for the report to be approved?
5. Does the expense reporting module send reminders to encourage the timely submission of expense reports? Are there management reports identifying individuals that have not submitted expense reports? Are there additional procedures that could be implemented to discourage incomplete expense reports?
6. If an approver rejects or returns an individual transaction to the cardholder, is the reject or return on an individual transaction or on the entire report?
7. Does the approver have the ability to modify general ledger coding information prior to the approval of the transaction/expense report, or does it need to be sent back to the cardholder for the change to be made?
8. Does your expense reporting platform have a “reconciler” role, an individual other than the cardholder or approver? Can the reconciler be able to add or change accounting general ledger information, attach receipts, etc.?
9. Can Program Administrators insert comments into the portal that can be retrieved for audit purposes?
10. What are the liabilities of Fairfax Water and employees in the event of fraud, abuse, or loss of a card that is committed by a non-employee and not for the benefit of Fairfax Water? If Fairfax Water is not liable but a loss is incurred, would it impact the rebate, if any, paid to Fairfax Water?
11. For suspected fraud activity, do you offer the ability to send mobile text alerts directly to the cardholder? If yes, can the cardholder simply respond by texting a reply back?
12. Discuss any benefits for cardholders (i.e. loss damage waiver and liability insurance on rental cars, accident insurance, emergency card replacement, etc.).

**Electronic Payables Program**

1. Describe the firm’s capabilities and experience with a comprehensive electronic payables solution that includes virtual card and ACH.
2. How many customers currently use your electronic payables service? How many used the service as of December 31, 2018, and as of December 31, 2019?
3. What are the options for transmitting vendor payment instructions to the bank?
4. If Fairfax Water also includes ACH transactions in the payment file, what are the additional mandatory fields that must be transmitted to the firm?
5. What additional fields are recommended to be transmitted, but not mandatory?
6. Does the payment instruction file need to be organized in a certain order?
7. Can Fairfax Water instruct payments to be delayed within the payment instruction file and sent on a specific date, or will payments be initiated immediately?
8. What controls are in place to protect against duplicate files from being processed?
9. Does the firm provide any acknowledgement of the receipt of a payment instruction file? What information is contained in the receipt (i.e. number of payments, dollar amount of payments, etc.)?
10. Payments to vendors by virtual card
11. Are ghost cards or single use accounts used for payment?
12. Describe how suppliers receive payments.
13. For vendors that are willing to accept virtual cards, do you offer a portal for vendors to retrieve payment instructions?
14. Does the portal include payments from all entities paying the vendor by virtual card or only transactions initiated by Fairfax Water?
15. If the supplier reverses a payment, identify the impact on the available balance for the card.
16. Are there any reports that Fairfax Water can access that identifies initiated but unprocessed card payments?
17. If an email is sent to vendors, provide an example of the correspondence sent. Can the body of the email sent to vendors be customized by Fairfax Water?
18. Does the e-mail contain the full 16-digit merchant card number? If not, what information is provided?
19. If a vendor does not process a virtual card payment, after how many days does the card number “expire” and can no longer be used? Before the card number “expires,” does your system send an automated reminder notice to the vendor informing them that they have a payment that has not been processed?
20. For the program administrator, please provide a screen shot of the page summarizing virtual card transactions that will be expiring soon or have expired.
21. For virtual card transactions with expiration dates that are soon to expire or have expired, can the Program Administrator extend/reset the expiration date applicable for the transaction?
22. Do you offer a Buyer Initiated Payment (push pay) Program? If so, provide an explanation of how this service would operate. Does a different rebate schedule apply?
23. Payments to suppliers by ACH
24. For vendors that are willing to accept ACH, do you offer a portal for vendors to provide updated payment instructions?
25. For vendors enrolled by your firm for ACH transactions, do you expect Fairfax Water to communicate the bank routing and account information in the payment instruction file? If not, how are these payments made?
26. What steps does the firm take to validate the legitimacy of the banking instructions provided to ensure funds are made to the correct payee?
27. Does your firm assign a vendor code? Is the vendor code assigned by your firm, or do you use Fairfax Water’s unique vendor identification code?
28. Are ACH transactions initiated through the firm’s Electronics Payable Platform priced the same as an ACH initiated by Fairfax Water through a NACHA file? If not, please include pricing information.
29. Vendor Enrollment
30. Discuss your approach in recruiting vendors on Fairfax Water’s behalf to your firm’s electronic payables platform.
31. What are the steps for signing up a vendor? Does the firm have an online self-enrollment internet portal for vendors to register?
32. Identify the number of suppliers your firm currently has enrolled. Please specify the number of vendors currently receiving card payments vs. ACH payments.
33. If a supplier is already enrolled with your payables platform, can these vendors be paid immediately, or does your vendor enrollment team have to contact the vendor first? Is the process the same for ACH and card payments? If not, describe the differences.
34. Who makes outbound phone calls to vendors (i.e. employees of your firm or a third-party)?
35. How many professionals on the vendor outreach teams does your firm employ? For these individuals, what percentage of their time is dedicated to vendor outreach calls or activities?
36. Is the vendor outreach team empowered to sign up the vendor or is it handed off to another department?
37. Will you provide vendor payment information (i.e. contact person, e-mail, address, phone number, bank routing and account number) to Fairfax Water? (Note: Fairfax Water requires vendor banking information for ACH payments to be maintained on Fairfax Water’s ERP and not held through the selected firm)
38. What policies or procedures would you recommend Fairfax Water adopt to maximize vendor acceptance of Fairfax Water’s electronic payment options?

7. Control

(All firms must respond to this section)

1. Describe the firm’s security environment. Specifically cover the physical and digital security and software safeguards that you have put in place to control access to funds transfer systems and client account information for each Service Group proposed.
2. Describe the firm’s security procedures for its information reporting system, both for access and information protection (e.g. RSA tokens, secure certification, soft tokens etc.).
3. Describe the backup and recovery capabilities in the event the proposed systems are unavailable.
4. Discuss the firm’s security environment related to cybersecurity. Specifically describe the cyber risks to which the proposed services may be exposed and explain your approach and response to protection against these risks. What are the firm’s crisis communications plans in the event of a cyber-attack?
5. Describe the encryption capabilities that are supported by the firm for the transmission of data between the firm and Fairfax Water.
6. List the types and amounts of insurance and bonding carried. Provide copies of the insurance certificates.
7. Does the firm maintain cyber liability insurance? If so, list the types and amount/limits carried.
8. Include a copy of the firm’s most recent reports issued in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 18 for any processes or systems relevant to the services proposed by the firm, under this RFP.

8. Implementation/Conversion

(All firms must respond to this section)

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

9. New Services & Ideas

(All firms must respond to this section)

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

10. Sample Contract

(All firms must respond to this section)

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

B. **Cost Proposal** (Volume II): The cost of the proposed solution shall described in sufficient detail to allow the Committee to understand all cost elements (materials, labor, design fees, etc.). The total cost to complete the project as offered shall be firm and fixed and requests by the Contractor to increase the Contract price will not be considered. Fairfax Water reserves the right to expand or contract the scope of the project and project costs may increase or decrease accordingly. The Fairfax Water Purchasing Department must approve changes proposed by the Contractor in writing prior to implementation. The Contractor will be given reasonable advance notice of any changes in the scope of the contract by Fairfax Water.

1. Fill out the attached Pro forma(s).



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

|  |  |
| --- | --- |
|  | **Fee/Rebate guaranteed at proposed pricing for how many years?** |
| **Service Group 1: General Banking Services** |  |
| **Service Group 2: Lockbox Processing Services** |  |
| **Service Group 3: Purchasing Card/Electronic Payables Services** |  |

1. If Fairfax Water chooses to use compensating balances, are there any charges that could not be paid in this way?
2. Are you willing to offer any transition or retention incentives? If an incentive is a monthly fee waiver, please indicate when the fee waiver would apply (i.e. when the accounts are initially opened or when services are substantially implemented)?
3. Are there any additional price breaks or incentives if more than one Service Group is awarded to your firm?
4. Purchasing Card/Electronic Payables Services - Settlement
5. What billing cycles are available?
6. How will Fairfax Water receive billing statements?
7. What are the payment terms from “statement date”?
8. Discuss settlement terms

What billing cycles are available?

How will Fairfax Water receive billing statements?

What cutoff dates are available?

What are the payment terms from “statement date”?

1. Purchasing Card/Electronic Payables Services - Rebate Schedule
2. Provide a rebate schedule for card activity at various usage levels up to $25 million.
3. Describe any other factors, such as average transaction size, etc., that affect the rebate amount.
4. Describe how speed of payment is calculated.
5. Identify any exceptions to the rebate schedule (i.e. large dollar items, etc.). If there are exceptions, specifically define what constitutes a "large dollar" item.
6. Purchasing Card/Electronic Payables Services - Fees
7. Identify all fees and charges for the electronic payables solution, including payment by card and ACH, Fairfax Water would be responsible for paying in an electronic payables environment.
8. Identify all fees/charges that would apply to international transactions.
9. Is there a cost to send monthly paper statements to individual cardholders?
10. Are there any costs to Fairfax Water for the expense reporting module?

## 3.10 Evaluation Process

1. Evaluation Committee: Fairfax Water will establish an Evaluation Committee (the “Committee”) to review and rank each proposal. The Committee will be composed of the Purchasing Contact identified on the cover page and other individuals designated by Fairfax Water. The Committee may request additional technical assistance from other sources.

A. Qualifying and Evaluating Proposals: Each proposal will first be reviewed for compliance with the requirements of this RFP. The Offeror assumes responsibility for addressing all necessary technical and operational issues in order to meet the objectives of the RFP. Each proposal will be evaluated according to the criteria listed below:

|  |
| --- |
| **Criteria** |
| **Operational Requirements*** Understanding of the needs and operational requirements of Fairfax Water
* Location of nearest bank branch or lockbox facility
* Scope of services offered including degree of automation
 |
| **Firm Experience*** The experience, resources, and qualifications of the firm and individuals assigned to this account.
* Relevant experience managing similar account relationships with other public utility entities.
 |
| **Financial Strength, Security and Regulatory Compliance*** Financial strength of the proposing firm
* Adequacy of financial controls, security and protection against loss
* Compliance with all applicable state and federal regulations for the services proposed
 |
| **Transition** * Quality and scope of conversion/implementation plan
* The value of any new product or service suggestions or other new ideas and enhancements
 |
| **Compliance with the requirements of this RFP and quality of proposal** |
| **Fees*** Proposed fees, compensation and earnings rates (Although fees and compensation will be an important factor in the evaluation of proposals, Fairfax Water is not required to choose the lowest cost firm.)
 |

## 3.11 Acceptable and Unacceptable Proposals and Rejection of Offers

Fairfax Water reserves the right to reject any or all proposals received. All proposals are assumed to meet the minimum and mandatory qualifications outlined in the scope of work. Proposals must meet or exceed the mandatory requirements of the Scope of Work. If an Offeror does not meet a mandatory requirement it will be rejected. The Evaluation Committee may determine that an Offeror is "not responsible," i.e., does not have the capabilities in all respects to perform the work required. The Committee may determine that a proposal meets the Scope of Work but does not raise itself to the competitive level of some or all of the other offers. In such instances, the Committee shall issue a determination that any and all such proposals are “not reasonably susceptible of being selected.” Offers deemed by the Committee to be not responsive, not responsible, or not reasonably susceptible of being selected will be excluded from further consideration and the Offeror so notified. Upon notification that an Offeror is no longer being considered, the Offeror may request that the cost volume be returned. Requests must be received within 10 calendar days of the date the notice was issued by Fairfax Water. If the Offeror does not request that the Cost proposal be returned within 10 days of notice, the Cost proposals will be destroyed. The Technical proposal will be retained in the bid file.

## 3.12 Oral Presentations

Finalists may be required to make individual presentations to the Committee as part of the
technical evaluation process. If so notified by the Fairfax Water, the Offeror must provide a presentation within two calendar weeks of notification or as may be arranged by Fairfax Water. Failure to provide a satisfactory presentation will be grounds for a declaration that the offer is non-responsive. Presentations shall be conducted only at Fairfax Water.

## 3.13 Final Ranking and Selection

After each proposal has been evaluated, they will be ranked. Fairfax Water shall invite the highest ranked Offerors to enter into negotiations with Fairfax Water. Upon completion of negotiations, the Committee will make a recommendation to the Committee Chair to award the contract to the Offeror whose proposal is determined to be the most advantageous to Fairfax Water.

## 3.14 Negotiation

After selection, but prior to contract award, the Committee reserves the unilateral right to negotiate any aspect of the proposal or proposed contract in any manner that best serves the needs of Fairfax Water and is within the scope of the solicitation. Fairfax Water also reserves the unilateral right to accept the best proposal as submitted without negotiation, and therefore Offerors must not assume that they will be given an opportunity to change any part of their proposal, including the Price Proposal.

**End Section 3**

**SECTION 4**

# 4. STANDARD TERMS AND CONDITIONS

The Agreement for Service (“Contract” or “Agreement”) with the successful Offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the Fairfax Water Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions Offeror takes exception to or seeks to amend or replace as well as to provide Offeror’s additional or alternate Contract terms may result in rejection of the proposal. While Fairfax Water may accept additional or different language if so provided with the proposal, the Terms and Conditions marked with an asterisk (\*) are mandatory and nonnegotiable.

## 4.1 Authorization to Do Business in Virginia\*

Each Offeror that is organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Virginia Code shall include with its bid the identification number issued to it by the Virginia State Corporation Commission. Any Offeror that is not authorized to transact business in Virginia as a foreign entity under Title 13.1 or title 50 of the Virginia Code or as otherwise required by law shall include in its bid a statement describing why the Offeror is not required to be so authorized.

## 4.2 Antitrust

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Fairfax Water 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 Fairfax Water.

## 4.3 Reserved

## 4.4 Arrearage

By submitting an offer in response to this solicitation, the individual or firm submitting the offer shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing Fairfax Water, the Commonwealth of Virginia, or any public organization within Virginia. Said representation shall include the payment of taxes and employee benefits. Offeror further agrees that it shall make diligent effort to avoid becoming in arrears during the term of the contract.

## 4.5 Assignment of Interest\*

The Contractor shall not assign any interest in any resulting Contract and shall not transfer any interest in the same without prior written consent of Fairfax Water, which Fairfax Water shall be under no obligation to grant.

## 4.6 Availability of Funds

It is understood and agreed between the parties herein that Fairfax Water shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

## 4.7 Cancellation

Fairfax Water may cancel this solicitation at any time and for any reason prior to award.

## 4.8 Compliance with Laws

 The Offeror hereby represents and warrants that:

A. It is qualified to do business in the Commonwealth of Virginia and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

B. It is not in arrears with respect to the payment of any monies due and owing Fairfax Water, the Commonwealth of Virginia, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.

## 4.9 Contract Changes/Change Orders

A. No verbal agreement or conversation with any officer, agent or employee of Fairfax Water either before or after the execution of any Contract resulting from this solicitation or follow-on negotiations, shall affect or modify any of the terms, conditions, specifications, or obligations contained in the solicitation, or resulting Contract. No alterations to the terms and conditions of the Contract shall be valid or binding upon Fairfax Water unless made in writing and signed by the purchasing / designee contact identified on the cover page. Contract changes shall be in writing, and shall be on official Fairfax Water Purchasing Department letterhead. In any event and in all circumstances, the Contractor shall be solely liable and responsible for any Contract changes, deviations, etc., made without first receiving written authorization to deviate from the Contract.

B. Changes can be made to the contract in any of the following ways:

1. 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.

2. Fairfax Water may order changes within the general scope of the contract at any time by Notice to the Contractor. 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 Fairfax Water a credit for any savings. Said compensation shall be determined by one of the following methods:

a. By mutual agreement between the parties in writing; or

b. 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 Fairfax Water’s right to audit the Contractor’s records and/or to determine the correct number of units independently; or

c. 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 Fairfax Water with all vouchers and records of expenses incurred and savings realized. Fairfax Water 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 Notice to the Purchasing Department. 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 Fairfax Water or with the performance of the contract generally.

## 4.10 Debarment Status

By submitting their proposals, 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.

4.11 Drug-free workplace to be maintained by contractor\*

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

## 4.12 Employment Discrimination by Contractor Prohibited; Required Contract Provisions\*

The following provision is required to be in every contract of more than $10,000 (Virginia Public Procurement Act, § 2.2-4311)

A. During the performance of any ensuing contract, the Contractor agrees as follows:

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

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

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

B. The contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

## 4.13 Ethics in Public Contracting\*

Offeror hereby certifies that it has familiarized itself with Article 4 of Title 11 of the Virginia Public Procurement Act, Section 11-72 through 80, Virginia Code Annotated, and that all amounts received by it, pursuant to a contract resulting from this solicitation, are proper and in accordance therewith.

## 4.14 Examination of Records

The Contractor agrees that in any resulting contract, either Fairfax Water or its duly authorized representative shall have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to any resulting contract. The Contractor further agrees to cooperate in an independent audit of claims processed and paid. This obligation shall expire five years after the final payment for the final service performed as a result of any and all contract(s) awarded pursuant to this solicitation, or until audited by Fairfax Water, whichever is sooner. Contractor will provide reasonable access to any and all necessary documents and upon demand provide copies of documents if so required by Fairfax Water or its representative(s). Fairfax Water will reimburse the Contractor for any reasonable expenses it incurs as a result of such a request.

## 4.15 Familiarity with Scope of Work

Each Offeror shall bear responsibility for thoroughly examining this solicitation in its entirety. In the event that an Offeror has any questions or comments regarding the proper meaning or intent of any aspect of this solicitation, then such Offeror shall submit all such questions and comments in writing to the Procurement Contact identified on the cover sheet of this solicitation in accordance with the provisions of Paragraph 3.3 (Questions and Communications) hereof.

The submission by an Offeror of a Proposal in response to this solicitation shall be deemed to constitute a representation on the part of such Offeror that it has thoroughly examined this solicitation and has submitted any and all questions and comments it may have regarding the meaning or interpretation of this solicitation to Fairfax Water in the manner prescribed herein.

## 4.16 Formation of Contract with Successful Offeror

A. Any contract entered into as a result of this RFP shall be by and between the Offeror as Contractor and Fairfax Water. It shall include the following items, which are listed in order of precedence:

1. The fully executed contract between the parties, or Fairfax Water Purchase Order,

2. The RFP and any Addenda to the RFP,

3. The Offeror’s response to the RFP (including any drawings and submittals), and

4. All correspondence between the parties regarding this RFP.

B. Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

C. By submitting an offer in response to this solicitation, the Offeror agrees to all Terms, Conditions and to the Scope of Work section contained herein, unless and except as otherwise noted as an exception in the Offeror’s proposal. Any terms and conditions that the Offeror proposes to use must be submitted as part of the proposal. Terms and conditions submitted by an Offeror after the solicitation closing date shall not be accepted and will not be considered for incorporation into the terms of the awarded contract.

D. All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence.

## 4.17 Governing Law; Venue; Waiver of Jury Trial\*

Notwithstanding any provision to the contrary, this solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any dispute arising hereunder which is not otherwise resolved by the parties shall be resolved by a court of competent jurisdiction in the Commonwealth of Virginia. The Contractor and Fairfax Water hereby waive any right such party may have to a trial by jury in connection with any such litigation.

## 4.18 Incorporation by Reference

1. This solicitation is issued in accordance with, and controlled by, the Virginia Public Procurement Act (VPPA), which is incorporated into and made part of the solicitation. By submitting a proposal in response to this solicitation, all Offerors acknowledge the VPPA and agree to be bound by it. The VPPA may be accessed via the Virginia Department of General Services, Department of Purchases and Supply Website: <https://law.lis.virginia.gov/vacodepopularnames/virginia-public-procurement-act/>

B. The terms, conditions and specifications contained herein including any attachments or addenda are incorporated into any contract issued as a result of this solicitation.

## 4.19 Indemnification and Responsibility for Claims and Liability

With respect to any contract that results from this solicitation, Offeror is bound by the following:

A. The Contractor shall indemnify, save harmless and defend Fairfax Water, or any employee of Fairfax Water, against liability for any suits, actions, or claims of any character whatsoever arising from or relating to the performance of the Contractor or its subcontractors under this contract.

B. Fairfax Water has no obligation to provide legal counsel or defense, or pay attorney's fees to the Contractor or its subcontractors in the event that a suit or action of any character is brought by any person not party to the contract, against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this contract.

C. Fairfax Water has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this contract.

D. The Contractor shall immediately notify Fairfax Water of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or related to the Contractor's obligations under the contract. If such a claim or suit is brought, the Contractor will cooperate, assist, and consult with Fairfax Water in the defense or investigation of any suit or action made or filed against Fairfax Water as a result of or relating to the Contractor's performance under this contract.

E. The Contractor shall pay all royalties and license fees necessary for performance of the contract. The Contractor shall defend all suits or claims for infringement of any patent rights or other proprietary rights arising from or related to performance of the resulting contract and shall save Fairfax Water harmless from any and all loss, including Attorneys’ fees arising out of any such claim.

## 4.20 Insurance

A. In addition to the mandatory insurance requirements listed in this Section and, at the request of Fairfax Water, any Offeror may be required to provide a list of all insurance claims made against it within the past 36 months. Fairfax Water reserves the right to reject any bid if in Fairfax Water’s opinion the amount or number of claims is deemed to be excessive. An Offeror’s failure to comply with this requirement may result in rejection of its bid. If no claims have been made, then the Offeror shall so state in its bid. Fairfax Water may require such information from the Contractor as it deems necessary to assess the Contractor’s financial ability to pay any deductibles with respect to the insurance policies required hereunder.

B. Before commencing the work, the Contractor shall procure and maintain at its own expense, minimum insurance in forms and with insurance companies acceptable to Fairfax Water to cover loss or liability arising out of the Work. All insurance policies must be underwritten by insurers authorized to conduct business within the Commonwealth of Virginia and must have a Best's rating of at least A- and a financial size of class VIII or better in the latest edition of Best's Insurance Reports.

C. The Contractor shall immediately notify Fairfax Water of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or related to the Contractor's obligations under the contract. If such a claim or suit is brought, the Contractor will cooperate, assist, and consult with Fairfax Water in the defense or investigation of any suit or action made or filed against Fairfax Water as a result of or relating to the Contractor's performance under this contract.

D. With the exception of Workers’ Compensation and Employers’ Liability Insurance, all additional insurance policies specified herein shall name Fairfax Water as an additional insured with regard to work performed under any subsequent Contract

E. The Contractor will provide Fairfax Water with copies of certificates of insurance coverage and proof of payment of all premiums. Each certificate of insurance must include: (a) an endorsement from the insurer that certifies that the Contractor maintains the referenced policy in full force and effect; (b) where applicable, a statement indicating that Fairfax Water is included as an additional insured; and (c) a provision requiring that not less than 30 days written notice will be given to Fairfax Water before any policy or coverage is canceled or modified in any material respect. Without limiting the requirements set forth above, the insurance coverages will include a minimum of:

1. Workers' Compensation and Employers' Liability Insurance: Statutory requirements and benefits as required by the Commonwealth of Virginia; and

2. Required Commercial General Liability Insurance: This insurance must be written on an "occurrence" basis and shall be endorsed to include Fairfax Water as an additional insured and shall provide at a minimum the following:

* General Aggregate Limit $1,000,000

 (Other than Products-Completed Operations)

* Products-Completed Operations Aggregate Limit $ 500,000
* Personal & Advertising Injury Limit $ 500,000
* Each Occurrence Limit $ 500,000

F. Business Automobile Liability Insurance: This insurance coverage must extend to any motor vehicles or other motorized equipment regardless of whether it is owned, hired, or non-owned and must cover Bodily Injury and Property Damage with a combined single limit of at least $1,000,000 each accident. This insurance must be written in comprehensive form and must protect the Contractor and Fairfax Water against claims for injuries to employees of the public and/or damage to the property of others arising from the Contractor’s use of motor vehicles or other equipment and must cover both on-site and off-site operations.

G. Financial Institution Bond: The Contractor will maintain a Financial Institution Bond with a limit and scope of coverage commensurate with industry best practices for financial institutions of similar financial size and complexity, with a maximum deductible of $2,000,000 or an amount agreed to by Fairfax Water based on the Contractor’s financial ability.

F. Nothing contained herein will be deemed to operate as a waiver of Fairfax Water’s sovereign immunity under the law.

## 4.21 Partial Invalidity

Neither any payment for, nor acceptance of, the whole or any part of the services by Fairfax Water, nor any extension of time, shall operate as a waiver of any provision of any Contract resulting from this RFP, nor of any power herein reserved to Fairfax Water, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of Fairfax Water to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.

## 4.22 Payment

A. Invoices: All invoices are to be sent directly to Fairfax Water Accounts Payable department by mail, fax, or E-mail. Invoices shall include the Fairfax Water Purchase Order / Contract number and the contractor’s FEIN. Invoices are not to be sent to the contract Project Manager, or other departmental reps. Failure to comply may result in late payments for which Fairfax Water will not be liable.

B. Terms: All payments will be Net 30 from the date of receipt of a valid invoice at the Fairfax Water Finance Department. Payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

C. Invoices: Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. Invoices shall show the Fairfax Water Purchase Order or contract number and either the social security (for individual Contractors) number or the federal employer identification number (for proprietorships, partnerships, and corporations) and are subject to review and approval by the Fairfax Water Project Manager.

D. Partial Payments: Requests for partial payments or advanced payments must be submitted as part of the Price Offer along with a justification. Fairfax Water reserves the right to accept, reject or negotiate requests for partial payments. If the request is rejected, the Offeror must waive the requirement in order to remain in consideration.

E. 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, final payment is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that 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,

 Fairfax Water shall promptly notify the Contractor, in writing, as to those charges that it considers unreasonable and the basis for the determination.

## 4.23 Payment Clauses Required in All Contracts\*

Section § 2.2-4352 of the Virginia Public Procurement Act requires the following:

A. That any contract awarded by Fairfax Water include the following clauses:

1. The Contractor shall take one of the two following actions within seven days after receipt of amounts paid to the contractor by Fairfax Water for work performed by any subcontractor(s) under the contract:

a. The Contractor shall pay its subcontractor(s) for the proportionate share of the total payment received from Fairfax Water attributable to the work performed by the subcontractor under that contract; or

b. Notify Fairfax Water and any subcontractor(s), in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

2. Offerors shall include in their offer submissions either: (i) if an individual contractor, their social security numbers; and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

3. The contractor shall pay interest to the subcontractor(s) on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from Fairfax Water for work performed by the subcontractor under the contract, except for amounts withheld as allowed in subdivision 1.

4. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

B. The contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

C. A contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of Fairfax Water. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

## 4.24 Precedence of Terms

By submitting a proposal in response to this solicitation, the Offeror agrees that the terms and conditions contained in this solicitation shall control any contract arising from this solicitation. Any proposed terms and conditions, including any for a contract that the Offeror proposes to use, shall be submitted as part of the Offeror’s proposal. Terms and conditions submitted by an Offeror after the deadline for submitting proposals will be rejected and the Offeror will be held to the terms and conditions contained herein. Contract award is contingent on the Offeror and Fairfax Water agreeing on mutually acceptable terms and conditions. Failure to do so will automatically disqualify the Offeror from contract award. To the extent that a conflict arises or is found to exist between the Offeror’s proposal and this solicitation, including any addenda thereto, the terms, conditions and specifications contained in this solicitation and any addenda thereto shall in all cases prevail.

## 4.25 Price Firm Period

Proposal Prices: Pricing shall be firm and fixed as originally offered and accepted for the first 36 months of the contract.

## 4.26 Rider Clause

With the exception of contracts for Professional Engineering Services and subject to the mutual agreement between the parties, any contract awarded on the basis of this solicitation may be used by any public entity (to include jurisdictions comprising the Metropolitan Washington Council of Governments), to enter into a contract for the services described and defined herein. For single purchases, the contract may be used for up to 12 months from the actual date of contract award. For multi-year contracts, the contract may be used throughout the effective period of the contract. Contracts awarded as a result of this solicitation will be subject to these terms and conditions, and/or such terms and conditions as may be required by the controlling body for the public agency using the contract. Pricing shall be as offered by the successful Offeror and subsequently accepted by Fairfax Water.

## 4.27 Tax Exemption

Fairfax Water is exempt from Federal Excise Taxes, Virginia State Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes. Fairfax Water's tax exempt number is 54-6025290.

## 4.28 Termination of Contract

A. For Cause. In the event that the Contractor: (1) fails to deliver any Commodity or Service in accordance with the time period established therefore in the Contract; or (2) fails to furnish any Commodity or Service which conforms in all respects to the requirements of the Contract; then Fairfax Water, without prejudice to any other rights or remedies it may have at law or in equity (including its right to seek damages from the Contractor), shall have the right to terminate the Contract and any outstanding Purchase Orders by issuing a written notice of termination to the Contractor. Such notice of termination shall describe in reasonable detail the grounds for the termination and shall take effect immediately upon receipt by the Contractor.

B. If, after issuance of a notice of termination under this Section it is determined for any reason that cause for such termination did not exist, then the rights and obligations of the parties shall be the same as if the notice of termination had been delivered under the provisions of subsection B (termination for convenience) hereof; provided, however, that the Contractor in such event shall be deemed to have received seven days prior written notice of such termination. Any compensation due the Contractor pursuant to subsection B shall be offset by the cost to Fairfax Water of remedying the default by the Contractor. The Contractor shall in no event be entitled to receive any consequential damages or any anticipated profits with respect to Commodities not yet furnished to, and accepted by, Fairfax Water as of the effective date of any such termination.

C. For Convenience. Fairfax Water shall have the right to terminate the Contract and/or any outstanding Purchase Orders issued hereunder at its own convenience for any reason by giving seven business days prior written notice of termination to the Contractor. In such event, the Contractor shall be paid an amount equal to the actual cost of any Commodity delivered to, and accepted by, Fairfax Water and the actual cost of any equipment, goods or materials ordered by the Contractor hereunder in good faith which could not be canceled, less the salvage value thereof, provided sufficient substantiation is furnished to Fairfax Water. Any subcontract entered into by the Contractor in connection with the transactions contemplated hereby shall contain a similar termination provision for the benefit of the Contractor and Fairfax Water. The Contractor shall in no event be entitled to receive anticipated profits on any Commodities not yet furnished to and accepted by Fairfax Water as of the effective date of any such termination.

## 4.29 Unit Prices Prevail

The Price Proposal shall include a complete listing of all prices (e.g., annual maintenance, labor, materials, training, etc.). Any work performed beyond the scope of the contract and within the first 12 months after contract award shall be at the prices specified in Volume II. In the event of a conflict between unit prices and extended prices, the unit price shall prevail. All proposals shall be complete and accurate as submitted.

## 4.30 Virginia Freedom of Information Act

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

## 4.31 Authority to Transact Business in Virginia\*

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with Fairfax Water pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. 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 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. Fairfax Water may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

## 4.32 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 et seq. of the Code of Virginia) or Fairfax Water, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

## 4.33 Contractual Disputes

A Vendor, Contractor, or Service Provider shall give written notice to the Purchasing Agent of his/her intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier. The written claim shall be submitted to the Purchasing Agent no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his decision to writing and mail or otherwise forward a copy thereof to the bidder within thirty (30) days of receipt of the claim. No Vendor, Contractor, or Service Provider shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney’s fees.

## 4.34 Faith-Based Organizations\*

Fairfax Water does not discriminate against faith-based organizations.

## 4.35 Immigration Reform and Control Act of 1986\*

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

**End Section 4**

# ATTACHMENT A -REFERENCES

**OFFERORS' NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. COMPANY NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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# ATTACHMENT B - TRANSMITTAL FORM

In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods and/or services described herein in accordance with the attached proposal and as may be mutually agreed upon by subsequent negotiation.

|  |  |
| --- | --- |
|  |  |
| **Company Name (printed)** | **Federal ID Number** |
|  |  |
| **Street (printed)** | **Telephone:** |
|  |  |
| **City, State, Zip (printed)** | **Facsimile:** |
|  |  |
| **Printed Title** | **E-mail:** |
|  | **F.O.B.:** |
| **Signed Dated** | **(Shipments are FOB Destination unless otherwise specified)** |
| Pursuant to Title 13.1 or Title 50 of the Virginia Code provide the identification number issued to your firm by the Virginia State Corporation Commission (VSCC) in the space provided below, If your firm is not required to be authorized to transact business under Title 12.1 or Title 50, or any other law; provide a statement why your firm is not required to be so authorized.**VSSC ID Number:**  |
| If you do not have a VSCC identification number, explain why it is not required in the space below:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

# ATTACHMENT C - FREEDOM OF INFORMATION EXCLUSIONS

Offerors claiming exclusion from access granted by the Commonwealth of Virginia’s Freedom of Information Act (VAFOIA) for trade secrets or proprietary information must provide the following information:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ herein claims protection under the VAFOIA of trade and/or proprietary (Company Name)

secrets contained in the following sections of the proposal submitted in response to the RFP identified above.

 SECTION: TITLE OF SECTION

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NOTE: Failure to specify areas of your proposal that are to be protected from public access either on this page or on the sections of your proposal for which protection is intended; will result in your firm’s proposal being subject to public inspection. Requests for protection after the deadline for submission of proposals will not be considered.