



VIRGINIA INTERNATIONAL TERMINALS, LLC

Request For Proposals

RFP #2024-04-VIT

Comprehensive Banking Services

Hampton Roads, Virginia

REQUEST FOR PROPOSALS (RFP)

TRANSMITTAL PAGE

Title: Comprehensive Banking Services

RFP: 2024-04-VIT

Issue Date: October 9, 2023

Issuing Agency: Virginia International Terminals, LLC (VIT) and its Affiliates

Virginia International Terminals, LLC (VIT) and its affiliates are seeking proposals for Comprehensive Banking Services for Virginia International Terminals, LLC (VIT) and Hampton Roads Chassis Pool II, LLC (HRCPII). The term of the Contract shall be for five (5) years and shall renew automatically for up to five (5) additional one (1) year periods in accordance with the terms noted in the Contract. Proposals and all other correspondence, including questions, shall be sent electronically to proposals@vit.org. All email communications shall contain "RFP 2024-04-VIT" in the subject line followed by the Respondent's name. Questions may only be submitted electronically no later than 2:00 p.m. EST October 25, 2023.

Proposals will be received until 2:00 p.m. EST November 9, 2023, an electronic copy of each proposal must be submitted to the following e-mail: proposals@vit.org.

Late Proposals will not be considered.

In compliance with this RFP, and with all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services to Virginia International Terminals, LLC and Hampton Roads Chassis Pool II in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiations.

NAME AND ADDRESS OF FIRM:

BY: _____

(Signature)

Print Name: _____

Title: _____

Date: _____

Telephone: _____

Email: _____

FEI/FIN Number: _____

*Virginia International Terminals, LLC

or Hampton Roads Chassis Pool II, LLC, cannot
process payments without this information.

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VIRGINIA INTERNATIONAL TERMINALS, LLC
Request for Proposals 2024-04-VIT
Sections I through VI

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|-------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I. Purpose of the RFP | The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified Offerors for comprehensive banking services for Virginia International Terminals, LLC, and its affiliates. |
| II. Statement of Needs | The Port of Virginia has experienced significant growth during the last decade and today is the third largest general cargo port on the US East Coast. In order to accommodate the anticipated continued growth in its business, VIT and its affiliates is seeking to acquire comprehensive banking services. The Contractor(s) selected shall furnish the services in accordance with Exhibit C, Scope of Services. |
| III. Proposal Preparation and Submission Requirements | In order to be considered for selection, Offerors must submit a complete response to this RFP. A complete response includes a return of the signed RFP cover pages attached to the Offeror's proposal as well as any Addenda that may be issued and all applicable Exhibits. All distribution of documents, questions and answers will be posted to the Port of Virginia Website . RFP responses must be received by 2:00 PM EDT, November 09, 2023. Responses shall be sent to proposals@vit.org . Proposals shall be signed by an authorized representative of the Offeror. All information requested in the RFP must be submitted. Failure to submit all information requested may result in: (1) VIT and its affiliates requiring prompt submission of missing information or (2) VIT and its affiliates rejecting the proposal as being non-responsive. Virginia International Terminals, LLC and its affiliates will not be responsible for delays in the delivery of responses. VIT's mail exchange server has a limit of 50 MB for incoming proposals. Offerors need to be aware that their internet service provider (ISP) may have a maximum server limit less than 50 MB, which could hinder responses from being delivered to VIT and its affiliates. VIT and its affiliates will not be responsible for responses not received due to these limitations and no special consideration shall be given to such responses. It is the sole responsibility of the Offeror to ensure that its response reaches proposals@vit.org by the designated date and hour. |
| IV. Ownership of Data Submitted Pursuant to the RFP | Ownership of all data, materials and documentation prepared for VIT and its affiliates pursuant to the RFP shall belong exclusively to VIT and its affiliates and will not be subject to public inspection in accordance with the Virginia Freedom of Information Act. However, proprietary information or trade secrets submitted by an Offeror shall not be subject to public disclosure. The Offeror must, with specificity, identify those portions of its proposal, which are proprietary. Offerors may not designate all of a proposal "proprietary" and any attempt to do so may result in rejection of the proposal. |

V. Evaluation & Award Criteria	Criteria	Points
	Operational Requirements	35
	Financial Strength and Security	20
	Firm Experience	15
	Cost & Fees	15
	Transition	15
VI. Award of the Contract	<p>Selection shall be made of Offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors set out immediately above. Negotiations shall be conducted with the Offeror so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, VIT and HRCP II shall select the Offeror which, in its opinion, has made the best proposal, and shall award the Contract to that Offeror. Virginia International Terminals, LLC and its affiliates may cancel this Request for Proposals or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. Should Virginia International Terminals, LLC and its affiliates determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a Contract may be negotiated and awarded to that Offeror. The award document will be a Contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated. VIT and its affiliates intends to award a Contract to a single Offeror, however, if VIT determines it is in its best interest to do so, VIT and its affiliates reserves the right at its sole discretion to award a Contract to more than one Offeror and/or split the order among Offerors.</p>	

The undersigned offeror proposes to furnish the following in accordance with the Contract documents, including any Addenda issued, for the price(s) indicated in the submitted proposal.

Company Name: _____

This proposal is subject to the provisions of the Virginia International Terminals, LLC and Hampton Roads Chassis Pool II, LLC Procurement and Surplus Property Guidelines and the General and the Special Terms and Conditions herein.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned Offeror hereby offers and agrees to furnish the services at the price(s) indicated in the submitted proposal. Your signature on this form certifies your compliance with the Virginia International Terminals LLC and Hampton Roads Chassis Pool II, LLC Procurement and Surplus Property Guidelines, the General Terms and Conditions, and the Special Terms and Conditions that are attached.

I certify that the firm name given above is the true and complete name of the offeror and that the offeror is legally qualified to provide the services included in the scope of the Contract.

Signature _____

Legal Representative of Firm	Printed Name	Date
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EXHIBIT A
GENERAL TERMS AND CONDITIONS

1. ADVERTISING
2. ANNOUNCEMENT OF AWARD
3. ANTI-DISCRIMINATION
4. ANTITRUST
5. APPLICABLE LAWS AND COURTS
6. ASSIGNMENT AND SUBCONTRACTING
7. AUDIT
8. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH
9. AVAILABILITY OF FUNDS
10. BEST AND FINAL OFFER
11. CHANGES TO THE CONTRACT
12. CLARIFICATION OF TERMS
13. COMPLIANCE WITH ALL LAWS AND REGULATIONS
14. CONFIDENTIAL RELATIONSHIP
15. DEBARMENT STATUS
16. DEFAULT
17. DRUG FREE WORKPLACE POLICY STATEMENT
18. ETHICS IN CONTRACTING
19. FORCE MAJEURE
20. GENERAL RELATIONSHIP
21. IMMIGRATION REFORM AND CONTROL ACT OF 1986
22. INDEMNIFICATION
23. LIMITATION OF LIABILITY
24. MANDATORY USE OF FORM AND TERMS AND CONDITIONS OF RFPS
25. NO ORAL MODIFICATIONS TO THE CONTRACT
26. OPERATING AUTHORITY AND CREDENTIALS
27. PAYMENT TERMS
28. PRECEDENCE OF TERMS
29. PRIME CONTRACTOR RESPONSIBILITIES
30. PROCUREMENT GUIDELINES
31. PROPOSAL ACCEPTANCE PERIOD
32. PROPOSAL PRICE CURRENCY
33. QUALIFICATIONS OF PROPOSERS
34. REPRESENTATIONS
35. STRICT LOYALTY
36. SUBCONTRACTS
37. TAXES
38. TERMINATION AND SUSPENSION
39. TERMINATION FOR CONVENIENCE

1. ADVERTISING:

The Contractor shall give no indication of the provision of services to VIT in product literature or advertising without the advance written consent of VIT.

2. ANNOUNCEMENT OF AWARD:

Upon the award, or the announcement of the decision to award a contract as a result of this solicitation, the Head of Procurement will publicly post such notice on the [Port of Virginia Website](#).

3. ANTI-DISCRIMINATION:

By entering into a Contract, the Contractor certifies to VIT that it will, where applicable, conform to the provisions of the Federal Civil Rights Act of 1964, as well as the Virginia Fair Employment Contracting Act of 1975, the Virginians With Disabilities Act, and the Americans With Disabilities Act, all of which as may be amended from time to time.

In every contract over \$10,000 the following provisions apply:

1. During the course of this Contract, the Contractor agrees that:
 - a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
 - b) 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.
 - c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of (1) above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4. ANTITRUST:

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to VIT all rights, title and interest in and to all causes of the 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 VIT under said contract.

5. APPLICABLE LAWS AND COURTS:

This solicitation and any resulting Contract shall conclusively be deemed to have been prepared, executed and entered into in the Commonwealth of Virginia, and any Contract resulting there from, including its formation, operation, and performance, shall be governed, construed, performed and enforced in accordance with the substantive laws of the Commonwealth of Virginia. Without limiting the generality of the foregoing, the United Nations Convention on Contracts for the International Sales of Goods shall not apply to this solicitation or any resulting Contract or to any of the transactions contemplated under any such Contract. Any litigation with respect to such Contract shall be brought in the courts of the Commonwealth of Virginia in the City of Norfolk.

6. ASSIGNMENT AND SUBCONTRACTING:

Any Contract awarded or any interest thereunder shall not be assigned, subcontracted, or transferred, in whole or in part, by the Contractor without the prior written consent of VIT. The Contractor shall not assign any monies due or to become due to him, without the prior written consent of VIT. No assignment shall relieve the Contractor from its obligations under the Contract.

7. **AUDIT:**

The Contractor hereby agrees to keep adequate records of any direct labor costs and all other costs of the performance of this Contract and to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. VIT, its authorized agents, and/or State auditors shall have full access to, and the full right to examine, any of said materials during said period.

8. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:**

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 above that enters into a contract with VIT shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provision of this section.

9. **AVAILABILITY OF FUNDS:**

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

10. **BEST AND FINAL OFFER:**

At the conclusion of negotiations, the Offeror(s), may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s). The Offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

11. **CHANGES TO THE CONTRACT:**

Changes can be made to the Contract in any one of the following ways:

1. VIT may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as the method of packing or shipment, the place of delivery or installation, and changes in the specifications, including drawings and designs. 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 VIT 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 accounting for the number of units of work performed, subject to VIT'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 to 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 VIT with all vouchers and records of expenses incurred and savings realized. VIT shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to VIT within thirty (30) days from the date of receipt of the written order from VIT. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes

provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of VIT Procurement and Surplus Property Manual. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by VIT or with the performance of the Contract generally.

2. The parties may agree in writing to modify the scope of the Contract. Any 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. Notwithstanding any other provisions of the Contract or any document referenced therein, VIT's Head of Procurement, or his designee are the only individual authorized to make changes in or redirect the work required by the Contract. If VIT's approval is required under the terms of the Contract, it shall be construed to mean the approval of VIT's Head of Procurement or their designee. In the event the Contractor effects any change at the direction of any other person, the change shall be considered as having been made without authority, and no adjustment shall be made in the Contract price or delivery schedule as a result thereof.

12. CLARIFICATION OF TERMS:

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact VIT's Head of Procurement. Any revisions to the solicitation will be made only by addendum issued by the Head of Procurement.

13. COMPLIANCE WITH ALL LAWS AND REGULATIONS:

At the Contractor's own cost and expense, it certifies that it shall comply with all applicable federal, state, and local laws, rules and regulations. Contractor shall secure and obtain any and all permits, licenses, and consents as may be necessary.

14. CONFIDENTIAL RELATIONSHIP:

The Contractor shall keep in strictest confidence, and treat as proprietary to both VPA and its operating affiliate, Virginia International Terminals, LLC, all information that may be acquired in connection with, or as a result of, this Contract. During the term of the Contract and at all times thereafter, the Contractor shall not, without the prior written consent of VIT, publish, communicate, divulge, or use (except in the performance of the Contract itself) any such information unless it is in the public domain.

15. DEBARMENT STATUS:

By submitting their proposals, Offerors certify that they are not currently debarred from submitting bids or proposals on Contracts by any public entity within or without the United States, nor are they an agent of any person or entity that is so debarred.

16. DEFAULT:

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

17. DRUG FREE WORKPLACE POLICY STATEMENT:

The Contractor acknowledges and certifies that he understands that the following acts by the Contractor, his employees, and/or agents performing services on state property are prohibited: The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes). The Contractor further acknowledges and certifies that he understands that a violation of these prohibitions constitutes breach of contract and may result in default action being taken by VIT in addition to any criminal penalties that may result from such conduct.

18. ETHICS IN CONTRACTING:

By submitting their bids/proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any employee of VIT, any payment, loan, service, or any other thing of whatever nature, of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

19. FORCE MAJEURE:

It is mutually understood and agreed that neither party hereto shall be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to fires, strikes, floods, hurricanes, tornadoes, snowstorms, epidemics, acts of God, acts of war or terrorism, legal acts of public authorities, or, delays or defaults caused by public carriers which cannot reasonably be forecast or provided against.

20. GENERAL RELATIONSHIP:

The Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor are employees of VIT under the meaning or application of any federal or state unemployment or insurance laws or workers' compensation laws, or otherwise. The Contractor shall assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor in the performance of this Contract. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of VIT, and the Contractor shall have no authority to represent itself as an agent, employee, or in any other capacity of VIT.

21. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By submitting their bid/proposal, Offerors certify that they do not and will not, during the performance of this Contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

22. INDEMNIFICATION:

The Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, the Virginia Port Authority, Virginia International Terminals, LLC, HRCF II, LLC and their officers, agents, and employees from any claims, damages and actions on account of bodily injury (including sickness and death) or damage to property, whether at law or in equity, arising from or caused by the use of any materials, goods, equipment, or services of any kind or nature furnished by the Contractor except to the extent that such liability is caused by or is attributable to the sole negligence of the Commonwealth of Virginia, the Virginia Port Authority, or Virginia International Terminals, LLC or Hampton Roads Chassis Pool II.

23. LIMITATION OF LIABILITY:

To the extent permitted by applicable law, neither party will be liable to the other under this solicitation or resulting contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this contract. In the event of Default on behalf of either party, the total liability owed to the other party shall not exceed the total contract value.

This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.

24. MANDATORY USE OF FORM AND TERMS AND CONDITIONS OF RFP'S:

Failure to submit a proposal on the official VIT form (Transmittal Page) provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions or Special Terms of the solicitation may be cause for rejection of the proposal; however, VIT reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

25. NO ORAL MODIFICATIONS TO THE CONTRACT:

No modification of, or addition to, the provisions of the Contract shall be effective unless in writing and signed by the parties to the Contract.

26. OPERATING AUTHORITY AND CREDENTIALS:

Wherever and whenever during the course of performing any work under this Contract, the Contractor will ensure that all vehicles utilized to accomplish the terms of the Contract are properly titled, registered, plated and have the required operating authority and credentials in accord with the *Code of Virginia*.

27. PAYMENT TERMS:

Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to Virginia International Terminals: Attention Accounts Payable at APinvoices@vit.org or in the event Contractor does not have email, invoices may be mailed to P.O. Box 1387, Norfolk, Virginia 23501. All invoices shall show the VIT Contract number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations.) Any 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.

28. PRECEDENCE OF TERMS:

The following descending order of precedence shall govern in the event of a conflict between the documents of the Contract entered into pursuant to this solicitation.

- (a) Articles of the Contract
- (b) Exhibit A, General Terms & Conditions
- (c) Exhibit B, Special Terms & Conditions
- (d) Exhibit C, Contractor's Proposal

If any discrepancy, ambiguity, divergence, inconsistency, deficiency, design or construction impracticality, or omission from, in or among any of the above documents is found, notice shall immediately be given by the party finding the same to the other party, specifying the discrepancy, ambiguity, divergence, inconsistency, deficiency, design or construction impracticality or omission, and VIT shall issue instructions in regard thereto; provided, however, no such matter shall vitiate or impair the obligations of the Contractor under the Contract. No instruction given by VIT under this clause shall amount to a change to the Contract, and the Contractor shall not be entitled to any extension of time or extra payment in respect thereof; the cost of implementing the instruction shall be deemed to be included in the Contract price.

29. PRIME CONTRACTOR RESPONSIBILITIES:

The Contractor shall be responsible for completely supervising and directing the work under this Contract and all subcontractors that it may utilize with the prior written consent of VIT, using its best

skill and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Contractor. The Contractor agrees that it is as fully responsible for the acts and omissions of its subcontractors as it is for the acts and omissions of its own employees.

30. PROCUREMENT GUIDELINES:

This solicitation is subject to the provisions of the VIT Procurement Guidelines and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the guidelines may be obtained by requesting via e-mail at proposals@vit.org only.

31. PROPOSAL ACCEPTANCE PERIOD:

Any proposal resulting from this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

32. PROPOSAL PRICE CURRENCY:

Unless stated otherwise in the solicitation, Offerors shall state bid prices in US dollars.

33. QUALIFICATIONS OF PROPOSERS:

VIT may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to furnish the item(s) contemplated herein and the Offeror shall furnish to VIT all such information and data for this purpose as may be requested. VIT reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. VIT further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy VIT, in its sole discretion, that such Offeror is properly qualified to carry out the obligations of the Contract and to complete the work or furnish the item(s) contemplated therein.

34. REPRESENTATIONS:

The Offeror hereby represents and warrants that (1) as of the date hereof, and on and as of the date of the provision of goods contemplated herein, the Offeror is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (2) the Offeror has the full right, power and authority and has taken all necessary action under the laws of its jurisdiction of organization to authorize it to execute and deliver a Contract, to consummate the transactions contemplated hereby and in the Contract and to perform its obligations thereunder. The Offeror hereby agrees to furnish to VIT any and all certificates of governmental authorities and/or officers or directors of the Offeror that VIT may reasonably require in order to confirm the due authorization and execution of the proposal and the Contract and the Offeror's right, title and authority to perform its obligations under the Contract.

35. STRICT LOYALTY:

The Contractor and its employees shall avoid all circumstances and actions that would place the Contractor in a position of divided loyalty with respect to the obligations undertaken under this Contract.

36. SUBCONTRACTS:

No portion of the work shall be subcontracted, assigned, or delegated without the prior written consent of VIT. In the event that the Contractor desires to subcontract, assign, or delegate some part of the work specified herein, the Contractor shall furnish VIT the names, qualifications and experience of its proposed subcontractors or assignees. The Contractor shall, however, remain fully liable and responsible for the work and shall assure compliance with all requirements of the Contract.

37. TAXES:

Sales to the Commonwealth of Virginia, including the Virginia Port Authority, are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against the Contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-74-0076K.

38. TERMINATION AND SUSPENSION:

VIT may terminate or suspend the delivery of the items contemplated hereunder without liability to the Contractor, if (a) the Contractor fails to deliver the items in conformance with the provisions of this Contract by the date contracted for by the Contractor and VIT and such non-delivery continues for any significant period of time; (b) the Contractor breaches or otherwise fails to perform any of its other obligations under the Contract and fails to cure such nonperformance promptly after notice thereof from VIT and after a reasonable time to cure such non-performance; (c) Contractor is or becomes insolvent or unable to pay its debts as they become due; (d) any bankruptcy or insolvency proceeding is commenced by or against Contractor; or (e) application is made for appointment of a receiver or custodian for the Contractor or any of Contractor's properties, or for an assignment for the benefit of Contractor's creditors. The duration of any such suspension shall continue only until such time as the aforementioned events continue to exist. Any termination or suspension by VIT shall be without prejudice to any claims for damages or other rights of VIT against Contractor.

39. TERMINATION FOR CONVENIENCE:

VIT may cancel this Request for Proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. VIT may terminate any Agreement(s) resulting from this solicitation at any time, for any reason or for no reason, upon thirty (30) days advance written notice to the Contractor(s). In the event of such termination, the Contractor(s) shall be compensated for services and work performed prior to termination.

EXHIBIT B

SPECIAL TERMS AND CONDITIONS

1. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION
2. CONTINUITY OF SERVICES
3. INSURANCE
4. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE
5. TITLE TO INFORMATION

1. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to VIT will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without VIT's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify VIT of any breach or suspected breach in the security of such information. Contractors shall allow VIT to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

2. **CONTINUITY OF SERVICES:**

1. The Contractor recognizes that the services under this contract are vital to the VIT Parties and must be continued without interruption and that, upon contract expiration, a successor, either the VIT Parties or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - b. To make all VIT owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - c. That the VIT Head of Procurement shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Head of Procurement, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Head of Procurement's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Head of Procurement in writing prior to commencement of said work.

3. **INSURANCE:** Contractor agrees that it shall have the following insurance policies and that it will maintain them during the entire term of the Contract, unless otherwise stated below. All insurance policies required herein must be procured from insurance companies authorized to conduct business in the Commonwealth of Virginia by the Virginia State Corporation Commission.

a. **Minimum Scope and Limit of Insurance**

- i. **Commercial General Liability Insurance** policy which provides coverage at least as broad as ISO form CG 00 01 or its equivalent. Policy limits are subject to review, but shall in no event be less than, the following:
 1. **\$1,000,000** Each Occurrence / **\$2,000,000** General Aggregate
 2. **\$2,000,000** Products/Completed Operations Aggregate
 3. **\$1,000,000** Personal Injury
- ii. **Workers' Compensation Insurance** as required by the Commonwealth of Virginia, with **Statutory Limits**, and where applicable, any other statutory obligations including but not limited to Federal USL&H and Jones Act requirements.

- iii. **Employer's Liability Insurance** with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
 - iv. **Professional Liability (Errors and Omissions) Insurance** appropriate to the Contractor's profession, with limits no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.
 - v. **Fidelity Bonds and/or Fidelity & Crime Insurance:**
 - 1. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract fidelity bond(s) to protect against legal liability with limits no less than **\$10,000,000** per occurrence and an aggregate limit, if any, of not less than **\$10,000,000** for the following circumstances:
 - a. Fidelity Loss
 - i. Loss resulting directly from dishonest or fraudulent acts committed by an employee of the Offeror acting alone or in collusion with others.
 - b. Physical Loss
 - i. Loss by reason of the physical loss of, or damage to, or unexplained disappearance of the System funds, assets, or other property under the control of Offeror within any premises, wherever located, or while in transit.
 - c. Forged Instruments
 - i. Loss by reason of forgery or alteration of negotiable instruments, certificates of deposit, or letters of credit.
 - d. Computer Manipulation
 - i. Loss by reason of a dishonest or fraudulent act or computer manipulation that was committed by any employee of Offeror.
 - vi. **Network Security (Cyber) and Privacy Liability Insurance** with limits no less than **\$2,000,000** per occurrence or claim, **\$4,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
 - vii. **Umbrella/Excess Liability Insurance** policy(ies) may be used in combination with primary policies to satisfy limit requirements. Such policy(ies) shall apply without any gaps in the limits of coverage and be at least as broad as and follows the form of underlying primary coverages required herein.
- b. **Insurance Requirements**
- i. The Contractor shall meet the minimum policy requirements (as well as additional requirements where noted) as noted in the above Minimum Scope and Limit of Insurance section or as otherwise stated in this Contract. Contractor shall also adhere to the following:
 - 1. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the VPA requires and shall be entitled to Contractor's broader coverage and/or higher limits. Any available insurance proceeds in

excess of the specified minimum limits of insurance and coverage shall be available to the VPA.

2. Contractor's insurance policies shall contain or be endorsed to contain the following provisions:
 - a. Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available policies;
 - b. Contractor must provide evidence of policies contained herein to the VPA on an ACORD 25 "Certificate of Liability Insurance" form and submitted via electronic mail (coisubmissions@portofvirginia.com) on an annual basis so long as Contract is still in effect;
 - c. Additional Insured: The following must be added as an additional insured on all liability policies (excluding Professional Liability and Workers' Compensation) required herein. Contractor may satisfy this requirement through appropriate additional insured blanket endorsements. *Virginia Port Authority, Virginia International Terminals, LLC, and HRCF II, LLC and their respective commissioners, officers, directors, members, general managers, parent and affiliate companies, employees, and agents* (collectively, "VPA Parties")
 - d. All liability policies, must waive by endorsement, subrogation and contractual indemnity in favor of VPA Parties;
 - e. Claims Made Policies: If any of the required policies provide coverage on a claims-made basis: (a) The Retroactive Date must be shown and must begin prior to the date of this Contract/Agreement or prior to commencing any work/services pursuant to this Contract/Agreement; (b) Contractor must maintain and provide evidence of insurance for at least three (3) years after completion of the Contract (c) If for any reason Contractor's insurance is cancelled, non-renewed, or not replaced with another claims-made policy form with a Retroactive Date prior to the Contract's effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of Contract work.
 - f. Certificate Holder should read: Virginia Port Authority, 600 World Trade Center, Norfolk, Virginia 23510.
3. Contractor shall neither cancel nor reduce their insurance policy limits of liability herein required without providing the VPA with thirty (30) days written notice in advance;
4. The VPA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
5. Failure of the VPA or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
6. The VPA does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

4. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small businesses. This shall include SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. If small business subcontractors are used, the prime contractor agrees to report use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. It is the goal of VIT that certified SWAM enterprises participation in this contract be consistent with the VIT SWAM Plan.
5. **TITLE TO INFORMATION:** All data generated under this Contract, of whatever type, relating to the work performed under this Contract, shall be VIT's exclusive property.

EXHIBIT C

I. SCOPE OF SERVICES

A. General Banking Services

- 1. General Requirements:** The firm awarded the contract will be VIT's and HRCPII's primary cash management partner. This firm will process deposits, handle disbursements, and be the central point of cash management. VIT's current banking structure consists of two (2) demand deposit accounts and HRCPII utilizes one (1) demand deposit 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. Be "Well Capitalized" as defined by the Federal Deposit Insurance Corporation (FDIC),
3. Establish demand deposit accounts to meet the banking requirements of VIT and HRCPII and maintain accurate records of activity in those accounts,
4. Comply with all applicable federal and state regulations regarding the provision of the proposed services, and
5. Provide a primary relationship contact and dedicated customer support.

2. Deposit Services

VIT and HRCPII deposit approximately 330 checks per month. Checks are deposited through remote deposit capture ("RDC"), lockbox, and through the branch. Details are below.

Remote Deposit Capture: VIT and HRCPII use a single Panini Vision X scanner to process checks received at the central location. There are approximately 180 checks processed per month through RDC.

Lockbox: VIT uses lockbox processing services to handle additional check activity. A summary of VIT payments through the lockbox is provided below:

VIT Lockbox	
Purpose	Process VIT check payments
Lockbox Type	<input checked="" type="checkbox"/> Wholesale <input type="checkbox"/> Retail <input type="checkbox"/> Wholetail
Annual Collections (Dollars Processed)	\$1.7 million
Annual Volume Received (Transactions Received)	1,500

Items Scanned	<input type="checkbox"/> Envelope <input checked="" type="checkbox"/> Check <input checked="" type="checkbox"/> Remittance Document <input type="checkbox"/> Correspondence
Images Available Online	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Length of Time Images are Accessible	12 months
Payment Data File	<input checked="" type="checkbox"/> Yes (EDI 823 Format, includes ACH transaction detail) <input type="checkbox"/> No
Physical Copies Returned	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Branch: VIT and HRCPII deposit checks at a branch location when items cannot be processed through RDC. VIT and HRCPII requires a branch location within 10 miles of 600 World Trade Center Norfolk, VA 23510.

Required services include:

1. Maintain a branch location within 10 miles of 600 World Trade Center Norfolk, VA 23510,
2. Process the deposit of checks via RDC,
3. Provide online access to deposited item images,
4. Provide a lockbox solution and process all payments sent to a P.O. Box,
5. Image checks, remittance documents, and other forms/documents received,
6. Provide online access to images of processed items, remittance documents, and other forms/documents,
7. Provide online reporting and download of transaction detail and summary, including account numbers and payment amounts, and
8. Provide a payment data transmission in EDI 823 format.

3. Disbursement Services

VIT and HRCPII use the incumbent bank's integrated payables solution to make disbursements. Separate ISO 20022 files are sent to the bank for outsourced check printing, ACH, and wires. Below are the details:

Checks: VIT and HRCPII disburse approximately 850 checks per month. Most checks are printed by the incumbent bank except for items with remittance detail overflow (i.e., payments for more than 15 invoices) which are handled internally. VIT and HRCPII send separate weekly ISO 20022 files for check activity on Thursdays. VIT and HRCPII utilize payee positive pay on their respective bank accounts.

Required services include:

1. Provide positive pay with payee validation services,
2. Provide online positive pay exception item review and decisioning,
3. Provide online stop payment services,
4. Provide online access and electronic archival of cleared checks (images of front and back),

5. Print checks in the prescribed format along with detailed remittance advices in conformance with industry standards,
6. Send an electronic print reconciliation report with counts, amounts, and statistics pertinent to the processed data after the completion of each production run, and
7. Regularly sample checks for MICR line testing to ensure conformity with ANSI standards.

ACH: VIT and HRCPII initiate approximate 200 ACH transactions per month. VIT and HRCPII send separate weekly ISO 20022 files for ACH activity on Thursdays for payment on Friday. VIT requires an ACH exposure limit of \$5 million and HRCPII requires an ACH exposure limit of \$2.5 million.

Wires: VIT And HRCPII initiate approximately 136 batch domestic wires and 31 batch book transfers per month through ISO 20022 file transmissions and 3 domestic wires per month per month through the bank's online platform. VIT and HRCPII initiate approximately 11 international wires through the bank's online platform. Most international wires are in U.S. dollars, and several are processed in the Hong Kong dollar and South Korean won.

VIT and HRCPII receive approximately 116 domestic wires, 18 book transfers, 5 U.S. Dollar international wires, and 12 drawdown wires per month. The drawdown wires are for VIT and HRCPII payroll which is outsourced to ADP.

VIT and HRCPII are interested in exploring account validation services through this RFP.

Required services include:

1. Initiate ACH transactions using secure file transmission protocols,
 2. Establish an ACH daily credit exposure limit to meet the needs of VIT and HRCPII,
 3. Provide ACH debit blocking and filtering services, and
 4. Provide a secure electronic method for wiring funds.
- 4. Reporting:** VIT and HRCPII require access to daily reports of balances and transaction information, including current day and prior day reporting of ledger balances, available balance, and summary and details of credits/debits posted. VIT and HRCPII also require a daily BAI2 file transmission of prior and current day information reporting for reconciliation within the ERP system, PeopleSoft V9.2.

Approximately six (6) employees have access to the bank's online reporting platform. Two (2) of these employees have full administrative access.

Required services include:

1. Provide online balance reporting services,
2. Provide current day and prior day reporting,
3. Provide current day and prior day BAI2 files to be downloaded via the firm's secure mailbox,
4. Provide full account reconciliation services,
5. Provide online monthly activity statements and reports for all accounts, and
6. Provide a detailed monthly account analysis statement for all accounts.

5. **Bank Balances:** The level of deposits held at the bank varies significantly due to the day-to-day operations of VIT and HRCPII. VIT and HRCPII do not guarantee that they will hold any minimal account balances at the selected firm. In considering holding VIT and HRCPII's deposits, only options that are collateralized will be considered.

Required services include:

1. Provide a competitive earnings credit rate and/or hard dollar interest rate for balances, and
2. Collateralize all balances, in excess of balances insured by the FDIC.

B. Merchant Card Processing Services

1. The firm selected through this RFP process will be VIT and HRCPII's primary merchant services provider. The firm shall provide services to facilitate the acceptance of online credit and debit card transactions that are fully compliant with the Payment Card Industry Data Security Standard ("PCI DSS") requirements. VIT and HRCPII each maintain a single merchant identification number.

Annual merchant card processing volume is approximately \$11.2 million. VIT and HRCPII process approximately 4,200 transactions per year. The table below summarizes the total dollar amount and transactions by card type.

Card Type	Annual Sales	Annual Transactions
Visa	\$6.26 million	2,700
Mastercard	\$2.01 million	1,100
Discover	\$0.06 million	39
American Express	\$2.94 million	374
Total	\$11.27 million	4,213

VIT and HRCPII's online payment applications are summarized in the table below.

Entity	Online Customer Facing Application	Gateway
VIT	Lynx Systems	Authorize.net
HRCPII	Port Chassis	Authorize.net

VIT and HRCPII require that its merchant card processor provide services on a "pass-through" or "cost-plus" basis and that all fees paid to card-issuing banks, card associations, and the payment processor be disclosed.

Required services include:

1. Provide PCI DSS compliant merchant card services or contract with a third-party processor to do so,

2. Process credit and debit card payments (MasterCard, Visa, Discover, and American Express) initiated through Authorize.net,
3. Transfer funds to a designated VIT and HRCPII bank account,
4. Provide robust online reporting tools and option of downloading transaction/report data,
5. Clearly split out interchange and assessment fees on monthly invoices through a pass-through pricing model,
6. Provide reliable technical support for annual PCI DSS compliance efforts (ad-hoc service, service provider relationship support), and provide detailed online compliance reporting tools, and
7. Provide a primary relationship contact and a dedicated customer support representative.

C. Standby Letter of Credit

1. VIT currently holds a standby letter of credit with a total value of \$1,001,300. This letter of credit was initially established as a prerequisite by the U.S. Department of Labor during the period when VIT was self-insured. Although VIT is no longer self-insured, there are still employees who remain covered under this program, necessitating the continued maintenance of this letter of credit as mandated by the U.S. Department of Labor. Therefore, VIT request that the awarded firm provides and maintains this letter of credit.

II. INFORMATION REQUESTED

A. Qualifications & Experience

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

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

4. Discuss the firm's current capital structure, adequacy, and coverage. Provide the following statistics for the last reporting period:
 - a. Total Risk Based Capital Ratio: _____
 - b. Tier 1 Risk Based Capital Ratio: _____
 - c. Tier 1 Leverage Capital Ratio: _____
5. Include an **electronic copy** of the most recent audited annual financial statements.

B. Key Proposed Personnel

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

	Relationship Manager / Product Specialist	Routine (Day-to-Day) Requests – Individual and/or Department
Name		

Title		
Address		
Phone Number		
Email Address		

2. Name the individuals who will work with VIT and HRCPII on a regular basis. Information must include:

Name	Proposed Role	Location	# Years' Experience with other Tax-Exempt Entities	# Years in Field	# Years with Firm	# Client Relationships Responsible For

3. Describe the firm's policy on changing the primary contact person on an account at the firm's discretion.
4. After the initial transition, how often will the primary relationship manager attend on-site meetings with VIT and HRCPII staff? Describe a typical meeting agenda for this on-site meeting.
5. Customer Service
- For routine day-to-day transactions, will the firm assign a specific customer service representative, or will a customer service department be assigned?
 - If a specific representative will be assigned, provide biographical information for the individual that will be assigned.
 - What is the day-to-day availability of the customer service representative?
 - Will a backup customer service representative be assigned?
 - If a customer service department will be assigned, describe how the individuals responding to issues will be aware of VIT and HRCPII's account history and needs.
 - What are the hours of operation of the customer service unit involved in supporting the proposed services?

- b. 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?
6. IT Resources
- a. Will the firm provide a dedicated IT liaison to work on set-up, file transfer, testing, and troubleshooting/issue resolution?
 - b. During what hours is technical support available (specify time zones)?

C. General Banking Services

- 1. Confirm that the firm is able to meet all of the requirements listed in Exhibit C, Section I.A General Banking Services.
- 2. Physical Deposit Processing
 - a. Complete the table with the number of branches the firm has within 10 miles and the address of the closest branch.

Location	# of Branches Within 10 Miles	Address of Closest Branch
600 World Trade Center Norfolk, VA 23510		

- b. What is the ledger cutoff time for deposits made to branch locations?
 - c. Are branch deposits immediately verified? If not, when does verification take place?
3. Remote Deposit Capture ("RDC")
- a. Describe the firm's ability to process checks by RDC.
 - b. Is the existing RDC terminal (Panini Vision X) compatible with your system?
 - c. If VIT and HRCPII needs replacement or additional RDC equipment, what equipment would the firm recommend?
 - d. Does the firm verify that an item hasn't been previously deposited? If so, for how many prior days does duplicate detection service check?
 - e. Is there a limit on the number of checks that can be contained in a single deposit? How many checks would you recommend be processed in a single deposit?
 - f. What is the ledger cutoff time for items processed by RDC to receive same-day ledger credit?
 - g. Does your service allow for multiple batches to be scanned throughout the day and processed as a single deposit at the end of the day?

- h. How does a user select which account an RDC deposit will be made into (i.e., drop down menu, key entering account number, other)?
 - i. How and when will items not meeting acceptable image quality standards be alerted to the user?
 - j. How will VIT and HRCPII be notified of deposit adjustments for RDC items?
 - k. For how long are electronic check images of items deposited by RDC stored and available for viewing on the firm's website?
4. Lockbox Processing Services
- a. Describe the firm's experience providing lockbox services to tax-exempt entities.
 - b. Third-Party Process
 - i. Does the firm operate its own lockbox, or does it use the services of a third-party?
 - ii. 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.
 - iii. If there are service or quality issues, who would VIT call for resolution, the firm or the third-party processor? Provide contact information.
 - c. What type of lockbox solution are you proposing for VIT (wholesale, retail, wholeetail)?
 - d. Location
 - i. Where is your proposed lockbox located?
 - ii. How many employees are at this location?
 - iii. Is any of the data keying performed at a location outside of the United States? If so, where?
 - e. 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?
 - f. Describe the lockbox department's processing workflow. Include schematics or flow charts of the processing procedures and equipment used.
 - g. Payment Data File
 - i. How soon after the lockbox cutoff would daily lockbox files be available?
 - ii. Will files be available in the EDI 823 format?
 - iii. Can files include payment details for both lockbox and incoming ACH activity?
 - h. Lockbox Portal

- i. Describe the reporting capabilities of the firm's web-based lockbox portal.
- ii. How quickly after processing the daily work are images available for viewing?
- iii. What retention options are available for these images?
- iv. For a given day's lockbox activity, at what time of day can you report the total amount that will be credited to VIT's account?
- v. Do you offer any web-based document search and electronic archiving? If so, does the system allow searches on any data field?

5. Returned Item Processing

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

6. Availability of Deposits

- a. How does the firm determine and calculate availability of deposited items? Does the firm calculate availability by item or formula?
- b. Does the firm give immediate availability for on-us items?
- c. Provide a copy of the availability schedules the firm proposes to use for VIT and HRCPII.

7. Check Disbursements

- a. Does the firm offer payee positive pay?
- b. Is payee information a searchable field within the firm's online reporting system (i.e., can you enter "ABC Company", and any disbursement checks to "ABC Company" will be retrieved)?
- c. Can an e-mail notification be sent to specific users alerting them that there is an exception item to review? What other notification methods are available?
- d. At what time will VIT and HRCPII receive the information on exception items? How much time will VIT and HRCPII have to review discrepancies and notify the firm to accept or reject?
- e. What are the options for submitting check issuance information to the firm for positive pay services?

- f. Will the firm update the check issue record from the ISO20022 check print file or will a separate positive pay file needed to be provided?
- g. Does the firm confirm receipt of transmission files? If so, what options are available for VIT and HRCPII to receive confirmation?
- h. How and when is VIT and HRCPII notified if a file transmission fails?
- i. How quickly will transmission files of additional checks and/or recently voided items be available across the firm's platform (including branch tellers)?
- j. 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?

8. Outsourced Check Printing

- a. Describe the firm's experience providing check printing services.
- b. Would checks be printed in-house, or is this service outsourced?
- c. Can printed checks be sent to multiple locations, such as having a batch of checks delivered by overnight mail to VIT and HRCPII and others sent to individual check recipients?
- d. What is the location where checks will be printed and mailed?
- e. Will outsourced checks be mailed using bulk postage rates?
- f. Is there a limit on the remittance detail that can be included on the checks? Provide specifications.
- g. When does the firm need the check print instruction files payments to be made on a same-day, next-day and 2-day settlement? Indicate the times in the following table:

	Same-Day	Next-Day	2-Day
Deadline for ISO 20022 File Transmission			

9. Stop Payments

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

10. ACH Processing

- a. What ACH file transmission options are available?
- b. When does the firm need the file 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 ISO 20022 File Transmission			

- c. Confirm that the firm is willing to establish an ACH daily exposure limit of no less than \$5 million for VIT and \$2.5 million for HRCPII.
- d. What approvals would be needed to release a file that exceeded the daily exposure limit?
- e. Can transactions be added online for future processing dates? What is the firm's maximum retention for future dated transactions?
- f. Same Day ACH
 - i. Does the firm offer same day ACH capability?
 - ii. If so, how does the firm determine on what day to send the payment (date of receipt of payment file, payment date on file, other)?
- g. 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)	

- h. How are returned and rejected ACH transactions handled?
 - i. What information does the firm provide to assist in identifying returned and rejected ACH transactions?
 - ii. When is this information available?
- i. 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?

- j. 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.)
- k. How can VIT and HRCPII gain access to addenda information (i.e., CCD, CCD+ and CTX) for incoming ACH transactions?
 - i. Can this information be viewed online with current and previous day reporting, or does VIT and HRCPII need to download special EDI reports?
- l. For outgoing ACH transmissions, what options are available in providing vendors with addenda detail?
- m. Do you provide any account validation services to ensure the correct payee is paid? If not, what best practices would you recommend?
- n. Does the firm offer an ACH payables platform that can be used to securely store supplier payment data? If so, describe the system's capabilities and provide details about how suppliers would "enroll" and how information would be communicated to VIT and HRCPII.

11. Fraud Protection & Controls

- a. What controls are in place to protect against lost files, duplicate transmissions, and ACH file edits?
- b. Describe the firm's ability to block unauthorized ACH debits received. If the firm provides ACH debit filtering, what level of filtering can be applied (originator, originator and dollar amount, etc.)?
- c. With ACH debit blocking, can the firm provide reports to VIT and HRCPII of attempts to debit funds that have been automatically rejected?
- d. Does the firm offer ACH positive pay (ability to make pay/no pay decisions on unidentified transactions)? What is the timeframe for receiving exception information and providing a decision?
- e. Can accounts be designated "post no checks" to prevent any check from clearing? Is positive pay required?

12. Wire Processing

- a. Fill in the following table with the cutoff time for an outgoing domestic wire by origination method.

	Online	ISO20022 File Transmission
Outgoing Domestic Wire		

- b. Once the firm is in receipt of wire instructions, how long does it take the firm to send the wire?

- c. Does the firm release wires immediately or are they released by batch?
- d. Describe the system's security features. Can varying degrees of authorization be set (i.e., multiple authorizers, maximum dollar amounts, etc.)?

13. System Administrators

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

Banking Function	Yes / No
Create new user profiles	
Assign usernames 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	

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

14. Online Reporting System

- a. Describe the firm's experience working with other tax-exempt entities who use PeopleSoft as the ERP system.
- b. How soon after the cut-off date are the following items ready?

	Online	By Mail
Bank Statements		
Full Reconciliation Information		
Account Analysis Statement		

- c. Describe any recent or upcoming major upgrades to your online reporting system.
- d. What time is previous day information available?
- e. When will previous day BAI2 files be available to be downloaded via the firm's secure mailbox?

- f. What timeframes will current day BAI2 files be available to be downloaded via the firm's secure mailbox?
- g. Are incoming/outgoing ACH transactions and wires dated and time stamped? Will this detail be available to view through the online system?
- h. 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		
Voids/Stop Checks		
Images of Items Deposited Through RDC		
Images of Items Processed Through Lockbox		
Images of Returned Deposited Items		

- i. In what file formats can transaction data be downloaded?
- j. What technology options would you recommend VIT and HRCPII use for archiving historical check images?
- k. For historical images of disbursement checks that are accessible online, does the firm charge per image stored or per image accessed?
- l. Can historical images of checks be sent by transmission to VIT and HRCPII for archival purposes (i.e., a full fiscal year)? If so, describe.
- m. 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?
- n. Can electronic reports be scheduled to be generated automatically and e-mailed to designated users? Is there a cost for these automatically generated reports?
- o. Can the firm's online reporting system send e-mail alerts? Is there a cost for individual e-mails? If so, which e-mails incur a cost?
- p. Describe any software that will be needed to be installed on VIT and HRCPII computers to conduct banking activity (i.e., accessing the online system, downloading daily BAI2 files via the firm's secure mailbox, etc.).

- q. 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	
Decision of ACH positive pay items	
Reset a user's password	
Obtain balance reports	
Deposit an individual check	
Availability of soft token for multi-factor authentication	
Biometric log-on capability	

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

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

15. Reconciliation Services

- a. Does the firm offer full Account Reconciliation Program (ARP) services?
- b. Describe how reconciliation data would be made available to VIT and HRCPII.

16. Earnings Credit Rates

- a. Are you willing to link the earnings credit rate to a market index? If so, which index would you suggest?
- b. Will the firm set a floor for the earnings credit rate offered to VIT and HRCPII? What rate floor are you offering?
- c. Does a reserve requirement apply on balances?

- d. Will the firm assess any balance-based charge to VIT and HRCPII?
 - e. If the firm assesses a balance-based charge, what is the current charge for an entire year on a \$1,000,000 balance?
 - f. What is the firm's current earnings credit rate?
 - g. What earnings credit rate are you offering to VIT and HRCPII?
 - h. 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. Other Options for Bank Deposits
(If you are proposing more than one solution, please make sure each of the following questions is answered for each option.)
- a. What other collateralized options does the firm propose to use for VIT and HRCPII's bank deposits?
 - i. Provide the proposed rates.
 - b. Does a reserve requirement apply to any of the proposed options? If so, specify which.
 - c. Will the firm assess any balance-based charge to VIT and HRCPII?
 - d. If the firm assesses a balance-based charge, what is the current charge for an entire year on a \$1,000,000 balance?
 - e. Does the firm have the ability to establish a peg balance, with excess funds being automatically transferred to the selected collateralized option?
18. Account Analysis Statements
- a. Provide a sample analysis statement.
 - b. Can the Association for Financial Professionals (AFP) Service Codes be included on the analysis statement?
 - c. Provide a glossary defining all service descriptions used in your account analysis statements as part of the appendix to your response.
 - d. Are account analysis statements available online? How many prior months are available? Can the account analysis details be downloaded into Microsoft Excel?
19. Collateral Requirements
- a. Where will collateral be held?
 - b. Provide a sample of the collateral reports VIT and HRCPII will receive. Who sends these reports, and how frequently?

20. Daylight Overdrafts

- a. Describe the firm's policies concerning daylight balance overdrafts.
- b. Is wire transfer processing stopped when the intra-day limit is reached?

D. Merchant Card Processing Services

1. Confirm that the firm can meet each of the "required services" listed in Exhibit C, Section I. B, Merchant Card Processing Services.
2. What is your annual number of transactions and corresponding dollar amount processed by your firm across all clients for the year ending December 31, 2022?

	Processor Only	Processor with Responding Firm
Annual Number of Transactions		
Annual Dollar Volume		

3. Does the processor convey American Express transactions? If so, are there any minimum requirements (i.e., transaction value or volume)?
4. Does your firm support transactions processed through Authorize.net?
 - a. If not, do you have any other way to process payments initiated through the front-end application?
5. Is your organization, including all subcontractors and third-party processors, in compliance with all applicable Payment Card Industry Data Security Standard (PCI DSS) requirements?
6. Has the processor been certified as in compliance with PCI DSS requirements by a third-party assessor?
7. Describe the process and features of your program to assist merchants in becoming and remaining PCI compliant.
 - a. What is the fee?
8. Do you provide financial support in the event of a breach (often referred to as breach coverage)? If so, how much and at what cost to VIT and HRCPII?
9. Interchange Qualification
 - a. What process do you use to ensure that the transactions qualify for the lowest interchange category?
 - b. Do you provide any review of account activity to help identify opportunities to improve qualification rates?
10. Transaction Downgrades

- a. Do you offer any reports that would alert VIT and HRCPII of abnormal activity that is resulting in transactions being downgraded and processed at higher interchange rates?
 - b. When does VIT and HRCPII receive these alerts (i.e., real-time, after month-end, after quarter-end, or after a relationship review)?
11. What are the procedures to refund a payment when the card is not present?
12. What is the latest time you can receive card transactions for settlement on the next business day?
13. What information appears in the ACH addendum information to facilitate reconciliation?
14. Are Saturday/Sunday/Monday batches deposited separately or will they appear as a single lump deposit?
15. Confirm that interchange fees will be deducted at the end of the monthly cycle. If not, when will fees be deducted from the bank account?
16. Confirm that the processor's fees will be deducted at the end of the monthly cycle. If not, when will fees be deducted from the bank account?
17. Can VIT and HRCPII provide documentation in response to chargebacks online?
18. Can email alerts be set up when a chargeback occurs?
19. Online Reporting Functionality
 - a. Is transaction information available by:

Yes / No	
Merchant ID	
Batch	
Other (specify)	

- b. Confirm that the firm will provide detailed reporting on all card brand transactions (including American Express).
 - c. Describe the daily and/or monthly reconciliation reports available.
 - d. Can reports be downloaded into Excel?
 - e. Will the reports show details about all fees paid to card-issuing firms, card associations, and the payment processors? Provide sample reports.
20. How many employees will the firm permit to access the online reporting system with a unique log on identification? Is there a charge for additional users?

E. Standby Letter of Credit

1. Complete the table below:

Term	Annual Fee for Letter of Credit
1-year	
2-years	
3-years	

2. Outline any other fees associated with the letter of credit, including any upfront/commitment fee, legal fees, renewal fees, or any other expenses.

F. Control

1. Describe the firm's security environment. Specifically cover the physical and digital security and software safeguards that you have put in place to control access to funds transfer systems and client account information.
2. Describe the firm's security procedures for its information reporting system, both for access and information protection (e.g., RSA tokens, secure certification, soft tokens etc.).
3. Describe the backup and recovery capabilities in the event the proposed systems are unavailable. Who would VIT and HRCPII contact to initiate day-to day transactions if online capabilities and functionality are temporarily unavailable?
4. Discuss the firm's security environment related to cybersecurity. Specifically describe the cyber risks to which the proposed services may be exposed and explain your approach and response to protection against these risks. What are the firm's crisis communications plans in the event of a cyber-attack?
5. Describe the process and procedures for providing notification of technology changes, such as file content/structure, and new/modified data availability reporting changes to VIT and HRCPII.
6. List the types and amounts of insurance and bonding carried. Provide copies of the insurance certificates.
7. Does the firm maintain cyber liability insurance? If so, list the types and amount/limits carried.
8. Describe the firm's procedures for complying with the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) regulations. When was the last time an independent test of the firm's OFAC program was conducted by internal audit, outside auditors, consultants, or other qualified independent party?
9. Include a copy of the firm's most recent reports issued in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 18 for any processes or systems relevant to the services proposed by the firm, under this RFP.
10. Describe the firm's Contingency and Disaster Recovery Plan.

G. Implementation / Conversion

1. Provide a detailed conversion plan for transitioning each of the proposed services to your firm. Include the estimated length of time for the transition and the amount of effort required by VIT and HRCPII staff.
2. Who will be responsible for coordinating the transition for each of the proposed services?
3. 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 VIT and HRCPII employees in the use of your firm's systems.
5. Does the firm offer any file translation service that would allow VIT and HRCPII to send a file in its preferred/standard format and the firm reformats the file, if necessary, for processing?
6. Will the firm provide a secure testing site for testing of VIT and HRCPII's files and ERP applications?
 - a. Describe your process for setting up secure test and production environments and working with clients to conduct testing during and after implementation (as needed).

H. New Services & Ideas

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

I. Pricing & Account Analysis

1. Fill out the attached pricing pro forma.
2. In addition to filling out the attached pro forma, provide your proposed pricing in the firm's standard format.
3. For how long will the firm guarantee the proposed fees for this RFP?
4. Are there any charges that could not be paid using compensating balances in this way?
5. Are you willing to offer any transition or retention incentives?
 - a. If an incentive is a monthly fee waiver, please indicate when the fee waiver would apply (i.e., when the accounts are initially opened or when services are substantially implemented)?

J. References

1. Provide a minimum of at least four (4) current professional references who may be contacted for verification of your professional qualifications to meet the requirements set forth herein. Respond using the format below.

Reference #1	
Entity name	
Contact name	
Contact title	
Contact phone number	
Contact email	
Product/service provided	
Date(s) services were furnished	
Reference #2	
Entity name	
Contact name	
Contact title	
Contact phone number	
Contact email	
Product/service provided	
Date(s) services were furnished	
Reference #3	
Entity name	
Contact name	
Contact title	
Contact phone number	
Contact email	
Product/service provided	
Date(s) services were furnished	

Reference #4	
Entity name	
Contact name	
Contact title	
Contact phone number	
Contact email	
Product/service provided	
Date(s) services were furnished	

K. Sample Contract

1. Provide a sample of the proposed contract for your firm's services. Provide samples of all other documents which will need to be signed/entered into related to the provision of the services requested in this RFP including any documents referenced or incorporated into the contracts/agreements.
2. It is VIT and HRCPII's intent to incorporate the Request for Proposal and your firm's proposal response as part of the overall contract. Identify any sections of your proposal that you would not be able to incorporate into a contract with VIT and HRCPII and explain why. It is not acceptable to exclude the entire proposal.

Pricing Pro Forma

Pricing Pro Forma				
General Banking Services				
AFP Code	Service Description	Average Monthly Volume	Proposed Unit Cost	Total Monthly Cost
GENERAL ACCOUNT SERVICES				
010000	Account Maintenance	3		
010101	Credits Posted	205		
100220	Checks Deposited - On-Us	3		
100224	Checks Deposited - Transit	18		
100220	Wholesale Lockbox Deposited Item - On-Us	6		
10022Z	Wholesale Lockbox Deposited Item - Transit	120		
150100	Checks Paid	854		
100230	Checks Paid - Reject	2		
151352	Check Photocopy View or Print	3		
100400	Returned Deposited Item	1		
450020	Sweep Service Fee - Hard Dollar Interest Account	2		
010020	ZBA Master Account Maintenance	1		
010021	ZBA Subsidiary Account Maintenance	1		
REAL TIME PAYMENTS SERVICES				
999999	Real Time Payments Credit Transfer Received	14		
REMOTE DEPOSIT CAPTURE SERVICES				
100200	Remote Deposit Capture Monthly Maintenance - per Scanner	1		
100210	Remote Deposit Capture per Item - On-Us	17		
100212	Remote Deposit Capture per Item - Transit	166		
WHOLESALE LOCKBOX				
050030	Lockbox Deposits	22		
050000	Wholesale Lockbox Monthly Maintenance	1		
050100	Wholesale Lockbox Standard Item	126		
050530	Wholesale Lockbox Exceptions	2		
050520	Wholesale Lockbox MICR Repair	50		
050401	Wholesale Lockbox Data Transmission Maintenance	1		
050401	Wholesale Lockbox Data Transmission - per File	2		
050324	Wholesale Lockbox Remittance Report Monthly Maintenance	1		
05011R	Wholesale Lockbox Exception Item - per Image	4		
05011R	Wholesale Lockbox Image Maintenance	1		
059999	Wholesale Lockbox Image Archive - 1 Year	262		
05011R	Wholesale Lockbox Image Items Scanned	262		
059999	Wholesale Lockbox Correspondence Batch Maintenance	1		
059999	Wholesale Lockbox Non-Remittance Mail/No Payment	1		
050124	Wholesale Lockbox Data Capture - per Keystroke	12,594		
DISBURSEMENT SERVICES				
300000	ISO 20022 Payables Maintenance	2		
300112	ISO 20022 Payables File - per Transaction	766		
309999	ISO 20022 Payables File - per File	24		
300020	Outsourced Check Printing Maintenance (if in addition to ISO 20022 Payables Maintenance)	2		
309999	Outsourced Check Printing Per Check - Next Day	376		
309999	Outsourced Check Printing - Additional Pages	1		
309999	Outsourced Check Printing Per File (if in addition to ISO 20022 Payables per File)	8		
250000	ACH Monthly Maintenance (if in addition to ISO20022 Payables Maintenance)	2		
250102	ACH Item Originated via Transmission	216		
250501	ACH File Processing (if in addition to ISO 20022 Payables Per File)	8		
309999	Batch Wire Maintenance (if in addition to ISO20022 Payables Maintenance)	2		
350104	Outgoing Batch Domestic Wire	136		
350124	Outgoing Batch Book Transfer	31		
309999	Batch Wire File Processing (if in addition to ISO 20022 Payables Per File)	8		
ACH SERVICES				
250201	ACH Received Credit	553		
250200	ACH Received Debit	161		
251070	ACH Notification of Change	1		
250302	ACH Return Transaction	1		
251051	ACH Authorization Record	1		
251050	ACH Positive Pay Monthly Maintenance	3		
259999	UPIC Monthly Maintenance	1		
EDI SERVICES				
300020	EDI Monthly Maintenance - Receivables	1		
309999	EDI Receivables Transaction - per Transaction	600		
300020	EDI Reporting Maintenance	1		
300505	EDI Reporting - per Item	10		
WIRE TRANSFER SERVICES				
350300	Incoming Domestic Wire	116		

Pricing Pro Forma

350320	Incoming Batch Book Transfer	18		
350525	Incoming Drawdown Wire	12		
350541	Returned Wire Transfer	1		
350104	Online Outgoing Non-Repetitive Wire	1		
350100	Online Outgoing Repetitive Wire	2		
359999	Online Wire Monthly Maintenance	2		
POSITIVE PAY/RECONCILIATION SERVICES				
200010	Full Reconciliation Maintenance	2		
200110	Full Reconciliation - per Item	995		
151350	CD-ROM Maintenance	2		
151351	CD-ROM - per Item	399		
151353	CD-ROM - per CD	2		
151352	Online Check Images Stored	TBD		
151352	Online Check Images Viewed	TBD		
151200	Online Payee Positive Pay - per Image Viewed	3		
200200	Payee Positive Pay Input File	2		
150720	Positive Pay Exceptions	5		
150720	Payee Positive Pay with Recon Maintenance	2		
150122	Payee Positive Pay with Recon - per Item	399		
150600	Payee Positive Pay Output File	2		
150721	Check Block Maintenance	1		
INFORMATION SERVICES				
400110	BAI Transmission Maintenance - Prior Day	2		
400110	BAI Transmission Maintenance - Current Day	2		
400222	BAI Transmission - per Item	1,085		
400222	BAI Transmission - per Item (with enhanced transactional detail)	1,751		
409999	BAI Transmission - Per Previous Day File	42		
409999	BAI Transmission - Per Current Day File	42		
011000	Online Maintenance Fee - per Relationship	2		
400052	Online Previous Day Account Maintenance	8		
400271	Online Previous Day Items Loaded	1,806		
400055	Online Current Day Account Maintenance	6		
400275	Online Current Day Items Loaded	1,500		
151352	Online Images Retrieved	8		
150410	Online Stop Payment Maintenance	2		
150410	Online Stop Payment - 6-12 Months	6		
150410	Online Stop Payment - 1 Year	1		
INTERNATIONAL SERVICES				
600327	Check Drawn on Canadian Bank	1		
350300	Incoming International Wire	5		
350700	Outgoing Batch International Wire	11		
NEW SERVICES				
	Account Validation Service - Monthly Maintenance	TBD		
	Account Validation Service - Per Query (Account Status)	TBD		
	Account Validation Service - Per Query (Owner Authentication)	TBD		
ADDITIONAL SERVICES NECESSARY TO MEET CORE RFP REQUIREMENTS				
<i>Provide estimated volumes for each required service</i>				
TOTAL ANNUAL COST				
OPTIONAL SERVICES PROPOSED				

Pricing Pro Forma

Pricing Pro Forma			
Merchant Card Processing Services			
Service Description	Annual Volume	Proposed Unit Cost	Total Annual Cost
\$ VOLUME			
Visa	\$ 6,263,748		
Mastercard	\$ 2,005,169		
Discover	\$ 55,083		
American Express	\$ 2,938,550		
# OF TRANSACTIONS			
Visa	2,720		
Mastercard	1,106		
Discover	39		
American Express	374		
AVS Fee	TBD		
Chargeback Fee	TBD		
Monthly Relationship Fee (per Relationship)	1		
Monthly Fee (per Merchant ID)	2		
Online Reporting Fee (per Relationship / Month)	1		
Online Reporting Fee (per Merchant ID / Month)	2		
Online Reporting Fee (per User / Month)			
PCI SUPPORT PACKAGE			
Per Month / Per Merchant ID	2		
NON-PCI COMPLIANCE FEE			
Per Month / Per Merchant ID	-		
TOTAL ANNUAL COST			

EXHIBIT D

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA (Submit with RFP/IFB)

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID, FAILURE TO
INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2 an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized.

If this proposal for goods or services is accepted by VIT the undersigned agrees that the requirements of the Code of Virginia Section §2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. ☐ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

B. ☐ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's identification Number issued to it by the SCC is _____.

C. ☐ Offeror/Bidder does not have an Identification Number issued to it by the SCC such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

D. ☐ Bidder/offeror currently have a pending application before the SCC for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals (VIT reserves the right to determine in its sole discretion whether to allow such waiver)

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

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

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

RETURN THIS PAGE WITH COPIES OF DOCUMENTATION

EXHIBIT E
EXCEPTION PAGE
(Submit with RFP/IFB)

EXCEPTIONS:

Provider must sign the appropriate statement below, as applicable:

☐ Provider understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: _____

Signature: _____

☐ Provider takes exception to terms, conditions, requirements, or specifications stated herein

(Provider must itemize all exceptions below, and return with their bid/response):

Firm: _____

Signature: _____

Providers should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed “non-responsive”, risking the rejection of their submittal.

Bid/Proposal Results

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION
(Submit with RFP/IFB)

Trade secrets or proprietary information submitted by an bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the bid in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire bid document, line item prices, and/or total bid prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the bidder refuses to withdraw such a classification designation, the bid will be rejected.

[illegible]

EXHIBIT G
Request for Taxpayer
Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN, later*.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requestor for guidelines on whose number to enter.

Social security number								
				-			-	
Employer identification number								
			-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

EXHIBIT H
SWAM BUSINESS SUBCONTRACTING PLAN
(Submit with RFP/IFB)

All businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (SBSD) to participate in the SWAM program. Certification applications, including instructions, certification definitions, and required documents, are available through SBSD online portal at <https://www.sbsd.virginia.gov/certification/>

Bidder/Respondent Name: _____

Preparer Name: _____

Date: _____

Instructions

- A. If you are certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) as a Small, Woman, and Minority-owned (SWaM), Disadvantaged Business Enterprises (DBE), or Employment Services Organizations (ESO) business, complete only Section A of this form. This shall include SBSD-certified Historically Black Colleges and Universities, 8a, Economically Disadvantaged Woman-owned Small businesses, Service Disabled Veteran-owned, Federal Service Disabled Veteran-owned, and Minority-owned businesses when they have received SBSD business certification.
- B. If you are not certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) as a Small, Woman, and Minority-owned (SWaM), Disadvantaged Business Enterprises (DBE), or Employment Services Organizations (ESO) business and plan to subcontract part of this contract with a SBSD certified business, complete only Section B of this form.
- C. If you are not certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) as a Small, Woman, and Minority-owned (SWaM), Disadvantaged Business Enterprises (DBE), or Employment Services Organizations (ESO) business and cannot identify any subcontracting opportunities to subcontract part of this contract with a SBSD-certified business, only provide the information requested in Section C of this form.

Section A

If your firm is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) **check all that apply below:**

<input type="checkbox"/>	Minority Owned Business (MB)
<input type="checkbox"/>	Woman Owned Business (WB)
<input type="checkbox"/>	Micro Business
<input type="checkbox"/>	Service Disabled Veteran Owned Business (SDV)
<input type="checkbox"/>	Small Business (SB)
<input type="checkbox"/>	Employment Service Organization (ESO)
<input type="checkbox"/>	8A
<input type="checkbox"/>	Economically Disadvantaged Woman Owned Business (EDWOSB)
<input type="checkbox"/>	Federal Service Disabled Veteran Owned Business (FSDV)
<input type="checkbox"/>	Disadvantage Business Enterprises (DBE)
<input type="checkbox"/>	Airport Disadvantaged Business Enterprise (ACDBE)

Certification number: _____

Certification date: _____

Section B

Populate the table below to show your firm's plans for utilization of SBSD-certified businesses in the performance of this contract. This shall include SBSD-certified businesses that meet the Small, Woman, and Minority-owned (SWaM), Disadvantaged Business Enterprises (DBE), or Employment Services Organizations (ESO) business definition and have received the SBSD business certification. Include plans to utilize SBSD-certified businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Proposed SWaM Plan

Plans for Utilization of SBSD-Certified Businesses for this Procurement

Small Business Name & Address SBSD Certificate #	Applicable SBSD certifications: (See Section A for a list of SBSD- certifications)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Contract Involvement (estimated % of spend per SubContractor)	Planned Annual Contract Dollar Expenditure Amount
Totals \$					

Section C

Respond to how your business has met or exceeded at least two of the following indicators within the past 24 months. Your response may include any good faith efforts made regarding this procurement.

Good Faith Effort Indicators by the Bidder/Offeror

1. Identify areas of work your business has subcontracted to SBSD-certified businesses for other contracts. Include company names, dates, dollar amounts, and percentages on a per contract basis.
2. List research efforts conducted by your business in the past to locate SBSD-certified businesses by advertising in publications or in the classified section of the newspaper where small businesses are likely to see it. List specific publications and dates.
3. List SWaM business outreach meetings, conferences, or workshops conducted by your firm to locate SBSD-certified businesses—including the dates, participation numbers, and results.
4. Provide documented correspondence (i.e., certified mail, email, receipt of fax transmissions, etc.) to SWaM businesses from the lists provided by SBSD and other outreach agencies and organizations which indicates your solicitation of such for utilization of subcontracting opportunities on other contracts for which your business has competed.
5. List areas of work which your business has subcontracted with SBSD-certified businesses for upcoming contracts—including the name of the business, certification number, dates, dollar amounts, and percentages on a per contract basis.
6. Provide documentation of any assistance offered to interested SBSD-certified businesses in obtaining bonds, lines of credit, and/or insurance for any present or past contracts your business has in place.
7. Provide documentation of follow-up on initial contacts with SBSD-certified businesses (e.g., telephone call logs, emails, certified letters, etc.). Be sure to list the business name and dates of contact.

Exhibit I
Monthly SWAM Subcontractor Payment Report

**TO BE SUBMITTED MONTHLY WITH EACH PRIME CONTRACTOR'S INVOICE
TO AP AND PROCUREMENT**

PRIME CONTRACTOR'S NAME: _____

PROJECT NAME: _____

CONTRACT NUMBER: _____

MONTH ENDING DATE: _____

QUARTER ENDING DATE: _____

SWAM Sub-Contractor	Tax ID	Contract Amount	Amount Paid This Month	Quarterly Amt. Paid To Date	Contract Amt. Paid To Date	Type of Work	SWAM Cat.
Totals							

Legend for identifying the SWAM Category for the vendor payments being reported

- | | |
|-----------|----------------------------------------------------------|
| 1 | Minority |
| 3 | Small |
| 4 | Woman |
| 6 | DBE (Disadvantaged Business Enterprise) |
| 7 | SDV (Service Disabled Veteran) |
| 8 | Native American |
| 9 | Micro |
| 10 | HBCU (Historically Black College or University) |
| 11 | ESO (Employment Service Organization) |
| 12 | 8A |
| 13 | EDWOSB (Economically Disadvantaged Woman Owned Business) |
| 14 | FSDV (Federal Service Disabled Veteran) |
| 15 | ACDBE (Airport Disadvantaged Business Enterprise) |

The Prime contractor is responsible of ensuring SWAM certifications are valid.

A Certified SWAM search feature is available at <https://directory.sbsd.virginia.gov/#/>

Quarters end in March, June, September and December. Quarterly column must reset each quarter. Contract Amount Paid to Date is from inception of this contract. Amounts should coincide with amounts included in your current month invoice/payment request to The Port of Virginia. **A copy of this monthly subcontractor report is required to be sent to AP and Procurement.**

EXHIBIT J

Hazardous Substance Self-Disclosure

(Submit with RFP/IFB)

Company Name	
Company Representative	
Contact Information (phone and email)	

Provider must sign the appropriate statement below, as applicable:

List and attach the SDS for any chemicals or potentially hazardous substances that will be brought on port property while conducting business. If none please indicate below.

List any wastes (Non-Hazardous, Hazardous, & Universal) that will be generated while conducting business on the Port of Virginia Marine Terminals.

Waste Removal Company Name	Hazardous Waste EPA Identification Number (EPA ID)

Please refer to the link below; read and acknowledge the Port of Virginia's Schedule of Rates which contain the environmental requirements located at [portofvirginia.com](http://www.portofvirginia.com).

<http://www.portofvirginia.com/about/policies/po-terms-conditions/>

☐ Please check box to confirm you have read and understand the environmental requirements of the Port of Virginia. Please sign below certifying that the information in this document is accurate.

If there is a change which requires the use of potentially hazardous substances on terminal this form will need to be updated, submitted and reviewed by port environmental staff prior to returning to the terminal with those substances.

Authorized Signature

Company Representative

Date

EXHIBIT K

Vendor Data Sheet

The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Vendor's Primary Contact:
Name: _____ Phone: _____
3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
_____ Years _____ Months
4. Vendor Information: eVA Vendor ID or DUNS Number: _____
5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____
Phone: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

B. Company: _____ Contact: _____
Phone: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____
Phone: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

D. Company: _____ Contact: _____
Phone: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____