



Loudoun County, Virginia

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REQUEST FOR PROPOSAL

## BANKING SERVICES FOR THE CLERK OF THE CIRCUIT COURT

ACCEPTANCE DATE: Prior to 4:00 p.m., March 13, 2026, Local Time  
RFP NUMBER: RFQ 687996  
ACCEPTANCE PLACE: Department of Finance and Procurement  
Division of Procurement  
1 Harrison Street, SE, **1<sup>st</sup> Floor**  
**Procurement Bids and Proposals Drop Box**  
Leesburg, Virginia 20175

**PLEASE NOTE:**

- A. Documents related to this solicitation may be downloaded from the County's website: [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement).
- B. An optional Pre-Proposal Conference will be held virtually using Microsoft Teams on February 13, 2026, at 3:00 p.m. See the Microsoft Teams log in information provided below. To participate in the audio portion of this conference, please dial the number provided below and follow the prompts as designated. To participate by computer, connect to the link provided and follow the prompts as designated. *The purpose of the pre-proposal conference is to provide a high-level overview of the supplier registration process and online submission of proposals through iSupplier.*

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#### Dial in by phone

[+1 757-600-4923](tel:+17576004923), [111824534#](tel:+111824534) United States, Norfolk

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Phone conference ID: 111 824 534#

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Requests for information related to this Proposal should be directed to:

Steven Wilson, NIGP-CPP, CPPB  
Contracting Officer  
(571) 627-7473  
(703) 771-5097 (Fax)

E-mail address: [Steven.Wilson@loudoun.gov](mailto:Steven.Wilson@loudoun.gov)

This document can be downloaded from our web site:  
[www.loudoun.gov/procurement](http://www.loudoun.gov/procurement)

Issue Date: February 9, 2026

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN  
ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS  
SOON AS POSSIBLE .

REQUEST FOR PROPOSAL

BANKING SERVICES FOR THE CLERK OF THE CIRCUIT COURT

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Prepared By: s/Steven Wilson Date: February 9, 2026  
Contracting Officer

# **BANKING SERVICES FOR THE CLERK OF THE CIRCUIT COURT**

## **1.0 PURPOSE**

The intent of this Request for Proposal (RFP) is to obtain banking services for the Loudoun County Clerk of the Circuit Court's Office (the "Clerk's Office"). This RFP is issued by the County of Loudoun, Virginia (the "County"), on behalf of the Loudoun County Clerk of the Circuit Court (the "Clerk").

The Clerk, custodian of court-related County and Commonwealth of Virginia (the "Commonwealth") funds, is seeking proposals from qualified financial institutions interested in providing comprehensive banking services to the Clerk's Office for their primary operating and condemnation accounts.

The resulting contract shall cover the period from June 1, 2026, through May 31, 2028, or an equivalent period depending upon date of Contract award, with up to three (3) one (1) year renewal options.

The County intends to award one (1) contract as a result of this RFP.

## **2.0 COMPETITION INTENDED**

It is the County's intent that this RFP permits competition. It shall be the Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

## **3.0 BACKGROUND INFORMATION**

The Clerk, charged under Virginia law with more than 800 statutory duties, is elected by the citizens of Loudoun County, Virginia. The Clerk's Office offers a wide variety of services to the citizens of Loudoun County. Some of those services include the issuance of marriage licenses, recording of deeds and land documents, coordinating juror services for jury trials, probate of wills and estates, assisting judges with courtroom proceedings, managing court files and legal documents, and preserving historic court papers.

The Clerk's Office, located in downtown Leesburg, Virginia, collects fees and taxes for services performed by the Clerk's Office as well as collects court costs, fines, and penalties for offenses committed against the County and/or Commonwealth.

In fiscal year 2025, the Clerk's Office collected a total of \$106,337,634 in revenue.

The following are the 2025 average balances for the account that the Clerk's Office holds.

Primary Operating Account: \$10,919,380.

## 4.0 OFFEROR'S MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. All Offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for proposal to be deemed non-responsible and rejected.

The following criteria shall be met in order to be eligible for this contract:

- 4.1 Offeror shall provide a copy of the Certificate of Authority issued by the Virginia State Corporation Commission, indicating that the Offeror is authorized to operate as a financial institution in the Commonwealth of Virginia.
- 4.2 Offeror shall be a "Qualified Public Depository" as defined in §2.2-4400 *et seq.* Virginia Security for Public Deposits Act of the Code of Virginia with a capital structure sufficient to support deposits by the Clerk. Offerors shall provide documentation of any non-compliance within the last twelve (12) months as reported to the Commonwealth of Virginia Department of Treasury.
- 4.3 Offerors shall provide a list of their locations. Offerors shall have a local presence in Loudoun County, Virginia, with branches located throughout Loudoun County and a full-service branch in Leesburg, Virginia.
- 4.4 Offerors shall be a member of the Federal Deposit Insurance Corporation (FDIC) and shall not be on the FDIC "Problem Bank List". Offerors shall provide a copy of their FDIC certificate.
- 4.5 Offerors shall provide proof of at least five (5) years of similar governmental banking experience by completing Attachment #1: References.

## 5.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. Offerors shall address each of the topics listed below, verifying their firm's ability to provide the specific services. Topics shall be addressed in the order listed in line with the instructions outlined in Section 9.0 contained herein. Failure to include any of the requested information may be cause for the proposal to be considered non-responsible and/or outright rejected.

### 5.1 General

- A. Contractor shall provide professional and reliable banking and related accounting services pursuant to the specifications contained herein.
- B. All services shall be provided on an as-needed basis to the sole satisfaction of the Clerk.
- C. The Clerk's Office observes normal business hours from 8:00 a.m. to 4:00 p.m. EST/EDT\*, Monday through Friday, except for legal and County Government observed holidays.

*\*Any reference to hours in this document shall refer to Eastern Standard Time (EST) or Eastern Daylight Saving Time (EDT), whichever currently is in effect in Washington, DC.*

*Contractor shall verify observed holidays by contacting the County Contract Administrator.*

- D. The Clerk's Office conducts business in the County's Courts Complex located at 18 East Market Street in Leesburg, Virginia 20175.
- E. The Clerk's Office requires the banking services currently being provided:
  - 1. Office of the Clerk of the Circuit Court Account
    - a. The Clerk' Office currently maintains one (1) interest bearing demand deposit business checking account for the Clerk's Office.
    - b. This is the primary depository account for the Clerk's Office.
  - 2. Activity Levels for Current Bank Accounts
    - a. Clerk's Office Primary Depository Account
      - i. Average statement balance for Fiscal Year 2025 was \$10,919,380.
      - ii. In Fiscal Year 2025, the Clerk's Office issued 1,832 checks.
      - iii. Two (2) regular deposits, consisting of cash and check, are made on a daily basis to the Clerk's Office's primary depository account. The first daily deposit typically contains between 10-30 checks, while the second daily deposit contains roughly between 30-100 checks.  
  
The amount of coin deposit is generally less than a dollar per deposit.
      - iv. Approximately twenty (20) Automated Clearing House (ACH)/Electronic Funds Transfer (EFT) deposits are received daily.
      - v. Approximately six (6) wire transfers are transmitted from the Clerk's account monthly to the County of Loudoun.
      - vi. Approximately one (1) daily outgoing ACH/EFT transmitted to Virginia State Treasury.
- F. Contractor shall conduct all activities/services according to all applicable federal, state, and local laws, rules, and regulations for the duration of its relationship with the Clerk's Office. It is incumbent on

the institution to be knowledgeable of all laws, regulations, and standards applicable to Virginia local governments.

- G. Contractor shall maintain all applicable federal, state, and local government registrations and must remain in good standing with the Commonwealth of Virginia, as may be required by law or regulation.
- H. The Clerk's Office reserves the right to terminate its banking relationship or agreements, or otherwise withdraw funds from any banking institution doing business with the Clerk's Office as a result of this RFP, at any time, for the convenience of the Clerk's Office, without penalty or recourse.

## 5.2 Deposit Requirements

- A. Contractor shall deposit, at a minimum, two (2) or more deposits daily, all receipts received in the Clerk's Office with the selected Contractor at a Leesburg branch location. Deposits will include a combination of cash, coin, and non-encoded checks.
- B. Deposits shall be accepted at any branch of the selected Contractor located within Loudoun County, with the primary depository being at a Leesburg branch.
- C. Contractor shall be able to accommodate multiple ACH deposits during normal business hours. This account will receive multiple ACH deposits from e-file\* vendors, merchant services vendors, and government vendors on a daily basis.

*\*The Clerk's Office allows clients who submit deeds and other legal documents for recordation to submit these legal documents in electronic format. Clients submitting legal documents in electronic format will also submit payment for relevant taxes and fees in electronic format through a third-party vendor. The process by which legal documents are electronically submitted is referred to as "e-file".*

- D. Contractor shall process all deposits each business day before 3:00 p.m.
- E. Contractor's deposit protocol shall permit timely notification of any deposit discrepancies so that the Clerk's Office can process any necessary adjustment or corrections by the close of business.
- F. Contractor shall verify that all deposits have been processed by 10:00 p.m. on the same business day that deposit was received.
- G. Contractor shall not change or modify any deposit without notification to and permission by the Clerk's Office.

## 5.3 Authorized Account Signatories

- A. Clerk's Office shall designate up to four (4) representatives who shall have signatory authority on all Clerk's Office accounts. These

representatives shall have the authority to modify, access, or resolve any account changes.

- B. Clerk's Office shall designate an additional three (3) representatives who shall not have signing authority but shall have the authority to resolve any account issues that do not require an authorized signature.
- C. Authorized account signatories shall be updated, beginning January 1st of each year.

#### 5.4 Account Statements

- A. Contractor shall provide monthly month-end account statements for the Clerk's Office business checking account, as well as all other specialized accounts, by the fifth (5<sup>th</sup>) business day of each month following the statement period, either by mail or online.

Account statements shall include images, both front and back, of all checks that cleared the account.

- B. Contractor shall provide online imaging of all Clerk's Office produced and cleared checks.

The online imaging system should be a web-based process which is available to the Clerk's Office. This online imaging system shall be available to the Clerk's Office for a minimum of three (3) years after termination of the Contract.

- C. Analysis Statements are not available for the Clerk's Office accounts.

#### 5.5 Account Requirements

- A. Contractor shall provide appropriate and relevant documentation of any account and/or deposit discrepancies to the Clerk's Office via email or facsimile on the same business day before 3:00 p.m. The Clerk's Office Accounting Division will review the discrepancy and promptly call the bank to provide direction for the resolution.
- B. No service charges shall be assessed by the Contractor on any Clerk's Office account(s). Any normal fee that is shown in the schedule of fees will be waived, including but not limited to: account summaries, stop payments, wire transfers, account transfers, multi-user online access, research requests, and returned deposit items.
- C. Contractor shall set all stop payment items to "never expire" without any requirement that the Clerk's Office will have to renew this arrangement. Contractor shall be responsible for any loss of revenues and/or collections and penalties and/or damages as a result of any checks that clear the account that have a stop payment in place.
- D. Contractor shall accept returned deposit items for a second redeposit on all Non-Sufficient Fund (NSF) items.

E. Wire Transfer and ACH Processing

1. Contractor shall allow for both incoming and outgoing wires for the Clerk's Office primary depository account via an online system; however, if for any reason the Clerk's Office cannot execute the wire transfer via the online system, the Contractor shall accept verbal wire transfer requests by the Clerk or another signatory designee. Note: The Clerk's Office is seeking the ability to perform a wire transfer verbally via phone in the event the Clerk's Office cannot execute the wire transfer via the online system. This shall be done with security measures in place, i.e. a PIN, password, etc. for verification purposes along with the normal verification questions asked to conduct a banking transaction via phone.
2. Contractor shall make ACH or wire payments via an online method for Clerk's Office payments to Loudoun County Government at no additional charge.
3. ACH or wire payment requests, both online and verbal, may be initiated by a non-signatory representative of the Clerk's Office, but must be approved by a signatory representative of the Clerk's Office before ACH or wire payment can be issued.

F. Once initial accounts are established, all new accounts and signature card updates shall be processed via Contractor-provided courier service.

G. Contractor shall provide the Clerk's Office with daily access to online account information to monitor and review previous day activity, current activity, and current day detailed ACH activity by 9 a.m. each business day.

5.6 Online Services

A. Contractor shall provide online access to bank accounts, including the ability to search transaction details, transfer funds, complete incoming/outgoing ACH transactions, and the ability to stop payments on checks. The system must be secure, easy to use, and web-enabled.

5.7 Supplies

A. Bank Bags

1. Contractor shall provide twelve (12) zipper bank bags to the Clerk's Office, at no charge, to use for securing funds being collected within the Clerk's Office each day.
2. Contractor shall also provide two (2) locking bank bags, at no charge, for securing funds being deposited at the branch location. Locking bank bags must provide a lock or security device that ensures any bag being transported by the courier cannot be opened until the bag is delivered to the bank teller

designated at the bank branch. One (1) locking bag will be sent to the bank each day, and one (1) locking bag will be returned to the Clerk's Office each day.

B. Checks

1. Contractor shall have the ability to provide the Clerk's Office with printed checks, at no charge or at a fair and reasonable cost. Checks shall be in accordance with specifications and design furnished by the Clerk's Office.

C. Deposit Tickets

1. Contractor shall supply pre-printed deposit tickets for all accounts at no charge.

5.8 Courier Services

- A. *The Clerk's Office requires a daily courier service.* Contractor shall provide a bank employee or insured courier to retrieve daily deposits from the Clerk's Office between 11:30 a.m. and 2:00 p.m. each business day.

**NOTE:** Courier shall be required to enter the County's Courts Complex through a security checkpoint. The courier will meet with the Clerk's Office Accounting staff located on the 3<sup>rd</sup> floor of the Courts Complex. Courier shall be required to sign a daily pick-up log maintained by the Clerk's Office.

All persons entering the Courts Complex will be searched, and all bags and other items will be passed through an x-ray machine. Weapons are prohibited inside the Courts Complex. Cameras, including cell phones with cameras, video cameras, and photographic, recording, or similar equipment are prohibited inside the Courts Complex.

- B. Contractor shall be required to provide the names, employee numbers or badge numbers, if applicable, of all Contractor employees or insured courier(s) who will serve as the Contractor's courier. Contractor employees who serve as couriers must present photo identification, which the Clerk's Office will use to check against the list of authorized couriers provided by the Contractor. If the name of the courier does not appear on the list of names provided by the Contractor, the Clerk's Office will not release the deposit to the courier, and the Contractor shall be required to replace courier services immediately upon notification from the Clerk's Office or the courier.
- C. Contractor shall provide courier service at no charge to the Clerk's Office.
- D. Third party courier must be insured and bonded. Coverage shall include lost or destroyed deposit items, theft, accident, medical emergency and any other circumstances including Acts of God.

- E. In terms of volume, there are normally two (2) deposits. One (1) smaller deposit with anywhere from a small amount of cash to a large amount (the largest amount of cash to deposit in recent history was \$25,000 in paper cash, on occasion there is a very large coin deposit, and the largest amount in recent history was \$407); and one (1) larger deposit that normally consists more of checks, and cash less than \$1,000. Coins deposited are normally less than \$1.00 in each deposit.

#### 5.9 Customer Service and Communications

- A. Contractor shall provide an officer of at least a Vice President level to act as the primary liaison between the Clerk's Office and the bank. This officer shall be responsible for conflict resolution between the Clerk's Office and the bank. Contractor shall provide direct contact information for the officer to be assigned to include, but not limited to telephone, mobile phone number, email and fax. Contractor shall also provide a secondary liaison in the event that the primary liaison is unavailable due to vacation, illness, work schedules, power/technology/telephone system outages and other circumstances beyond the control of the Clerk's Office. Contractor shall provide the telephone number, mobile phone number and email address of the secondary liaison to the Clerk's Office.
- B. Contractor shall provide, at no cost, research related to reconciliation problems, bank generated adjustments and paid checks.
- C. Contractor shall respond to any inquiries by the Clerk's Office no later than 4:00 p.m. on the same day the inquiry was made; or, the next business day by 9:00 a.m., if the inquiry was made after 3:00 p.m.
- D. The Clerk's Office will communicate with the bank via phone, email and/or fax communications. The normal business hours for the Clerk's Office are 8:00 a.m. to 4:00 p.m. daily. All verbal communications will take place during normal business hours. There may be an occasional email sent beyond normal business hours. All Clerk's Office email addresses will be displayed in the following format: `firstname.lastname@loudoun.gov`.
- E. Contractor shall provide on-site training to all necessary Clerk's Office staff for all online banking services.

#### 5.10 Cash and Coin Processing

- A. The Clerk's Office may need to request change or currency orders, and will provide ample time for order to be processed. Typical change order is under \$200.00.
- B. Contractor shall provide a means of acquiring daily change for the Clerk's Office. Providing change shall be accomplished through the courier or a representative from the Clerk's Office will visit a local branch of the bank if the local branch is located within walking distance of a one (1) block radius to the Courts Complex located at 18 East

Market Street, Leesburg, Virginia. Change shall be acquired by the Accounting staff at that branch.

5.11 Interest and Fees

- A. All accounts opened by the Clerk's Office should be set up in an interest bearing account. Interest should be paid monthly, quarterly, or annually, based on the type of account that is established.
- B. Contractor shall waive any and all fees on any Clerk's Office account that is established by the Clerk's Office. Any fees that are assessed shall immediately be refunded by the Contractor. The Clerk's Office will make every effort to notify the Contractor promptly if fees are assessed.

5.12 Optional Services

A. Specialized Accounts

The Clerk's Office manages and maintains other specialized accounts as ordered by the Court or in the overall management of Clerk's Office funds. The Clerk's Office must ensure that these funds earn a reasonable interest rate while funds remain in the custody of the Clerk's Office. Each sum of money provided must be invested in a unique and individual bank account.

Contractor shall offer the best possible interest rate for funds held in the following types of accounts, and shall propose interest rates for the following types of accounts and terms, or other terms as requested:

1. Money Market Account;
2. Three (3) month CD;
3. Six (6) month CD;
4. Nine (9) month CD;
5. 12 month CD; and
6. 18 month CD.

**Offeror shall advise if their firm is able to match competitive interest rates offered by other banks or if their firm does not offer an interest rate matching program. Offeror shall provide this information in its response to the RFP.**

B. Overnight Sweep Investments

1. The Clerk *may* authorize an "Overnight Investment" system for the short-term sweep of excess funds based on offering and market conditions. The Contractor shall automatically handle the overnight and weekend investment of the Clerk's Office's excess cash above minimum daily balance requirements, if applicable, through the use of Repurchase Agreements or other investment vehicles.

2. All interest earned on overnight investment shall be automatically credited to the Clerk's Office account.
3. A monthly detail report shall be provided to the Clerk's Office listing daily transactions, principal value, interest rate, and dollar amount earned.

5.13 Kick-Off Meeting

Participate in a Kickoff Meeting hosted by the County upon award of the Contract.

## **6.0 SPECIAL TERMS AND CONDITIONS**

6.1 Depository Insurance

- A. All accounts established under this Contract shall be federally insured up to the maximum allowable by law.
- B. For audit purposes, the Clerk's Office may request documentation or some other reasonable means to substantiate the Contractor's FDIC status.

6.2 Transition of Services

- A. The Contractor shall work with the Clerk's Office and the current banking services provider(s) to ensure a smooth transition of services following the award of a Contract or Agreement for banking services.
- B. The Contractor shall be responsible for all transition costs that may occur as a result of, including, but not limited to, the conversion of existing images, loading of files, and other relevant transition protocols.
- C. At the termination of the Contract, the Contractor shall provide any requested files, reports, or documents, within one (1) week or as otherwise requested by the Clerk's Office, as necessary to help ensure a smooth transition to a new banking services provider.

6.3 Change in Bank Structure

The Contractor shall notify the Clerk's Office of any plans to merge with another bank or participate in a consolidation/acquisition plan with another bank within forty-five (45) days of the Contractor's intention to pursue a merger, consolidation, acquisition, and/or dissolution.

## **7.0 TERMS AND CONDITIONS**

The Agreement for Service ("Contract" or "Agreement") with the successful Offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the County Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different

language with their proposal. Failure to both identify with specificity those terms and conditions Offeror takes exception to or seeks to amend or replace as well as to provide Offeror's additional or alternate Contract terms may result in rejection of the proposal. **While the County may accept additional or different language if so provided with the proposal, the Terms and Conditions marked with an asterisk (\*) are mandatory and non-negotiable.**

7.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Clerk or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Clerk or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Division of Procurement and the Contractor.

7.2 Term

The Contract shall cover the period from June 1, 2026, through May 31, 2028, or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to three (3) additional one (1) year periods. Any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months. Any increase in prices or rates after the initial term or any renewal term shall be mutually agreed upon by the parties.

7.3 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times of status of parties' agreement. If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. Should the Contractor fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to make a timely replacement of rejected items/services when so required, the County may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Contractor shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

7.4 Material Safety Data Sheets

INTENTIONALLY DELETED.

7.5 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

#### 7.6 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

#### 7.7 Insurance

- A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.
- B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:
  - 1. Workers' Compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
  - 2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.
- C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
1. Workers' Compensation:
 

Coverage A:	Statutory
Coverage B:	\$100,000
  2. General Liability:
 

Per Occurrence:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations:	\$2,000,000
aggregate	
Fire Damage Legal Liability:	\$100,000

**GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis**
  3. Automobile Liability:
 

Combined Single Limit:	\$1,000,000
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- D. The following provisions shall be agreed to by the Contractor:
1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
  2. Liability Insurance "Claims Made" basis:
 

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

    - a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive

date" no later than the beginning of the Contractor's work under this Contract, or

- b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
4.
  - a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
  - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
5.
  - a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
  - b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
  - c. Any certificates provided shall indicate the Contract name and number.
6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured

status must be presented to the County along with a copy of the Endorsement.

7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.
- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

#### 7.8 Hold Harmless

The Contractor shall indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys' fees and costs related to the claim. This section shall survive the Contract. The County is prohibited from indemnifying Contractor and/or any other third parties.

#### 7.9 Safety

All Contractors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

#### 7.10 Permits

INTENTIONALLY DELETED.

#### 7.11 Notice of Required Disability Legislation Compliance \*

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

#### 7.12 Ethics in Public Contracting \*

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 *et seq.*), the Virginia Governmental Frauds Act (§ 18.2-498.1 *et seq.*) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

#### 7.13 Employment Discrimination by Contractors Prohibited \*

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Contractor agrees as follows:
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran, status as a military family, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient to meet this requirement.

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

7.14 Drug-free Workplace \*

Every Contract over \$10,000 shall include the following provision:

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

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

7.15 Prohibition of Forced or Indentured Child Labor \*

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Contractor certifies and agrees to: (i) the prohibition in use of forced or indentured child labor in the performance of the Contract, and (ii) include the provisions of the foregoing clause in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- B. For the purposes of this section, "forced or indentured child labor" means all work or service (i) exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person

does not offer himself voluntarily or (ii) performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

7.16 Faith-Based Organizations \*

The County does not discriminate against faith-based organizations.

7.17 Immigration Reform and Control Act of 1986 \*

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

7.18 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

7.19 Condition of Items

INTENTIONALLY DELETED.

7.20 Workmanship and Inspection

INTENTIONALLY DELETED.

7.21 Exemption from Taxes \*

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

7.22 Ordering, Invoicing, and Payment

INTENTIONALLY DELETED.

7.23 Payments to Subcontractors \*

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

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

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

#### 7.24 Assignment \*

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

#### 7.25 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

##### A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

##### B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

D. The Contractor shall provide one-hundred and eighty (180) day notice to the County if it intends to terminate the Contract. Notice of proposed termination shall be accomplished through one (1) or all of the following means of correspondence:

1. Email to the Clerk's Office signatories on the account(s).
2. Written notice delivered to the Clerk's Office's primary place of business.

Upon receipt of notice of proposed termination, the Clerk's Office shall confirm the validity of the notice by contacting the President/CEO of the Contractor.

7.26 Contractual Disputes \*

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

7.27 Severability \*

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the

remaining provisions shall continue to be valid, binding and in full force and effect.

7.28 Governing Law/Forum \*

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

7.29 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO CONTRACTOR:**

TBD

**TO COUNTY:**

County of Loudoun, Virginia  
Division of Procurement  
Attn: Steven Wilson

Via delivery method (a) or (b):

1 Harrison Street, SE, 4th Floor  
Leesburg, VA 20175

**Or**

Via delivery method (c):

P.O. Box 7000  
Leesburg, VA 20177

*Due to restrictions, public access to County facilities is extremely limited. The mailing or delivery by an agent of notices is preferred. However, if a notice is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, Virginia 20175 ONLY in the **Drop Box labeled: Procurement Bids and Proposals** between the hours of 8:30 a.m. and 5:00 p.m.*

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

7.30 Licensure

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

7.31 Authority to Transact Business in Virginia \*

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act, Sections 2.2-4300 *et seq.* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

7.32 No Smoking

INTENTIONALLY DELETED.

7.33 Background Checks

The Contractor shall obtain background checks on all personnel who will be assigned to County buildings working in any capacity including supervision. The background check **MUST** be completed and received by the County Contract Administrator before any personnel can work on County property.

The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. It is recommended that the Contractor keep on file with the Contract Administrator a list of persons who may work at County properties so that replacements can be quickly made. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Agreement. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of County property and the Contractor may not bill the County for any hours worked. No one with a felony conviction may be employed under this Agreement. The Contractor **MUST** remove any employee from County service who is convicted of a felony during his or her employment. After initial background checks have been made, they must be done annually for any person working at County sites after one (1) year. Failure to obtain background checks as specified can result in termination of the Agreement.

7.34 Confidentiality

A. Contractor Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

**B. County Confidentiality**

The County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. The Contractor acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 *et seq.* and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

**7.35 Counterparts**

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with

the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

7.36 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), epidemic, pandemic, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this Contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing that party from, or delaying that party in performing its obligations under this Contract and that party must use its reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract.

An event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the Contract price during an event of Force Majeure; and (2) any delay costs in any way incurred by the Contractor due to an event of Force Majeure.

7.37 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, and Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

7.38 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

## 8.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

The criteria set forth below will be used in the receipt of proposals and selection of the successful Offeror.

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The Offerors submitting proposals shall include with that proposal statements on the following:

- 8.1 Demonstrated banking service capabilities and understanding of the Clerk's needs, as depicted herein. (40 points)
- 8.2 Comparable experience of firm and key staff in governmental banking activities. (30 points)
- 8.3 Consideration/Compensation. (20 points)
- 8.4 Miscellaneous (10 points):
  - A. Completeness and clarity of proposal;
  - B. Availability of key staff for consultation;
  - C. Bank location; and
  - D. Interview.

The PAG will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interviews with only the top ranked Offerors, usually the top two (2) or three (3) depending upon the number of proposals received. Negotiations shall be conducted with Offerors so selected. The PAG may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

## 9.0 PROPOSAL SUBMISSION FORMAT

Offerors are to make written proposals that present the Offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may result in the loss of points or the proposal will be deemed incomplete and rejected.

- 9.1 Proposal Response Table of Contents
- 9.2 Completed and signed proposal submission form
- 9.3 Required forms and documents:
  - A. W-9 form
  - B. Certificate of Insurance
  - C. Proof of Authority to Transact Business in Virginia form
  - D. Addenda, if applicable
- 9.4 Minimum Qualifications
  - A. Statement of compliance and backup documentation supporting that:

1. Firm is a Qualified Public Depository (Section 4.2)
2. Firm has a local presence in Loudoun County, with a full-service branch in Leesburg, Virginia. (Section 4.3)
3. Firm is a member of the FDIC. (Section 4.4)

B. Attachment #1: References (Section 4.5)

Provide a list of five (5) public/government agencies for which your company has provided similar services over the last five (5) years. A minimum of three (3) of the references shall be current clients, and the remaining two (2) may be former clients. Include in your list: Client (contact person name, title, full address, email, and telephone number of a reference); period of performance; value of contract; position recruited, services offered and results. The County may contact these firms for references. Failure to include references may be cause for rejection of proposal as non-responsible. Firm hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

9.5 Executive Summary

9.6 Demonstrated banking service capabilities and understanding of the Clerk's Office's needs, as depicted herein

- A. Provide a detailed description of the services to be provided, addressing each of the topics listed in the Scope of Services. Provide examples, if available.
- B. Clearly state your ability to meet or exceed each item and any alternative solutions.
- C. Clearly indicate if any services will be provided by third parties. Provide detailed information for each third party/subcontractor being proposed. The County reserves the right to reject the successful Offeror's selection of subcontractor for good cause. If a subcontractor is rejected, the Offeror may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.
- D. Offerors are encouraged to provide a description of any additional services available that would enhance the Clerk's Office's banking or investment management process. Such initiatives should include such things as innovation, flexibility, control, communication, problem solving, customer service, cost, and relationship management.

9.7 Qualifications and comparable experience of firm and key staff in governmental banking activities

- A. Briefly describe your bank's history, ownership, organizational structure, location of its management, and licenses to do business in

the Commonwealth of Virginia, demonstrating the qualifications of your firm.

- B. Describe in general your bank's regional, statewide, and local service capabilities.
- C. Provide a copy of your firm's most recent audited financial statements.
- D. Provide and identify the names, experience, qualifications, and applicable licenses held by the individual(s) primarily responsible for servicing the County and any other person(s), whether as employees or subcontractors, with specialized skills that would be assigned to service the County.
- E. Provide your firm's current/past performance in similar activities. Demonstrate your firm's experience with public/governmental agencies.

#### 9.8 Compliance with Terms and Conditions

- A. State your firm's compliance with the Contract Terms and Conditions as listed in Sections 6.0 and 7.0. Specifically list any deviations.
- B. Submit copies of any supplemental agreements or documents that contain any terms and conditions that will be requested to be incorporated in the overall Agreement (e.g., direct deposit agreement, wire transfer agreement, etc.), including copies of any signature cards that contain terms and conditions. These agreements are an integral part of the resulting Contract and will be reviewed by the Division of Procurement and the County Attorney's Office. Changes will be negotiated prior to award of Contract. **(NOTE: any terms and conditions in the Offerors' agreements or documents that conflict with the County's terms and conditions contained herein or the requirements of the Code of Virginia shall be modified or removed and should be done so prior to submission by Offeror.)** An electronic editable version of all supplemental agreements or documents must be provided with your proposal for legal review by the County Attorney's Office. The County does not guarantee the incorporation of those agreements or documents into the final Contract(s).

#### 9.9 Consideration/Compensation

- A. Using **Attachment #2: Compensation/Interest Rate Submission Form**, provide the interest rate calculation that would be used for the interest-bearing primary depository account.  

The interest calculation shall equal the effective federal funds rate plus/minus a fixed basis point for the full term of the contract.
- B. Provide timeframe for monthly bank statement cutoff, delivery date, and posting of interest. Describe how interest will be calculated and credited on all accounts.

**Note:** No service charges shall be assessed by the Contractor on any Clerk's Office accounts. Any normal fee that is shown in a schedule of fees for banking services shall be waived, including but not limited to: account maintenance, summaries, stop payments, wire transfers, account transfers, multi-user online access, research requests, returned deposit items, etc. Offeror's fixed basis-point offer shall consider all direct, indirect, general and administrative costs and profit associated with providing the services specified herein.

## 10.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

### 10.1 Preparation and Submission of Proposals

- A. Before submitting a proposal, read the **ENTIRE** solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve an Offeror of its contractual obligations.
- B. Pricing must be submitted on the provided pricing form only. Include other information, as requested or required.
- C. All proposals shall be signed by the individual or authorized principals of the firm.
- D. All attachments to the RFP requiring execution by the Offeror are to be returned with the proposal.
- E. Offerors may submit either a physical (hard copy) response or an online electronic response to this solicitation as provided in the instructions below. If the County receives both an online electronic submission and a physical (hard copy) submission for the same solicitation, then the online electronic proposal shall take precedence over the physical (hard copy) submission, unless the Offeror specifically states otherwise in their response.
- F. *Instructions for Submitting a Physical (Hard Copy) Proposals*
  1. All physical (hard copy) proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening, the title of the RFP, the name of the firm, and the firm's complete return address.
  2. Physical (Hard Copy) Proposals may be submitted via one of the following options:

**US Mail to:**

County of Loudoun, Virginia  
Division of Procurement  
P.O. Box 7000  
Leesburg, Virginia 20177-7000.

**OR**

**Hand delivered to:**

County of Loudoun, Virginia  
Division of Procurement  
1 Harrison Street, S.E. 1st Floor  
**Procurement Bids and Proposals Drop Box**  
Leesburg, Virginia 20175

**OR**

**Private carrier (UPS/FedEx) to:**

Loudoun County Procurement  
1 Harrison Street, S.E.,  
**ATTN: PROCUREMENT BIDS & PROPOSALS**  
Leesburg, Virginia 20175

**Please note:** Offerors choosing to submit proposals via US Mail or UPS/FedEx should allow at least an additional twenty-four (24) hours in the delivery process to ensure proposals are received on time. Overnight delivery does not guarantee that the proposal will be delivered to the appropriate location prior to the Acceptance Date and Time.

3. Failure by an Offeror to address and label their submission in accordance with the requirements of this section may result in submission being delivered to an incorrect location which will ultimately result in rejection for late submission.
4. Each firm shall submit one (1) original physical hard copy and one (1) electronic copy (in PDF format) on a USB flash drive, of their proposal to the County's Division of Procurement as indicated on the cover sheet of this RFP.

G. *Instructions for Submitting Online Electronic Proposals*

1. Electronic submissions may be submitted through the County's iSupplier system. Offerors can access iSupplier by clicking [https://ebsprdex.loudoun.gov/OA\\_HTML/AppsLocalLogin.jspx](https://ebsprdex.loudoun.gov/OA_HTML/AppsLocalLogin.jspx) here: **Faxed and/or e-mailed proposals will not be accepted.**
2. Registration and access to iSupplier is free. iSupplier registration is **MANDATORY** to submit an online electronic response. To learn more and register, please visit <https://www.loudoun.gov/926/BiddersSuppliers-Registration>. iSupplier account set-up, approval, and/or updates may take up to **five (5)** business days. Offerors should confirm their ability to access and use iSupplier well in advance of the solicitation Acceptance Date and Time to allow sufficient time to request technical support, if needed.

3. Offerors must acknowledge and accept the County's Online Submission Terms and Conditions prior to submitting an online response.
4. Guides for registration and submitting an online electronic proposal using iSupplier are available on the County's website at <https://www.loudoun.gov/926/BiddersSuppliers-Registration> . These guides provide detailed instructions for online electronic proposal submission.
  - a. iSupplier Registration: Loudoun iSupplier Guide
  - b. Instructions for submitting online electronic proposals: iSupplier Guide for Suppliers – Sourcing (Solicitations/Bid Opportunities)
  - c. Frequently Asked Questions
5. The file(s) attached to the online electronic proposal must be in PDF format unless otherwise stated. Encrypted or password protected files are prohibited. Offerors assume all risks and are solely responsible for ensuring the County is able to access, open, and download file(s) attached to their proposal. Electronic links to proposals are prohibited. If the County is unable to access or open any file(s) associated with the online electronic submission, the County will consider those file(s) as not submitted. Offerors are cautioned to ensure that the files attached to proposal are complete. Proposal submission forms must be completed legibly and in their entirety; and all required supplemental information, including addenda, must be furnished and presented in an organized, comprehensive, and easy to follow manner.
6. An online electronic proposal is not considered successfully submitted unless all necessary files have been uploaded and the online electronic proposal response status is "**Active**". An iSupplier system generated e-mail confirmation receipt with a unique confirmation number will be provided once submission is complete. Offerors are responsible for the consequences of any failure to plan ahead in the submission of its proposal. Incomplete online electronic responses in "**Draft**" status will not be accepted.
7. For technical assistance, please contact the Division of Procurement at (703) 777-0403 or via email at [procurement@loudoun.gov](mailto:procurement@loudoun.gov). Please note that County staff will not be able to view your draft online submission and will only be able to provide general assistance related to system use and access.

- 8. Online electronic proposals are sealed and cannot be opened until the Acceptance Date and Time specified.
  - 9. Offerors may withdraw their online electronic proposal submission prior to the Acceptance Date and Time. A new online electronic proposal may be submitted to facilitate changes up through the Acceptance Date and Time specified.
- H. Proposals must be received by the Division of Procurement prior to 4:00 p.m., Eastern time on the date specified on the cover of the RFP. Time can be verified by visiting <http://www.time.gov>. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the Acceptance Date and Time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.

10.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all Offerors. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the Offeror. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, that all questions are received *by 12:00 p.m. February 24, 2026*. It is the responsibility of all Offerors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement).

10.3 Inspection of Site

INTENTIONALLY DELETED

10.4 Completion

INTENTIONALLY DELETED

10.5 Firm Pricing for County Acceptance

Proposal pricing must be firm for County acceptance for a minimum of ninety (90) days from proposal receipt date. "Discount from list" proposals are not acceptable unless requested.

10.6 Unit Price

Quote unit price on quantity specified and extend and show total. In case of errors in extension, unit prices shall govern.

10.7 Quotations to be F.O.B. Destination - Freight Prepaid and Allowed

Any goods to be delivered to a County location shall be coordinated with the Contract Administrator prior to delivery. Such goods shall be delivered Free on Board (F.O.B.) Destination, freight prepaid, and allowed. Cash on Delivery (COD) deliveries shall be denied. The cost of freight, insurance, and all other delivery related costs shall be included in the cost of performing the work proposed in the price proposal.

10.8 Proprietary Information

The submission of trade secrets or proprietary information with a bid is strongly discouraged. If such information must be submitted by a Offeror in connection with this solicitation, **the Offeror must invoke the specific exclusion or exemption that applies and the protection pursuant to § 2.2-4342 of the Code of Virginia for it to be exempt from disclosure under the Virginia Freedom of Information Act, Virginia Code §§ 2.2-3700, et seq., as applicable. Offerors must clearly identify the data or other materials to be protected and state the reasons why protection is necessary prior to or upon submission.** Offerors shall not mark sections of their bid as "proprietary" if they are to be part of the award of the contract and are of a "Material" nature. An Offeror shall not designate as trade secrets or proprietary information: (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; (c) line-item prices or total bid, proposal, or prequalification application prices, or (d) any information that is readily ascertainable by proper means.

**Failure to identify proprietary and confidential information in accordance with § 2.2-4342F of the Code of Virginia may result in the disclosure of information pursuant to a Freedom of Information Act request.** Additionally, the County will not notify the Offeror or contractor of any request for disclosure of their bid pursuant to a Freedom of Information Act request. Further, the County assumes no liability for the disclosure or use of information contained in a bid if not appropriately marked in accordance with [§ 2.2-4342](#).

10.9 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of Offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

#### 10.10 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the Offeror at the address shown in the solicitation prior to the time of acceptance.
- C. Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

#### 10.11 County Furnished Support/Items

The estimated level of support required from County personnel for the completion of each task shall be itemized by position and man days.

The Offeror shall indicate the necessary telephones, office space and materials the Offeror requires. The County may furnish these facilities if the County considers them reasonable, necessary, and available for the Contractor to complete his task.

#### 10.12 Subcontractors

Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The County reserves the right to reject the successful Offeror's selection of subcontractors for good cause. If a subcontractor is rejected the Offeror may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

#### 10.13 References

INTENTIONALLY DELETED

#### 10.14 Use of Brand Names

INTENTIONALLY DELETED

#### 10.15 Samples

INTENTIONALLY DELETED

#### 10.16 Late Proposals

LATE proposals will be returned to Offeror UNOPENED, if RFP number, acceptance date and Offeror's return address is shown on the container.

10.17 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the County. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

10.18 Prohibition as Subcontractors

No Offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

10.19 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The County reserves the right to accept or reject any proposed change to the scope.

10.20 Work Plan

INTENTIONALLY DELETED

10.21 Miscellaneous Requirements

- A. The County will not be responsible for any expenses incurred by an Offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the Offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.
- C. Selected contents of the proposal submitted by the successful Offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful Offeror will be expected to sign a contract with the County.
- D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner

necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

10.22 Notice of Award

A Notice of Award will be posted on the County's web site ([www.loudoun.gov](http://www.loudoun.gov)).

10.23 Protest

Offerors may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Finance and Procurement.

10.24 Debarment

By submitting a proposal, the offeror is certifying that offeror is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with § 2.2-4321 of the Code of Virginia is available upon request.

10.25 Proof of Authority to Transact Business in Virginia

An Offeror 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 bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the Offeror is not required to be so authorized. Any Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

10.26 Cooperative Procurement

As authorized in § 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.

10.27 W-9 Form Required

Each Offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

10.28 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the Offeror carries.

The Certificate can be a current file copy and does not need to include any “additional insured” language for the County.

10.29 Legal Action

No Offeror or potential Offeror shall institute any legal action until all statutory requirements have been met.

10.30 Certification by Contractor as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this Solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will work under this Agreement have been convicted of a felony.



Loudoun County, Virginia

Division of Procurement  
1 Harrison Street, 4th Floor  
Leesburg, Virginia 20175

**11.0 PROPOSAL SUBMISSION FORMS**  
**BANKING SERVICES FOR THE CLERK OF THE CIRCUIT COURT**

THE FIRM OF: \_\_\_\_\_

Address: \_\_\_\_\_

FEIN \_\_\_\_\_

Hereby agree to provide the requested services as defined in Request for Proposal No. RFQ 687996 for the price as stated in the price proposal.

A. Return the following with your proposal. If Offeror fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

ITEM:	INCLUDED: (X)
1. W-9 Form:	_____
2. Certificate of Insurance:	_____
3. Addenda, if any (Informality):	_____

B. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsible and/or outright rejected. It is the responsibility of the Offeror to ensure that it has received all addenda and to include signed copies with their proposal (10.2).

ITEM:	INCLUDED: (X)
1. Addenda, if any:	_____
2. Proof of Authority to Transact Business in Virginia Form:	_____
3. Minimum Qualification Documentation:	_____
4. Attachment #1: References (on County form):	_____
5. Attachment #2: Compensation/Interest Rate Submission Form:	_____
6. One (1) Original Proposal and One (1) Electronic Copy on USB Flash Drive (if applicable):	_____

Person to contact regarding this proposal: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of person authorized to bind the Firm (10.9): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents.**



**PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA**

**THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL**

Pursuant to Virginia Code §2.2-4311.2, a Bidder/Offeror 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 bid/ proposal the identification number issued to it by the State Corporation Commission (“SCC”). Any Bidder/Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the Bidder/Offeror is not required to be so authorized. Any Bidder/Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Loudoun, Virginia, 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. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**  
The Bidder/Offeror:

is a corporation or other business entity with the following SCC identification number:  
\_\_\_\_\_ -OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location) -OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Bidder’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application 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 (The County reserves the right to determine in its sole discretion whether to allow such waiver):

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

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

\_\_\_\_\_  
Legal Name of Bidder/Offeror

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

# ATTACHMENT #1: REFERENCES

References for: RFQ 687996

Offerors shall provide references on this form.

1. Firm Name \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_ E-mail \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Type of Services Provided: \_\_\_\_\_

Number of Years Providing Services: \_\_\_\_\_

2. Firm Name \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_ E-mail \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Type of Services Provided: \_\_\_\_\_

Number of Years Providing Services: \_\_\_\_\_

3. Firm Name \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_ E-mail \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Type of Services Provided: \_\_\_\_\_

Number of Years Providing Services: \_\_\_\_\_

4. Firm Name \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_ E-mail \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Type of Services Provided: \_\_\_\_\_

Number of Years Providing Services: \_\_\_\_\_

5. Firm Name \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_ E-mail \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Type of Services Provided: \_\_\_\_\_

Number of Years Providing Services: \_\_\_\_\_

## HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

RFQ 687996

Please take the time to mark the appropriate line and return with your proposal.

<input type="checkbox"/> Associated Builders & contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

Other \_\_\_\_\_

### SERVICE RESPONSE CARD

RFQ 687996

Date of Service: \_\_\_\_\_

#### How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent  Good  Average  Fair  Poor

Did you have contact with Procurement staff?

How would you rate the manner in which you were treated by the Procurement staff?

Excellent  Good  Average  Fair  Poor

How would you rate the overall response to your request?

Excellent  Good  Average  Fair  Poor

COMMENTS:

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Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ (day) \_\_\_\_\_ evening

**Please return completed form to: Division of Procurement •  
PO Box 7000 • Leesburg, VA 20177**



## **Cooperative Rider Clause**

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (“MWCOCG”) and the Baltimore Metropolitan Council (“BMC”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

### **Format**

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

#### **1. Terms**

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

#### **2. Other Conditions - Contract and Reporting**

- 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2 To provide to MWCOCG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3 Contract obligations rest solely with the participating entities only;
- 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links [www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/](http://www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/) and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>



Loudoun County, Virginia

RFQ 687996

Division of Procurement  
1 Harrison Street, SE, 4th Floor  
Leesburg, Virginia 20175

**ATTACHMENT #2: COMPENSATION/INTEREST RATE SUBMISSION  
FORM**

- A. Provide the interest rate calculation that shall be used for the interest-bearing primary depository account.

The interest calculation shall equal the effective federal funds rate plus/minus a fixed basis point for the full term of the contract.

Effective Federal Funds rate plus (+) \_\_\_\_\_ basis points.

OR

Effective Federal Funds rate minus (-) \_\_\_\_\_ basis points.

NOTE: It is a requirement that the deposit account interest rates be indexed to the Federal funds rate.



Loudoun County, Virginia

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Department of Finance and Procurement  
Division of Procurement  
1 Harrison Street, SE, 4<sup>th</sup> Floor  
Leesburg, Virginia 20175  
[www.loudoun.gov/procurement](http://www.loudoun.gov/procurement)

March 5, 2026

NOTICE TO OFFERORS

ADDENDUM NO. 1

RFP No. RFQ 687996

The following changes and/or additions shall be made to the original Request for Proposal (RFP) No. RFQ 687996, Banking Services for the Clerk of the Circuit Court. Please acknowledge receipt of this addendum by signing and returning with your proposal response.

1. Attached are the responses to questions received by the County related to this RFP.

Prepared By: s/ Steven Wilson Date: 3/5/2026

Acknowledged By: \_\_\_\_\_ Date: \_\_\_\_\_

## Questions and Answers

**Q.1 Does the Clerk of the Circuit Court have a specific policy surrounding frequency of cash/coin/check deposits?**

A.1. Deposits include varying amounts of cash, coin and checks each day, with an expectation of daily deposits of all funds.

**Q.2 Does the Clerk of the Circuit Court policy prohibit other bank solutions for the deposits of cash/coin/check in lieu of courier services?**

A.2. There is no formal policy prohibiting other bank solutions for the deposit of cash/coin/checks in lieu of courier services.

**Q.3 Would the Clerk of the Circuit Court consider Onsite Remote Deposit and Onsite Safe Solutions in lieu of courier services to mitigate risk?**

A.3. The Clerk of Circuit Court is willing to explore other options and their potential benefits but will need to weigh in risk factors and any increased workload to staff using these options.

**Q.4 Regarding the evaluation process, how much weight is placed on the physical location and number of branches located within Loudoun County for the contact award?**

A.4. Section 4.0, Offeror's Minimum Qualifications, subsection 4.3 states, "Offerors shall provide a list of their locations. Offerors shall have a local presence in Loudoun County, Virginia, with branches located throughout Loudoun County and a full-service branch in Leesburg, Virginia."

Section 8.0, Evaluation of Proposals: Selection Factors, "Bank location" is under the 8.4 Miscellaneous subsection along with three (3) other subcategories. The total points available for this section are ten (10).

The number of branches is not an evaluation factor.