

Fairfax City Economic Development Authority



REQUEST FOR PROPOSAL

RFP Number: FCED26.1

**Banking Services
Commodity code: 94625**

**Issue Date: September 3, 2025
Proposals Due: November 17, 2025**

Period of Contract: Date of award through two years, with the option to extend for eight additional years in one-year terms

PAPER OR HAND-DELIVERED PROPOSALS WILL NOT BE ACCEPTED IN RESPONSE TO THIS SOLICITATION. ALL PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA THE VIRGINIA PROCUREMENT SITE, WHICH CAN BE FOUND AT [HTTPS://EVA.VIRGINIA.GOV](https://eva.virginia.gov). ANY ASSISTANCE SUBMITTING BIDS THROUGH THIS SYSTEM MUST BE DIRECTED SOLELY TO EVA SUPPORT/HELPDESK.

- Your business must be eVA registered and in active status.
- Start by clicking the Register Now link on the eVA website (www.eVA.virginia.gov).

**Fairfax City Economic Development
10300 Eaton Place #235
Fairfax, Virginia 22030**

Fairfax City EDA does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

I. Introduction

The Fairfax City Economic Development Authority (EDA) is issuing this Request for Proposals (RFP) to solicit proposals from qualified financial institutions to provide comprehensive banking services for the EDA. The selected financial institution will be responsible for providing the services outlined in the Scope of Services section of this RFP.

This RFP is intended to create a contract for the provision of banking services that comply with all applicable local, state, and federal laws, including the Virginia Public Procurement Act (VPPA)(Va. Code § 2.2-4300, *et seq.*) and the Virginia Security for Public Deposits Act (Va. Code § 2.2-4400, *et seq.*).

II. Submission Instructions

Proposals must be submitted electronically through the eVA system. Paper submissions will not be accepted. Please follow the instructions on the eVA platform to submit your proposal by the specified deadline.

III. Inquiries

All inquiries regarding this RFP must be submitted in writing by November 1, 2025 to:

Matthew B. Easley, MA, VCA
VP for Finance and Operations
Fairfax City Economic Development Authority
Matthew.easley@fairfaxcityecondev.org

IV. Terms and Conditions

- A. Compliance: All proposals must comply with the requirements of the Virginia Public Procurement Act (VPPA) and all applicable local, state, and federal laws.
- B. Award: EDA reserves the right to accept or reject any or all proposals. The award will be made to the most responsive and responsible offeror whose proposal meets the needs of the EDA.
- C. Proposal Validity: By submitting a proposal, the financial institution certifies that the information provided is true, correct, and complete.

V. General Information

- A. Issuing Agency: The Fairfax City EDA is a political subdivision of Fairfax City, Virginia, focused on promoting economic growth and development within the city. The EDA works quasi-autonomously while aligning with the goals and strategies of Fairfax City. Its mission is to enhance the local economy by supporting businesses, attracting investment, and promoting development opportunities across multiple sectors. The EDA plays a vital role in facilitating public-private partnerships, managing real estate and development projects, and supporting the creation of sustainable economic programs.

The EDA is committed to fostering a vibrant, diverse, and competitive economic environment within Fairfax City, leveraging its financial resources and partnerships to drive growth and

improve the quality of life for residents. The authority operates with a high level of transparency, efficiency, and accountability in its financial processes and operations, ensuring that taxpayer dollars are utilized effectively and responsibly. As part of its financial management, the EDA requires a comprehensive suite of banking services to support its various economic development initiatives, including cash management, land acquisition, real estate investments, and related activities.

- B. Purpose of the RFP: The purpose of this RFP is to solicit proposals from qualified financial institutions to provide a range of banking services to the EDA. The successful offeror will enter into a contractual agreement to provide services such as cash management, deposit services, investment management, loan services (if applicable), and related financial solutions. The goal is to establish a long-term banking relationship that supports EDA's strategic financial operations and objectives.
- C. Background Information: The EDA operates as an independent entity within Fairfax City, with its own financial structure, controls, and processes. The agency is tasked with facilitating economic development activities such as business attraction, land acquisition, and public-private partnerships, among others. EDA manages a variety of funds, including operating accounts, grants, and other development-related resources, requiring robust financial management solutions.
- D. Contract Period: The initial contract term will be for a two (2) year period from the effective date of the award. At the option of the EDA, the contract shall be renewed for eight additional one-year terms and shall be renewed upon the same terms and conditions unless otherwise agreed to by the parties in writing.
- E. Eligibility Requirements:
 - 1. Licensing: Offerors must be licensed to do business in Virginia and must comply with all applicable local, state, and federal regulations.
 - 2. Qualification: Offerors must have demonstrated experience providing banking services to public entities or similar organizations.
 - 3. Security Compliance: Offerors must comply with the Virginia Security for Public Deposits Act, ensuring that EDA's funds will be properly collateralized as required by law.
 - 4. System Requirements: Offerors must be capable of providing all requested banking services through secure and compliant systems, including electronic and online banking services.

VI. Scope of Services

The Fairfax City EDA seeks proposals from qualified financial institutions to provide a comprehensive range of banking services, as outlined below. The Fairfax EDA will select one (1) qualified financial institution to fulfill the services outlined below. The selected financial institution will be required to deliver efficient and effective services that align with the EDA's strategic objectives, ensuring both operational effectiveness and compliance with all relevant regulations.

- A. General Banking Services
 - 1. Operating Accounts:
 - a. Provide business checking accounts to facilitate the EDA's day-to-day financial operations, including deposits, withdrawals, and transfers.
 - b. Offer multiple accounts as necessary for specific programs and projects (e.g., general operations, real estate acquisitions, etc.).

- c. Ensure seamless integration with the EDA's financial reporting systems.
 - 2. Electronic Banking and Online Services:
 - a. Provide secure and reliable online banking platforms for managing accounts, initiating wire transfers, reviewing transaction history, and reconciling accounts.
 - b. Ensure that the platform supports all functions necessary for day-to-day operations, including mobile banking access, if applicable.
 - c. Provide user-friendly online tools for viewing account balances, generating reports, and managing financial activities.
 - 3. Depository Services:
 - a. Facilitate the deposit of checks, ACH payments, and wire transfers into the EDA's accounts.
 - b. Offer electronic check deposit services, including the use of remote deposit capture (RDC) where applicable.
 - 4. Bank Statements:
 - a. Provide monthly bank statements for all accounts, including detailed information on transactions and balances.
 - b. Ensure timely delivery of statements and provide access to digital copies for review and reconciliation.
- B. Cash Management Services
 - 1. Cash Concentration:
 - a. Provide services to consolidate funds from multiple accounts into a primary account, thereby streamlining cash flow management.
 - b. Facilitate the use of Zero Balance Accounts (ZBAs) disbursement activities to ensure that funds are automatically transferred to/from the main operating account as needed.
 - 2. Sweeping and Investment Services:
 - a. Offer services to sweep excess funds from the EDA's operating accounts into investment accounts to maximize interest income.
 - b. Provide options for short-term investments, such as money market accounts, that align with the EDA's liquidity needs and investment strategy.
 - 3. Liquidity Management:
 - a. Provide recommendations and strategies for managing daily cash flow and ensuring that the EDA has sufficient funds available for operations, projects, and commitments.
 - b. Assist in forecasting cash needs and effectively managing working capital.
 - 4. Fraud Prevention:
 - a. Offer fraud protection services, including Positive Pay and Reverse Positive Pay, to protect against unauthorized checks and ACH transactions.
 - b. Provide real-time fraud monitoring tools and immediate alerts to EDA staff for suspicious transactions.
- C. Specialized Services
 - 1. Loan and Line of Credit Services:
 - a. Provide access to lines of credit or loans for real estate acquisition, development projects, or operational needs.

- b. Offer competitive interest rates, flexible terms, and the ability to manage funds as required by EDA’s project timelines and cash flow.
- 2. Real Estate and Development Accounts:
 - a. Provide specialized accounts for managing funds related to real estate transactions, including property acquisitions, development projects, and associated financing.
 - b. Support escrow accounts and disbursement management for real estate deals.
- 3. Merchant Services:
 - a. Provide services for processing payments for any events or initiatives that require the ability to accept credit card payments.
 - b. Facilitate integration with the EDA’s financial systems to ensure seamless tracking of payments and fees.
- 4. Lockbox Services:
 - a. Provide lockbox services to process incoming payments, particularly for any development-related fees or program-related payments.
 - b. Ensure fast, accurate, and secure processing of payments, with reporting capabilities for reconciling transactions.
- 5. Reporting and Analytics:
 - a. Provide monthly and annual reports on account activity, including reconciliation reports and analysis of banking fees.
 - b. Offer specialized reports to track and manage project-based funding, grants, and other restricted funds.

D. Compliance and Security Requirements

The selected financial institution must comply with all applicable federal, state, and local regulations governing the management of public funds. This includes compliance with the Virginia Public Procurement Act (VPPA), the Virginia Security for Public Deposits Act, and other relevant laws governing public financial management.

- 1. Data Security:
 - a. Provide robust security measures to ensure that all financial data, including sensitive account information and transaction data, is protected from unauthorized access or breaches.
 - b. Comply with all relevant security regulations, including the Bank Secrecy Act, and ensure that the institution’s systems are compliant with industry standards for data protection.
- 2. Regulatory Compliance: Ensure that all services and transactions are compliant with the Virginia Public Procurement Act (VPPA), Virginia Security for Public Deposits Act, and any other state and federal requirements for the handling of public funds.

VII. Proposal Submission Requirements

- A. Proposal Submission Deadline: The proposal submission deadline will be determined in coordination with EDA leadership. All proposals must be submitted through the eVA system by November 17, 2025, at 11:59 pm EST.
- B. Submission Instructions:

1. Proposals must be submitted electronically via the eVA system. Paper submissions or submissions through any other means (e.g., email, fax) will not be accepted.
2. Offerors are required to ensure that all necessary documents are included and submitted as a single, well-organized PDF file. The proposal should contain the following sections in the specified order:
 - i. Cover Letter: An introductory letter on company letterhead, including a brief overview of the offeror, commitment to the RFP requirements, and contact information.
 - ii. Proposal Signature Sheet: A signed sheet affirming the offeror's intent to be bound by the terms of the proposal.
 - iii. Audited Financial Statements: Provide the last three years of audited financial statements to demonstrate financial stability.
 - iv. Resumes of Key Personnel: Include resumes for the key personnel who will manage the EDA account, detailing their relevant experience and qualifications.
 - v. Proof of Compliance: Evidence of compliance with the Virginia Security for Public Deposits Act and other relevant regulations.
 - vi. References: A list of at least three client references from similar projects, with contact details and a brief description of the project.
 - vii. Proposed Transition Timeline: A suggested or proposed timeline for transitioning banking services to the EDA, including key milestones.
 - viii. Familiarity with Fairfax City: A description of any prior experience working with Fairfax City or knowledge of its specific needs and operations.
 - ix. Cost: The overall cost of banking services, including any fees, service charges, interest rates, and the total cost of ownership over the contract period.
 - x. Customer Service Approach: Provide information regarding the approach to, and quality and responsiveness, of the financial institution's customer service.
 - xi. Proposed Contract: The offeror shall include in its submission its proposed contract for the services provided pursuant to this RFP.
3. Confidential Information:
 - i. In accordance with Va. Code § 2.2-4342(F), offerors must mark any trade secrets, proprietary, confidential, or sensitive information as "confidential" or "proprietary." In order to receive protection, offerors are required to (i) invoke the protections of said section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
 - ii. A redacted copy of the proposal must be provided, removing any trade secrets, proprietary, confidential, or sensitive information.
 - iii. The EDA will review the designation of confidential information in accordance with the Virginia Freedom of Information Act (Code § 2.2-3700, *et seq.*) and Va. Code § 2.2-4342(F), but makes no guarantee that information contained in submissions will be exempt from public disclosure.
4. Questions and Inquiries:
 - i. All questions and inquiries regarding this RFP must be submitted in writing via email to Matthew Easley at matthew.easley@fairfaxcityecondev.org.

- ii. The deadline for submitting questions and inquiries is November 1, 2025.

VIII. Evaluation Criteria

The evaluation of proposals will be based on the following criteria, with the corresponding weight assigned to each factor. Each proposal will be scored on a scale from 1 to 10 for each criterion, with 10 being the highest score. The final score for each proposal will be calculated by multiplying the score for each criterion by its respective weight.

Small Business Subcontracting Plan: The EDA has determined there are no reasonable subcontracting opportunities for these services; therefore, DSBSD small business subcontracting evaluation points will not be applied.

A. Experience (30%)

1. The financial institution's experience in providing banking services to public entities, particularly those with similar needs to the EDA, will be assessed. Key factors include:
2. Length and depth of experience in public sector banking services.
3. Proven track record of success in managing similar accounts.
4. Experience with managing large transactions and complex banking arrangements.
5. Familiarity with Fairfax City - The institution's knowledge of Fairfax City's development priorities, financial needs, and local government structure. This includes any prior work or engagement with the city or similar local government entities.

B. Technical Capabilities (25%)

1. The ability of the financial institution to meet the technical and operational needs of the EDA, including the availability of required banking products and services. Key factors include:
 - i. Ability to support cash management, fraud prevention, ACH and wire transfers, and online banking platforms.
 - ii. Security features, including compliance with data protection standards and secure access to banking platforms.
 - iii. Integration capabilities with the EDA's financial management systems.

C. Cost (20%)

1. The overall cost of banking services, including any fees, service charges, interest rates, and the total cost of ownership over the contract period. Key factors include:
 - i. Transparency of fee structures.
 - ii. Competitiveness of fees relative to other institutions.
 - iii. Any available discounts or rebates.

D. Compliance (15%)

1. The financial institution's ability to comply with all applicable legal and regulatory requirements, including those specified by the Virginia Public Procurement Act (VPPA) and the Virginia Security for Public Deposits Act. Key factors include:
 - i. Demonstrated compliance with all relevant laws and regulations.
 - ii. Security and fraud prevention measures in place to protect public funds.

E. Customer Service (10%)

1. The quality and responsiveness of the financial institution's customer service. Key factors include:
 - i. Availability and accessibility of account managers and support staff.
 - ii. Responsiveness to inquiries and problem resolution.

- iii. Customer satisfaction ratings or references from current clients.

IX. Scoring Rubric

- A. Each criterion will be scored on a scale from 1 to 10, based on the following rubric:
 - a. 1-3: Below expectations – The proposal does not meet the criteria in a meaningful way.
 - b. 4-6: Meets minimum expectations – The proposal meets the basic criteria but lacks additional strengths or may have limitations.
 - c. 7-8: Meets and exceeds expectations – The proposal meets the criteria with some notable strengths or superior capabilities.
 - d. 9-10: Exceeds expectations – The proposal exceeds the criteria in a significant way, demonstrating clear advantages or exceptional capabilities.
- B. Final Scoring:
 - a. The final score for each proposal will be calculated using the following formula:

$$\text{Final Score} = \sum (\text{Score for each criterion} \times \text{Weight for that criterion})$$

X. Contract Terms and General Conditions

- A. Term and Renewals. The initial term of the contract is two (2) years, beginning on the effective date of award. At the option of the EDA, the contract may be renewed for up to eight (8) additional one-year terms. Pricing, terms and conditions will remain fixed for the duration of the initial term and all renewal periods unless otherwise agreed to by the parties in writing.
- B. Pricing and Payment. The EDA will not make monthly payments for banking services; instead, the selected financial institution will charge fees for specific services as outlined in its proposal and incorporated into the contract. The EDA will pay in accordance with the agreed fee schedule, with fees typically assessed on a transactional or service-fee basis.
- C. Performance Standards and Remedies. The financial institution shall meet the performance standards and service levels set forth in the Scope of Services and elsewhere in the contract, including compliance with all applicable laws and regulations. If the institution fails to meet agreed service levels or performance standards, the EDA may pursue remedies including fee reductions/credits and, where appropriate, termination in accordance with Section N.
- D. Audit Rights. The EDA may audit the financial institution's performance under this contract. The institution shall provide access to all records, accounts, and data relevant to verifying compliance with contract terms, regulatory requirements, and financial reporting.
- E. Amendments. Any amendment must be in writing and executed by both parties. Amendments may be used to reflect changes in service requirements, regulatory compliance, or other operational needs.
- F. Assignment. The financial institution shall not assign or transfer any rights or obligations under this contract without the EDA's prior written consent. Any attempted assignment without consent is void.
- G. Indemnification. Indemnification provisions in favor of another party are not permitted for Virginia public entities. No indemnification clause will be included. Each party is responsible for its own acts and omissions in connection with this contract.
- H. Insurance. The financial institution shall maintain, at a minimum: (1) Commercial General Liability of \$1,000,000 per occurrence for bodily injury, property damage, and personal injury; (2) Professional Liability/Errors & Omissions of \$1,000,000 per occurrence; and (3) Cybersecurity/Privacy Liability of \$2,000,000. Proof of insurance is required prior to the effective date and annually thereafter.

- I. Confidentiality and FOIA; NDAs. The financial institution shall keep confidential all sensitive or proprietary information related to the EDA's operations, including financial data, customer information, and trade secrets, and shall not disclose such information to third parties without the EDA's prior written consent, except as required by law. The institution shall comply with the Virginia Freedom of Information Act (FOIA) and other applicable privacy laws and will cooperate with the EDA on any FOIA requests consistent with law. A separate Non-Disclosure Agreement is not required unless specifically requested by the EDA for particular circumstances during the term.
- J. Force Majeure. Neither party is liable for failure to perform due to events beyond its reasonable control, including acts of God, severe weather, fire, earthquake, war, terrorism, government actions, or other similar events. The affected party must notify the other within five (5) business days and use reasonable efforts to resume performance as soon as practicable.
- K. Governing Law and Venue. This contract is governed by the laws of the Commonwealth of Virginia. Any dispute shall be brought in the state courts located in Fairfax County, Virginia.
- L. Dispute Resolution. The parties will first seek to resolve disputes through good-faith negotiations. If those efforts fail, either party may pursue adjudication in the courts identified in Section K.
- M. Mandatory VPPA Clauses. The contract shall include all provisions required by the Virginia Public Procurement Act (VPPA), including:
 - a. Nondiscrimination (Va. Code § 2.2-4311; contracts over \$10,000).
 - 1. During performance, the contractor agrees:
 - a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b) In all solicitations or advertisements for employees placed by or on behalf of the contractor, the contractor will state that it is an equal opportunity employer.
 - c) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - 2. The contractor will include the provisions of the foregoing paragraphs a), b), and c) in every subcontract or purchase order over \$10,000 so that the provisions are binding upon each subcontractor or vendor.
 - b. Employment of Unauthorized Aliens Prohibited (Va. Code § 2.2-4311.1). The contractor does not, and will not during performance, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
 - c. Authorization to Transact Business (Va. Code § 2.2-4311.2). The contractor (foreign or domestic) must be authorized to transact business in Virginia and include its State Corporation Commission identification number (or a valid explanation if exempt). A contract entered into in violation of these requirements is voidable at the option of the public body.
 - d. Drug-Free Workplace (Va. Code § 2.2-4312; contracts over \$10,000). Required language shall be included.
 - e. Ethics in Public Contracting (Va. Code §§ 2.2-4367 through 2.2-4377). These provisions apply to this contract.
- N. Termination.

1. For Cause (with Cure). The EDA may terminate for cause upon material breach or failure to perform. The EDA will provide written notice describing the breach and allow thirty (30) days to cure.
2. For Egregious Non-Performance (Immediate). Notwithstanding the foregoing, if the financial institution's non-performance is egregious (including repeated service-level failures that materially impair operations, violations of law or security obligations, or conduct creating material risk to EDA funds or data), the EDA may terminate immediately upon written notice.
3. Non-Appropriation. If funds are not appropriated or otherwise made available to continue performance in a succeeding fiscal year, the contract shall terminate without further obligation of the EDA.

O. Payments Upon Termination. Upon any termination, the financial institution is entitled only to payment for conforming services rendered and accepted through the effective date of termination, subject to any fee reductions or credits under Section C.

XI. Legal and Compliance Requirements

The selected financial institution must comply with all applicable federal, state, and local laws and regulations in executing the contract. The following legal and compliance requirements apply:

- A. Applicable Laws and Regulations - The financial institution shall comply with all relevant laws and regulations governing the provision of banking services to public bodies, including but not limited to:
 - a. Virginia Public Procurement Act (VPPA): The financial institution must adhere to all procurement laws as outlined in the VPPA, ensuring fairness, transparency, and competition in the bidding process and the execution of the contract.
 - b. Virginia Security for Public Deposits Act: The financial institution must comply with the Virginia Security for Public Deposits Act (Code of Virginia, § 2.2-4400 et seq.), ensuring that all public funds are properly collateralized and protected.
 - c. Freedom of Information Act (FOIA): The financial institution must comply with the Freedom of Information Act (FOIA), ensuring that any information related to the contract, unless exempt by law, is accessible to the public.
 - d. Bank Secrecy Act (BSA) and Anti-Money Laundering (AML) Regulations: The selected financial institution must comply with the Bank Secrecy Act (BSA) and Anti-Money Laundering (AML) regulations, ensuring that all banking activities are conducted with the highest standards of financial integrity and fraud prevention.
 - e. Other Oversight Bodies: The financial institution must also comply with any relevant regulations from oversight bodies such as the Federal Deposit Insurance Corporation (FDIC), Office of the Comptroller of the Currency (OCC), or any other state or federal regulatory bodies governing financial institutions.
- B. Reporting and Audit Requirements:
 - a. Monthly Reporting: The financial institution shall provide monthly account activity reports to the EDA, including detailed statements of deposits, withdrawals, and balances. Reports should be delivered electronically and be available for review by the EDA finance team.

- b. Annual Audits: The financial institution shall undergo an annual audit to verify compliance with applicable regulations and the terms of the contract. The audit report must be shared with the EDA upon request.
 - c. Regulatory Reporting: The financial institution shall be responsible for ensuring that all necessary regulatory reports (e.g., BSA/AML compliance reports) are filed with the appropriate oversight bodies and that the EDA is informed of any issues or violations that arise.
- C. Licensing and Certifications:
 - a. Virginia Department of Financial Institutions: The financial institution must be licensed by the Virginia Department of Financial Institutions (or relevant state or federal agencies) to conduct business in Virginia.
 - b. National Certifications: The financial institution must be a member of the Federal Deposit Insurance Corporation (FDIC) and any other applicable national or state certification organizations.
 - c. Professional Certifications: The institution's staff assigned to manage the EDA's accounts must hold appropriate professional certifications, including but not limited to certifications from the Certified Treasury Professional (CTP), Certified Public Accountant (CPA), or similar.
 - d. To the extent required by the Commonwealth of Virginia or any other local or federal regulation, the institution shall be duly licensed to perform the services required to be delivered.
- D. Data Protection and Privacy - The financial institution shall implement the following data protection and privacy measures:
 - a. Data Encryption and Security: The institution must use industry-standard encryption and security protocols to protect sensitive financial data and personal information from unauthorized access or breaches.
 - b. Compliance with Data Protection Laws: The financial institution must comply with all applicable data protection laws, including the General Data Protection Regulation (GDPR) (if applicable), California Consumer Privacy Act (CCPA), and any other relevant federal or state privacy regulations.
 - c. Notification of Data Breaches: In the event of a data breach or security incident, the financial institution must notify the EDA within 48 hours and cooperate in any necessary investigations or corrective actions.
- E. Conflict of Interest:
 - a. Disclosure Requirements: The financial institution must disclose any potential or actual conflicts of interest that may arise during the term of the contract. This includes conflicts with other clients, officers, or employees of the financial institution.
 - b. Management of Conflicts: The financial institution must have a process in place to manage and mitigate any conflicts of interest to ensure that the best interests of the EDA are prioritized.
- F. Equal Opportunity and Non-Discrimination:
 - a. Non-Discrimination Policies: The financial institution must adhere to all applicable non-discrimination laws, including but not limited to Title VII of the Civil Rights Act

of 1964, and ensure that its hiring practices and operations do not discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other protected class.

- b. Affirmative Action: The financial institution must have an affirmative action policy in place and demonstrate commitment to providing equal opportunities for all employees and subcontractors, including minority-owned, women-owned, and veteran-owned businesses.
- c. SWaM (Small, Women-owned, and Minority-owned) Business Inclusion: The institution is encouraged to actively involve SWaM businesses in the performance of the contract, either as primary contractors or subcontractors, and must report on such inclusion annually to the EDA.

Late Proposals:

Proposals received after the specified due date and time will not be considered. Offerors are responsible for ensuring timely submission via the eVA system.

Public Notice:

This RFP will be publicly posted on the Virginia Department of General Services' eVA website (<https://eva.virginia.gov>) at least ten (10) days prior to the due date, in accordance with the Virginia Public Procurement Act (§ 2.2-4302.2).

Proposal Costs:

All costs incurred by offerors in preparing and submitting proposals in response to this RFP are the sole responsibility of the offeror. The EDA will not reimburse any offeror for any costs incurred during the RFP process.

Conflict of Interest Certification:

By submitting a proposal, the offeror certifies that no officer, agent, or employee of the EDA has a financial interest in the proposal; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other offeror; and that the offeror is competing solely on its own behalf without assistance from any other party.