



CITY OF BRISTOL, VIRGINIA
300 Lee Street,
Bristol, VA 24201

Request for Proposal: Banking Services
RFP #201612-01

The City of Bristol, Virginia will accept proposals until 2:00 p.m. eastern time on January 20, 2017 in the office of the Procurement Manager, Mr. Don Quesenberry – City Hall, 300 Lee Street, Room 208, Bristol, Virginia, 24201 to provide banking services, as specified in the Scope of Services.

Offerors should carefully examine the specifications and fully inform themselves as to all conditions and matters, which would in any way affect the equipment/materials/service cost thereof. Should an offeror find discrepancies in or omissions from the specification or request for proposal, he/she should notify the Procurement Manager and obtain clarification prior to submitting the proposal. Only questions answered by formal Addenda will be binding; oral and other interpretations or classifications will be without legal effect. Copies of the Request for Proposal may be requested by calling 276-645-7328, or by downloading a copy from the City's web site at www.bristolva.org.

The right is reserved, as the interest of the CITY may require, to revise or amend the specifications prior to the date set for opening proposal; the opening date may be postponed if deemed necessary by the City's Procurement Manager. Such revisions and amendments, if any, will be announced by written Addenda to the specifications. In addition, the CITY reserves the right to accept or reject any proposals, in whole or in part, and to waive any informality.

One (1) original and five (5) copies of proposals are to be submitted in a sealed envelope bearing the Offerors company name, address, the proposal name and the date and time due and should be mailed or delivered to:

Mr. Don Quesenberry, Procurement Manager
City Hall, Room 208
300 Lee Street
Bristol, Virginia 24201

“Proposal for Banking Services”
RFP #201612-01
Due date and time – 01/20/17 at 2:00 p.m.

CITY OF BRISTOL, VIRGINIA
300 Lee Street
Bristol, VA 24201

Request for Proposal: Banking Services
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December 19, 2016

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City of Bristol Virginia
Request for Proposal: Banking Services

1.0 PURPOSE

The City of Bristol, Virginia is requesting proposals from qualified banking institutions for the servicing of the City's operating accounts. The successful firm will be selected by Competitive Negotiation, pursuant to Section 2.2-4302.2.3 of the Virginia Public Procurement Act. The banking institution (Offeror) will provide at a minimum, the basic banking services outlined in the scope of services. This RFP covers banking services for the City of Bristol, Virginia, the Industrial Development Authority of the City of Bristol, Virginia, the Bristol Virginia School Board, the Bristol Virginia Department of Social Services and the Bristol Virginia Sheriff's Office including the Canteen Account, and when applicable referred to collectively as "The City".

2.0 BACKGROUND

The City of Bristol, Virginia is located along Interstate 81 in Southwest Virginia. The Virginia-Tennessee State Line bisects the principal business street and commercial center of the twin cities of Bristol, Virginia, and Bristol, Tennessee. Each of the Cities is independent of the other in governmental administration and operation. Bristol, Virginia, encompassing 13.17 square miles, is geographically located north of the State Line and is adjacent to Washington County.

The City government is organized under the Council-Manager form of government. The governing body, a Council elected at-large to staggered 4-year terms by the voters, makes policies for proper administration of the City. The Council is composed of five members. The Mayor and Vice-Mayor are chosen by majority vote of all members of Council from its own members. Council appoints a City Manager to act as administrative head of the City. The City Manager serves at the pleasure of the Council, carries out its policies, and directs business procedures.

The City provides a full range of services, including general government administration, judicial administration, public safety, public works, human services, education, community development, and parks, recreation and cultural activities.

The City's Finance Department is located at 300 Lee Street in Bristol, Virginia and the Treasurer's office is located at 497 Cumberland Street in Bristol, Virginia. The Treasurer is responsible for the collection of all City receipts and the Finance Department is responsible for the disbursement of funds and other banking services. The School Board Administration is located at 220 Lee Street in Bristol, Virginia. The Bristol, Virginia

Department of Social Services is located at 621 Washington Street in Bristol, Virginia and the Sheriff Office is located at 415 Cumberland Street, Bristol, Virginia.

The City's operating accounts are currently with Wells Fargo. Current banking services include but are not limited to depository services during business banking hours, electronic banking services such as ACH debits and credits (payroll direct deposits), incoming and outgoing wire transfer services and accounts payable and payroll checks, transfers between accounts, and stop payments.

3.0 INSTRUCTIONS TO OFFERORS

The original proposal and five (5) copies must be received by the issuing office by no later than January 20, 2017 at 2:00 p.m. eastern time. Offerors shall provide one (1) additional copy with all information considered proprietary redacted and suitable for public inspection in accordance with Section 2.2-4342 of the Code of Virginia.

Proposals must be sealed, addressed and clearly labeled as follows:

Mr. Don Quesenberry, Procurement Manager
City Hall, Room 208
300 Lee Street
Bristol, Virginia 24201

“Proposal for Banking Services”
RFP #201612-01
Due date and time – 01/20/17 at 2:00 p.m.

Questions regarding requirements set forth in the request for proposals must be submitted in writing to the contact listed above by 01/06/17-10 days before due date at noon, local time.

4.0 MINIMUM QUALIFICATIONS

Offerors shall provide documentation with their proposal that they meet or exceed the minimum qualifications as stated below. *Failure to provide this documentation may result in the bid being deemed non-responsive and rejected.*

1. The Offeror shall be a “Qualified Public Depository” as defined in §2.2-4400 Virginia Security for Public Deposits Act of the Code of Virginia. Prior to the deposit of any City funds, the Offeror shall pledge collateral security as specified by the Virginia Security for Public Deposits Act, Chapter 44, Title 2.2 with a sufficient capital structure to support deposits by the city.

2. Offerors shall also provide documentation of any non-compliance within the last twelve (12) months as reported to the Commonwealth of Virginia Department of Treasury.
3. The Offeror shall have at least five (5) years of similar governmental banking experience.
4. The Offeror must have a local branch presence within the City.

5.0 SCOPE OF SERVICES

The Offeror must demonstrate that the Offeror has the resources and capabilities to provide the requested banking services on an “as needed” basis as prescribed in the RFP. Offeror shall provide details on the full services that can be offered related to the City’s existing needs in the scope of services, as well as those that would exceed the City’s needs. Offeror shall include product or system enhancement information for any product or service that would enable a more efficient use of City time and money.

5.1 Current Account Structure.

The City currently utilizes the following type of bank accounts:

1. General Fund Operating Account-Government Advantage Interest
2. Solid Waste Operating Account-Government Advantage Interest
3. School Board Operating Account-Government Advantage Interest
4. Dept. of Social Svcs Operating Account-Government Advantage Interest
5. Industrial Authority Operating Account-Government Advantage Interest
6. Payroll Account- Government Advantage Interest
Maintains zero balance
7. Clear Creek Golf Course Operating Account-Government Advantage Interest
(inclusion based on branch locations)
8. Sheriff Canteen Fund- Government Advantage Interest
9. Office of Sheriff- Government Advantage Interest
Maintains zero balance

10. Asset Forfeiture Fund- Government Advantage Interest
11. Flex Spending Account- Government Advantage Interest
12. Capital Account-State Muni Public Funds Money Mkt Acct

5.2 Bank Deposit Services.

The Offeror shall provide the following bank deposit services:

- A. Accept all deposits made by the City Treasurer on a daily basis at any branch location. The deposits shall include cash, coin, encoded checks and unencoded checks.
- B. Wire Transfers/ACH Transfers may be utilized for receipt of funds. The Offeror should clarify in writing the method and policy of handling transfers.
- C. Returned deposited checks shall be returned to the City with a debit advice attached either by mail or electronic means. Typically, checks shall be presented twice for collection before being returned to the City.
- D. The bank must have a night depository for the City to make after banking hour deposits to be credited to the City's account the next business day.
- E. Online access to images (front and reverse) of deposited items shall be made available.
- F. Blank deposit tickets in such quantities as are required from time to time. The City currently utilizes a two-part form.

5.3 Check Disbursement Services.

The Offeror shall provide the following cash disbursement services:

- A. Images (front and reverse) of all cancelled checks on a CD and/or accessible online.
- B. Unlimited stop payment services via an online platform. The service shall include processing and confirming stop payments.
- C. Automated Clearing House (ACH) Services. The City currently utilizes ACH debit and credit processing in a variety of fashions such as direct deposits and ACH payments. Direct deposit files are processed bi-weekly for the City (approximately 400 participants) and bi-weekly and monthly for the schools (approximately 185 and 285 participants). The Offeror shall provide the following ACH services:

- a. Electronic deposits and disbursements utilizing ACH debits and credits. An online platform shall be provided for processing ACH transactions from or to the City's operating accounts or other City accounts as appropriate. Dual approval control is required on all ACH initiated transactions.
- b. Notices of changes and returns of ACH transactions shall be reported on a daily basis with the capability of electronic delivery of the change or return.

5.4 Wire Transfer Services.

The City currently utilizes preformatted (repetitive), free-form (non-repetitive) and on line initiated wire transfers. The Offeror shall provide the following wire transfer services:

- A. An online platform shall be provided for processing outgoing wire transfers from the City's Operating Accounts or other City accounts as appropriate. Template group functionality is desired. Dual control is required on all outgoing wires whether repetitive or non-repetitive. If the City, for any reason, is unable to execute the wire transfer via the online platform, the bank shall accept verbal wire transfer requests by the Treasurer or their designee.
- B. Online access to confirmations of outgoing wire transfers, or preferably automatic electronic delivery, shall be provided.
- C. A customer service representative for resolution of any wire transfer problems.

5.5 Account Reconciliations.

The bank will provide monthly a listing by account showing each check paid, the amount paid, deposits received for the month and an ending account balance. The bank will provide "on-line" bank reconciliation information that will be available on the first of each month for the previous month.

5.6 Online Banking Services.

The Offeror shall provide full service online banking services that includes but is not limited to:

- A. Prior day balance reporting capabilities with debit and credit transaction listings.
- B. Online image retrieval of cleared and deposited check items.
- C. Capability to search for transaction items.
- D. Online ACH debit and credit processing (includes direct deposit). Capabilities shall include online entry and file upload.

- E. Online wire transfer capabilities.
- F. Online stop payments for disbursement checks.
- G. Online bank statements available on the first of each month.

5.7 Account Analysis Services.

The Offeror shall provide the City a monthly account analysis statement. The account analysis statement shall include, at a minimum, all information substantially in the form of the pricing sheet such as service description, unit cost, extended price and earnings credit (where applicable) shall be identified per account and for the relationship as a whole. The statement shall also include the average daily collected balance, average daily ledger balance and any compensating balances required to support the monthly service charges for each account and for the relationship as a whole.

5.8 Customer Services.

The Offeror shall provide an officer of at least a Vice President (“Officer”) level to act as the primary liaison between the City and the bank. The Officer shall be responsible for conflict resolution between the City and the selected bank. The Offeror shall provide direct contact information of the Officer and a secondary liaison in the event the Officer is unavailable. The Offeror shall endeavor to respond to any inquiries by the City on the same day but in no case later than the next business day. The Offeror shall provide any requested training to appropriate City staff for all online banking services. Any new services shall be made available to the City with associated cost for services negotiated at the time of the new service offer.

5.9 Contingency Planning.

Although the bank may provide a viable product for each and every service the City is requesting, the City needs to ensure these products and services are available in alternative methods if there are unforeseeable emergencies making standard procedures unworkable. The bank shall provide a contingency plan to ensure access to standard operating functions. This shall include, but not be limited to, the following potential circumstances: (1) the online platform is down and the City is unable to obtain balance reporting, wire transfer and ACH processing services, (2) file transfer malfunctions to positive pay or ACH transmission or (3) primary banking location is unavailable.

5.10 Transition of Services.

In order to ensure a smooth transition of services, the Offeror shall provide the following transition of services:

- A. The Officer and key staff shall meet with City staff immediately after the contract has been fully executed for a project kickoff meeting. In addition, the

Officer and key staff shall be available for other meetings as required by the City.

- B. The Officer shall provide within ten (10) days of contract execution a schedule of the transition process, as well as, a list of any documents, files or information it shall need from the current banking service provider in order to have a successful transition.
- C. The Officer shall provide bi-weekly status reports to the City regarding the progress of the transition of services.
- D. If requested, the Offeror shall provide on-site training to appropriate City staff for all online banking services.
- E. The Offeror shall be responsible for bearing all transition costs that may occur as a result of, including but not limited to, the conversion of existing images, loading of files, etc.
- F. At the termination of any contract resulting from this RFP, the Offeror shall work with the City and the new banking services provider. The Offeror shall provide any requested files, reports or documents within one (1) week or as otherwise requested by the City.

5.11 Optional and Future Banking Services.

The City also requests a response to provide the following services:

- A. Payment card processing/merchant services.

The City currently accepts direct credit and debit card payments at several locations and would like to utilize in other locations. Transactions are generally card-swiped and, if necessary, hand keyed. All card transactions are authorized, captured, balanced and settled on a daily basis (batched nightly) with ACH transactions credited the following business day. The Offeror should provide processing and equipment fee information. Any existing or new equipment requiring reprogramming shall be done free of charge. Fees are invoiced monthly. This service is subject to additional negotiation and/or cancellation at any time during the contract term.

6.0 PROPOSAL REQUIREMENTS

The proposal shall provide information necessary for the City to evaluate the qualifications, experience, and expertise of the proposing bank to perform the requested Banking Services. The Offeror shall make a written proposal which presents an understanding of the work to be performed. The proposal should address each requirement contained in the Scope of Services (Section 5.0) and be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible but written clearly and concisely so that the City

may properly evaluate the bank's capabilities to provide the required services. The Offeror should include in their proposal the following:

- A. Cover Letter/Executive Summary on company letterhead signed by a person with the corporate authority to enter into any contract which results from the RFP.
- B. A detailed description of the services to be provided which addresses each requirement contained in the Scope of Services (Section 5.0), including corresponding reports and functionality for each item.
- C. A detailed description of other services and their standard operating procedures that are available in addition to those described in the Scope of Services. Include the cost associated with the set up and ongoing operation of the process.
- D. Provide 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 City Attorney.

The Offeror shall provide information or a response to the following inquiries:

- A. The interest rate calculation that would be used for the interest-bearing account and the methodology used to calculate monthly interest earnings.
- B. The Offeror should provide its specific methodology used for calculating monthly compensating balance requirements. This should include reserve requirements and the earnings credit rate that would be used.
- C. Include a list of at least three (3) current clients, preferably governmental banking clients, for whom comparable services are provided. Provide the client name, person to contact, address and telephone number.
- D. Provide samples of reports, statements, invoices or other materials that would be provided to the City such as monthly account statements and account analysis statements.
- E. Describe the bank's senior management commitment to providing the services as included in the proposal. Include a biography or resume of the Officer and key staff to be assigned to this account that have experience with governmental banking.
- F. Describe the bank's approach to account servicing. How does the bank monitor client satisfaction?

- G. Provide a preliminary work plan in the event of transition of services. Describe the transition process.
- H. Describe in detail internal controls used to prevent the loss and/or corruption of electronic transaction processing including ACH processing, as well as, fraud and data security controls that are in place.
- I. The Offeror shall include its most recent audited financial statements.
- J. The Offeror shall complete, and include with their proposal, a pricing sheet with per item costs and extended annual costs. Attachment A provides statistical information regarding the accounts listed in Section 5.1. The attached list is not all inclusive. All costs applicable to the banking institution and the above scope of services should be included.
- K. The Offeror shall complete, and include with their proposal, the State Corporation Commission Form (Attachment B).

7.0 PROPOSAL EVALUATION CRITERIA

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

- A. A clearly demonstrated understanding of the services to be performed and the completeness and clarity of the Offeror's proposal for accomplishing the Scope of Services.
- B. Clearly demonstrated capacity and resources of the bank to provide the requested services.
- C. The professional competence and qualifications of the Offeror and staff in providing governmental banking services.
- D. Current and past experience in providing similar governmental banking services.
- E. Cost of services.

As part of the evaluation process, the City may ask questions of a clarifying nature from Offerors as required. The City may also request an oral presentation to explain the proposal and answer questions.

The City reserves the right to cancel this RFP at any time or reject any or all proposals received as a result of this RFP if it is in the best interest of the City.

8.0 CONTRACT AWARD

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the request for proposals, including price if so stated in the request for proposal. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the City shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

The award documentation will subsequently be followed by a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

9.0 CONTRACT TERM

The initial term of the contract will be for the five (5) year period from March 1, 2017 through February 31, 2022. At the City's option, the contract may be renewed for up to two (2) additional one (1) year terms. All terms and conditions shall remain in force for the term of the contract and for any renewal period unless modified by mutual agreement of both parties. Cost of services shall not be increased during the initial term of the contract. Comparable services as a result of system upgrades or bank mergers shall not cause an increase in pricing. Cost of services for any renewal periods shall be subject to the mutual agreement of both parties with written justification by the Offeror of any proposed price increases.

10.0 OTHER MATTERS

Ownership of Materials:

Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

Proprietary Information:

Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Freedom of Information Act, unless otherwise required by law or court. However, the offeror must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, including

any proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in the REJECTION of the proposal.

Considering this is a Request for Proposals, no information regarding the proposal records or the contents of responses will be released except in accordance with Section 2.2-4342 of the Code of Virginia. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.

11.0 GENERAL TERMS AND CONDITIONS

Applicable Laws and Courts:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

Anti-Discrimination:

By submitting their (bids/proposals), (bidders/offerors) certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and 2.2-4311 of the Virginia Public Procurement Act.

Ethics in Public Contracting:

By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

Qualifications of Offerors:

The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The City further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the City that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

Revisions to the Official RFP:

No offeror shall modify, revise, edit or make any unauthorized change(s) to the original Official Request for Proposal (RFP).

Clarification of Terms:

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the person whose name appears on the face of the solicitation no later than ten (10) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

Employment Discrimination, Drug Free Workplace, Immigration Laws:

By accepting an award to provide the requested services the firm must acknowledge, in writing, compliance with the following provisions of the Virginia Public Procurement Act:

Section 2.2-4311 – Employment discrimination by contractor prohibited; required contract provisions – All public bodies shall include in every contract of more than \$10,000.00 the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - 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. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting the requirements of this section.

2. The contractor shall include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

Section 2.2-4312 – Drug-free workplace to be maintained by contractor; required contract provisions – All public bodies shall include in every contract over \$10,000.00 the following provisions:

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 violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000.00, 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 any controlled substance or marijuana during the performance of the contract.

Section 2.2-4311.1 Compliance with federal, state and local laws and federal immigration law; required contract provisions.—All public bodies shall provide in every written contract that the contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Debarment Status:

By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

Testing and Inspection:

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

Taxes:

The City of Bristol, Virginia is normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

Insurance:

The successful firm, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting contract the insurance policies and/or bonds required. All such policies and/or bonds shall be effective prior to the beginning of any work under the resultant contract.

Professional Liability:

The successful firm is required to carry, at a minimum, a \$2,000,000.00 (two million dollars) professional liability policy and provide additional coverages as may be described in any resulting contract. In any case, the City of Bristol, Virginia shall be listed as an additional insured in the policy.

Availability of Funds:

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

Excusable Delay:

The City shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the City. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the City.

Permits and Fees:

All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Bristol, Virginia or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of VA.

Precedence of Terms:

General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

Assignment of Contract:

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

Default:

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

Cancellation of the Contract:

The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

Cooperative Procurement:

The City of Bristol, Virginia authorizes other municipalities, whether located in the Commonwealth of Virginia or not, to use the contract resulting from this procurement

transaction. Interested agencies shall deal directly with the firm selected to provide the requested services.

Attachment A - BILLING STATISTICS & PRICING SHEET

For the Period July 2015 through June 2016

Includes transactions from Bank Accounts Listed in Current Account Structure

	Monthly Average	12 Month Total	Per Item Cost	Annual Cost
GENERAL FUND OPERATING ACCOUNT				
AVERAGE DAILY LEDGER BALANCE	3,090,917	37,091,004		
DEPOSIT SERVICES				
Deposited Checks	1,480	17,761	0.00000	-
ACH Received Items	229	2,748	0.00000	-
Electronic Credits	48	576	0.00000	-
Cash Deposited	\$52,232	626,784	0.00000	-
Night Drop Deposit	32	384	0.00000	-
Returned Items	5	60	0.00000	-
DISBURSEMENT SERVICES:				
Checks Paid	469	5,628	0.00000	-
ACH Payments-Base Fee	1	12	0.00000	-
ACH Payments-Batch Release	1	12	0.00000	-
ACH Payments-One Day Item	8	96	0.00000	-
ACH Payments-Two Day Item	4	48	0.00000	-
Debits Posted	177	2,124	0.00000	-
Stop Payment	1	12	0.00000	-
Wire-Domestic	3	36	0.00000	-
ACCOUNT MAINTENANCE				
Account Maintenance with Check Return	1	12	0.00000	-
Account Maintenance with Chexstor		-	0.00000	-
Checks Returned w/Statement	469	5,628	0.00000	-
ONLINE SERVICES				
Basic Banking-Monthly Base	1	12	0.00000	-
CEO Image View	1	12	0.00000	-
CEO Search	1	12	0.00000	-

Attachment A - BILLING STATISTICS & PRICING SHEET

For the Period July 2015 through June 2016

Includes transactions from Bank Accounts Listed in Current Account Structure

	Monthly Average	12 Month Total	Per Item Cost	Annual Cost
SOLID WASTE OPERATING ACCOUNT				
AVERAGE DAILY LEDGER BALANCE	155,000	1,860,000		
DEPOSIT SERVICES				
Deposited Checks	142	1,704	0.00000	-
ACH Received Items	42	504	0.00000	-
Electronic Credits	23	276	0.00000	-
Cash Deposited	\$4,635	55,621	0.00000	-
Night Drop Deposit	3	36	0.00000	-
Returned Items	1	12	0.00000	-
DISBURSEMENT SERVICES:				
Checks Paid	61	732	0.00000	-
ACH Payments-Base Fee		-	0.00000	-
ACH Payments-Batch Release		-	0.00000	-
ACH Payments-One Day Item		-	0.00000	-
ACH Payments-Two Day Item		-	0.00000	-
Debits Posted	17	204	0.00000	-
Stop Payment		-	0.00000	-
Wire-Domestic		-	0.00000	-
ACCOUNT MAINTENANCE				
Account Maintenance with Check Return		-	0.00000	-
Account Maintenance with Chexstor		-	0.00000	-
Checks Returned w/Statement	13	156	0.00000	-
ONLINE SERVICES				
Basic Banking-Monthly Base	1	12	0.00000	-
CEO Image View	1	12	0.00000	-
CEO Search	1	12	0.00000	-

Attachment A - BILLING STATISTICS & PRICING SHEET

For the Period July 2015 through June 2016

Includes transactions from Bank Accounts Listed in Current Account Structure

	Monthly Average	12 Month Total	Per Item Cost	Annual Cost
SCHOOL BOARD OPERATING ACCOUNT				
AVERAGE DAILY LEDGER BALANCE	738,591	8,863,092		
DEPOSIT SERVICES				
Deposited Checks	73	876	0.00000	-
ACH Received Items	63	756	0.00000	-
Electronic Credits	8	96	0.00000	-
Cash Deposited	\$471	5,652	0.00000	-
Night Drop Deposit	2	24	0.00000	-
Returned Items	2	24	0.00000	-
DISBURSEMENT SERVICES:				
Checks Paid	149	1,788	0.00000	-
ACH Payments-Base Fee	1	12	0.00000	-
ACH Payments-Batch Release	1	12	0.00000	-
ACH Payments-One Day Item	45	540	0.00000	-
ACH Payments-Two Day Item	655	7,860	0.00000	-
Debits Posted	55	660	0.00000	-
Stop Payment		-	0.00000	-
Wire-Domestic		-	0.00000	-
ACCOUNT MAINTENANCE				
Account Maintenance with Check Return	1	12	0.00000	-
Account Maintenance with Chexstor		-	0.00000	-
Checks Returned w/Statement	149	1,788	0.00000	-
ONLINE SERVICES				
Basic Banking-Monthly Base	1	12	0.00000	-
CEO Image View	1	12	0.00000	-
CEO Search	1	12	0.00000	-

Attachment A - BILLING STATISTICS & PRICING SHEET

For the Period July 2015 through June 2016

Includes transactions from Bank Accounts Listed in Current Account Structure

	Monthly Average	12 Month Total	Per Item Cost	Annual Cost
DEPARTMENT OF SOCIAL SERVICES OPERATING ACCOUNTING				
AVERAGE DAILY LEDGER BALANCE	241,512	2,898,141		
DEPOSIT SERVICES				
Deposited Checks		-	0.00000	-
ACH Received Items	3	36	0.00000	-
Electronic Credits		-	0.00000	-
Cash Deposited		-	0.00000	-
Night Drop Deposit		-	0.00000	-
Returned Items		-	0.00000	-
DISBURSEMENT SERVICES:				
Checks Paid	324	3,888	0.00000	-
ACH Payments-Base Fee		-	0.00000	-
ACH Payments-Batch Release		-	0.00000	-
ACH Payments-One Day Item		-	0.00000	-
ACH Payments-Two Day Item		-	0.00000	-
Debits Posted	1	12	0.00000	-
Stop Payment		-	0.00000	-
Wire-Domestic		-	0.00000	-
ACCOUNT MAINTENANCE				
Account Maintenance with Check Return	1	12	0.00000	-
Account Maintenance with Chexstor		-	0.00000	-
Checks Returned w/Statement	324	3,886	0.00000	-
ONLINE SERVICES				
Basic Banking-Monthly Base		-	0.00000	-
CEO Image View		-	0.00000	-
CEO Search	1	12	0.00000	-

Attachment A - BILLING STATISTICS & PRICING SHEET

For the Period July 2015 through June 2016

Includes transactions from Bank Accounts Listed in Current Account Structure

	Monthly Average	12 Month Total	Per Item Cost	Annual Cost
INDUSTRIAL AUTHORITY OPERATING ACCOUNT				
AVERAGE DAILY LEDGER BALANCE	131,163	1,573,952		
DEPOSIT SERVICES				
Deposited Checks	2	24	0.00000	-
ACH Received Items	1	12	0.00000	-
Electronic Credits	2	24	0.00000	-
Cash Deposited		-	0.00000	-
Night Drop Deposit	2	24	0.00000	-
Returned Items		-	0.00000	-
DISBURSEMENT SERVICES:				
Checks Paid	6	72	0.00000	-
ACH Payments-Base Fee	1	12	0.00000	-
ACH Payments-Batch Release	1	12	0.00000	-
ACH Payments-One Day Item	1	12	0.00000	-
ACH Payments-Two Day Item	1	12	0.00000	-
Debits Posted	1	12	0.00000	-
Stop Payment		-	0.00000	-
Wire-Domestic		-	0.00000	-
ACCOUNT MAINTENANCE				
Account Maintenance with Check Return		-	0.00000	-
Account Maintenance with Chexstor	1	12	0.00000	-
Checks Returned w/Statement		-	0.00000	-
ONLINE SERVICES				
Basic Banking-Monthly Base	1	12	0.00000	-
CEO Image View	1	12	0.00000	-
CEO Search	1	12	0.00000	-

Attachment A - BILLING STATISTICS & PRICING SHEET

For the Period July 2015 through June 2016

Includes transactions from Bank Accounts Listed in Current Account Structure

	Monthly Average	12 Month Total	Per Item Cost	Annual Cost
PAYROLL ACCOUNT				
AVERAGE DAILY LEDGER BALANCE	25,934	311,208		
DEPOSIT SERVICES				
Deposited Checks	-	-	0.00000	-
ACH Received Items	-	-	0.00000	-
Electronic Credits	-	-	0.00000	-
Cash Deposited	-	-	0.00000	-
Night Drop Deposit	-	-	0.00000	-
Returned Items	-	-	0.00000	-
DISBURSEMENT SERVICES:				
Checks Paid	13	156	0.00000	-
ACH Payments-Base Fee	-	-	0.00000	-
ACH Payments-Batch Release	-	-	0.00000	-
ACH Payments-One Day Item	-	-	0.00000	-
ACH Payments-Two Day Item	1,018	12,216	0.00000	-
Debits Posted	2	24	0.00000	-
Stop Payment	-	-	0.00000	-
Wire-Domestic	-	-	0.00000	-
ACCOUNT MAINTENANCE				
Account Maintenance with Check Return	1	12	0.00000	-
Account Maintenance with Chexstor	-	-	0.00000	-
Checks Returned w/Statement	13	154	0.00000	-
ONLINE SERVICES				
Basic Banking-Monthly Base	-	-	0.00000	-
CEO Image View	-	-	0.00000	-
CEO Search	-	-	0.00000	-

Attachment A - BILLING STATISTICS & PRICING SHEET

For the Period July 2015 through June 2016

Includes transactions from Bank Accounts Listed in Current Account Structure

	Monthly Average	12 Month Total	Per Item Cost	Annual Cost
CLEAR CREEK GOLF COURSE OPERATING ACCOUNT				
AVERAGE DAILY LEDGER BALANCE	41,948	503,375		
DEPOSIT SERVICES				
Deposited Checks	19	228	0.00000	-
ACH Received Items	49	588	0.00000	-
Electronic Credits	46	552	0.00000	-
Cash Deposited	\$26,227	314,729	0.00000	-
Night Drop Deposit	30	360	0.00000	-
Returned Items	1	12	0.00000	-
DISBURSEMENT SERVICES:				
Checks Paid		-	0.00000	-
ACH Payments-Base Fee		-	0.00000	-
ACH Payments-Batch Release		-	0.00000	-
ACH Payments-One Day Item		-	0.00000	-
ACH Payments-Two Day Item		-	0.00000	-
Debits Posted	1	12	0.00000	-
Stop Payment		-	0.00000	-
Wire-Domestic		-	0.00000	-
ACCOUNT MAINTENANCE				
Account Maintenance with Check Return	1	12	0.00000	-
Account Maintenance with Chexstor		-	0.00000	-
Checks Returned w/Statement		-	0.00000	-
ONLINE SERVICES				
Basic Banking-Monthly Base	1	12	0.00000	-
CEO Image View	1	12	0.00000	-
CEO Search	1	12	0.00000	-

Attachment A - BILLING STATISTICS & PRICING SHEET

For the Period July 2015 through June 2016

Includes transactions from Bank Accounts Listed in Current Account Structure

	Monthly Average	12 Month Total	Per Item Cost	Annual Cost
OFFICE OF SHERIFF ACCOUNT				
AVERAGE DAILY LEDGER BALANCE	0	0		
DEPOSIT SERVICES				
Deposited Checks	3	36	0.00000	-
ACH Received Items		-	0.00000	-
Electronic Credits		-	0.00000	-
Cash Deposited	\$6	72	0.00000	-
Night Drop Deposit	1	12	0.00000	-
Returned Items		-	0.00000	-
DISBURSEMENT SERVICES:				
Checks Paid	1	12	0.00000	-
ACH Payments-Base Fee		-	0.00000	-
ACH Payments-Batch Release		-	0.00000	-
ACH Payments-One Day Item		-	0.00000	-
ACH Payments-Two Day Item		-	0.00000	-
Debits Posted		-	0.00000	-
Stop Payment		-	0.00000	-
Wire-Domestic		-	0.00000	-
ACCOUNT MAINTENANCE				
Account Maintenance with Check Return		-	0.00000	-
Account Maintenance with Chexstor	1	12	0.00000	-
Checks Returned w/Statement		-	0.00000	-
ONLINE SERVICES				
Basic Banking-Monthly Base		-	0.00000	-
CEO Image View		-	0.00000	-
CEO Search		-	0.00000	-

Attachment A - BILLING STATISTICS & PRICING SHEET

For the Period July 2015 through June 2016

Includes transactions from Bank Accounts Listed in Current Account Structure

	Monthly Average	12 Month Total	Per Item Cost	Annual Cost
SHERIFF CANTEEN ACCOUNT				
AVERAGE DAILY LEDGER BALANCE	0	0		
DEPOSIT SERVICES				
Deposited Checks	177	2,124	0.00000	-
ACH Received Items	1	12	0.00000	-
Electronic Credits		-	0.00000	-
Cash Deposited	\$595	7,134	0.00000	-
Night Drop Deposit	3	36	0.00000	-
Returned Items		-	0.00000	-
DISBURSEMENT SERVICES:				
Checks Paid	7	84	0.00000	-
ACH Payments-Base Fee		-	0.00000	-
ACH Payments-Batch Release		-	0.00000	-
ACH Payments-One Day Item		-	0.00000	-
ACH Payments-Two Day Item		-	0.00000	-
Debits Posted		-	0.00000	-
Stop Payment		-	0.00000	-
Wire-Domestic		-	0.00000	-
ACCOUNT MAINTENANCE				
Account Maintenance with Check Return		-	0.00000	-
Account Maintenance with Chexstor	1	12	0.00000	-
Checks Returned w/Statement		-	0.00000	-
ONLINE SERVICES				
Basic Banking-Monthly Base		-	0.00000	-
CEO Image View		-	0.00000	-
CEO Search		-	0.00000	-

Attachment A - BILLING STATISTICS & PRICING SHEET

For the Period July 2015 through June 2016

Includes transactions from Bank Accounts Listed in Current Account Structure

	Monthly Average	12 Month Total	Per Item Cost	Annual Cost
ASSET FORFEITURE ACCOUNT				
AVERAGE DAILY LEDGER BALANCE	0	0		
DEPOSIT SERVICES				
Deposited Checks	16	192	0.00000	-
ACH Received Items		-	0.00000	-
Electronic Credits	1	12	0.00000	-
Cash Deposited	1,878	22,535	0.00000	-
Night Drop Deposit	2	24	0.00000	-
Returned Items		-	0.00000	-
DISBURSEMENT SERVICES:				
Checks Paid	2	24	0.00000	-
ACH Payments-Base Fee		-	0.00000	-
ACH Payments-Batch Release		-	0.00000	-
ACH Payments-One Day Item		-	0.00000	-
ACH Payments-Two Day Item		-	0.00000	-
Debits Posted		-	0.00000	-
Stop Payment		-	0.00000	-
Wire-Domestic		-	0.00000	-
ACCOUNT MAINTENANCE				
Account Maintenance with Check Return	1	12	0.00000	-
Account Maintenance with Chexstor		-	0.00000	-
Checks Returned w/Statement		-	0.00000	-
ONLINE SERVICES				
Basic Banking-Monthly Base		-	0.00000	-
CEO Image View		-	0.00000	-
CEO Search		-	0.00000	-

Attachment A - BILLING STATISTICS & PRICING SHEET

For the Period July 2015 through June 2016

Includes transactions from Bank Accounts Listed in Current Account Structure

	Monthly Average	12 Month Total	Per Item Cost	Annual Cost
FLEX SPENDING ACCOUNT				
AVERAGE DAILY LEDGER BALANCE	0	0		
DEPOSIT SERVICES				
Deposited Checks	2	24	0.00000	-
ACH Received Items	5	60	0.00000	-
Electronic Credits		-	0.00000	-
Cash Deposited		-	0.00000	-
Night Drop Deposit	1	12	0.00000	-
Returned Items		-	0.00000	-
DISBURSEMENT SERVICES:				
Checks Paid			0.00000	-
ACH Payments-Base Fee			0.00000	-
ACH Payments-Batch Release			0.00000	-
ACH Payments-One Day Item			0.00000	-
ACH Payments-Two Day Item			0.00000	-
Debits Posted	5	60	0.00000	-
Stop Payment			0.00000	-
Wire-Domestic			0.00000	-
ACCOUNT MAINTENANCE				
Account Maintenance with Check Return	1	12	0.00000	-
Account Maintenance with Chexstor			0.00000	-
Checks Returned w/Statement			0.00000	-
ONLINE SERVICES				
Basic Banking-Monthly Base			0.00000	-
CEO Image View			0.00000	-
CEO Search			0.00000	-

Attachment A - BILLING STATISTICS & PRICING SHEET

For the Period July 2015 through June 2016

Includes transactions from Bank Accounts Listed in Current Account Structure

	Monthly Average	12 Month Total	Per Item Cost	Annual Cost
CAPITAL ACCOUNT				
AVERAGE DAILY LEDGER BALANCE	1,018,042	12,216,504		
DEPOSIT SERVICES				
Deposited Checks	-		0.00000	-
ACH Received Items	-		0.00000	-
Electronic Credits	-		0.00000	-
Cash Deposited	-		0.00000	-
Night Drop Deposit	-		0.00000	-
Returned Items	-		0.00000	-
DISBURSEMENT SERVICES:				
Checks Paid	-		0.00000	-
ACH Payments-Base Fee	-		0.00000	-
ACH Payments-Batch Release	-		0.00000	-
ACH Payments-One Day Item	-		0.00000	-
ACH Payments-Two Day Item	-		0.00000	-
Debits Posted	5	60	0.00000	-
Stop Payment	-		0.00000	-
Wire-Domestic	-		0.00000	-
ACCOUNT MAINTENANCE				
Account Maintenance with Check Return	1	12	0.00000	-
Account Maintenance with Chexstor	-		0.00000	-
Checks Returned w/Statement	-		0.00000	-
ONLINE SERVICES				
Basic Banking-Monthly Base	-		0.00000	-
CEO Image View	-		0.00000	-
CEO Search	-		0.00000	-



ATTACHMENT B: STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (“SCC”) registration information:

The undersigned 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 Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____

Date: _____

Name (Print): _____

Title: _____

Name of Firm: _____



CITY OF BRISTOL, VIRGINIA
300 Lee Street,
Bristol, VA 24201

Request for Proposal: Banking Services
RFP #201612-01
ADDENDUM #1

The City of Bristol, Virginia has received a request for additional information regarding Section 5.11 Optional and Future Banking Services. The enclosed addendum is being provided for informational purposes. Information as it relates to Section 5.11 Optional and Future Banking Services needs to be included in your proposal for Banking Services RFP #201612-01. The City is not accepting proposals for Payment Card Processing Services separate from the banking services as outlined in RFP #201612-01.

The City of Bristol, Virginia will accept proposals until 2:00 p.m. eastern time on January 20, 2017 in the office of the Procurement Manager, Mr. Don Quesenberry – City Hall, 300 Lee Street, Room 208, Bristol, Virginia, 24201 to provide banking services, as specified in the Scope of Services.

Offerors should carefully examine the specifications and fully inform themselves as to all conditions and matters, which would in any way affect the equipment/materials/service cost thereof. Should an offeror find discrepancies in or omissions from the specification or request for proposal, he/she should notify the Procurement Manager and obtain clarification prior to submitting the proposal. Only questions answered by formal Addenda will be binding; oral and other interpretations or classifications will be without legal effect. Copies of the Request for Proposal may be requested by calling 276-645-7328, or by downloading a copy from the City's web site at www.bristolva.org.

The right is reserved, as the interest of the CITY may require, to revise or amend the specifications prior to the date set for opening proposal; the opening date may be postponed if deemed necessary by the City's Procurement Manager. Such revisions and amendments, if any, will be announced by written Addenda to the specifications. In addition, the CITY reserves the right to accept or reject any proposals, in whole or in part, and to waive any informality.

**CITY OF BRISTOL, VIRGINIA
REQUEST FOR PROPOSAL: BANKING SERVICES RFP #201612-01
ADDENDUM**

The information below relates to section 5.11 Optional and Future Banking Services and may be used to provide pricing information in your proposal.

ATTACHMENT C - STATISTICS - PAYMENT CARD PROCESSING SERVICES

Solid Waste-Payment Card Processing/Merchant Services

of Credit Card Terminals: 1 Terminal & 1 Pin Pad
Transaction Type: Debit & Credit
Card Type: VISA, Master Card, & Discover
Software must be compatible with: n/a

Month	# of Sales	Amount of Sales
Dec-15	119	\$ 1,989
Jan-16	82	\$ 1,667
Feb-16	95	\$ 2,480
Mar-16	256	\$ 8,404
Apr-16	247	\$ 8,090
May-16	219	\$ 6,391
Jun-16	217	\$ 7,209
Jul-16	142	\$ 3,603
Aug-16	199	\$ 7,296
Sep-16	158	\$ 6,777
Oct-16	202	\$ 8,623
Nov-16	156	\$ 4,291

Clear Creek Golf Course-Payment Card Processing/Merchant Services

of Credit Card Terminals: 1 Terminal & 1 Pin Pad
Transaction Type: Debit & Credit
Card Type: VISA, Master Card, Discover, & American Express
Software must be compatible with: Golfnow Software

Month	# of Sales	Amount of Sales
Dec-15	119	\$ 1,989
Jan-16	82	\$ 1,667
Feb-16	95	\$ 2,480
Mar-16	256	\$ 8,404
Apr-16	247	\$ 8,090
May-16	219	\$ 6,391
Jun-16	217	\$ 7,209
Jul-16	142	\$ 3,603
Aug-16	199	\$ 7,296
Sep-16	158	\$ 6,777
Oct-16	202	\$ 8,623
Nov-16	156	\$ 4,291

Must be able to process gift cards.