REQUEST FOR PROPOSAL

Security Custody Services

HRTAC 2017-02

April 20, 2017
REQUEST FOR PROPOSALS (RFP)
Hampton Roads Transportation Accountability Commission
(Commission)

ISSUE DATE: April 20, 2017                    RFP No: HRTAC 2017-02

TITLE: Security Custody Services

ISSUED BY: Hampton Roads Transportation Accountability Commission, Procurement Office:
723 Woodlake Drive; Chesapeake, VA  23320

PURPOSE: The Hampton Roads Transportation Accountability Commission (HRTAC) is soliciting
proposals from qualified vendors to provide Security Custody Services for its fixed-income portfolio. The
Hampton Roads Transportation Accountability Commission currently maintains one (1) portfolio with
assets totaling approximately $400 million.

PERIOD OF CONTRACT: The original period of this contract will be for one year from date of last
signature on resulting contract. This contract may be renewed by the Commission [upon written
agreement of both parties] for three (3) successive one year periods, under the terms of the current
contract, and at a reasonable time (approximately 90 days) prior to the expiration. HRTAC reserves the
right to terminate the Contract at any time, with or without cause, upon thirty (30) days written notice.

COMPETITIVE PROPOSALS WILL BE RECEIVED UNTIL: 2:00 PM on Tuesday, May 9, 2017 for furnishing
the services described herein under Scope of Work in Attachment 2.

All Inquiries for Information should be directed to: Danetta M. Jankosky, Procurement, Phone: 757 420-
8300, Fax: 757 523-4881, Email: djankosky@hrtac.org or to the address noted above. All questions
must be submitted in writing to Ms. Jankosky before 2:00 PM on the date noted in Section IV below. If
necessary, an addendum will be posted on the following website at: www.hrtac.org.

It shall be the responsibility of the prospective Offeror to monitor the website, or request a copy to be
sent to it, for published addenda and to have all addenda signed by an authorized representative of
the company. All fully executed addenda must be returned to the Commission along with the signed
proposal. (Form 3)

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO THE PROCUREMENT OFFICER AT THE ADDRESS
SHOWN ABOVE. IF HAND-DELIVERED, DELIVER TO:

Receptionist, Front Lobby
    c/o HRTAC Procurement Office
    Regional Building
    723 Woodlake Drive
    Chesapeake, VA 23320

NOTE: PLEASE REFERENCE “SECTION VII: SPECIFIC PROPOSAL INSTRUCTIONS” AS TO SEQUENCE OF
SUBMITTAL DATA IN YOUR PROPOSAL.
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  Detailed Scope of Work
I: PURPOSE:
The Hampton Roads Transportation Accountability Commission (HRTAC or the Commission) is soliciting proposals from qualified vendors to provide Security Custody Services for its fixed-income securities. The Hampton Roads Transportation Accountability Commission currently maintains one (1) portfolio of fixed income securities totaling approximately $400 million. HRTAC also maintains overnight investments that do not require custody services of an additional $175 million. As part of an overall modification to its investment strategy HRTAC is currently restructuring its investment approach and is considering separating its fixed income securities into four (4) portfolios. Each of the portfolios will vary in size over time but are anticipated to initially hold: portfolio 1 - $75 million, portfolio 2 - $200 million, portfolio 3 - $75 million, and portfolio 4 - $50 million. HRTAC is soliciting proposals for custody services for the fixed income securities and intends to select one (1) service provider for all securities and portfolios.

II. BACKGROUND:
The Hampton Roads Transportation Accountability Commission (HRTAC), is a regional governmental entity created by the General Assembly of Virginia in 2014. HRTAC is comprised of the chief elected officer of each of the 10 cities and the board appointed elected officer of each of the 4 counties embraced by HRTAC, 3 state delegates and 2 state senators, and 4 non-voting members. HRTAC is responsible for determining how approximately $200 million per year in Hampton Roads Transportation Funds (HRTF), new regional transportation revenue, will be invested in transportation projects in Hampton Roads.

Over the course of this engagement, it is anticipated that the Commission will spend down its investable balances held in fixed income securities to a low point of $200 million in order to fund transportation projects. Based on current spending projections, the Commission estimates the average investable balance during the term of this engagement to be $300 million.

The Commission currently invests exclusively in high-quality fixed-income assets. The fixed income portfolio is currently managed by an external investment advisor. Approximately 55 individual positions are owned; current portfolio holdings can be found in Appendix C. The Commission expects the portfolio to generate an average of 5-10 purchases, and 5-10 sales/maturities per month over all four (4) portfolios.

As of February 28, 2017 the portfolios were diversified as follows: U.S. Treasuries (48%), Federal Agencies (46.6%), and Corporate Notes (5.4%). The maximum maturity permitted in the portfolio is 3 years; the longest security currently held matures in 2.5 years. It is possible that this asset allocation will change over time but the portfolios will always comply with the Commission’s Investment Policy (see Appendix D).

III. SUMMARY SCOPE OF WORK:
The custody firm will receive trade information from HRTAC’s investment advisors. The custody firm will have no responsibility for investing or reinvesting these monies except for providing an overnight investment vehicle. The Commission is NOT interested in securities lending.

This RFP does not obligate HRTAC to complete the selection and contract award process. HRTAC reserves the right to: 1) accept or reject any and all Proposals; 2) request additional information from any or all Proposers to assist HRTAC in its evaluation process; 3) amend or withdraw this
RFP prior to the announcement of the selected firm, or 4) award the proposed services in whole or in part, to one or more firms. In case of an amendment to the RFP, all Proposers will be provided with a copy of any such amendment(s) and be afforded the opportunity to revise their Proposals in response to the RFP amendment.

Description of Detailed Scope of Work is located in Attachment 2.

IV. SCHEDULE OF EVENTS:
The Commission shall make every effort to adhere to the following schedule leading to the award of a contract; however, this schedule is subject to change. Known Offerors will be notified of significant schedule changes. Please monitor website for updated information.

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsibility</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of RFP</td>
<td>Procurement Office/Staff</td>
<td>04/20/2017</td>
</tr>
<tr>
<td>Submission of Questions</td>
<td>Potential Offerors</td>
<td>2:00 PM on 04/27/2017</td>
</tr>
<tr>
<td>Addenda/Questions Published</td>
<td>Staff</td>
<td>05/02/2017</td>
</tr>
<tr>
<td>Submission of Proposal</td>
<td>Offerors</td>
<td>2:00 PM on 05/23/2017</td>
</tr>
<tr>
<td>Selection Shortlist</td>
<td>Evaluation Committee</td>
<td>06/05/2017</td>
</tr>
<tr>
<td>Finalist Interviews (Conference Call)</td>
<td>Evaluation Committee</td>
<td>06/13/2017</td>
</tr>
<tr>
<td>Approval by Commission</td>
<td>Commission</td>
<td>06/15/2017</td>
</tr>
<tr>
<td>Contract Negotiations</td>
<td>Procurement Office</td>
<td>06/19/2017</td>
</tr>
<tr>
<td>Issue Intent to Award</td>
<td>Procurement Office</td>
<td>07/17/2017</td>
</tr>
</tbody>
</table>

V. CONFLICTS AND QUESTIONS:

Should there be conflicts between the proposal documents and the final contract, the final contract shall take precedence.

Interpretations and Requests for Substitution: Any Offeror in doubt as to the true meaning of any part of this Request for Proposal may submit a written request to the Procurement Officer for an interpretation. The Offeror submitting a request will be responsible for its prompt and actual delivery. Any interpretation or approval will be made by addendum duly issued. A copy of such addendum will be posted on the appropriate website listed above. The Commission will not be responsible for any other explanations or interpretations of such documents that anyone purports to make. Only questions answered by formal written addenda will be binding; oral and other interpretations or clarifications will be without legal effect.

Offerors must submit every request for interpretation or clarification regarding the services to be provided in writing; by email to djankosky@hrtac.org or by facsimile transmission to (757) 523-4881, to the attention of Danetta Jankosky, Procurement Office. To be given consideration, such questions/requests must be received on the date and time noted in Section IV. Any and all such interpretations, clarifications, and any supplemental instructions will be issued in the form of written addenda, posted on the designated website, prior to the date fixed for receiving proposals. Failure to receive such addenda shall not relieve Offerors from any obligation under this proposal as submitted.
When inquiring, replying or forwarding, please list the RFP number in the subject line. This is used to direct the email or fax to the appropriate person so the Commission may provide prompt service to your request when staff is not available.

Questions regarding this Request for Proposals should be directed, in writing, to Danetta M. Jankosky, Procurement Office, to the address above, or email: djankosky@hrtac.org.

VI. PROPOSAL PREPARATION AND INSTRUCTIONS:

In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original (marked ORIGINAL), six (6) hard copies, and one (1) .pdf on CD or USB flash drive of the proposal must be submitted to the Procurement Office. No other distribution of the proposal shall be made by the Offeror.

A. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in the Procurement Officer requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Mandatory requirements are those required by law or such that they cannot be waived and are not subject to negotiation.

B. Offerors shall examine the RFP, shall exercise their own judgment as to the nature of the whole of the work to be done, and must assume all risk for any computations or statements made in completing the proposal.

C. Proposals should be prepared simply and economically, providing a straight-forward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be placed on completeness and clarity of content. Elaborate brochures and excessive promotion materials are not required or desired.

D. Proposals should be organized in the order in which the requirements are presented in Section VII of the RFP. All pages of the proposal should be numbered. Each paragraph should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-number, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-number should be cross repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information that the Offeror desires to present that does not fall within an area of the requirement of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

E. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in this single volume, with the exception of proprietary information (see Form 9).
VII. **SPECIFIC PROPOSAL INSTRUCTIONS:** Proposals should be submitted as one (1) bound volume and be as thorough and detailed as possible so that the Commission may properly evaluate the Offeror’s capabilities to provide the required services. Offerors are required to submit the following as a complete proposal:  

**Please submit in order indicated below:**

A. All Required Forms (located in Appendix B of RFP). All forms shall be signed and/or completed as required.

B. The Offeror shall provide a concise description of its work experiences as they relate to the Scope of Work outlined herein including, but not be limited to:

1. A brief history of the firm, including the number of years in business, the size of the firm, and the location of the office from which the work is to be done.

2. Provide statement of financial stability. Submit a copy of most recent annual audited financial statement if this is a public document.

3. Provide documentation showing a minimum of five (5) years’ demonstrated experience, preferably with public sector/government organizations, and any other specialized services.

4. Provide a brief description of your organization structure.

5. Describe Affirmative Action and DBE Participation: Offeror shall present documentation to describe its compliance with the Federal and State nondiscrimination laws and regulations and its Small/Woman and Minority (SWaM) owned and Disadvantaged Business Enterprise (DBE) activities.

6. Describe staff and other resources which will be assigned to this contract. Include resumes of those individuals to include years of experience with similar successful contracts comparable to the requirements contained in the solicitation, and years with the Offeror.

7. Exceptions to RFP. Please provide any exceptions to the terms of this RFP that you feel are necessary in order to fulfill this solicitation.

C. RFP Questions - Please provide the information requested below.

1. Identify the individuals that will be directly involved in the management of the relationship. Please complete the following table:

<table>
<thead>
<tr>
<th>Individual</th>
<th>Location</th>
<th>Years of Industry Experience</th>
<th>Years of Experience with Firm</th>
<th>Proposed Role</th>
</tr>
</thead>
</table>
2. How frequently do you propose reviewing this relationship with the Commission? Will these meetings be in-person?

3. Will a specific customer service representative be assigned to handle day-to-day transactions for this relationship?
   a. Describe the responsibilities of the customer service personnel, including the chain of command for problem resolution.
   b. What are the hours of operation of each customer service unit involved in supporting the proposed services?

4. List the total number and market value of institutional custody accounts as of December 31 for the following years: 2014, 2015, and 2016.

5. Describe your firm’s history and experience of providing custody services.

6. Provide the cut off times for notification of a transaction settling the same day.
   a. Fed Book Entry
   b. DTC

7. Are security transactions settled on an actual or contractual basis? If trades are settled on an actual basis, how will you compensate the Commission for fail float?

8. At what time does the firm credit interest, dividends, and maturities?

9. Trade details are currently faxed to the custody firm with a follow-up e-mail or phone call to confirm receipt of the trade instructions. Can your firm accommodate this process? What other electronic trade initiation/settlement processes can your firm support?

10. Describe the process the Commission would follow to wire funds from the custody account to its main depository account? What methods can the Commission use to instruct your firm to initiate outgoing wires (phone, e-mail, fax, online)?

11. If the Commission is depositing additional funds into the custody account, what notification by the Commission is required? If notification is required, what methods can the Commission use to notify your firm about incoming wires (phone, e-mail, fax, online)? Will the firm confirm the receipt of the wire? How will this confirmation occur (phone, e-mail, fax, online)?

12. Describe any sub-custodial arrangements that would be used for domestic, fixed-income securities belonging to the Commission.

13. Reporting
   a. Describe the frequency and format of custody reports that the firm would provide to the Commission. Include sample reports.
b. Does the firm provide information to clients through an on-line inquiry/reporting service? Describe the information available (e.g. pending trades, asset list by account, transaction history).

c. How many days after month-end is reporting available?

d. What pricing source does the firm use for market valuation of securities?

e. Can information be exported to Microsoft Excel? Please describe.

f. What is the lag time between trade execution, availability of on-line transaction data, and the settlement of the transaction to the firm’s reporting system?

14. Overnight Investment Sweep

a. What short-term investment vehicle(s) does the firm propose to use for the overnight sweep?

b. Does a reserve requirement apply for the proposed overnight sweep option?

c. What time of day is the cash sweep deadline? Is it end-of-day or next-day sweep?

d. Provide return history for the thirty-six month period from March 2014 through February 2017.

e. What fee (if any) is charged to sweep funds into the proposed investment vehicle(s)? How is the fee calculated?

f. Is the sweep option automated? If not, what process does the firm use to ensure cash balances are invested?

D. RFP Additional Information Requested (not included in the 20 page limit)

1. Describe the types of insurance and bonding carried.

2. Include a copy of the firm’s most recent reports issued in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 16.

3. Provide sample agreements for the services you are proposing to provide to the Commission. Also provide copies of any other documents that will need to be signed/entered into related to the services, including any procedures manuals or terms and conditions that are incorporated, by reference, into the agreements.

VIII. DISCLOSURE OF PROPOSAL CONTENTS AND CONFLICT OF INTEREST:

Offerors should be aware that the terms of the contract awarded pursuant to the RFP are public information. During the RFP submission and evaluation process, all proposals will be held in confidence and will not be revealed to or discussed with competitors, unless disclosure is required to be made by law or by court ruling. The Commission may use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this provision.

The members and employees of HRTAC (and certain contracts entered into by HRTAC) are subject to applicable Virginia Law relating to conflicts of interest, including the Virginia State and Local Government Conflicts of Interests Act (The “Conflicts of Interests Act”). As part of its proposal, the Offeror must disclose any potential conflicts of interest or matters that would constitute a “personal interest” of any “employee” or “officer” (as those terms are defined by the Conflicts of Interests Act) of HRTAC (and, in certain cases, personal interests of their
respective family members and business affiliates) of which the Offeror is aware and which would be implicated by the submission or consideration of the Offeror’s proposal. (The definition of “officer” under the Conflicts of Interests Act would cover a member of HRTAC.) HRTAC reserves the right to reject any proposal that cannot be considered or accepted due to the application of the Conflicts of Interest Act or other applicable law.

IX. SUBMITTAL PROCESS AND INFORMATION:

One (1) original (specifically marked “Original”), six (6) hard copies, and one (1) .pdf copy of the proposal on a CD or USB flash drive shall be submitted. Facsimile copies will not be accepted. The Commission will accept proposals until 2:00 PM on Tuesday, May 9, 2017 delivered to:

Danetta M. Jankosky  
HRTAC, Procurement Office  
Regional Building  
723 Woodlake Drive  
Chesapeake, VA 23320

The Commission reserves the right to request clarification of information submitted. Failure to provide this additional information within a reasonable time period, as specified by the Commission, shall be reason for the Offeror’s proposal to be considered non-responsive.

HRTAC is not responsible for any internal or external delivery delays which may cause any Proposal to arrive beyond the stated deadline. To be considered, Proposals must arrive at the time and place specified herein prior to the Due Date. Late Proposals will not be accepted. A Proposal submitted by fax or electronic transmission will NOT be accepted. A Proposer may, after submitting a Proposal, amend its Proposal by submitting a second, amended Proposal, clearly labeled “Amended Proposal Enclosed – Security Custody Services”, as long as the amended Proposal is submitted within the parameters specified herein.

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

Trade secrets or proprietary information submitted (in a separate package) by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (§2.2-4342F of the Code of Virginia). Please reference Form 9 when replying to this section.

The Commission shall not be responsible for any expense incurred by the Offeror in preparing and submitting a Proposal, for answering any subsequent inquiries, or participating in interviews for evaluation or contract negotiations. All submissions are final, and may not be withdrawn.
The Commission will only provide information (or access to same) that is readily available and does not propose to prepare any further special reports. The Commission reserves the right to charge its normal fees for materials copied.

The right is reserved, as the interests of the Commission may require, to revise and/or amend the specifications prior to the date set for acceptance of proposals; the acceptance date may be postponed if deemed necessary by the Procurement Officer. Such revisions and amendments, if any, will be announced by an addendum to this solicitation on the website.

Late Proposals: To be considered for selection, proposals must be received in the Regional Building by the designated date and time (see Section IV). Proposals received after the date and time designated will be disqualified and will not be considered. The Commission is not responsible for delays in the delivery of mail by the U.S. Postal Service or private couriers. It is the sole responsibility of the Offeror to insure that its Proposal reaches the Commission by the designated date and time. Receipt of the proposals scheduled during a period of suspended business operations will be rescheduled for processing at the same time on the next business day.

Irregular Proposals: Proposals shall be considered irregular and may be rejected for any of the following reasons unless otherwise prohibited by law:

- If there are unauthorized additions or conditional conditions, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

- If the Offeror adds any provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award.

- If the Offeror fails to meet the proposal specifications or is unresponsive to proposal specifications, questions, and/or terms.

- If the Offeror fails to include an authorized representative’s signature on company letterhead.

Withdrawal or Revision of Proposals: An Offeror may, without prejudice, withdraw a Proposal submitted prior to the date and time specified for receipt of proposals by requesting such withdrawal in writing before the time set for receiving proposals. Telephonic communications for withdrawal shall not be accepted.

Any Offeror may modify its Proposal by facsimile communication at any time, provided such communication is received by the Commission prior to the due date of proposals. The communication should not reveal the proposal price, but should provide the addition or subtraction or other modification. If written confirmation is not received within two days after the fax, no consideration will be given to the facsimile modification.
X. **SELECTION CRITERIA:**

An Evaluation Committee (EC) composed of representatives from the staff of HRTAC, HRPDC, member jurisdiction(s), and a committee of the HRTAC will evaluate each proposal received and submit a recommendation to the Procurement Officer. The EC will evaluate each proposal pursuant to its standard procurement procedures consistent with the procurement of services through competitive negotiation. Selection will be made on the basis of the following factors along with evaluation of oral presentations.

A. The following criteria/factors will be used to select the top proposal(s). The Evaluation Committee shall select two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, and may request conference calls of all Offerors so selected. If conference calls are requested, the selected Offerors will be reevaluated according to the evaluation criteria stated below. Negotiations shall then be conducted with each of the selected Offerors. The Offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor.

<table>
<thead>
<tr>
<th>Factors</th>
<th>Point Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demonstrated relevant experience with HRTAC,</td>
<td>25%</td>
</tr>
<tr>
<td>public municipalities or other similar governmental entities:</td>
<td></td>
</tr>
<tr>
<td>Appropriate composition and experience of proposed team,</td>
<td>30%</td>
</tr>
<tr>
<td>overall firm depth and resources, availability of principals</td>
<td></td>
</tr>
<tr>
<td>and interview feedback (if applicable)</td>
<td></td>
</tr>
<tr>
<td>Proposed fees and compensation</td>
<td>35%</td>
</tr>
<tr>
<td>Ability to sweep cash balances into a permitted investment</td>
<td>10%</td>
</tr>
<tr>
<td>with a competitive rate of return</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>

B. Offerors selected for an interview will be contacted at least three days before the conference call date noted in Section IV. Each interview will be no more than 60 minutes, with an Offeror’s presentation limited to not more than 20 minutes. Any area of specific concern will be identified before the interview. If interviews are required, they will be held on the date noted in Section IV.

XI. **AWARD OF CONTRACT:**

A. After negotiations have been conducted with each Offeror so selected, the Evaluation Committee shall select the Offeror that, in its opinion, has made the best proposal and provides the best value, and once approved by HRTAC the contract will be awarded to that Offeror. Terms and conditions of multiple awards are so provided in this Request for Proposal, awards may be made to more than one Offeror. Should the Committee 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.

B. The Evaluation Committee and/or the Commission reserve the right to reject any and all
proposals, to waive any and all informalities, and to disregard all non-conforming or conditional
proposals or counter proposals. The Evaluation Committee and/or the Commission reserve the
right to reject any proposals if investigation of such offerors fails to satisfy the Evaluation
Committee and/or the Commission that such offeror is properly qualified to carry out the
obligations and to complete the work contemplated by the contract documents.

C. The Evaluation Committee and/or the Commission may cancel this Request for Proposals at any
time prior to an award, and neither is required to furnish a reason why a particular proposal was
not deemed the most advantageous.

D. The RFP, including its venue, termination, and payment schedule provisions, shall be
incorporated by reference into the contract documents as if its provisions were stated verbatim
therein. Therefore, any exception to any provisions of the RFP shall be explicitly identified in a
separate “Exceptions to RFP” section of the proposal for resolution before execution of the
contact. In case of any conflict between the RFP and any other contract documents, the
contract shall prevail. Please identify any “Exceptions to RFP.” In the case of any conflict
between the proposal and any other contract documents, the contract shall take precedence.

E. Any and all proposals will be rejected if there is reason to believe that collusion exists among the
Offerors. The signature on the face of the proposal certifies that the proposal is made without
prior understanding, agreement, or connection with any corporation, firm, or person also
submitting a proposal for the same services, and is in all respects fair and without collusion or
fraud. Collusive bidding is a violation of the Virginia Governmental Frauds Act and federal law
and can result in fines, prison sentences, and civil damage awards. Offeror’s signatory agrees to
abide by all conditions of this proposal and certifies that he/she is authorized to sign the
proposal.
XII. **PRICING SCHEDULE:**

1. Please complete the table below with your proposed fees. **Fees related to all services described in the proposal must be listed – even if the service is not shown in the table.** Also, include any one-time or set-up charges, research fees, minimum fees and all other fees that will be charged.

<table>
<thead>
<tr>
<th>SECURITY CUSTODY SERVICES</th>
<th>Annual Volume</th>
<th>Proposed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACCOUNT BASED FEES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administration Fee – Asset Based</td>
<td>$400,000,000</td>
<td></td>
</tr>
<tr>
<td>Administration Fee – Holding Based</td>
<td>55</td>
<td></td>
</tr>
<tr>
<td>Account Maintenance Fee</td>
<td>1</td>
<td></td>
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<tr>
<td>Portfolio Reporting – per Relationship</td>
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<tr>
<td>Portfolio Reporting – per Account</td>
<td>4</td>
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<tr>
<td>Set Up Costs</td>
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<tr>
<td>Minimum Fee</td>
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<td>TRANSACTION FEES</td>
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<td>Domestic Fixed Income Buy</td>
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<td>Domestic Fixed Income Sell</td>
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<td>Domestic Fixed Income Maturity</td>
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<td>Domestic Fixed Income Interest Received</td>
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<td>CASH MANAGEMENT FEES</td>
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<td>Domestic Fed Wire Out</td>
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<tr>
<td>Intra-Bank Transfers</td>
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2. Are you able to send invoices on a monthly or quarterly basis electronically? How soon after month-end, do you invoice clients?

3. For how long are the fees guaranteed?
APPENDIX A

SECTION I

REQUIRED GENERAL TERMS AND CONDITIONS
GOODS AND NON-PROFESSIONAL SERVICES

A. VENDORS’ MANUAL
B. APPLICABLE LAWS AND COURTS
C. ANTI-DISCRIMINATION
D. ETHICS IN PUBLIC CONTRACTING
E. IMMIGRATION REFORM AND CONTROL ACT OF 1986
F. DEBARMENT STATUS
G. ANTITRUST
H. MANDATORY USE OF COMMISSION FORMS AND TERMS AND CONDITIONS
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J. PAYMENT
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L. QUALIFICATIONS OF BIDDERS OR OFFERORS
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O. CHANGES TO THE CONTRACT
P. DEFAULT
Q. TAXES
R. USE OF BRAND NAMES
S. TRANSPORTATION AND PACKAGING
T. INSURANCE
U. ANNOUNCEMENT OF AWARD
V. DRUG-FREE WORKPLACE
W. NONDISCRIMINATION OF CONTRACTORS
X. AVAILABILITY OF FUNDS
Y. TERMINATION OF CONTRACT
Z. COOPERATIVE PROCUREMENT
AA. LITIGATIONS WITH THE ORGANIZATION
BB. PRIOR DEFAULTED CONTRACTS
CC. CRIMINAL CONVICTIONS
DD. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH
A. **VENDORS’ MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors’ Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors’ Manual*. A copy of the manual is accessible on the Internet at: [http://eva.state.va.us/](http://eva.state.va.us/) under “Manuals.”

B. **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 an appropriate state court of jurisdiction in the City of Chesapeake, Virginia. The Offeror shall comply with all applicable federal, state and local laws, rules and regulations.

C. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commission that they will conform to the provisions of the *Federal Civil Rights Act of 1964*, as amended, as well as the *Americans With Disabilities Act* and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursement made pursuant to the contract on the basis of the recipient’s religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. *(Code of Virginia, § 2.2-4343.1E)*

In every contract over $10,000.00, the provisions in 1. and 2. below apply:

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 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 these nondiscrimination clauses.
   
   b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
   
   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.
D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any 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.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, Offerors certify that they do not, and will not during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the *Federal Immigration Reform and Control Act of 1986*.

F. **DEBARMMENT STATUS:** By submitting their proposals, 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.

G. **ANTITRUST:** By entering into a contract, the Offeror conveys, sells, assigns, and transfers to the Commission all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commission under said contract.

H. **MANDATORY USE OF COMMISSION FORMS AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commission reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. **CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror must contact, in writing, the Procurement Officer whose name appears on the face of the solicitation by the date stated for questions. Any revisions to the solicitation will be made only by addendum issued by the Procurement Officer.

J. **PAYMENT:**

1. **To Prime Contractor:**
   a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Contract Number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days however.

c. All goods or services provided under this contract or purchase order that are to be paid for with public funds, shall be billed by the contractor at the contract price.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of firm transfer.

e. **Unreasonable Charges:** Under certain emergency procurements and for most time and material purchases final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commission shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve a department of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, SS 2.2-4363*).

2. **To Subcontractors:**
   a. A Contractor awarded a contract under this solicitation is hereby obligated:

      (1) To pay the subcontractor(s) within seven (7) days of the Contractor’s receipt of payment from the Commission for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

      (2) To notify the department and the subcontractor(s), in writing, of the Contractor’s intention to withhold payment and the reason.

b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commission, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Contractor’s obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commission.
K. **PRECEDENCE OF TERMS:** Paragraphs A-J of these 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 take precedence.

L. **QUALIFICATIONS OF OFFERORS:** The Commission 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 Commission all such information and data for this purpose as may be requested. The Commission reserves the right to inspect Offeror’s physical facilities prior to award to satisfy questions regarding the Offeror’s capabilities.

The Commission further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commission 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.

M. **TESTING AND INSPECTION:** The Commission reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the advance written consent of the Commission.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

a. The parties may agree, in writing, to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

b. The Procurement Officer may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as a result of such order and shall give the Procurement Officer a credit of any savings. Said compensation shall be determined by one of the following methods:

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

2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Procurement Officer’s right to audit the Contractor’s records and/or to determine that correct number of units independently; or
3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Procurement Officer with all vouchers and records of expenses incurred and savings realized. The Procurement Officer shall have the right to audit the records of the Contractor as deemed necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Officer within thirty (30) days from the date of receipt of the written order from the Procurement Officer. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving dispute provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors’ Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Procurement Officer or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commission, 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 with the Commission may have.

Q. **TAXES:** Sales to the Commission are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commission’s tax exemption registration number is: 54-1545555.

R. **INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. The Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Coverages afforded under the required policies listed below shall not be canceled by the Contractor or allowed to lapse or expire. However, in the event that any insurance coverage required under this Agreement is canceled by the insurance company or lapses due to no fault of the Contractor, Contractor shall (i) provide the Commission with not less than thirty (30) calendar days prior written notice that said insurance policy has lapsed or has been canceled due to no fault of Contractor and (ii) restore said insurance policy with the same insurance company or obtain a replacement insurance policy that satisfied the insurance obligations required in this Agreement within thirty (30) calendar days from the date of any notice to Contractor that its insurance policy has been canceled or has lapsed.
The Commission must be named as an additional insured on the insurance certificate reflecting Commercial General Liability and other insurance coverages.

INSURANCE COVERAGES AND LIMITS REQUIRED:

a. Workers’ Compensation – Statutory requirements and benefits.

b. Employer’s Liability - $1,000,000.

c. Commercial General Liability: A minimum of $1,000,000. Combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage (to extend for 2 years past the work completion date).

d. Automobile Liability - $1,000,000 – Combined single limit. *(Only used if motor vehicle is to be used in the contract.)*

e. Professional Liability Insurance: The Consultant shall maintain during the life of this contract such Professional Liability Insurance, including Bodily Injury and Property Damage if excluded in Commercial General Liability coverage required above, as to protect the Consultant, the Consultant staff, or by any subcontractor or anyone directly or indirectly employed by either of them against claims for damages, including protection of the Commission. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance shall be as follows:
   a. $1,000,000 each incident
   b. $2,000,000 aggregate

   NOTE: If a Contractor for professional services states there is property damage and bodily injury coverage equivalent to above within the Professional Liability policy that shall be specifically stated on the Insurance Certificate form.

S. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over $25,000, as a result of this solicitation, the Procurement Officer will publically post such notice on the Commission’s website (www.hrtac.org) for a minimum of 10 days.

T. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connections with a specific contract awarded to a Contractor, the employees of which are prohibited from engaging in the unlawful manufacture, sale, distribution,
dispensation, possession of use of any controlled substance or marijuana during the performance of the contract.

U. **NONDISCRIMINATION OF CONTRACTORS:** An Offeror shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability, or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the Commission shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Commission shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

W. **TERMINATION OF CONTRACT:** The Commission may terminate the contract for cause or for convenience after giving thirty (30) days’ notice in writing to the Contractor. The written notice shall state whether the termination is for convenience or cause.

**Termination for Cause:** If the Contractor should breach the contract or fail to perform the services required by the contract, the Commission may terminate the contract for cause by giving written notice or may give the Contractor a stated period of time within which to remedy its breach of contract by delivering a written cure notice to the Contractor. If the Contractor shall fail to remedy the breach within the time allotted by the Commission, the contract may be terminated by the Commission at any time thereafter upon written notice to the Contractor or, in the alternative, the Commission may give such extension of time to remedy the breach as the Commission determines to be in its best interest. The Commission’s forbearance by not terminating the contract for a breach of contract shall not constitute a waiver of the Commission’s right to terminate nor acquiescence in future act or omissions by the Contractor of a like nature. If the contract is terminated for cause, breach of contract or failure to perform, the Contractor may be subject to a claim by the Commission for the costs and expenses incurred in securing a replacement contractor to fulfill the obligations of the contract. In the event a Cure Notice is required, the Commission will use the address provided to the Commission in bids or proposals. It shall be the Contractor’s responsibility to notify the Commission in writing within 10 days of knowing a change of address. The written notice shall include the Commission’s contract number and the effective date of the address change.

In the event the Contractor breaches the contract or fails to perform the services required by the contract, in addition to terminating this contract for cause, the Commission reserves the right, in its sole discretion, to terminate for cause any other open contract the Contractor has with the Commission.

**Termination for Convenience:** The contract may be terminated by the Commission in whole or in part for the convenience of the Commission without a breach of contract by delivering to the Contractor a written notice of termination specifying the extent to which performance under the contract is terminated and the effective date of the termination. Upon receipt of such a
notice of termination, the Contractor must stop work, including but not limited to work performed by subcontractors and consultants, at such time as to the extent specified in the notice of termination.

If the contract is terminated in whole or in part for the convenience of the Commission, the Contractor shall be entitled to those fees earned for work done prior to the notice of termination and thereafter shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the contract which were terminated. The Contractor will be compensated for reasonable costs or expenses arising out of the termination for the convenience of the Commission for delivery to the Commission of all products of the services for which the Contractor has or will receive compensation.

**Delivery of Materials:** Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver to the Commission all products or services for which the Contractor has been or will be compensated. Unless otherwise agreed to in writing, the Contractor shall deliver the materials to the Commission within thirty (30) days of the Notice of Termination of the Contract. Failure to do so may result in action for “breach of contract” or “failure to perform.”

**Compensation Due the Contractor:** Upon such termination, the Contractor shall be entitled to the compensation accrued to the date of termination. Payment of the balance of the accrued compensation shall be dependent on the Contractor providing the required project material to the Commission. Said fees which have been earned shall be billed to the Commission in accordance with the normal billing process, but in no case later the sixty (60) days after the last work is performed. Any termination by the Commission for default, found by a court of competent jurisdiction not to have been justified as a termination for default, shall be deemed a termination for the convenience of the Commission.

The Contractor shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than sixty (60) days after all services are performed. All amounts invoiced are subject to deductions for amounts previously paid. All payments due the Contractor under this contract are subject to appropriation by the granting agency.

**X. COOPERATIVE PROCUREMENT:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at any time during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by the HRTAC and upon mutual agreement of the Contractor. Such modification shall name the specific public body added or deleted and the effective date. The Contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification. The successful vendor/contractor shall deal directly with each public agency or body in regard to order placement, delivery, invoicing and payment.

**Y. LITIGATION WITH THE COMMISSION:** The Commission, in its sole discretion, may choose not to make an award to an Offeror who is in litigation with the Commission at the time of proposal evaluation. This provision also applies if any parent company, principal, officer, or wholly
owned subsidiary of the Offeror is in litigation with the Commission at the time of the proposal evaluation.

Z. **PRIOR DEFAULTED CONTRACTS:** The Commission, in its sole discretion, may choose not to make an award to an Offeror who has previously defaulted on a contract with the Commission. This provision also applies any parent company, principal, officer, or wholly owned subsidiary of the Offeror has previously defaulted on a contract with the Commission.

AA. **CRIMINAL CONVICTIONS:** The Commission, in its sole discretion, may choose not to make an award to an Offeror if any principal, officer, director, or staff member of the firm assigned to work under a contract awarded pursuant to this solicitation has been convicted of any felony or of a misdemeanor involving moral turpitude in the past ten (10) years.

BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
APPENDIX A

SECTION II

SPECIAL TERMS AND CONDITIONS
GOODS AND NON-PROFESSIONAL SERVICES

ADVERTISING
AUDIT
CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION
CONTINUITY OF SERVICES
IDENTIFICATION OF BID/PROPOSAL ENVELOPE
INDEFINITE DELIVERY/INDEFINITE QUANTITY
INDEMNIFICATION
MINORITY/WOMEN-OWNED BUSINESSES
PROJECTED REQUIREMENT/ESTIMATED QUANTITIES
PROPOSAL ACCEPTANCE PERIOD
STATE CORPORATION COMMISSION IDENTIFICATION NUMBER
**ADVERTISING:** In the event a contract is awarded for services resulting from this proposal, no indication of such contract or the provision of services to the Commission will be used in the contractor’s literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commission or any department or agency of the Commission has purchased or uses its services.

**AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commission, whichever is sooner. The Commission auditors shall have full access to the right to examine any of said materials during said period.

**CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** Contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients shall be collected and held confidential, during and following the term of this agreement, and shall not be divulged without the individual’s and the Commission’s written consent and only in accordance with federal and state Code. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the Commission of any breach or suspected breach in the security of such information. Contractors shall allow the Commission to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

**CONTINUITY OF SERVICES:**

a. The contractor recognizes that the services under this contract are vital to the Commission and must be continued without interruption and that, upon contract expiration, a successor, either the Commission or another contractor, may continue them. The contractor agrees:

1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

2. To make all Commission owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor.

3. That the Procurement Officer shall have final authority to resolve disputes related to the transition of the contract from the contractor to its successor.

b. The contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer’s approval.

c. The contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in/phase-out operations) and a fee (profit) not to exceed a pro-rate portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
IDENTIFICATION OF PROPOSAL PACKAGE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From ________________________________________________

Name of Offeror  Due Date  Time

_________________________________________  __________________

Street or Box Number  RFP No.

_________________________________________  _____________________________________

City, State, Zip Code  RFP Title

Name of Procurement Officer: Danetta M. Jankosky, Procurement Office

The envelope/package should be addressed as directed on Page 2 of this solicitation.

If a proposal is mailed, the Offeror takes the risk that the package, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the package.

The contractor shall complete any order issued during the effective period of this contract and not completed within the contract period within the time specified in the order. The contract shall govern the contractor’s and Commission’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; that the contractor shall not be required to make any delivery under this contract after thirty (30) days of the expiration of the contract.

INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commission, its officers, agents, and employees for any and all damages arising out of the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the contractor in performance of the contract.

MINORITY/WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms are available through the Commonwealth’s eVA procurement system. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the Procurement Officer, on a quarterly basis, the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

Disadvantaged Business Enterprises and Disadvantaged Minority Business Enterprises:

The recipient in accordance with Title VI of the Civil Rights Act of 1964, 78 stat. 252 US C 2000d-2004d-4 and Title 49 CFR Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally-assisted programs of the Department of
Transportation, issued pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation, and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

It is the policy of the Commission that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of DOT assisted contracts. The Commonwealth’s Department of Small Business and Supplier Diversity (SBSD) has encompassed both SWaM (Small, Women-owned, and Minority-owned Business) and DBE (Disadvantaged Business Enterprise). This Department can be found at www.dmbe.virginia.gov. This department will coordinate certification for these types of vendors. Consultants are encouraged to take all necessary and reasonable steps to ensure that SWaM and DBEs have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider SWaM and DBEs as potential sub-consultants. The consultant is encouraged to contact SWaM and DBEs to solicit their interest, capability and qualifications. Any agreement between a consultant and a SWaM or DBE whereby the SWaM or DBE promises not to provide services to other consultants is prohibited. If a SWaM or DBE is not certified, they must become certified (with the Virginia Department of Minority Business Enterprise) prior to your response being submitted. If a SWaM or DBE is the prime consultant, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by SWaM or DBE sub-consultants. SWaM or DBE prime consultants are encouraged to make the same outreach efforts as other consultants. SWaM or DBE credit will be awarded only for work actually being performed by the SWaM or DBE themselves. When a SWaM or DBE prime consultant, or sub-consultant, subcontracts work to another firm, the work counts toward SWaM or DBE goals only if the other firm is itself a SwaM or DBE. A SWaM or DBE must perform or exercise responsibility for at least 30% of the total cost of the contract with its own force.

The Commission actively solicits including Small, Women- and Minority-owned (SWaM) and DBE (Disadvantaged Business Enterprise)) businesses to respond to all Invitations for Bids and Requests for Proposals.

**PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the 90 days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia §2.2-4311.2(b), an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its 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 is a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the Offeror is not required to be so authorized. (Form 8)
REQUIRED FORMS

Form 1: Cover Sheet
Form 2: Signature Letter on Corporate Letterhead
Form 3: Addenda - signed
Form 4: Certification of Compliance with Immigration Laws and Regulations
Form 5: Litigation Disclosure Form
Form 6: Vendor Certification Verification Form
Form 7: DBE Participation Statement
Form 8: State Corporation Commission Identification Number
Form 9: Proprietary Information
Form 10: References
Form 11: Lobbyist Disclosure Form
Form 12: Minimum Qualifications Compliance Form
FORM 1
COVER SHEET

RFP#:__________ RFP TITLE:_________________________________________________________

In compliance with this Request for Proposal, and to all the conditions imposed therein and hereby
incorporated by reference, the Undersigned offers, and agrees to furnish goods/services requested in
this solicitation.

THIS SECTION TO BE COMPLETED BY OFFEROR:

NAME AND ADDRESS OF FIRM:

______________________________________________________________________________ Date:____________________________

______________________________________________________________________________ By:______________________________

(Sign in Ink)

______________________________________________________________________________ Name:___________________________ (Please Print)

______________________________________________________________________________ Title:____________________________

FEI/FINT No.:___________________________________ Phone:___________ Fax:____________

Email:_________________________________________ Website:_________________________

CONTACT INFORMATION (if differs from above):

Name:_________________________________________ Email:___________________________

Title:__________________________________________ Office Phone:_____________________

Address:_______________________________________ Mobile Phone:____________________

________________________________________ Facsimile Phone:___________________
My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this RFP. My signature also certifies that by submitting a proposal in response to this Request for Proposals, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or §59.109.1 through 59.1-9.17 or § 59.1-68.6 through 59.1-68.8 of the Code of Virginia. In addition, my signature certifies that the Offeror has been made aware of the initial Request for Proposals, as well as any and all addenda.

Certification of Eligibility: The firm is not ineligible to receive award of a contract due to the firm’s inclusion on any Federal or Virginia State lists of debarred contractors, or otherwise ineligible to be awarded a contract using Federal or State funds.

I hereby certify that I am authorized to sign as a Representative for the Firm:

NAME OF OFFEROR:______________________________________________________________

ADDRESS:______________________________________________________________

___________________________________________________________________________

FED ID NO.:___________________________________________________________

SIGNATURE:____________________________________________________________

PRINTED NAME:_________________________________________________________

TITLE:_______________________________________________________________

TELEPHONE:___________________________________________________________

E-MAIL:______________________________________________________________

FAX:_______________________________________________________________

DATE:______________________________________________________________
FORM 3

ADDENDA RECEIVED AND ACKNOWLEDGED

By signing this form, Offeror acknowledges receipt of any and all Addenda published after initial RFP was issued. *(Attach copy of all such Addenda following this form.)*

Receipt of addenda acknowledged:

_____________________________________________
Signature

______________
Date
CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS

The Commission requires that any person or entity doing business with the Commission, including its boards and commissions, shall include a sworn certification by the Offeror of compliance with all federal immigration laws and regulations. These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and §40.1-11.1 of the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

Accordingly, this certification shall be completed and attached to all contracts and agreements for goods and services made by the Commission or any of its boards and commissions. Failure to attach a completed certification shall render the contract or agreement void.

Type or print legibly when completing this form.

Legal Name of Offeror:
(Note: This is your name as reported to the IRS. This should match your Social Security card or Federal ID number.)

Type of Business Entity:

_____ Sole Proprietorship (Provide full name and address of owner):

_____ Limited Partnership (Provide full name and address of all partners):

_____ General Partnership (Provide full name and address of all partners):

_____ Limited Liability Company (Provide full name and address of all managing members):

_____ Corporation (Provide full name and address of all officers): (on separate sheet, attached)

Doing Business As: (If Applicable):
(Note: This is the name that appears on your invoices but is not used as your reporting name.)

Name and Position of Person Completing this Certificate:

Physical Business Address:
Primary Correspondence Address (if different from physical address):

Number of Employees:

Are all Employees Who Work in the United States Eligible for Employment in the United States?

_____ Yes  ______No

Under penalties of perjury, I declare on behalf of the Offeror listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the Offeror’s employees who work in the United States are eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986 and §40.1-11.1 of the Code of Virginia. I further declare on behalf of the Offeror that it shall use due care and diligence to ensure that all employees hired in the future who will work in the United States will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.

Sworn this _______day of _________________, 20__ on behalf of _______________________ as evidenced by the following signature and seal:

Name of Contractor/Vendor:____________________________________________

Printed Name of Signatory:______________________________________________

Signature:____________________________________________________________

Date:___________________________________

STATE OF ____________________________:

CITY/COUNTY OF ____________________________ to wit:

The foregoing instrument was acknowledged before me this _____ day of ____________, 20__, by _________________________.

____________________________________
Notary Public

Registration No:____________________  My Commission expires:__________________________
FORM 5

LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate line. Failure to fully and truthfully disclose the information required by this Litigation Disclosure Form may result in the disqualification of your bid or proposal from consideration or termination of the contract, once awarded. For purposes of this disclosure form, “you” means the individual or entity in whose name the bid or proposals were submitted.

Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant this solicitation, been convicted of a felony, or a misdemeanor involving moral turpitude, during the last ten (10) years?

_____ Yes    _____ No

Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant this solicitation, been terminated (for cause or otherwise) from any work being performed for the Commission or any other governmental or private entity during the last ten (10) years?

_____ Yes    _____ No

Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant this solicitation, been involved in any claim or litigation with the Commission or any other governmental or private entity during the last ten (10) years?

_____ Yes    _____ No

Has any parent company or wholly owned subsidiary of your company been involved in any claim or litigation with the Commission or any other governmental or private entity during the last ten (10) years?

_____ Yes    _____ No

If you answered “Yes” to any of the above questions, please state the name(s) of the person(s), the nature, and the status and/or outcome of the conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your bid or proposal.
FORM 6

VENDOR CERTIFICATION

VERIFICATION FORM

Vendor Name: _____________________________________________
Vendor Address: _____________________________________________

Contact Person: ______________________ Title: ________________
E-mail Address: ______________________ Phone: ________________
Vendor Fax: ______________________

CERTIFICATIONS

DBE CERTIFICATION  CERTIFICATION #: _____________________
CERTIFYING AGENCY: __________________
NAICS CODE: _________ DESCRIPTION: ______________________

SWaM CERTIFICATION  CERTIFICATION #: _______ SWaM TYPE___

SERVICE DISABLED VET  CERTIFICATION #: ___________ DATE _______
EXP DATE: ___________ CERTIFYING AGENCY: __________________

MINORITY INDICATOR

☐ African American  ☐ Asian Indian  ☐ Asian Pacific
☐ Hispanic American  ☐ Native American
☐ Non-Minority Woman
FORM 7

DBE PARTICIPATION STATEMENT

Offeror’s Name: _______________________________________________________________________

Offeror (___ is) (___ is not) a certified Disadvantaged Business Enterprise (DBE)

Offeror (___ is) (___ is not) a Small/Women and/or Minority Business (SWaM)

SUB-CONTRACTING SECTION:

Expected percentage of contract fees to be sub-contracted to DBE(s)/SWaMs: __________%.

If the intention is to subcontract a portion of the contract fees to DBE(s)/SWaM(s), the proposed sub-
consultants are as follows:

<table>
<thead>
<tr>
<th>DBE/SWaM Sub-Consultant(s)</th>
<th>Type of Work/Commodity</th>
</tr>
</thead>
<tbody>
<tr>
<td>__________________________</td>
<td>_______________________</td>
</tr>
<tr>
<td>__________________________</td>
<td>_______________________</td>
</tr>
<tr>
<td>__________________________</td>
<td>_______________________</td>
</tr>
</tbody>
</table>

OTHER Sub-Consultant(s) [Not DBEs/SWaMs] Type of Work/Commodity

| __________________________ | _______________________ |
| __________________________ | _______________________ |
| __________________________ | _______________________ |

By: __________________________

Title: __________________________

Date: __________________________
STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia §2.2-4311.2(b), an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its 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 or as otherwise required by law is required to include in its proposal a statement describing why the Offeror is not required to be so authorized.

SCC Identification Number: __________________________ (REQUIRED)
FORM 9

PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (§2.2-4342F of the Code of Virginia).

Please enclose all proprietary information in a sealed envelope and attach ONLY to the ORIGINAL proposal.

Below, please reference appropriate page numbers, Section numbers, paragraph numbers, etc. where this data should be inserted, along with an explanation as to why it is proprietary and protected by §2.2-4342F of the Code of Virginia.
FORM 10

REFERENCES

Name of Firm:

Address:

Contact:
Name:
Title:
Email:
Phone
Facsimile

# Years in Relationship:____________________

Name of Firm:

Address:

Contact:
Name:
Title:
Email:
Phone
Facsimile

# Years in Relationship:____________________

Name of Firm:

Address:

Contact:
Name:
Title:
Email:
Phone
Facsimile

# Years in Relationship:____________________
REFERENCES (cont.)

Name of Firm:
Address:

Contact:
Name:
Title:
Email:
Phone
Facsimile

# Years in Relationship:____________________

Name of Firm:
Address:

Contact:
Name:
Title:
Email:
Phone
Facsimile

# Years in Relationship:____________________
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the modification of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.
(3) The undersigned shall require that the language of the certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. The certification is a material representation of the fact on which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into the transaction imposed by §1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned state, to the best of his or her knowledge and belief, that:
If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form LLL, “Disclosure of Lobbying Activities,” in accordance with its instruction. Submission of this statement is a prerequisite for making or entering into this transaction imposed by §1352, title 31, U.S. Code. Any person who fails to file the required statement shall subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Applicant’s Organization:

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

Printed name of authorized representation ______________________________

Title of authorized representation ______________________________

Signature Date

Signature
# FORM 12
## MINIMUM QUALIFICATIONS COMPLIANCE FORM

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Confirmation</th>
<th>Additional Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Maintain cash and securities as a custodian versus simple safekeeping.</td>
<td>□ Yes □ No</td>
<td></td>
</tr>
<tr>
<td>2. All securities and cash held by the custody firm shall be segregated from the assets of others and shall be and remain the sole property of the Commission. The securities held by the custody firm shall, unless payable to the bearer, be registered in the name of the Commission, or in the firm's nominee name. Securities delivered to the custody firm, except bearer securities and Certificates of Deposit, shall be in due form for transfer or already registered as provided above.</td>
<td>□ Yes □ No</td>
<td></td>
</tr>
<tr>
<td>3. Settle and deliver securities as directed through any broker, investment manager or advisor selected by the Commission.</td>
<td>□ Yes □ No</td>
<td></td>
</tr>
<tr>
<td>4. Create, maintain and retain all account records relating to securities held in custody to meet the requirements of generally accepted accounting principles.</td>
<td>□ Yes □ No</td>
<td></td>
</tr>
<tr>
<td>5. Provide an overnight investment vehicle for cash balances in the custody accounts. A list of securities permitted for overnight investment is provided in Appendix B to this RFP.</td>
<td>□ Yes □ No</td>
<td></td>
</tr>
<tr>
<td>6. Provide online and paper monthly activity statements and reports for all accounts. The statement cut off should be the last day of the month. Paper statements must be mailed by the 5th business day of the following month.</td>
<td>□ Yes □ No</td>
<td></td>
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___________________________________  
Signature

___________________________________  
Title

___________________________________  
Date
Appendix C: Current Portfolio Holdings

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Appendix D: Permitted Overnight Investments

Please refer to the Commission’s Investment Policy dated July 1, 2016 on www.HRTAC.org.
During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the (Name of Appropriate Administration) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the (Name of Appropriate Administration) as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the (Name of Appropriate Administration) may determine to be appropriate, including, but not limited to: (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or (b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract, or procurement as the (Recipient) or the (Name of Appropriate Administration) may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (Recipient) to enter into such litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
ATTACHMENT 2

DETAILED SCOPE OF WORK

Among the services required to be performed by the selected firm will be the following:

A. Maintain an account in the firm’s custody operations (as opposed to simple safekeeping) for cash and individual securities owned by the Commission.
B. Segregate all securities and cash from the assets of others, including the firm’s own assets. The custodian shall have only the bare custody thereof and securities shall be and remain the sole property of the Commission. The securities held by the custody firm shall, unless payable to the bearer, be registered in the name of the Commission, or in the firm’s nominee name for the benefit of the Commission. Securities delivered to the custody firm shall be in due form for transfer or already registered as provided above.
C. Settle and deliver securities as directed through any broker, investment manager or advisor selected by the Commission.
D. Act upon proper instructions from authorized persons received by fax or other acceptable methods by the Commission to affect the receipt, transfer and delivery of assets.
E. Assign a dedicated day-to-day person who is familiar with the Commission’s portfolio, who is also available for phone conversations to address various questions.
F. Commitment for an annual relationship review (semi-annual reviews are requested for the first two years of the contract with the Commission).
G. Create, maintain and retain all records relating to securities held in custody in Commission accounts to meet the requirements and obligations under generally accepted accounting principles.
H. Provide an overnight investment vehicle for cash balances in the custody accounts. A list of securities permitted for overnight investment is provided in Appendix D to this RFP.
I. Provide on-line reporting of portfolio activity and holdings on a real-time or next day basis.
J. Provide on-line monthly activity statements and reports including the market value of all portfolio holdings.
K. Provide monthly activity statements and reports for all accounts. The statement cut off should be the last day of the month. Statements must be sent by no later than five (5) business days after the close of each month.