

REQUEST FOR PROPOSAL



Security Custody Services

HRTAC-RFP-2022-01

September 30, 2021

REQUEST FOR PROPOSALS (RFP)
Hampton Roads Transportation Accountability Commission
(Commission)

ISSUE DATE: September 30, 2021

RFP No: HRTAC-RFP-2022-01

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 two (2) portfolios with assets totaling approximately \$350 million.

PERIOD OF CONTRACT: The original period of this contract will be for two years from date of last signature on resulting contract. This contract may be renewed by the Commission [upon written agreement of both parties] for four (4) 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 Monday November 1, 2021 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 via email 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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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 two (2) portfolios of fixed income securities totaling approximately \$350 million. HRTAC also maintains overnight investments that do not require custody services of an additional \$1.1 billion. 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 200 individual positions are owned; current portfolio holdings can be found in Appendix C. The Commission expects an average of 5-15 purchases, and 5-15 sales per month between the two (2) portfolios.

The portfolios are invested exclusively in fixed income securities that are authorized by HRTACs Investment Policy. It is likely that the current asset allocation will change over time but the portfolios will always comply with the Commission's Investment Policy (see Appendix C)

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.

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
Issuance of RFP	Procurement Office/Staff	09/30/2021
Submission of Questions	Potential Offerors	2:00 PM on 10/12/2021
Addenda/Questions Published	Staff	10/15/2021
Submission of Proposal	Offerors	2:00 PM on 11/01/2021
Oral Presentations (Zoom)	Evaluation Committee	11/16/2021
Approval by Commission	Commission	12/16/2021
Issue Intent to Award	Procurement Office	12/17/2021

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), one (1) hard copy, 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. Proposal responses are limited to twenty (20) pages of information. Complicated tabs and dividers are not necessary but will not be included in the page count.
- 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. Maintain two or more custody accounts for the cash and securities owned by the Commission.
 - 2. Segregate all securities and cash from the assets of other clients of the financial institution. 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 custodian shall, unless payable to the bearer, be registered in the name of HRTAC, or in the bank's nominee name. Securities delivered to the custodian, except bearer securities and non-negotiable certificates of deposit, shall be in due form for transfer or already registered as provided above.
 - 3. Settle and deliver securities per instructions received by authorized persons.
 - 4. Collect all coupons and other periodic income on securities held.

5. Monitor and record the collection of funds in accounts maintained by the custodian.
6. Create, maintain, and retain all records relating to securities held in custody in HRTAC's accounts to meet the requirements and obligations under generally accepted accounting principles.
7. Provide an overnight investment vehicle for cash balances in the custody accounts.
8. Provide online reporting of portfolio activity and holdings on a real-time or next day basis.
9. Provide online monthly activity statements and reports including the market value of all portfolio holdings (the statement cut off should be the last day of the month).
10. Provide reporting to comply with the requirements of GASB Statement No. 72 – Fair Value Measurement and Application.
11. Provide monthly activity statements and reports for all accounts. The statement cut off should be the last day of the month.

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

QUALIFICATIONS AND EXPERIENCE

1. Provide 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 in providing securities custody services, preferably with public sector/government organizations, and any other specialized services.
4. List the total number and market value of *institutional* custody accounts as of December 31 for the following years: 2018, 2019, and 2020.
5. Provide a brief description of your organization structure.
6. Complete the following table with current credit ratings by Standard & Poor's Rating Services and Moody's Investor Services. If the firm is not rated by these rating organizations, provide other evidence of the firm's financial strength.

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

7. Discuss the firm’s current capital structure, adequacy, and coverage. Provide the following statistics for the last reporting period:
 - a. Total Risk Based Capital Ratio: _____
 - b. Tier 1 Risk Based Capital Ratio: _____
 - c. Tier 1 Leverage Capital Ratio: _____
8. 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.
9. 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. Please complete the following table:

Individual	Location	Years of Industry Experience	Years of Experience with Firm	Proposed Role

10. Will a specific customer service representative be assigned to handle day-to-day transactions for this relationship?
11. Describe the responsibilities of the customer service personnel, including the chain of command for problem resolution.
12. What are the hours of operation of each customer service unit involved in supporting the proposed services?
13. Describe how frequently do you propose reviewing this relationship with the Commission? Will these meetings be in-person?
14. Exceptions to RFP. Please provide any exceptions to the terms of this RFP that you feel are necessary in order to fulfill this solicitation.

INVESTMENT CUSTODY SERVICES QUESTIONS

1. Provide the cut off times for notification of a transaction settling the same day.
 - a. Fed Book Entry
 - b. DTC
2. 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?
3. At what time does the firm credit interest, dividends, and maturities?

4. What accounting method does the firm use to report the sale of a CUSIP with multiple lots (e.g., First In First Out (FIFO), Last In First Out (LIFO), Other)?
5. Is the firm able to sell specific lots if indicated by the investment advisor?
6. HRTAC's current investment advisor uses SWIFT messaging to communicate trade instructions to the custodian. Can your institution accommodate this process? If not, describe the process for the provision of trade notifications.
7. HRTAC's current investment advisor uses Bloomberg AIM. Does the firm have an interface with Bloomberg AIM that could facilitate the electronic transmission of trade details? What would be needed to establish this interface?
8. 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)?
9. 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)?
10. Describe any sub-custodial arrangements that would be used for *domestic, fixed-income securities* belonging to the Commission.
11. 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?
12. Overnight Investment Sweep
 - a. What short-term investment vehicle(s) does the firm propose to use for the overnight sweep? If the firm is proposing a money market fund, provide a copy of the current prospectus and, if multiple classes are offered, identify the class of shares, including ticker symbol or CUSIP, of which is being proposed.
 - 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 twenty-four-month period from September 2019 through August 2021.
 - 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?

CONTROLS

1. Discuss the firm's security environment related to cybersecurity, both for access and information protection.
2. List the types and amounts of insurance and bonding carried. Provide copies of the insurance certificates.
3. Does the firm maintain cyber liability insurance? If so, list the types and amount/limits carried.
4. Include a copy of the firm's most recent reports issued in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 16.

TRANSITION

1. Provide a conversion plan for transitioning to your financial institution.
2. Who will be responsible for coordinating the transition?

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

1. 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. All such documents are subject to the laws of Virginia. It is a requirement of this solicitation that in order to be awarded a contract, the selected Offeror must execute all required contract documents as may be modified by HRTAC to conform to Virginia law and the Commission's policies.
2. Provide any exceptions to the terms and conditions contained herein must be submitted in the Technical Volume of the firm's proposal. Failure to do so may result in rejection of your proposal.
3. If your firm has contract documents that must be executed, a copy must be included in your proposal.
4. By submitting an offer in response to this solicitation, the Offeror acknowledges that the laws of the Commonwealth of Virginia control all contractual documents.
5. By submitting an offer in response to this solicitation, Offeror agrees to promptly and faithfully negotiate any exceptions to either party's terms or conditions before the proposed ward is submitted to the Commission for approval. Failure to do so will result in rejection of your proposal.

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”**), one (1) hard copy, 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 **Monday, November 1, 2021** delivered to:

Danetta M. Jankosky
HRTAC, Procurement Officer
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 ensure 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.

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

- 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 contract. 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.

SECURITY CUSTODY SERVICES	Annual Volume	Proposed Fee
ACCOUNT BASED FEES		
Administration Fee – Asset Based	\$350,000,000	
Administration Fee – Holding Based	200	
Account Maintenance Fee	2	
Portfolio Reporting – per Account	2	
Set Up Costs		
Minimum Fee		
TRANSACTION FEES		
Domestic Fixed Income Buy	125	
Domestic Fixed Income Sell	110	
Domestic Fixed Income Paydown	400	
Domestic Fixed Income Maturity	50	
Domestic Fixed Income Interest Received	650	
CASH MANAGEMENT FEES		
Domestic Fed Wire In	1	
Domestic Fed Wire Out	1	
Intra-Bank Transfers	1	

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
- I. CLARIFICATION OF TERMS
- J. PAYMENT
- K. PRECEDENCE OF TERMS
- L. QUALIFICATIONS OF BIDDERS OR OFFERORS
- M. TESTING AND INSPECTION
- N. ASSIGNMENT OF CONTRACT
- 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/> 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 solicitation 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. **DEBARMENT 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 dispute's 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 publicly 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

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.dmb.e.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)**

APPENDIX B

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:

_____ Zip Code: _____

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: _____

FORM 2
PROPOSAL SIGNATURE SHEET
(Must be submitted on your corporate letterhead)

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

FORM 4

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.

**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:

DBE/SWaM Sub-Consultant(s)	Type of Work/Commodity
_____	_____
_____	_____
_____	_____

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

By: _____

Title: _____

Date: _____

FORM 8

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: _____

FORM 11
LOBBYIST DISCLOSURE FORM

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 accordance with its instructions. 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

FORM 12

MINIMUM QUALIFICATIONS COMPLIANCE FORM

Requirement	Confirmation	Additional Information
1. Maintain cash and securities as a custodian versus simple safekeeping.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
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.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Settle and deliver securities as directed through any broker, investment manager or advisor selected by the Commission.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4. Create, maintain and retain all account records relating to securities held in custody to meet the requirements of generally accepted accounting principles.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
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.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
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 5 th business day of the following month.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Signature

Title

Date

Appendix C: Current Portfolio Holdings

SECURITY DESCRIPTION	CUSIP	MATURITY DATE	PAR AMOUNT
FFCB NOTES	3133EEN48	5/22/2017	7,250,000.00
TENNESSEE VALLEY AUTHORITY NOTES	880591EA6	7/18/2017	5,000,000.00
TENNESSEE VALLEY AUTHORITY NOTES	880591EA6	7/18/2017	725,000.00
JOHNSON & JOHNSON CORP NOTE	478160AQ7	8/15/2017	2,300,000.00
JOHNSON & JOHNSON CORP NOTE	478160AQ7	8/15/2017	750,000.00
FNMA NOTES	3135G0ZL0	9/27/2017	10,000,000.00
FANNIE MAE GLOBAL NOTES	3135G0PQ0	10/26/2017	10,000,000.00
US TREASURY NOTES	912828G20	11/15/2017	10,000,000.00
FANNIE MAE GLOBAL NOTES	3135G0RT2	12/20/2017	10,000,000.00
FHLMC NOTES	3137EADN6	1/12/2018	10,000,000.00
FANNIE MAE GLOBAL NOTES	3135G0TG8	2/8/2018	1,000,000.00
FANNIE MAE GLOBAL NOTES	3135G0TG8	2/8/2018	9,000,000.00
EXXON MOBIL CORP NOTES	30231GAL6	3/6/2018	1,000,000.00
EXXON MOBIL CORP NOTES	30231GAL6	3/6/2018	750,000.00
EXXON MOBIL CORP NOTES	30231GAL6	3/6/2018	2,500,000.00
FREDDIE MAC GLOBAL NOTES	3137EADP1	3/7/2018	10,000,000.00
WAL-MART STORES INC GLOBAL NOTES	931142DF7	4/11/2018	2,500,000.00
WAL-MART STORES INC GLOBAL NOTES	931142DF7	4/11/2018	750,000.00
FHLB NOTES	3130A4GJ5	4/25/2018	10,000,000.00
US TREASURY NOTES	912828UZ1	4/30/2018	12,500,000.00
MICROSOFT CORP GLOBAL NOTES	594918AS3	5/1/2018	529,000.00
MICROSOFT CORP GLOBAL NOTES	594918AS3	5/1/2018	2,000,000.00
APPLE INC GLOBAL NOTES	037833AJ9	5/3/2018	750,000.00
APPLE INC GLOBAL NOTES	037833AJ9	5/3/2018	2,500,000.00
APPLE INC GLOBAL NOTES	037833AJ9	5/3/2018	1,000,000.00
US TREASURY NOTES	912828XK1	7/15/2018	11,500,000.00
US TREASURY NOTES	912828RE2	8/31/2018	10,000,000.00

US TREASURY NOTES	912828L40	9/15/2018	3,000,000.00
US TREASURY NOTES	912828L40	9/15/2018	7,000,000.00
FNMA BENCHMARK NOTE	3135G0E58	10/19/2018	10,000,000.00
FNMA BENCHMARK NOTE	3135G0E58	10/19/2018	2,000,000.00
US TREASURY NOTES	912828M64	11/15/2018	5,750,000.00
US TREASURY NOTES	912828M64	11/15/2018	1,500,000.00
US TREASURY NOTES	912828M64	11/15/2018	2,450,000.00
US TREASURY NOTES	912828M64	11/15/2018	300,000.00
FNMA NOTES	3135G0G72	12/14/2018	10,000,000.00
FNMA NOTES	3135G0G72	12/14/2018	2,000,000.00
US TREASURY NOTES	912828N22	12/15/2018	12,000,000.00
US TREASURY N/B	912828N63	1/15/2019	12,000,000.00
FHLB NOTES	3130AAE46	1/16/2019	850,000.00
US TREASURY NOTES	912828B33	1/31/2019	400,000.00
US TREASURY NOTES	912828B33	1/31/2019	1,700,000.00
US TREASURY NOTES	912828P53	2/15/2019	13,500,000.00
FNMA BENCHMARK NOTE	3135G0J53	2/26/2019	7,500,000.00
FNMA BENCHMARK NOTE	3135G0J53	2/26/2019	4,500,000.00
US TREASURY NOTES	912828P95	3/15/2019	13,000,000.00
FEDERAL HOME LOAN BANK AGENCY	3130AAXX1	3/18/2019	10,250,000.00
FREDDIE MAC NOTES	3137EADZ9	4/15/2019	10,000,000.00
US TREASURY NOTES	912828R44	5/15/2019	7,250,000.00
US TREASURY NOTES	912828R44	5/15/2019	2,750,000.00
US TREASURY NOTES	912828R85	6/15/2019	3,000,000.00
US TREASURY NOTES	912828R85	6/15/2019	3,250,000.00
FHLB GLOBAL NOTE	3130A8DB6	6/21/2019	10,000,000.00
US TREASURY NOTES	912828S43	7/15/2019	11,000,000.00
US TREASURY NOTES	912828B5	8/15/2019	10,950,000.00

Appendix D: Permitted Overnight Investments

Please refer to the Commission's Investment Policy effective date of December 10, 2020 at https://www.hrtac.org/page/budget-and-finance-_fy21/

ATTACHMENT 1A
NONDISCRIMINATION
Contractor / Consultant / Supplier Agreement: USDOT 1050.2A – Appendix A

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 1B
NONDISCRIMINATION
Contractor / Consultant / Supplier Agreement: USDOT 1050.2A – Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et. seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et. seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et. seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (79 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

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.