

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY
REQUEST FOR PROPOSALS**

Project Title: Northern Virginia Transportation Authority, Investment Custody Services

Request RFP No. 2017-02
 Contact: Carl Hampton, Investment and Debt Manager
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 Electronic copies of RFP: www.thenovaauthority.org

<u>Issue Date:</u>	October 7, 2016
<u>Offeror Registration Required:</u>	October 13, 2016 at 3:00 PM
<u>Written Questions Due:</u>	October 14, 2016 at 12:00 PM (noon)
<u>Proposal Due Date/Time:</u>	October 21, 2016 at 12:00 PM (Noon)
<u>Location:</u>	NVTA 3040 Williams Drive, Suite 200 Fairfax, VA 22031

DESCRIPTION OF WORK: The NVTA was created in 2002 by the General Assembly as a regional body to develop the regional transportation plan and to address transportation issues in Northern Virginia. The NVTA manages public funds for transportation projects designed to reduce congestion throughout the region. In July 2013, the General Assembly increased three existing taxes in Northern Virginia (Regional Sales Tax, Grantor's Tax and Transient Occupancy Tax), with the proceeds mandated to be used for transportation in Northern Virginia, and providing the revenue stream for the NVTA. The Authority's primary task is to work collaboratively and transparently to plan, prioritize and fund transportation projects in Northern Virginia.

Upon finishing Fiscal Year 2016, the Authority held approximately \$500 million in the Local Government Investment pool and in money market accounts. Once a custody contract is approved, the Authority intends to commence investing in U.S. Government Agency Securities, Municipal Securities, Corporate Bonds, Bankers Acceptances, Certificates of Deposit, Commercial Paper, and possibly others. The maturity length of individual investments to be placed in the portfolio cannot exceed five (5) years. The initial aggregate average maturity is expected to be approximately 1.25 to 1.5 years depending on market conditions and the Authority's cash needs. All securities transactions to be made on behalf of the Authority are settled on the basis of "delivery vs. payment". All overnight or term repurchase agreements will be on the basis of a Master Repurchase (Tri-Party) Agreement or delivery. The Request for Proposal (RFP) tasks are described fully in Section C: Scope of Work.

REGISTRATION OF INTEREST: Offerors are required to register their interest in submitting a proposal to ensure receipt of updates to this RFP, notice of changes in critical dates and NVTA responses to questions and any other addenda. Interest may be registered by submitting an email to Carl.Hampton@thenovaauthority.org. The email must contain the company name, address, telephone number and email address of one person to serve as the point of contact for registration purposes. If more than one contact is submitted the first person listed will be used as the point of contact.

WRITTEN QUESTIONS: The Authority is anxious to allow potential Offerors an opportunity to ask questions and receive answers about this solicitation. You are encouraged to submit written questions to the

Authority by October 14, 2016 to Mr. Hampton via email to help ensure more complete answers. . A copy of this RFP will also be available at <http://thenovaauthority.org>. Any changes resulting from questions submitted by potential Offerors will be issued in a written addendum to the solicitation and distributed to all firms which register for the RFP.

ORAL PRESENTATIONS: Oral presentations with top-ranked firms are tentatively scheduled to be held on November 2, 2016 at NVTA.

NOTICE OF AWARD: Notice of contract award(s) made as a result of this solicitation is expected to be on or about December 8, 2016 immediately following the formal approval of the contract. This contract award will be for one initial year with four annual options to renew.

PERIOD OF PERFORMANCE: The performance period of this contract is one year with four options to renew. Total length of the contract awarded under this RFP will not exceed five years.

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SECTION A

BACKGROUND

Background

In July 2002, the Virginia General Assembly created the Northern Virginia Transportation Authority. NVTA's nine member jurisdictions are the counties of Arlington, Fairfax, Loudoun, and Prince William, and the cities of Alexandria, Fairfax, Falls Church, Manassas and Manassas Park. NVTA's primary responsibilities include Northern Virginia's Long Range Transportation Plan (referred to as TransAction) and funding of regional projects with Regional Revenue Funds collected under HB 2313 (2013).

The Authority's governing body is comprised of 17 members; nine are mayors or chairmen, or their designees, of the nine cities and counties that are members of the Authority; two are members of the House of Delegates; one is a State Senator; and two are citizens appointed by the Governor. In addition, the Director of Virginia's Department of Rail and Public Transportation and the Commonwealth Transportation Commissioner, or designee, and one representative of the five towns which maintain their own roads (Dumfries, Herndon, Leesburg, Purcellville, and Vienna) serve as non-voting members.

HB 2313 (2013), Virginia's landmark transportation funding legislation, provides the NVTA with dedicated transportation revenues to address the decades-long backlog of regional transportation projects. These new revenues, expected to average over \$340 million/year over the next seven years, are dedicated to transportation funding in Northern Virginia. The revenues collected are divided into two funds: Local Distribution Funds (30%) and Regional Revenue Funds (70%).

Local Distribution Funds are distributed directly to individual NVTA member jurisdictions based on the revenues collected in the jurisdiction and may be used as follows:

- Urban or secondary road construction;
- Capital improvements that reduce congestion;
- Projects included in NVTA's long range transportation plan or other transportation capital improvements which have been approved by the most recent long range transportation plan adopted by the Authority; and
- Public transportation purposes.

Regional Revenue Funds may be used for regional projects that:

- are included in NVTA's long range transportation plan; and
- have also been evaluated by Virginia Department of Transportation (VDOT) as part of the HB 599 (2012) process.

Upon finishing Fiscal Year 2016, the Authority held approximately \$500 million in the Local Government Investment pool and in money market accounts. Once a custody contract is approved, the Authority intends to commence investing in U.S. Government Agency Securities, Municipal Securities, Corporate Bonds, Bankers Acceptances, Certificates of Deposit, Commercial Paper, and possibly others. The maturity length of individual investments to be placed in the portfolio cannot exceed five (5) years. The initial aggregate average maturity is expected to be approximately 1.25 to 1.5 years depending on market conditions and the Authority's cash needs. All securities transactions to be made on behalf of the Authority are settled on the basis of "delivery vs. payment". All overnight or term repurchase agreements will be on the basis of a Master Repurchase (Tri-Party) Agreement or delivery.

Section B
INSTRUCTIONS TO OFFERORS

1. PURPOSE OF RFP/SCOPE OF WORK:

The purpose of this RFP is to procure investment custody services to enable proper investment of the Authority's available cash. A detailed scope of work follows in Section C. A copy of the Authority's Investment Policy is available on the Authority's website at: <http://www.thenovaauthority.org> under the Finance tab, and then under the Organization and Finance Policies tab.

- 2. EXPLANATION TO OFFERORS:** A request for any explanation desired by an Offeror regarding the meaning or interpretation of this RFP, specification, or other solicitation documents must be in writing and submitted by 12:00 Noon on October 14, 2016 or at the Proposal Conference to allow sufficient time for a reply to reach all Offerors. Emailing such requests to Carl.Hampton@thenovaauthority.org is acceptable.

It shall be the obligation of the Offeror to exercise due diligence to discover and to bring to the attention of NVTVA, at the earliest possible time, any ambiguities, inconsistencies, or conflicts in or between any of the technical or contractual provisions in the RFP.

Any change made by NVTVA will be in the form of an amendment to the RFP and will be furnished to all prospective Offerors registered with NVTVA.

- 3. WRITTEN COMMUNICATIONS:** NVTVA will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in this RFP, the specifications or related documents or amendments thereto.
- 4. PROPOSAL PREPARATION COSTS:** This RFP does not commit NVTVA to an award, or to pay any costs associated with the preparation and/or submission of any proposal. NVTVA will not reimburse any costs incurred by Offerors in responding to this RFP or in competing for contract award.
- 5. SUBMISSION OF PROPOSAL AND PROTECTION OF PROPRIETARY INFORMATION:** For the technical proposal, one original and 5 paper copies are required. In addition, 5 printed copies of the price proposal bound separately from the technical proposal must be submitted. NVTVA reserves the right to reject any and all proposals received after the proposal due date/time. NVTVA also reserves the right to waive irregularities. Separate technical and price proposals must be submitted. Electronic/email copies may be submitted instead of multiple paper copies; however, one paper copy must be received on or before the submission due date & time of noon October 21, 2016.

Submit proposal package to NVTVA's Contract Manager for the project:

Ms. Peggy Teal, Assistant Finance Officer
Northern Virginia Transportation Authority
3040 Williams Drive, Suite 200
Fairfax, VA 22031

A proposal may be mailed or delivered in person to NVTA prior to the due date. Delivery of proposals can be made between 9:00 A.M. and 4:00 P.M., on regular business days Monday through Friday. Note: proposals must arrive at or before 12:00 PM (noon) on October 21, 2016.

Consistent with state statutes, NVTA will provide all reasonable precautions to ensure that proprietary information remains within the review process. The Offeror shall attach to any proprietary information the following legend and identify the specific reason(s) for this designation as permitted in the Code of Virginia:

Specific data as indicated are furnished pursuant to RFP # 2017-01 and shall not be disclosed outside of NVTA, be duplicated, or used, in whole or in part, for any purpose other than to evaluate the proposal. The reasons for protecting these data are defined in the Code of Virginia. This restriction does not limit NVTA's right to use information contained in these data if it is or has been obtained by NVTA from another source.

Except for the foregoing limitation, NVTA may duplicate, use and disclose in any manner and for any purpose whatsoever and have others do so, all data furnished in response to this RFP.

6. **PROPOSAL ACCEPTANCE PERIOD:** The proposal shall be binding upon the Offeror for 60 calendar days following the proposal submission date. Any proposal on which the Offeror shortens the acceptance period may be rejected, although the acceptance period may be extended by mutual agreement between NVTA and the Offeror.
7. **AWARD OF THE CONTRACT:** NVTA will award the contract on the basis of the evaluation factors included in the RFP to the Offeror deemed to be fully qualified and best suited among those submitting responsive and responsible proposals. Negotiation will be conducted with at minimum the top two ranked Offerors. Offerors are cautioned to ensure that all representations in the proposal are complete and accurate.

After negotiations have been conducted with each Offeror so selected, NVTA shall select the Offeror, which, in NVTA's opinion, has made the best proposal and shall award the contract to that Offeror. NVTA may cancel this RFP or reject a proposal at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this RFP, Contract Provisions, and the Offeror's Proposal as agreed upon by NVTA, plus such other terms and conditions as may be mutually agreed.
8. **DELAYS IN AWARD:** Delays in award of a contract, beyond the anticipated starting date, may result in a change in the contract period indicated in the solicitation. If this situation occurs, NVTA reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.
9. **AWARD FOR ALL OR PART:** Unless otherwise specified, NVTA may, if it is in the best interest of NVTA to do so, after negotiation, award all or part of the proposal to any Offeror whose proposal is the most responsible and responsive and whose proposal meets the requirements and criteria set forth in the Request for Proposals with respect to the items in question.
10. **REJECTION OF PROPOSALS:** NVTA expressly reserves the right to reject any or all proposals or any part of a proposal, and resolicit the services in question, if such action is deemed to be in the best interest of NVTA.

11. SINGLE PROPOSAL: If a single conforming proposal is received, a price and/or cost analysis of the Proposal shall be made by NVTA.

- It should be recognized that a price analysis through comparison to other similar contracts shall be based on an established or competitive price of the elements used in the comparison.
- The comparison shall be made to the cost of similar projects and involve similar specifications.

12. PROTEST OF AWARD: An Offeror wishing to protest a decision to award a contract must submit the protest, in writing, to the NVTA Executive Director, no later than 14 calendar days after the public decision by the Authority to award the contract. The protest must include the basis for the protest and the relief sought. Within 14 calendar days after receipt of the protest, the Executive Director of NVTA will issue a written decision stating the decision on the protest and the reasons for the action taken. This decision is final. Further action, if desired by an Offeror, must be taken by instituting action as provided by the Code of Virginia.

13. COMPETITIVE NEGOTIATION

- a. General - This procurement will be conducted using the procedures of competitive negotiation of technical proposals.
- b. Interviews and Negotiations - After receipt of initial proposals, written or oral discussions will be conducted with at least the two highest rated responsive Offerors to the extent necessary to rank order the proposals, resolve uncertainties and consider any revisions. Basic questions will not be left for later agreement during price revisions or other supplemental proceedings.

All Offerors selected to participate in negotiations will be offered an equal opportunity to submit technical or other revisions as required. Complete agreement on all basic requirements shall be the objective of these negotiations.

- c. Complete Proposals – Offerors are urged to ensure that price and technical proposals are full and complete.
- d. Best and Final Offer – Once negotiations are complete with at least two Offerors, notice will be provided of the specified time and date to submit their Best and Final Offer. The Best and Final Offer shall be each Offeror’s most favorable price proposal for the technical proposal which has been clarified and agreed to during negotiations.

15. REQUIREMENTS OF THE SEPARATE TECHNICAL AND PRICE PROPOSALS:

The technical proposal shall include:

- a) Title Page - show the name of the Offeror’s firm, local address, telephone number, name of contact person and date.
- b) Letter of Transmittal summarizing the proposal.
- c) **Technical Approach (20 page maximum):**

This section should describe the project understanding, proposed technical approach, and management plan. The technical approach proposal must address in depth the Offeror's plans to meet the requirements of each of the tasks and activities outlined in the "Scope of Work" of this RFP, including the staffing levels required to complete each task, and the relative effort that each member of the proposed project team will devote to the project.

The Custodian shall explain how they will approach the tasks and identify any options that they believe will be necessary to complete the service and meet the needs of the NVTA.

d) Project Staffing (Qualifications and Experience)

This section must include the qualifications of the key personnel that will be assigned to this project. At a minimum, the proposal should designate a primary account representative and an alternate representative, and include the functional discipline, and responsibilities of project support team members.

Resumes of no more than two pages each should be provided for all key personnel proposed.

The Offeror should clearly state if it is proposing to subcontract any of the work herein. The names of subcontractors are to be provided and by proposing such firm(s) or individuals, the Offeror assumes full liability for the subcontractor's performance.

e) Firm(s) Experience and Capabilities

The purpose of this section is to provide NVTA with an overview description of the Offeror's company plus the Offeror's commitment to performing the services set forth in the RFP. The Offeror must also specify, in a similar manner, the qualifications of any subcontractors to be used in this proposed project.

Offerors shall identify a minimum of three local government custody engagement contracts performed over the last five years, similar or equivalent in size and scope to the work described in the solicitation. **Engagement descriptions, limited to two pages each**, should describe relevant work previously performed by the Offeror and proposed subcontractors. With special emphasis with addressing needs similar to NVTA's. In addition to a concise description of the technical work performed under the contract, custody contract descriptions should include the name of the client, contact person, title, address, phone number, and direct email address. Custody contract descriptions should also provide the contract number and contract value and the time period of performance as well as a point of contact.

In addition to the above, the Offeror shall provide a list of contracts within the past five years, if any, on which failure to complete the work within the specified time resulted either in the assessment of damages or contract termination.

f) A list of names, titles, telephone numbers and email addresses of persons authorized to conduct negotiations, with a designation of a primary contact person.

g) Acknowledgment of receipt of all NVTA amendments to this RFP in the Technical proposal.

h) Attachments

- Attachment A: RFP Submission Form.
- Attachment B: NVTA Insurance Coverage Required.
- Attachment C: Price Proposal (To be bound separately from technical proposal)

16. PROPOSAL EVALUATION: NVTA will use the best value selection method as the basis for award. The proposals will be evaluated by a selection panel. Recommendations made by this selection panel will be reviewed by the NVTA’s Chief Financial Officer (CFO). Upon review of the CFO at least the top two ranked firms will be contacted for interviews and negotiation. Once the negotiation process is complete and the selected vendors have submitted their best and final offers, the selection panel will meet again to make a selection recommendation to the CFO prior to presentment to NVTA’s Executive Director. The Chief Financial Officer will present the proposed selection to the NVTA Finance Committee. Upon review by the NVTA Finance Committee, the Executive Director, in turn, will make a recommendation to NVTA’s governing body, which must act to approve the contract award. All proposals will be evaluated for responsiveness and responsibility. At least two proposals ranked highest based on the evaluation criteria set forth in this RFP, will enter into negotiations. The panel shall conduct an evaluation based on information set forth in the proposal, past performance, and references of each firm.

Selection Criteria and Weighting

Evaluation Criteria		Point Value
1.	Demonstrated understanding of the Scope of Services and RFP requirements and methodology for satisfying the requirements and goals of NVTA set out in the Scope of Work.	20
2.	Demonstrated experience of the firm in local government custody service engagements preferably within Virginia	25
3.	Demonstrated experience of key personnel relevant to project management on similar contracts of this size and magnitude.	10
4.	Development of a management and staffing plan to meet the requirements of the Scope of Services. Plan should address the specific needs for administration of all aspects of investment custody services. Include a plan to assist the Authority initiate its investment program.	20
5.	Price and value of cost proposal.	25
	Total Points	100

Based on the results of the preliminary evaluation, at least the two highest ranked firms will be invited to make oral presentations to the selection panel. Such presentations may include, but are not necessarily limited to, explanations of the proposed approach, work plan, and qualifications of the firm(s). This panel will then conduct a final evaluation of the firms.

After negotiations and review of the best and final offer, the award will be made to the responsible Offeror whose offer conforms to the solicitation and is most advantageous to NVTA, cost and other factors considered. For this solicitation, both the technical quality and the cost are important. As proposals become more equal in their technical merit, the evaluated cost becomes more important.

17. **QUALIFICATIONS OF OFFERORS:** NVTA may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to furnish the services required and the Offeror shall provide NVTA all such information and data for this purpose as may be requested. NVTA reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy NVTA that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or goods contemplated therein.
18. **REVISIONS PRIOR TO DATE SET FOR RECEIPT OF PROPOSALS:** NVTA reserves the right to revise or amend RFP #2017-02 prior to the date set for receipt of proposals. Such revisions and amendments, if any, will be announced by an amendment or amendments to this RFP. Copies of such amendments as may be issued, will be furnished to all registered prospective Offerors and will be posted on NVTA's website. If the revisions and amendments require material changes, the date set for receipt of proposals may be postponed by such number of days that, in the opinion of NVTA, will enable Offerors to revise their proposals. In such cases, the amendment will include an announcement of the new date for receipt of proposals.
19. **ACKNOWLEDGEMENT OF AMENDMENTS:** Offerors are required to acknowledge receipt of all amendments to this RFP in the Technical proposal. Failure to acknowledge all amendments may cause the proposal to be considered not responsive to this RFP.
20. **KEY PERSONNEL:** Certain, skilled, experienced, professional and/or technical personnel are essential for successful accomplishment of the work to be performed under the contract. These are defined as "Key Personnel" and are those persons whose resumes were submitted as part of the technical proposal for evaluation. Key personnel are expected to work on the contract for its duration, so long as they continue to be employed by the Custodian, unless removed from work on the contract with the consent of, or at the request of, the NVTA.
21. **ADDITIONAL INFORMATION:** NVTA reserves the right to ask any Offeror to clarify its offer.
22. **CONFLICT OF INTEREST:** The successful Offeror and their officers and employees shall comply with the provisions of the Virginia Conflict of Interest Act (Section 2.1-639.1 et. seq., VA Code Ann.), the terms of which are incorporated herein by reference.

NVTA is intent on avoiding conflicts of interest associated with the award of the contract(s). To these ends, Offerors must identify existing and prospective contractual relations they have (or could have) which could present sources of conflict as part of the proposal submission.

23. **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**: Where it is practicable for any portion of the awarded contract to be subcontracted, the Offeror is encouraged to offer such business to minority and/or women-owned businesses.
24. **NONDISCRIMINATION**: Offeror shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or faith-based organization.
25. **INSURANCE CHECKLIST**: A checklist of required insurance coverage is Attachment A and identified as “NVTA Insurance Coverage Required”. Items marked “X” are required to be provided. A certificate of insurance indicating these coverages should accompany the offeror’s response to the RFP. A copy of the declarations page is acceptable for errors and omissions insurance. If insurance is incomplete, the Offeror should provide a letter from its insurance agent stating that the Offeror is eligible to obtain insurance to the prescribed limits, should a contractual offer be extended. Technical proposals must note any desired exceptions to the insurance coverage. Offerors may submit proposed alternatives.

26. **CONTRACT MANAGER, PROJECT MANAGER AND PROJECT OFFICER**: For this project, the following individuals will serve as manager and officer:

<p><u>Contract Manager</u> Peggy Teal Assistant Finance Officer NVTA</p>	<p><u>Project Officer</u> Carl Hampton Investment and Debt Manager NVTA</p>
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27. **PROCUREMENT SCHEDULE**

Please note that dates are tentative and may change without notice.

<u>Date</u>	<u>Activity</u>
October 7, 2016	Issue RFP
October 14, 2016 at 12:00PM (Noon)	Written Questions on RFP Due
October 28, 2016 at 12:00 PM (Noon)	Proposal Due Date
November 2, 2016	Oral Presentations (Tentative)
December 8, 2016	NVTA Approval of Award

28. **NOTICE OF AWARD**: The successful Offeror will be notified in writing by mail or otherwise that its proposal has been accepted and that it is to be awarded the contract. The notice of award should not be construed as a “Notice to Proceed.”
29. **EXECUTION OF CONTRACT**: The successful Offeror shall execute the contract and furnish the Insurance Certificates to NVTA within 10 calendar days after the Notice of Award has been issued. The contract will be in writing and shall be executed in the number of copies required by NVTA. One fully executed original shall be delivered to the Custodian. A Notice to Proceed will not be issued until the contract has been executed and all supporting materials are received by NVTA. Contract performance shall begin on the date set forth in the written Notice to Proceed.

SECTION C**SCOPE OF WORK**

C.1: Overview**C.2: General Requirements****C.3: Administrative Services****C.4: Non-Labor Costs****C.1: Overview**

1. Upon finishing Fiscal Year 2016, the Authority held approximately \$500 million in the Local Government Investment pool and in money market accounts. Once a custody contract is approved, the Authority intends to commence investing in U.S. Government Agency Securities, Municipal Securities, Corporate Bonds, Bankers Acceptances, Certificates of Deposit, Commercial Paper, and possibly others. The maturity length of individual investments to be placed in the portfolio cannot exceed five (5) years. The initial aggregate average maturity is expected to be approximately 1.25 to 1.5 years depending on market conditions and the Authority's cash needs. All securities transactions to be made on behalf of the Authority are settled on the basis of "delivery vs. payment". All overnight or term repurchase agreements will be on the basis of a Master Repurchase (Tri-Party) Agreement or delivery.

C.2 General Requirements

Under the direction of the NVT A Investment and Debt Manager, the Contractor shall be responsible for, but not limited to, the following tasks to further NVT A's investment program:

1. Core Custody Services

The Authority recognizes three key elements to this engagement:

1. The custodian will provide safekeeping services for the physical control of investment securities purchased or sold by the Authority pursuant to Code of Virginia §2.2-45.15.
2. The custodian is to provide sweep account services for incoming funds. All monies are to be swept into money market funds that provide immediate liquidity and are AAA rated by a Nationally Recognized Statistical Rating Agency. The Custodian is to list all available funds for this purpose in their RFP response.

3. All investment transactions will be settled on the basis of delivery versus payment or payment versus delivery.

More detailed elements of this engagement include:

- a. The custodian will provide all custodial and settlement services for Authority investment transactions, no matter where/how they are acquired.
- b. The Custodian shall provide agents who are skilled at efficiently operating systems for clearing security trades. The Custodian's agents shall all have strong financial background, financial knowledge, skills, and abilities.
- c. Provide east coast cutoff time for receiving trade instructions. Please provide deadlines for all communication methods (i.e. fax, phone, email, online).
- d. Securities shall be registered in order to limit Custodial Credit Risk as outlined by Governmental Accounting Standards Board (GASB) Statement No. 40. Securities that meet this criterion include investments that are insured or registered, and the Authority's Custodian holds the securities in the Authority's name.
- e. The Custodian is the responsible agent of notification for any significant events that may affect the Authority's holdings and ensures that necessary actions will be taken within stated time frames. To include maturities, call notifications, shareholder notification, or other agency responsible notifications.
- f. The Custodian will only accept instructions regarding investment purchases and sales from the Chief Financial Officer or an authorized designee(s). The Authority's Chief Financial Officer, or designee, will authorize individuals at the Authority who may:
 - 1) disburse or transfer funds, and
 - 2) execute securities trading and settlement
- g. Written authorization and sample signatures will be provided to the Custodian upon contract award.
- h. The Authority reserves the right to reject support staff designated by the Custodian.
- i. The Authority requires notification for trades settling same day through DTC or Fed wire by 3:00 P.M. and for physical delivery trades by 4:00 P.M.
- j. An account representative must be available each banking day from 8:00 A.M. to 4:30 P.M. Eastern Standard Time.
- k. The account representative must research and report to the Authority any trade problems such as failed deliveries and errors in cash settlement figures.
- l. The Authority intends to use fax and/or email to send investment instructions. Custodian will identify all available methods for sending investment instructions and will provide detailed information on using each identified method.

3. Pricing of Securities

- a. Describe procedures and control points that are in place in your systems specifically to assure that securities are priced accurately.
- b. Identify the vendor/method your firm will use for pricing securities.

4. Trade Instructions and Settlement

The Authority anticipates transmitting trade information via email or facsimile to the custodian for each investment transaction.

- a. Cash shall not be released out of the Authority's custodial account(s) until delivery occurs.
- b. Confirm the ability to accept one or more wire transfers for all investment purchases transmitted to the custodian each day - and identify the wire transfer cutoff time.
- c. The Authority is to provide security transaction details to the custodian each day (identify your cutoff time). Provide a copy of your security clearing schedule.
- d. All trading activity will be confirmed by 3:00 P.M. each day.
- e. Provide notification to the Authority's Chief Financial Officer, or authorized individuals, and identify any trade problem prior to rejecting any trade.
- f. Provide a description of how your firm monitors and resolves trade discrepancies and settlement issues.
- g. Resolve all trade discrepancies and settlement issues directly with Authority authorized brokers/dealers.
- h. Provide information on U.S. Treasury money market sweep accounts for the investment of excess balances. Include information on cut-off times and account requirements.
- i. The Custodian is to provide a robust on-line system that provides transaction and reporting capabilities. Provide information regarding reports available, sample reports and access to online reporting system.
- j. The Custodian will provide the Authority with the ability to obtain electronic notification of all scheduled investment maturities, interest payable on investment coupons held in custodian accounts, prior to the scheduled coupon payable date or maturity date.
- k. Provide the retention timeframe for historical information/statements (asset values and transactions).
- l. Provide month-end reports to the Authority by the third banking day following the close of the month.

- m. Provide daily confirmations for purchases and maturities. Confirmations should include, but not be limited to, the following:
 - 1) transaction description
 - 2) purchase price, par
 - 3) security description – CUSIP number
- n. Confirmations are to be available by the next banking day following the transaction.
- o. The Custodian will provide the Authority with safekeeping receipts for all securities purchased and held in safekeeping.
- p. The Custodian will provide two copies of a monthly report to the Authority that provide the following information on each asset held in safekeeping:
 - Par amount
 - Issuer
 - Security Description
 - Rate
 - Maturity
 - Purchase Price
 - Accrued Interest Purchased
 - Settlement Date
 - Market Value
- q. One copy of the monthly report will be mailed, or emailed, to the Authority's Chief Financial Officer and the second copy to the Authority's Accountant. The report shall also list the transaction activity for the month. The cutoff for this report will be the last business day of the month. The Custodian should provide all available methods of reporting delivery.
- r. The custodian is to report investment income for the portfolio on both a cash accrual and a total return basis. The report should provide a year-to-date as well as a monthly rate of return.
- s. The Custodian is to provide dedicated, experienced Account Representative/Relationship Manager as the Authority's principal contact for all operational aspects of this engagement. The assigned relationship manager shall have five or more years of experience supporting government clients providing custody services for institutional public funds investors. This individual must have sufficient authority to solve routine problems and command the resources necessary to address complex problems.
- t. Please provide biographies and identify the roles of direct relationship personnel assigned to the Authority account. Please provide information on the number of client relationship accounts the Authority-dedicated representative will be assigned.
- u. Cash shall not be released out of the Authority's custodial account(s) until delivery occurs.
- v. Trades will not be considered final and approved until trade information with dual authorizations are received.

- w. Describe how transactions in a money market fund not managed by the Custodian should be monitored.
- x. The Custodian will be required to act as the Authority's Safekeeping Agent on all investment transactions. Where collateral securities are pledged or where actual securities are purchased by the Authority, the Custodian will control the securities via its own safekeeping department, through a correspondent Custodial Institution with the Federal Reserve Bank.
- y. All securities shall be accounted for by settlement date and classified by type of investment, i.e., U.S. Treasury securities, U.S. Government Agencies and GSE's, Negotiable CD's, Bank Deposit Notes, Banker's Acceptances, Commercial Paper, Corporate Notes, Non-Negotiable Certificates of Deposit, Repurchase Agreements and Mutual Funds.

5. References

Provide a list of at least three references from entities of a size comparable to that of the Authority, preferably from municipal governments in Northern Virginia or Virginia, which are currently using your custody services. Select a mix of long-standing and recent customers. Include the organization name, asset size, contact persons and telephone numbers for these references.

SECTION D

PAYMENTS TO CUSTODIAN

1. **PAYMENT TERMS:** Monthly, or alternative payments will be made to the firm receiving the contract award (hereinafter known as Custodian) by NVTA for work performed satisfactorily. The Custodian should submit monthly status/action reports simultaneously with its invoices.
2. **INVOICES:** A copy of all invoices for services delivered and accepted shall be submitted by the Custodian directly to the addressee shown below:

Northern Virginia Transportation Authority
 Attn: Ms. Peggy Teal
 3040 Williams Drive, Suite 200
 Fairfax, Virginia 22031

3. **TAXES:** The NVTA excise tax exemption registration number will be furnished upon request.
4. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that NVTA shall be bound thereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
5. **PAYMENT TO SUBCONTRACTOR:** A Custodian is hereby obligated:
 - a. To pay the subcontractor within seven days of the Custodian's receipt of payment from NVTA for the proportionate share of the payment received for work performed by the subcontractor under the contract; or
 - b. To notify NVTA and the subcontractor, in writing, of the Custodian's intention to withhold payment and the reason.

The Custodian is obligated to pay the subcontractor interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Custodian that remain unpaid seven days following receipt of payment from NVTA, except for amounts withheld as stated in Section (b) 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. Custodian's obligation to pay an interest charge to a subcontractor shall not be construed to be an obligation of NVTA.

Custodian agrees to return any retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may occur only for good cause following written approval of NVTA.

6. **AUTHORIZED FUNDING:** Funding for this contract is through the NVTA Operating budget and is subject to annual appropriation.

SECTION E

CUSTODIAN TERMS AND CONDITIONS

1. **CONTRACT REQUIREMENTS:** NVTA follows Virginia procurement laws. Accordingly, all applicable federal and state requirements will apply. Custodians are expected to be familiar with these requirements. NVTA will provide a contract containing these provisions for execution by the Custodian. Custodians should not expect to use their own standard contracts for this engagement.

This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which will be incorporated into the contract in their entirety. A copy of the manual is accessible on the Internet at www.dgs.state.va.us/dps and “Manuals.”

The final contract will contain provisions similar to those set forth below.

2. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Custodian shall comply with applicable federal, state, and local laws, rules and regulations.
3. **PRECEDENCE OF TERMS:** In the event of an inconsistency between the Request for Proposal, the Contract Terms and Conditions, other included documents, or federal and state procurement law, the inconsistency shall be resolved by the following order of precedence:
 - a) Virginia’s Public Procurement Act, as amended
 - b) Contract Terms and Conditions
 - c) Request for Proposal (RFP)
 - d) Custodian’s Accepted Proposal
4. **OBLIGATION OF CUSTODIAN:** By accepting the award, the Custodian agrees that it has satisfied itself from a personal investigation of the conditions to be met, that the obligations herein are fully understood, and no claim may be made nor will there be any right to cancellation or relief from the contract because of any misunderstanding or lack of information.
5. **ASSIGNMENT OF CONTRACT AND SUBCONTRACTING:** Contract/task order(s) shall not be assignable by the Custodian in whole or in part without the written consent of NVTA. In the event that the Custodian desires to subcontract some part of the work specified herein, the Custodian shall furnish to NVTA the names, qualifications and experience of the proposed subcontractors. The Custodian shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
6. **CUSTODIAN RESPONSIBILITIES:** Custodian shall be responsible for completely supervising and directing the work under this contract and all subcontractors that it may utilize, using its best skill and attention. Subcontractors who perform work under this contract shall be responsible to the Custodian. Custodian agrees that it is as fully responsible for the acts and omissions of its subcontractors and of persons employed by the Custodian as it is for the acts and omissions of its own employees.

8. **CONTRACTUAL DISPUTES AND CLAIMS:** In accordance with Section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all disputes and claims by the Custodian under this contract. Section 2.2-4365, VA Code Ann. is not applicable to this contract. Under no circumstances is this section an administrative appeals procedure governed by Section 2.2-4365, VA Code Ann. because Section 2.2-4365, VA Code Ann. is not applicable to this procurement.

Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten days after the occurrence or the event giving rise to the claim or within ten days of discovering condition giving rise to the claim, whichever is later. In no event shall any claim arising out of this contract be filed after submission of the request for final payment by the Custodian.

Claims by the Custodian with respect to this contract shall be submitted in writing in the first instance for consideration by the Contract Manager. The decision of the Contract Manager shall be rendered in writing within 30 days from the receipt of the claim from the Custodian. If the Custodian is not satisfied with the decision or resolution of the Contract Manager, the Custodian may file a formal dispute with regard to the claim with the Project Officer within 30 days of the decision of the Contract Manager. The Project Officer shall reduce his/her decision to writing and shall mail or otherwise furnish a copy of his/her decision to the Custodian within 30 days of the receipt of the claim from the Custodian. The decision of the Project Officer shall be final and binding.

Should any decision-maker designated under this procedure fail to make a decision on a claim within the time period specified, then the claim is deemed to have been denied by the decision-maker. Pending a final determination of a claim, the Custodian shall proceed diligently with the performance of the work under this contract.

In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with this disputes and claim resolution procedure set forth in this Section shall be a precondition of the filing of any lawsuit by the Custodian against the NVTA arising out of the contract.

9. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, NVTA, after due oral or written notice, may procure them from other sources and hold the Custodian responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that NVTA may have.
10. **TERMINATION FOR CONVENIENCE OR DEFAULT:** NVTA may terminate this contract, or any portion of it, by serving a written notice of termination on the Custodian. The notice shall state whether the termination is for convenience of NVTA or for the default of the Custodian. If the termination is for default, the notice shall state the manner in which the Custodian has failed to perform the requirements of the contract. The Custodian shall account for any property in its possession paid for from funds received from NVTA, or property supplied to the Custodian by NVTA. If the termination is for default, NVTA may fix the fee, if the contract provides for a fee, to be paid the Custodian in proportion to the value, if any, of work performed up to the time of termination. The Custodian shall promptly submit its termination claim to NVTA and the parties shall negotiate the termination settlement to be paid the Custodian.

If the termination is for the convenience of NVTA, the Custodian shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, NVTA determines that the Custodian has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the Custodian, NVTA, after setting up a new work schedule, may allow the Custodian to continue work, or treat the termination as a termination for convenience.

The Custodian shall include provisions for termination for convenience of NVTA in any subcontract, and shall specifically include requirements that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Custodian from any recovery from NVTA whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

11. **ANTITRUST:** By entering into a contract, Custodian conveys, sells, assigns, and transfers to NVTA all rights, title and interest 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 NVTA under said contract.
12. **ACCESS TO RECORDS:** The Custodian agrees to provide NVTA access to any books, documents, papers and records of the Custodian that are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

Custodian agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Custodian agrees to maintain same until NVTA or its duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. The Custodian agrees to permit NVTA to reproduce project documents by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

13. **TESTING/INSPECTION:** NVTA reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to specifications.
14. **RELEASES, LICENSES, PERMITS AND AUTHORIZATIONS:** It is the Custodian's responsibility to obtain all releases, licenses, permits and other usage authorizations for all matters within its ordinary sphere of activity, including photographs, copyrighted materials, artwork or any other property or rights belonging to third parties obtained by the Custodian for use in performing services for NVTA, and shall save NVTA harmless from all claims, demands, expenses (including reasonable attorney's fees), liabilities, suits, and proceedings (including any brought in or before any court, administrative body, arbitration panel or other tribunal) against or involving NVTA on account of or arising out of such use. NVTA shall obtain the same for any such items obtained by NVTA which are used by the Custodian and hold the Custodian harmless.
15. **WARRANTY:** All materials and equipment furnished by the Custodian shall be fully guaranteed against defects in material and workmanship in accordance with the most favorable commercial warranties the Custodian gives any customer for such supplies or services.
16. **RIGHTS IN DATA:** The term "subject data," as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this contract. The

term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term “subject data” does not include financial reports, cost analyses, and similar information incidental to contract administration.

All “subject data” first produced in the performance of this contract shall be the sole property of NVTA. The Custodian agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such data. Except for its own internal use, the Custodian may not publish or reproduce subject data, in whole or in part, or in any manner or form, nor authorize others to do so without the written consent of the NVTA, until such time as the NVTA may have either released or approved the release of such data to the public.

17. **PATENT RIGHTS:** If any invention, improvement, or discovery of the Custodian or any of its subcontractors is conceived or first actually reduced to practice in the course of this contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Custodian agrees to provide immediate notice and a detailed report to NVTA.
18. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Custodian certifies that it does 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.
19. **INDEMNIFICATION:** Custodian shall not seek to hold liable NVTA, or any of its officers, agents and employees for any claims of any nature whatsoever arising out of this contract or arising out of the activities funded in whole or in part by the contract. The Custodian shall defend, indemnify, save, and hold harmless NVTA, and its officers, agents, and employees against all claims and liability, including cost and expenses, due to the acts or omissions of Custodian or the acts or omissions of Custodian’s subcontractors, agents or employees. Custodian agrees to maintain adequate insurance to protect NVTA and its officers, agents, and employees from liability arising out of this contract.
20. **ETHICS IN PUBLIC CONTRACTING:** Custodian certifies that its proposal is made without collusion or fraud and that he/she has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that he/she has 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.

Custodian also must ensure that there is no real or perceived conflict of interest during the term of the contract.

21. **DEBARMENT STATUS:** By submitting this proposal, the Custodian certifies that it is 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 is it an agent of any person or entity that is currently so debarred.

Custodian further certifies that it is not debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracts with the federal government, and that it will refrain from awarding any subcontract to a debarred or suspended subcontractor. In addition, Custodian agrees to comply with the requirements of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 USC Section 6101 note; and U.S. DOT regulations on debarment and suspension at 49 CFR Part 29.

- 22. CIVIL RIGHTS:** Custodian certifies to NVTVA that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans with Disabilities Act, and §2.2-4311 of the Virginia Public Procurement Act (VPPA). The following requirements apply to the underlying contract:

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and federal transit law at 49 U.S.C. § 5332, Custodian agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Custodian agrees to comply with applicable federal implementing regulations and other implementing requirements.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, Custodian agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. Custodian agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Custodian agrees to comply with any implementing requirements.
 - (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and federal transit law at 49 U.S.C. § 5332, Custodian agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Custodian agrees to comply with any implementing requirements.

- (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Custodian agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Custodian agrees to comply with any implementing requirements.

Custodian agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Custodian, in all solicitations or advertisements for employees placed by or on behalf of Custodian, will state that Custodian is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

- (2) Custodian will include these Civil Rights provisions above in every subcontract or purchase order over \$10,000 and all subcontracts financed in whole or in part with federal assistance, modified only if necessary to identify the affected parties.

- 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE):** Where it is practicable for any portion of the awarded contract to be subcontracted, the Custodian is encouraged to offer such business to minority and/or women-owned businesses.

Custodian or his/her subcontractor shall not discriminate on the basis of race, color, sex, gender, national origin or ethnicity in the performance of this contract. Custodian will be required to submit a schedule of DBE use on a quarterly basis. Custodian is required to maintain records and documents of payments to DBE's for three years following the performance of the contract and will make these records available to NVTA upon request.

Custodian or its subcontractors agree to ensure that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with funds provided under this agreement. In this regard, NVTA and its Custodians shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

Custodian, its agents, employees, assigns or successors, any persons, firms, or agency of whatever nature with whom it may contract or make agreement, in connection with this contract shall cooperate with NVTA and shall use their best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this contract.

- 24. NON-DISCRIMINATION AGAINST FAITH-BASED ORGANIZATIONS:** NVTA does not discriminate against faith-based organizations in procuring supplies and services.
- 25. INSURANCE REQUIREMENTS:** A checklist of required insurance coverage is attached and identified as "NVTA Insurance Coverage Required." Items marked "X" are required to be provided. A certificate of insurance indicating these coverages must accompany the bid submission. A copy of the declarations page is acceptable for errors and omissions insurance. If insurance is incomplete, the prospective Custodian should provide a letter from its insurance

agent stating that the prospective Custodian is eligible to obtain insurance to the prescribed limits, should a contractual offer be extended. No contract shall be finalized and no work shall commence until NVTA's insurance requirements are met.

Custodian agrees to include the provisions of the foregoing clause in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor.

1. Custodian shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. Custodian assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with the contracted work.
2. Custodian shall, during the continuance of all work under the contract provide and agree to maintain the following unless omitted from the attached "Insurance Checklist":
 - a. Workers' Compensation and Employers' Liability insurance under the Commonwealth of Virginia statutory requirements, to protect the firm from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
 - b. General Liability insurance in the amount prescribed by NVTA, to protect the Custodian, its subcontractors, and the interest of NVTA, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one year after completion of work.
 - c. Automobile Liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Custodian. In addition, all mobile equipment used by the Custodian in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.
3. Liability insurance may be arranged by General Liability and automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
4. NVTA shall be named an additional insured in the General Liability policies and stated so on the Certificate.
5. The Custodian will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the NVTA Assistant Finance Officer before a contract is executed and any work is started.
6. The Custodian will secure and maintain all insurance policies of its subcontractors, which shall be made available to NVTA on demand.

7. The Custodian will provide on demand, certified copies of all insurance coverage on behalf of the contract within 10 days of demand by NVTA. These certified copies will be sent to NVTA from the Custodian's insurance agent or representative.
8. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30 day written notice to the NVTA Contract Manager. The Custodian shall furnish a new certificate prior to any change or cancellation date. The failure of the Custodian to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the NVTA Contract Manager.
9. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Custodian fail to provide acceptable evidence of current insurance within five days of written notice at any time during the contract term, NVTA shall have the absolute right to terminate the contract without any further obligation to the Custodian, and the Custodian shall be liable to NVTA for the entire additional cost of procuring the incomplete portion of the contract at time of termination.
10. Compliance by the Custodian and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Custodian and all subcontractors of their liabilities and obligations under this hearing or under any other section or provisions of the contract.
11. Contractual and other liability insurance provided under the contract shall not contain a supervision, inspection, or services exclusion that would preclude NVTA from supervising and/or inspecting the project as to the end result. The Custodian shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any person employed by the subcontractor.
12. Nothing contained herein shall be construed as creating any contractual relationship between the subcontractor and NVTA. The Custodian shall be as fully responsible to NVTA for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
13. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
14. Custodian and all subcontractors and sub-subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the contract.
15. If the Custodian does not wish to meet the specifications of these insurance requirements, alternate insurance coverage proposed by the Custodian, may be considered by the NVTA Project Officer.
26. **CHANGES:** By written notice to the Custodian, NVTA may from time to time make changes within the general scope of the contract, in the services to be provided by the Custodian, the method or place of delivery, or the place of performance. Changes may also be made by mutual agreement between the parties in writing. The Custodian shall promptly comply with the notice and shall perform all services in conformity to the notice.

If any such change causes an increase or decrease in the Custodian's cost of performance or the time required for performance, an equitable adjustment in the contract price and/or the time allowed for performance of the contract shall be negotiated and the contract modified accordingly by written supplemental agreement. Any claim by the Custodian for adjustment under this clause must be asserted by written notice to NVT A within 30 days from the date of receipt by the Custodian of the change notice. If the parties fail to agree to an adjustment, the question of an increase or decrease in the contract price or time allowed for performance shall be resolved in accordance with the procedures for resolving disputes provided by the disputes clause of the contract, or if there is none, in accordance with the disputes provision of the Commonwealth of Virginia's Vendor's Manual. Neither the existence of a claim, a dispute, submission of the dispute or the dispute resolution process, litigation or any portion of this provision or changes shall excuse the Custodian from promptly proceeding with performance of the contract as changed by the notice.

SECTION F.

REQUIRED ATTACHMENTS

- Attachment A: RFP Submission Form.
- Attachment B: NVTA Insurance Coverage Required.
- Attachment C: Price Proposal Summary Table

ATTACHEMENT A
RFP SUBMISSION FORM

A. SUBMITTING BUSINESS ENTITY IDENTIFICATION & OWNERSHIP DISCLOSURE

Company: _____

Contact Person: _____

Email: _____

Title: _____

Address: _____

Telephone No.: _____

Indicate which of the following apply:

Corporation _____

Partnership _____

Sole Proprietor _____

Small Business _____

Organized under the laws of the State of _____

Principal place of business located at _____

Complete if appropriate:

Disadvantaged Business Enterprise (DBE) _____

Certified by _____

B. VIRGINIA CONFLICTS OF INTEREST & PUBLIC PROCUREMENT

This solicitation is subject to the provisions of Section 2.2-3100 et. seq., of the Code of Virginia (1950), as amended, (The Code), the Virginia State and Local Government Conflict of Interests Act, and Sections 2.2-4300 et. seq. of the Code, the Virginia Public Procurement Act.

The Offeror (____) is (____) is not aware of any information bearing on existence of any potential conflicts of interest or violation of ethics in public contracting. If yes, explain.

C. OTHER INFORMATION

1. General character of work performed by your firm:

2. Has your firm every failed to complete any work awarded to you? If yes, explain.

3. Has your firm ever defaulted on a contract? If yes, explain.

4. Indicate the names of subcontractors, if any, proposed for this project, anticipated role, anticipated level of effort, address, phone number, and contact person. Indicate if the subcontractor is a certified Disadvantaged Business Enterprise (DBE) and by whom they are certified.

5. Please indicate if your firm, subcontractor or any persons associated therewith in the capacity of owner, partner, director, officer or any other position involving the administration of federal funds:

- is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility of any federal agency;
- has been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the last three (3) years;
- has a proposed debarment pending; or
- has been indicted, convicted, or had a civil judgment rendered against it or them by a court competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Any of the above conditions will not necessarily result in denial of award, but will be considered in determining Offeror responsibility. For any condition noted, indicate to whom it applies, initiating agency, and date of action. Providing false information may result in federal criminal prosecution or administrative sanctions.

D. CERTIFICATION

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same services, materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and can result in fines, prison, sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this Request For Proposal and certify that I am authorized to sign for the Proposer.

Signature _____ Date _____

Name (Printed) _____ Title _____

ATTACHMENT B

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY
INSURANCE COVERAGE REQUIRED

Items marked "X" are required to be provided if award is made to your firm. See specification section entitled "Insurance Requirements." Custodian's Insurance Agent shall mark a "check" ("Yes" or "No") as to availability of insurance. Note: If you have answered "No" to any of the requirements, provide written explanation on a separate sheet.

		COVERAGE REQUIRED	LIMITS (FIGURES DENOTE MINIMUM)
Yes	No	Required	
___	___	<u>X</u>	1. Workers' Compensation and Employers' Liability; Admitted in Virginia
___	___		Employer's Liability
___	___		All States Endorsement
___	___		USL&H Endorsement
___	___		Voluntary Compensation
___	___	<u>X</u>	2. General Liability
___	___		Products
___	___		Complete Operations
___	___		Contractual Liability
___	___		Personal Injury
___	___		Independent Contractors
___	___		XCU Prop. Damage Excl. Deleted
___	___	<u>X</u>	3. Automobile Liability
___	___		Owned, Hired & Non-Owned
___	___		Motor Carrier Act End.
___	___	<u>X</u>	4. Professional Errors and Omissions
___	___	___	5. Garage Liability
___	___	___	6. Garage keepers' Legal Liability
___	___	___	7. Fire Legal Liability
___	___	___	8. Other Insurance: [adapt for project]
___	___	<u>X</u>	9. NVTA named as additional insured on General Liability (This coverage is primary to all other coverages NVTA may possess)
___	___	<u>X</u>	10. 30 day cancellation notice required
___	___	-	11. Best's Guide Rating - A:VI or Better, or Equivalent
___	___	-	12. The Certificate must state Bid/RFP # and Bid/RFP Title
___	___	<u>X</u>	13. Umbrella Liability

OFFEROR AND INSURANCE AGENT STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this Contract.

OFFEROR

INSURANCE AGENCY

SIGNATURE

SIGNATURE

Attachment C

PRICE PROPOSAL

RFP #2017-02

**Northern Virginia Transportation Authority
Investment Custody Services**

TO BE PRESENTED SEPARATELY FROM TECHNICAL PROPOSAL

The Authority would prefer to receive monthly invoicing/payments, though it is willing to consider Offeror proposals for either monthly or quarterly invoicing/payment scenarios.

Proposals should allocate fees based on their prospective level of efforts for the various anticipated actions which can reasonably be expected to be required in order to provide complete and proper custody services to the Authority.

Please prepare a schedule formatted to show the anticipated cost on a monthly or quarterly basis reflecting the anticipated level of effort proposed during a full year of service. The Authority would like to have your costs presented by per item or service activity, the number of times the Offeror expects to engage in each activity over the course of a year, and the anticipated full year cost of each task, service or activity the Offeror anticipates billing the Authority. Please use the table on the next page to present your fees and charges.

Offerors are required to provide as part of their cost proposal, a pricing model based on how they would charge the Authority for Custody Services. It is recommended that your cost proposal contain the following or similar charges with a schedule as when these charges are calculated:

	Fee per Service	Number of Services Annually	Anticipated Full Cost Annually
Base fees for Custody Services			
All Administrative charges (list each separately)			
Asset Administrative Charges (list each separately)			
Book Entry Fees			
Depository Settlements			
Mutual Fund Settlements			
Physical Settlements			
Principal Payments			
Any other Payments			
Wires – (both In & Out Fees)			
ACH Fees (In and Out)			
Reporting fees/charges			
Account service fees			
Web based Access and/or Reporting Fees			
Consultation fees/charges			
Special Project charges			
Any other charges related to your services			
Total Annual Cost	N/A	N/A	\$
TO BE PRESENTED SEPARATELY FROM TECHNICAL PROPOSAL			