

REQUEST FOR PROPOSAL



HAMPTON ROADS TRANSPORTATION ACCOUNTABILITY COMMISSION

ISSUE DATE: July 14, 2016

TITLE: HRTAC Investment Management Services

ISSUED BY:

Hampton Roads Transportation Accountability Commission

723 Woodlake Drive

Chesapeake, VA 23320

RFP NO.: HRTAC 2017-01

USING DEPARTMENT:

HRTAC

723 Woodlake Drive

Chesapeake, VA 23320

Period of Contract: One (1) year from date of award, with an option for four (4) successive one (1) year renewals.

Sealed Proposals will be received until 2:00 p.m., on the date noted in Section IV for furnishing the services described herein.

All **Inquiries for Information** should be directed to: Nancy K. Collins, Procurement Officer, Phone: 757 420-8300, Fax: 757 523-4881, Email: ncollins@hrpdcva.gov, or to the address noted above. All questions must be submitted **in writing** to the above before 4:30 p.m. **on the date noted in Section IV below**. If necessary, an addendum will be posted on the HRTAC website at: <http://www.hrtac.org/>.

It shall be the responsibility of the prospective offeror to monitor this website 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 HRTAC along with the signed proposal.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO: NANCY K. COLLINS AT 723 Woodlake Drive, Chesapeake, VA 23320. IF HAND-DELIVERED, DELIVER TO THE RECEPTIONIST AT THE SAME ADDRESS.

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

THIS SECTION TO BE COMPLETED BY OFFEROR:

NAME AND ADDRESS OF FIRM:

Date: _____

By: _____

(Sign in Ink)

Name: _____

(Please print)

_____ Zip Code: _____

Title: _____

FEI/FINT No: _____

Phone: _____ Fax _____

Email: _____

Website: _____

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I. **PURPOSE:**

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Offerors to provide investment management services to include, but not limited to, the investing of excess funds of the Hampton Roads Transportation Fund identified by HRTAC for investment

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 the 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. As of April 30th the General Ledger had a balance of \$426,312,052. As of May 31st the General Ledger had a balance of \$438,339,854. During the 2016 Session of the General Assembly, HB1111, <http://leg1.state.va.us/cgi-bin/legp504.exe?161+ful+CHAP0603+pdf>, codified HRTAC’s investment authority over the HRTF with direction. In response to the legislation, HRTAC has developed a Statement of Financial Policy that was adopted by the Board effective July 1, 2016. This policy will act as a guide for HRTAC and its financial investment management services contractors in the administration and investment of the HRTF excess revenues. HRTAC is required to develop a funding plan that provides for the expenditure of funds over a four- to six-year period and aligns with the Statewide Transportation Plan as much as possible. HRTAC adopted its initial funding plan (Initial Financial Plan) in 2014. The HRTAC 2016-2022 Funding Plan replaces the Initial Financial Plan and provides current direction on project use of HRTF, financing and timing. The HRTAC Funding Plan may be found at: <http://www.hrtac.org/uploads/docs/Approved%20HRTAC%202016-2022%20FUNDING%20PLAN%203%2017%202016%20Information%20Posted.pdf>. In the development and implementation of its investment strategy, HRTAC staff has been directed to solicit proposals for financial investment management services. Currently, HRTAC has investment deposits at Union Bank and Trust, BB&T/Sterling Investment, and the VA Local Government Investment Pool.

III. **STATEMENT OF NEED AND SCOPE OF SERVICES:**

HRTAC is soliciting proposals from qualified Offerors to provide investment management services to include, but not limited to, the investing of excess funds of the HRTF identified by HRTAC for investment.

HRTAC makes no guarantee of the amount of work to be performed under the resulting engagement.

The Contractor shall provide discretionary investment management services that comply with HRTAC’s Statement of Financial Policy and the Code of Virginia.

Services to be provided include, but may not be limited to, the following:

1. Initial Overview:

- a. Perform a formal review of the HRTAC's investment policies, guidelines and liquidity needs;
- b. Perform a formal review of current investments and overall investment strategy;
- c. Make recommendations to update the HRTAC INVESTMENT GUIDELINES AND POLICIES
- d. Assist in custodial bank searches, if requested.

2. Portfolio Planning:

- a. Perform a cash flow analysis to identify the portion of the portfolio needed for liquidity purposes and the "core" that could be invested for a longer-term;
- b. Assist HRTAC in establishing an appropriate investment strategy which meets the goals of the investment policy, while adhering to its constraints;
- c. Assist HRTAC in selecting appropriate benchmark(s) that reflect the level of risk and cash flow requirements in a managed portfolio.

3. Active Management:

- a. Monitor HRTAC's portfolio daily and execute trades competitively on a discretionary basis WITHIN EXISTING FORMAL POLICIES AND GUIDELINES;
- b. Place all orders for the purchase, sale, loan or exchange of portfolio securities with brokers or dealers, and coordinate security delivery with the custodian institution;
- c. Monitor cash flow needs;
- d. Monitor the credit worthiness of all investments, and provide the HRTAC with detailed evaluations of significant changes in credit quality.

4. On-Going Services:

- a. Provide monthly statements, detailing holdings and transactions on both a cash and accrual basis. In addition, a rate of return of the portfolio should be provided on a cost and market basis. Ending balances should be reported at cost and market basis with maturity dates including the average maturity for the portfolio;
- b. Provide quarterly performance reporting and analysis, including comparison to mutually agreed upon national and regional benchmarks, along with documentation that at least three bids have been solicited for any security purchased or sold on behalf of HRTAC;
- c. Review performance via quarterly meetings (or as needed);
- d. Perform on-going monitoring of portfolio investments and overall strategies;
- e. Periodically review investment policy and make recommendations for changes, as deemed appropriate;
- f. Periodically perform cash flow analysis to re-evaluate appropriate allocation to core and liquidity portfolios;
- g. Re-balance assets as needed;
- h. Provide on-going education services and investment research for the HRTAC;

- i. Provide annual reporting in accordance with GASB requirements for inclusion in the HRTAC’s Comprehensive Annual Financial Report (CAFR);
 - j. All reports should be provided electronically, via email or a secure web-based portal hosted by the Offeror.
 - k. Offerors should maintain a list of approved security brokers/dealers, selected by credit worthiness, which are authorized to provide investment services in the Commonwealth of Virginia.
 - l. Offerors should not collect any soft dollar fees from any broker/dealer or other financial firm in relation to services provided to HRTAC.
5. Any new services and/or related services offered by the Offeror should be made available to HRTAC, with associated costs for the services to be negotiated at the time of service offer.
6. Offeror must be a registered investment advisor under the Investment Advisors Act of 1940.

IV. SCHEDULE OF EVENTS:

The HRTAC will make every effort to adhere to the following schedule leading to the award of a contract; however, this schedule is subject to change. Offerors will be notified of significant schedule changes.

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
Issuance of RFP	Procurement Officer	7/14/2016
Submission of Questions	Potential Offerors	7/22/2016
Addenda published on website	Procurement Officer	8/1/2016
Submission of Proposal	Offerors	8/11/2016
Selection Shortlist	Evaluation Committee	8/18/2016
Oral Presentations (if necessary)	Offerors	8/25/2016
Contract Negotiations	Evaluation Committee	9/1/2016
Approval	HRTAC	9/15/2016
Issue Intent to Award	Procurement Officer	9/15/2016
Award Contract	HRTAC	10/1/2016

V. CONTRACTUAL CONFLICTS AND QUESTIONS:

Should there be conflicts between the proposal documents and the final executed contract document; the final contract shall take precedence.

Questions regarding this RFP should be directed in writing to: Nancy K. Collins, Procurement Officer, ncollins@hrpdcva.gov or to the mailing address noted above. All questions and requests for clarification must be received by Ms. Collins before 4:30 p.m., on the date noted in Section IV of this document.

VI. PROPOSAL PREPARATION AND INSTRUCTIONS:

In order to be considered for selection, offerors must submit a complete response to this solicitation. One (1) original and seven (7) bound copies, plus one electronic copy in either MS Word or PDF format on a CD, of the proposal must be submitted to the HRTAC. No other distribution of the proposal shall be made by the offeror.

- A. Proposal 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. Proposal should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Elaborate brochures and excessive promotional materials are neither required nor desired.
- C. Proposals should be organized in the order in which the requirements are presented in 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 the sub-number should be repeated at the top of the next page. The proposal should contain a table of contents that cross references the RFP requirements. Information the offeror desires to present that does not fall within an area of the requirements 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 determine where RFP requirements are specifically addressed.
- D. 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 a single volume.
- E. Ownership of all data, materials and documentation originated and prepared for the HRTAC pursuant to the RFP shall belong exclusively to the HRTAC and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or **proprietary information** submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, Proposers are advised that Title 2.2 Subtitle II Part B Chapter 43 (specifically Section 2.2-4342) of the Code of Virginia, 1950, as amended, shall govern public inspection of all records submitted by Proposer. The offeror must invoke the protection of the Act, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons protection is necessary. The proprietary or trade

secret material submitted **must be identified by some distinct method such as highlighting or underlining and must be indicated on the specific words, figures, or paragraphs that constitute trade secret or proprietary information.** The classification of an entire proposal as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

VII. SPECIFIC PROPOSAL INSTRUCTIONS:

Original proposal and all required copies should each be as thorough and detailed as possible so that the HRTAC may properly evaluate the offeror's capabilities to provide required services/goods. Offerors are required to submit the following as a complete proposal:

- A. The RFP Cover Sheet; all Addenda, if any; Certification of Compliance with Immigration Laws and Regulations; Litigation Disclosure Form; Lobbyist Disclosure Form; W-9 Taxpayer Identification Number & Certification Form; Vendor Certification Verification Form; DBE Participation Statement; and the State Corporation Commission Identification Number shall all be signed and completed as required.
- B. Guided Instructions for Interested Proposers
 - a. Executive Summary – Provide a narrative, prepared in non-technical terms, summarizing the offeror's proposal. The executive summary should identify the primary contact for the offeror including name, address, telephone number and e-mail address.
 - b. A detailed description of the services to be provided which addresses each of the topics listed in the Scope of Work/Specifications. Clearly state the firm's ability to meet or exceed the requested services, in addition to responding to the following:
 - i. Describe the firm's primary strategies for adding value to the HRTAC's portfolios.
 - ii. Describe the firm's approach to reviewing and developing investment policies.
 - iii. & iv. Describe the firm's process for interacting with HRTAC staff and the method of conveying recommendations.
 - v. Describe the firm's investment decision making process in terms of structure (committees, membership, meeting frequency, responsibilities, integration of research ideas and portfolio management, etc.).
 - vi. Explain the firm's research capabilities as they would pertain to HRTAC's portfolio.
 - vii. Describe procedures utilized to ensure that portfolio recommendations comply with organizational guidelines, investment objectives and guidelines, arbitrage regulations and the Code of Virginia.

- viii. Explain how credit quality research is conducted.
 - ix. Elaborate on the firm's advisory strategies to local government clients during the 2008 sub-prime credit crunch.
 - x. Provide information relative to educational/programs that may be offered to the HRTAC, or local government associations in Virginia.
- c. Statement of Qualifications and Capacity of firm to provide services required. The offeror should include a description of the organizational and staff experience as it relates to meeting the HRTAC's needs to include experience administering similar contracts for government entities. The response should address the following:
- i. Provide a brief history of the firm, indicating size, structure, number of years in business and year in which the firm was registered with the Securities and Exchange Commission. Elaborate on any changes in the ownership and structure of the firm in the past five years.
 - ii. Provide the address of the firm's headquarters, and list of locations that will be providing portfolio management, marketing, research and client servicing.
 - iii. Describe any censure or litigation by the SEC or any other regulatory agency involving the firm, or any personnel currently employed by the firm, but employed by a different firm during such action.
 - iv. Elaborate on the firm's experience in managing general operating and reserve funds in accordance with the Code of Virginia. Provide a list of the firm's total assets currently under management in accordance with the Virginia Investment of Public Funds Act.
 - v. Describe the firm's experience in investment advisory services, and any significant contributions the firm has made in developing and refining "best practices" in the investment consulting industry.
 - vi. Describe the firm's compensation policies for investment professionals.
- d. Key Individuals – The offeror should provide a list of key individuals to be assigned to the HRTAC's contract, specify their role in administering the contract, and provide a current biography/resume for each individual. Provide current workloads of each key individual, to include the total number of primary account assignments, and total number of accounts for which they have support responsibilities.
- e. References - All offerors should include a list of a minimum of three (3) references, from similar projects/contracts, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names and addresses, contact persons, phone numbers, e-mail addresses and dollar value of portfolios managed for all references. The HRTAC reserves the right to contact references other than, and/or in addition to those furnished by an

offeror. References may or may not be reviewed or contacted at the discretion of HRTAC.

- f. Cost of services as specified in the Pricing Schedule.
- g. Provide a copy of the firm's audited financial statements for the past two years, as well as the firm's SEC Form ADV, Part II. If applicable, provide documentation providing the nature of exemption from registration.
- h. Provide a copy of the firm's disaster recovery plan.
- i. Identification of all subcontractors.

VIII. DISCLOSURE OF PROPOSAL CONTENTS AND CONFLICTS 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. All information and materials received by the HRTAC as part of this process may become subject to disclosure under the Virginia Freedom of Information Act. The HRTAC 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 the HRTAC (and certain contracts entered into by the 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 the 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 the HRTAC.) The HRTAC reserves the right to reject any proposal that cannot be considered or accepted due to the application of the Conflicts of Interests Act or other applicable law.

IX. SUBMITTAL PROCESS AND INFORMATION:

One (1) original (**specifically marked "Original"**) and seven (7) bound copies, plus one (1) electronic copy in either MS Word or PDF format on a CD, of the proposal shall be submitted together in one sealed package. **Facsimile copies will not be accepted.** The HRTAC will accept proposals until 2:00p.m. on the date noted in Section IV above, delivered to:

Nancy K. Collins, Procurement Officer
HRTAC
723 Woodlake Drive
Chesapeake, VA 23320

Offerors that submit a response to this RFP may be required to make an oral presentation of their proposal with participation by key personnel. The HRTAC reserves the right to require clarification of information submitted. Failure to provide this additional information within a reasonable time period, as specified by the HRTAC, shall be reason for the offeror's proposal to be considered non-responsive.

Submitting a proposal does not guarantee an award of a contract, and the HRTAC shall not be responsible for any expense incurred by the offeror as part of the RFP process, including without limitation, any expense incurred by the offeror in preparing and submitting a proposal, answering any subsequent inquiries, interviewing, or negotiating contract terms, regardless of whether or not an offeror's proposal is accepted. All submissions are final and may not be withdrawn. The HRTAC may decline to consider a proposal or award a contract on any basis allowed by law, including as necessary to avoid actual or potential violations of the Conflicts of Interests Act or inability to satisfy the requirements for decisions of the HRTAC as specified in the HRTAC's enabling legislation.

The HRTAC will only provide information (or access to same) that is readily available and does not intend to prepare any additional special reports. The HRTAC reserves the right to charge its normal fees for materials copied.

The HRTAC reserves the right 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.

Late Proposals: To be considered for selection, proposals must be received in the HRTAC's office by the designated date and hour. Proposals received after the date and hour designated will not be considered. The HRTAC is not responsible for delays in the delivery of mail by the U. S. Postal Service or private couriers. It is the sole responsibility of the Offeror to insure that its proposal reaches the HRTAC office by the designated date and hour. Receipt of proposals scheduled during a period of suspended HRTAC business operations will be rescheduled for processing at the same time on the next business day.

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. Evaluation of Proposals: Proposals shall be evaluated by the EC using the following criteria:

<u>Factors</u>	<u>Point Value</u>
1. Qualifications and Experience	20%
2. Capabilities and Skills	20%
3. DBE Certified/DBE Subcontracting Plan	20%
4. Resources	20%
5. Cost of Services	<u>20%</u>
Total	100%

- B. Oral Presentations: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This will provide an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and will not include negotiation. The Procurement Officer will schedule the time and location of these presentations. Should an offeror receive a request for an oral presentation, the Evaluation criteria relative to the oral presentation will be detailed in a written notice of the request.

XI. AWARD OF CONTRACT:

- A. Selection could be made of one offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the factors involved in the RFP, including price if so stated in the RFP. However, neither lowest price nor highest ranking will be the sole determining factor in this selection. Negotiations shall then be conducted with each of the offerors selected. After negotiations have been conducted with each selected offeror, the EC shall select the offeror that, in its opinion, made the best proposal and once approved by the HRTAC, the contract will be awarded to that offeror. When the terms and conditions of multiple awards are provided in the RFP, awards may be made to more than one offeror. Should the EC determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more qualified than the others under consideration, a contract may be negotiated and awarded to that offeror once approved by the HRTAC.
- B. The EC and/or the HRTAC reserve the right to reject any or all proposals, to waive any informalities in proposals received and to negotiate and accept the proposal in the HRTAC's best interest.
- C. The EC and/or the HRTAC may cancel this RFP at any time prior to an award.
- D. The EC and the HRTAC are not required to furnish a reason why a particular proposal was not deemed the most advantageous.

XII. PRICING SCHEDULE:

- A. Proposals shall provide pricing based on the requirements and terms set forth in this RFP. Pricing shall be all-inclusive covering every aspect of the contract. No additional fees shall be added unless authorized by the HRTAC.

- B. The EC and/or the HRTAC may or may not choose to implement all of the processes described in this RFP. As a result, these options must be listed separately.

THIS AREA BLANK

PRICE SCHEDULE

Investment Management Services

Offeror's Name: _____



Assets Based Fee Schedule (apply for relationship)

First \$XX million	
\$XX - XX million	
\$XX - XX million	
\$XX - XX million	
\$XX+ million	

What the Asset Based Fee for a \$XX million Account?	
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Fees

Fees for investment management services should be based on the value of assets under management, and should be inclusive of all services described.

APPENDIX A

SECTION I

REQUIRED GENERAL TERMS AND CONDITIONS GOODS AND NONPROFESSIONAL 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 FORMS AND TERMS AND CONDITIONS FOR RFPs
- I. CLARIFICATION OF TERMS
- J. PAYMENT
- K. PRECEDENCE OF TERMS
- L. QUALIFICATIONS OF OFFERORS
- M. TESTING AND INSPECTION
- N. ASSIGNMENT OF CONTRACT
- O. CHANGES TO THE CONTRACT
- P. DEFAULT
- Q. TAXES
- R. INSURANCE
- S. ANNOUNCEMENT OF AWARD
- T. DRUG-FREE WORKPLACE
- U. NONDISCRIMINATION OF CONTRACTORS
- V. TERMINATION OF CONTRACT
- W. COOPERATIVE PROCUREMENT
- X. LITIGATIONS WITH THE HRTAC
- Y. PRIOR DEFAULTED CONTRACTS
- Z. CRIMINAL CONVICTIONS
- AA. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH OF VIRGINIA

- 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 the 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 normally available for review in the Procurement Officer's office and is accessible on the Internet at: <http://eva.state.va.us/> under "Vendors Manual."
- 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 contractor shall comply with all applicable federal, state and local laws, rules and regulations.

- C. **ANTI-DISCRIMINATION**: By submitting their proposals, offerors certify to the HRTAC 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 Section 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 disbursements 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*, Section 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1 and 2 below apply:

1. During the performance of the contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment on the basis 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 this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisement for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisement and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING**: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By submitting their proposals, offerors certify that they do not and will not during the performance of the 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 contractor conveys, sells, assigns, and transfers to the HRTAC 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 HRTAC under said contract.
- H. **MANDATORY USE OF FORMS AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official forms 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 HRTAC 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 designated HRTAC representative 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:**
Payment of all fees charged as a result of services involved will be made as prescribed by industry standards.
- 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 HRTAC 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 HRTAC all such information and data for this purpose as may be requested. The HRTAC reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The HRTAC further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the HRTAC 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 HRTAC 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 HRTAC.

- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. 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.
 2. The Finance Committee Chair may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the 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 HRTAC a credit for any resulting savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing, or
 - b. 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 the correct number of units independently, or
 - c. If the parties fail to agree on an amount of an 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 disputes provided by the Disputes Clause of the contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors' Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of the contract shall excuse the contractor from promptly complying with the changes ordered by the Finance Committee Chair 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 HRTAC, 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 the HRTAC may have.
- Q. **TAXES:** Sales to the HRTAC 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 the contract shall usually be free of Federal excise and transportation taxes. The HRTAC's excise tax exemption registration number is: 47-1742163.

- 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 the contract is canceled by the insurance company or lapses due to no fault of the Contractor, the Contractor shall provide the HRTAC with not less than thirty (30) calendar days prior written notice that said insurance policy is to lapse or will be canceled due to no fault of the Contractor and restore said insurance policy with the same insurance company or obtain a replacement insurance policy that satisfies the insurance obligations required by the contract within thirty (30) calendar days from the date of any notice to the Contractor that its insurance policy has been canceled or lapsed.

The HRTAC must be named as an additional insured on the insurance certificate reflecting Commercial General Liability and other insurance coverages.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation – Statutory requirements and benefits.
2. Employer's Liability - \$100,000.
3. 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*).
4. Professional Liability Insurance: The Contractor shall maintain, during the life of the contract, such Professional Liability Insurance, *including Bodily Injury and Property Damage if excluded in Commercial General Liability coverage required above*, as to protect the Contractor, the Contractor staff, or by any subcontractor or anyone directly or indirectly employed by either of them against claims for damages, including protection of the owner (HRTAC). The minimum acceptable limits of liability to be provided by such Professional Liability Insurance shall be as follows:
 - (1). \$1,000,000 each incident
 - (2). \$2,000,000 aggregate

NOTE: If a contractor for professional services states there is property damage and bodily injury coverage equivalent to the 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 as a result of this solicitation, the Procurement Officer will publicly post such notice on the HRTAC website: <http://www.hrtac.org/> for a minimum of 10 days.

- T. **DRUG-FREE WORKPLACE:** During the performance of the 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 connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- U. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of the contract on the basis of race, religion, color, sex, national origin, age, disability, or being a faith-based organization. If the award of the contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to the 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 HRTAC 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. **TERMINATION OF CONTRACT:** The HRTAC 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 cause or convenience.

Termination for Cause: If the Contractor should breach the contract or fail to perform the services required by the contract, the HRTAC 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 HRTAC, the contract may be terminated by the HRTAC at any time thereafter upon written notice to the Contractor or, as an alternative, the HRTAC may give such extension of time to remedy the breach as the HRTAC determines to be in its best interest. The HRTAC's forbearance in not terminating the contract for a breach of contract shall not constitute a waiver of the claim by the HRTAC 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 HRTAC will use the address provided to the HRTAC in bids or proposals. It shall be the contractor's responsibility to notify the HRTAC in writing within 10 days of knowing a change of address. The written notice shall include the HRTAC'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 the contract for cause, the HRTAC reserves the right, in

its sole discretion, to terminate for cause any other open contract the Contractor has with the HRTAC.

Termination for Convenience: The contract may be terminated by the HRTAC in whole or in part for the convenience of the HRTAC 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 and to the extent specified in the notice of termination.

If the contract is terminated in whole or in part for the convenience of the HRTAC, 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 that were terminated. The Contractor will be compensated for reasonable costs or expenses arising out of the termination for the convenience of the HRTAC for delivery to the HRTAC of all products or 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 HRTAC 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 HRTAC 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 HRTAC. Said fees which have been earned shall be billed to the HRTAC in accordance with the normal billing process, but in no case later than sixty (60) days after the last work is performed. Any termination by the HRTAC 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 HRTAC.

- W. **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.
- X. **LITIGATION WITH THE HRTAC:** The HRTAC in its sole discretion may choose not to make an award to an offeror who is in litigation with the HRTAC 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 HRTAC at the time of the proposal evaluation.

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

- Z. **CRIMINAL CONVICTIONS:** The HRTAC 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.

- AA. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH OF VIRGINIA:** A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia 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 NONPROFESSIONAL SERVICES**

- A. ADVERTISING
 - B. AUDIT
 - C. AVAILABILITY OF FUNDS
 - D. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION
 - E. CONTINUITY OF SERVICES
 - F. IDENTIFICATION OF BID/PROPOSAL ENVELOPE
 - G. INDEFINITE DELIVERY/INDEFINITE QUANTITY
 - H. DBE's SUBCONTRACTING AND REPORTING
 - I. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES
 - J. PROPOSAL ACCEPTANCE PERIOD
 - K. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER
- A. **ADVERTISING**: In the event a contract is awarded for services resulting from this proposal, no indication of such contract or the provision of services to the HRTAC will be used in the contractor's literature or advertising. The contractor shall not state in any of its advertising or product literature that the HRTAC or any of its departments has purchased or uses its services.
- B. **AUDIT**: The Contractor shall retain all books, records, and other documents relative to the contract for five (5) years after final payment, or until audited by the HRTAC, whichever is sooner. The HRTAC shall have full access to and the right to examine any of said materials during said period.
- C. **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that the HRTAC shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of the contract.
- D. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION**: Contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients shall be collected and held confidential, during and following the term of the contract, and shall not be divulged without the individual's and the HRTAC's written consent and only in accordance with federal, state and city code. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the HRTAC of any breach or suspected breach in the security of such information. Contractors shall allow the HRTAC to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- E. **CONTINUITY OF SERVICES**:
- a. The contractor recognizes that the services under the contract are vital to the HRTAC and must be continued without interruption and that, upon contract

- G. **INDEFINITE DELIVERY/INDEFINITE QUANTITY:** This is an indefinite delivery/indefinite quantity contract for the services specified and effective for the period stated. The HRTAC shall order the services specified in the price schedule and the Contractor shall furnish them when ordered.

The Contractor shall complete any order issued during the effective period of the contract and not completed within the contract period within the time specified in the order. The contract shall govern the Contractor's and the HRTAC'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; provided that the Contractor shall not be required to make any delivery under the contract after 30 days of the expiration of the contract.

- H. **DISADVANTAGED BUSINESS ENTERPRISES (DBEs) 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 Disadvantaged Business Enterprises (DBEs) as defined in *49 CFR Part 26* and in accordance with *Title VI of the Civil Rights Act of 1964, 78 stat. 252, 42 U.S.C. 2000-2004d-4*. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the Procurement Officer the following information: Name of Firm, Certification Number, Phone Number, Total Dollar Amount subcontracted, and Type of product/service provided. A list of Virginia certified DBE firms can be located at: <http://www.dmb.e.virginia.gov/> under the *DBE Directory of Certified Vendors*.
- I. **PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES:** As requirements arise for specific staffing covered herein, the authorized individuals shall place orders. The position titles specified in this solicitation are given for the information of offerors and for the purpose of proposal evaluation. They do not indicate the actual staffing that will be ordered since the actual staffing will depend upon requirements that develop during the contract period.
- J. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for 90 days. At the end of the ninety (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.
- K. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to *Code of Virginia* Section 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)**

APPENDIX B

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS

The HRTAC requires that any person or entity doing business with the HRTAC shall include a sworn certification by the contractor or vendor of compliance with all 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 Section 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 HRTAC. Failure to attach a completed certification shall render the contract or agreement void.

(Type or print legibly when completing this form.)

1. Legal Name of Contractor or Vendor:

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

2. Type of Business Entity:

- A. Sole proprietorship (Provide full name and address of owner):
- B. Limited Partnership (Provide full name and address of all partners):
- C. General Partnership (Provide full name and address of all partners):
- D. Limited Liability Company (Provide full name and address of all managing members):
- E. Corporation (Provide full name and address of all officers):

3. Doing Business As: (If Applicable.)

(NOTE: This is the name that appears on your invoices but is not used as your reporting name.)

4. Name and Position of Person Completing this Certificate:

5.Physical Business Address:

6.Primary Correspondence Address (if different from physical address):

7.Number of Employees:

8.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 contractor/vendor listed above that, to the best of my knowledge and based upon reasonable inquiry, each and every one of the contractor's/vendor'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 Section 40.1-11.1 of the *Code of Virginia*. I further declare on behalf of the contractor/vendor 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 forgoing instrument was acknowledged before me this _____ day of _____ 20 __,
by _____.

Notary Public

Registration Number: _____
My commission expires: _____

**APPENDIX C
LITIGATION DISCLOSURE FORM**

Respond to each of the questions below by checking the appropriate box. 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 proposal is submitted.

1. 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 to this solicitation, been convicted of a felony, or a misdemeanor involving moral turpitude, during the last ten (10) years?

Yes _____

No _____

2. 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 to this solicitation, been terminated (for cause or otherwise) from any work being performed by the HRTAC or any other governmental or private entity during the last ten (10) years?

Yes _____

No _____

3. 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 to this solicitation, been involved in any claim or litigation with the HRTAC or any other governmental or private entity during the last ten (10) years?

Yes _____

No _____

4. Has any parent company or wholly owned subsidiary of your company been involved in any claim or litigation with the HRTAC 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.

**APPENDIX D
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 and officer of 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 of 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 according. 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 section 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 and 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 this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instruction. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 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

APPENDIX E
SALES AND USE TAX CERTIFICATE OF EXEMPTION

VA Dept. of Taxation

Form St-12
6201059

Rev. 11/99

COMMONWEALTH OF VIRGINIA

SALES AND USE TAX CERTIFICATE OF EXEMPTION

(For use by the Commonwealth of Virginia, a
political subdivision of the Commonwealth
of Virginia, or the United States)

To:

Date

(Name of Dealer)

(Number and street or rural route)

(City, town, or post office)

(State and ZIP Code)

The Virginia Retail Sales and Use Tax Act provides that the Virginia sales and use tax shall not apply to tangible personal property for use or consumption by this State, any political subdivision of this State, or the United States. (This exemption does not apply to sales or leases to privately owned financial and other privately owned corporations chartered by the United States.)

The undersigned, for and on behalf of the governmental agency named below, hereby certifies that all tangible personal property purchased or leased from the above dealer on and after this date will be for use or consumption by a governmental agency, that each such purchase or lease will be supported by the required official purchase order, and that such tangible personal property will be paid for out of public funds: (Check proper line below.)

- ____ 1. Tangible personal property for use or consumption by the Commonwealth of Virginia.
- ____ 2. Tangible personal property for use or consumption by a political subdivision of the Commonwealth of Virginia.
- ____ 3. Tangible personal property for use or consumption by the United States.

Hampton Roads Transportation
Accountability Commission

723 Woodlake Drive
(Number and street or rural route)

Chesapeake
(City, town, or post office)

VA
(State)

23320
(ZIP Code)

I certify that I am authorized to sign this Certificate of Exemption and that, to the best of my knowledge and belief, it is true and correct, made in good faith, pursuant to the Virginia Retail Sales and Use Tax Act.

BY _____

(Signature)

Finance Committee Chair _____

(Title)

Information for dealer. -A dealer is required to have on file only one Certificate of Exemption properly executed

APPENDIX F

**Request for Taxpayer
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

See Specific Instructions on page 2.

Name (as shown on your income tax return)					
Business name, if different from above					
Check appropriate box:	Individual/ Sole proprietor	Corporation	Partnership	Other ♦	Exempt from backup withholding
Address (number, street, and apt. or suite no.)				Requester's name and address (optional)	
City, state, and ZIP code					
List account number(s) here (optional)					

Part I Taxpayer Identification Number (TIN)

Print or type

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is

Employer identification number								

Part II Certification

our employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

or

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Under penalties of perjury, I certify that:

- . The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- . I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- . I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. or mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign here

Signature of
 U.S. person ♦

Date ♦

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, and
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified

in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

Cat. No. 10231X

Form **W-9** (Rev. 1-2005)

APPENDIX G
VENDOR CERTIFICATION

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

Submit to: Nancy Collins, CFO * Fax: (757) 523-4881 * E-mail: ncollins@hrpdcva.gov

**APPENDIX H
DBE PARTICIPATION STATEMENT**

Note: The Consultant is required to complete the following information and submit this form with the technical proposal.

RFP #: _____ Title: _____

Consultant Name: _____

This consultant (is ___) (is not ___) a certified Disadvantaged Business Enterprise (DBE).

Expected percentage of contract fees to be subcontracted to DBE(s): _____%.

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

DBE Sub-Consultant	Type of Work/Commodity
_____	_____
_____	_____
_____	_____
_____	_____

By: _____

Title: _____

Date: _____