

Hampton Roads Transportation Accountability Commission

**Monday, September 29, 2014
10:00 AM**

The Regional Board Room, 723 Woodlake Drive, Chesapeake, Virginia

Regular Meeting

1. Call to Order
2. Public Comment Period (*limit 5 minutes per individual*)
3. Submitted Public Comments
4. Minutes of the August 21, 2014 HRTAC Retreat
Recommended Action: Approval
5. 2034 Long-Range Transportation Plan Amendment: HRTF Projects – Dr. Camelia Ravanbakht
6. Secretary of Transportation Aubrey Layne
7. Finance Committee Report: Senator Wagner-Chair-Finance Committee
 - A. Draft 2015 HRTAC Operating Budget
Recommended Action: Approval
 - B. Draft Request For Proposal (RFP) for HRTAC Banking Services
Recommended Action: Approval "In Form"
8. For Your Information
 - A. HRTAC Administrative Items – Status
 - B. Hampton Roads Transportation Fund – Monthly Financial Report
 - C. Expanding HRTPO Metropolitan Planning Area to include Franklin and Southampton – Status
 - D. HRTPO Staff Research: Marshall Case v. NFTA
 - E. HRTAC Guidebook
9. Unfinished/New Business
10. Next HRTAC Regular Meeting – Thursday October 16, 2014
12:30 p.m.
The Regional Building, 723 Woodlake Drive, Chesapeake, VA 23320
11. HRTAC Bylaws Committee Meeting – Friday, October 17, 2014
1:00 p.m. – 3:00 p.m.
The Regional Building, 723 Woodlake Drive, Chesapeake, VA 23320
12. Adjournment

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**HRTAC Public Comment**  
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RE: HRTAC

Name: Reid Greenmun
Date: September 18, 2014
Subject: HRTAC

Public Comment Input (Via E-Mail)

The citizens of Tidewater cannot be more disappointed with the failure of the HRTAC to embrace and adopt the reasonable bylaw changes submitted by the Hampton Roads TEA Party and the Virginia Beach Taxpayer's Alliance BEFORE THE FIRST MEETING OF THE HRTAC.

The failure of our rights to speak for up to 5 minutes on each Agenda Item being required by the HRTAC bylaws is stunning in its CLEAR hostility directed towards the citizens which the HRTAC is supposed to be serving.

The HRTAC works for us; "We, The People". We the taxpayers ... and soon to be "We, The Toll payers".

The time is long overdue for our bylaw changes to be brought before the HRTAC and each recommended change presented and voted upon, in a separate recorded vote.

The name of this new commission is a "Accountability" commission. Voice votes fail to hold anyone accountable.

This new commission is planning to spend BILLIONS of our tax dollars, leveraging our money to run up TENS of BILLIONS in new DEBT!

To fail to welcome citizens and respect our input ON EACH AGENDA ITEM prior to making such critical decisions is not only bad governance, it is a form of taxation without representation. Our Founding Fathers would be outraged. Thomas Jefferson is most likely rolling in his grave.

The sooner this untenable situation is improved upon, the better it will be - for everyone.

**Hampton Roads Transportation
Accountability Commission (HRTAC)
Summary Minutes of the August 21, 2014 Retreat**

The Hampton Roads Transportation Accountability Commission (HRTAC) Retreat was called to order at 10:01 a.m. in the Regional Board Room, 723 Woodlake Drive, Chesapeake, Virginia, with the following in attendance:

HRTAC Voting Members in Attendance:

Paul D. Fraim	Alan P. Krasnoff, Chair
Clyde Haulman	Senator L. Louise Lucas
W. Eugene Hunt	McKinley Price
Delegate Johnny Joannou	William D. Sessoms
Linda T. Johnson	Senator Frank Wagner, Vice Chair*
Raystine Johnson-Ashburn	George Wallace
Dallas Jones	Donald Wiggins
Mary Jones	Kenneth I. Wright
Delegate S. Chris Jones	Delegate David Yancey

**HRTAC Ex-Officio Members in
Attendance:**

Cathie France (Alternate)
Charles Kilpatrick
John Malbon

HRTPO Interim Executive Director:

Camelia Ravanbakht

Other Participants:

Tom Inglima
Dep. Sec. Grindly Johnson*

HRTAC Voting Members Absent:

Byron Bailey

HRTAC Ex-Officio Members Absent:

Jennifer Mitchell
John Reinhart

* Late Arrival or Early Departure

Others Recorded Attending:

Ryan Bonab, Beatrice Browder, Nelson Bush, Robert Dean, Chris Fronheiser, Brenda Hardison, Toni Hedrick, Dianna Howard, Ellis James, Scott Lovell, Kathleen McCarthy, David Miller, Chris Mills, Jack Neely, Frank Papcin, Charles Parr, Donna Sayegh, Anil Sharma, Mike Snare (Citizens); James Baker, Jan Procter, MaryAnn Saunders, Earl Sorey (CH); Randy Martin (FR); Mary Bunting, Brian DeProfio (HA); Dee Dee Darden, Anne Seward (IW); Adam Kinsman (JC); Bryan Stilley, Jerri Wilson (NN); Marcus Jones, Bryan Pennington (NO); Sherri Neil, John Rowe (PO); J. Randall Wheeler (PQ); Michael Johnson (SH); Roger Fawcett, Selena Cuffee-Glenn (SU); Bob Matthias, Brian Solis, James Spore (VB); Jackson Tuttle (WM); James McReynolds (YK); Clyde Clark (HRTAC Technical Advisory Committee); Deborah Brown (Parsons Brinckerhoff); Dennis Heuer (RK&K); Barbara Reese (Support, City of Norfolk); Joel Andrus (Kemper Consulting); David Pickeral (IBM, Virginia); Angela Bezik (Williams Mullen); Jamaal O'Neal (Daily Press); Mark Geduldig-Yatrofsky (Portsmouthcitywatch.org); Martha McClees (VB Vision); Georjeane Blumling (AAA Tidewater Virginia); Kevan Danker (WATA); Ray Amoruso (HRT); Beth Arnold, Dawn Odom, Jim Utterback (VDOT); Tracy Baynard (McGuire Woods); Matthew Ward (Suffolk News Herald); Cathy Aiello (Aiello Enterprises); Rob Case, Brian Chenault, Kathlene Grauberger, Danetta Jankosky, Michael Kimbrel, John Mihaly, Brian Miller, Kendall Miller, Joe Paulus, Dale Stith, (HRTPO Staff); Kelli Arledge, Jennifer Coleman, Nancy Collins, Greg Grootendorst, Jim Hummer, Whitney Katchmark, Randy Keaton, Mike Long, Joe Turner, Chris Vaigneur (HRPDC Staff)

Public Comment Period (*limit 5 minutes per individual*)

Mr. Reid Greenmun, representing the Hampton Roads TEA Party and the VBTA, addressed HRTAC regarding the HRTAC bylaws, the Executive Director search, and the budget.

Mr. Frank Papcin, Virginia Beach Citizen, addressed the HRTAC with regards to several HRTAC members' ties to area banks and the potential conflict of interest.

(Senator Frank Wagner arrives)

Ms. Donna Sayegh, Portsmouth Citizen, addressed the HRTAC regarding the HRTAC budget.

(Deputy Secretary Grindly Johnson arrives)

Mr. Mark Geduldig-Yatrofsky, Portsmouth Citizen, addressed the HRTAC regarding rules of order.

Ms. Dianna Howard, representing the Virginia Beach Taxpayers Alliance, the Virginia Beach Tea Party, and the Tidewater Libertarian Party, addressed the HRTAC on the HRTAC budget.

Mr. Ellis W. James, representing the Sierra Club and the N.E.C. Observer, addressed the HRTAC regarding transportation funding.

Mr. Robert Dean, representing the Tidewater Libertarian Party, addressed the HRTAC regarding its bylaws.

Ms. Waverly Woods, representing the Hampton Roads Tea Party, addressed the HRTAC regarding its bylaws and budget.

Councilman Charles D. Parr, Suffolk Citizen, expressed his gratitude to the General Assembly Legislators for bringing HRTAC to the region. He requested the HRTAC members work together to bring forth the projects that will most benefit the entire area.

Minutes of the July 17, 2014 HRTAC Meeting

Mayor Paul Fraim Moved to approve the July 17, 2014 HRTAC Summary Minutes as written; seconded by Senator Frank Wagner. The Motion Carried.

HRTAC

Mr. Tom Inglima, HRTAC Counsel, outlined the role of the HRTAC and stated the Hampton Roads Transportation Planning Organization (HRTPO) develops the region's Long-Range Transportation Plan. Transportation programming is accomplished by both the HRTPO and the Commonwealth Transportation Board (CTB) utilizing the Transportation Improvement Program (TIP) and the Six-Year Improvement Program (SYIP). The HRTAC, working with the Virginia Department of Transportation (VDOT), is empowered to finance and deliver transportation projects.

He provided an overview of the state legislation that established the Hampton Roads Transportation Fund (HRTF) and the Hampton Roads Transportation Accountability Commission (HRTAC), federal requirements related to regional planning and programming, and HRTF and HRTAC progress to date.

A question was raised as to why the City of Franklin was included as a member of HRTAC, yet not the HRTPO. Dr. Camelia Ravanbakht, HRTPO Interim Executive Director, explained that the City of Franklin and Southampton County are members of the HRTAC because the localities are included in Planning District 23; however, they are not members of the HRTPO because they are not part of the urbanized areas as determined by the U.S. Bureau of the Census. She noted that adding them as members of the HRTPO would possibly require a redesignation of the HRTPO and the Hampton Roads Metropolitan Planning Area (MPA) by the Governor. She stated that HRTPO staff will research what would be required to add Franklin and Southampton County to the HRTPO.

A question was voiced regarding the \$44 million allocated from the Hampton Roads Transportation Fund (HRTF) to Segment 1 of the I-64 Peninsula Widening project. Mr. Inglima explained that at the time that allocation was made, under the HB2313 legislation, the HRTPO had the authority to allocate HRTF monies to the project.

A Commission member requested clarification regarding HRTAC and the former Hampton Roads Transportation Authority (HRTA) and referenced the Marshall Supreme Court Case. Mr. Inglima replied that he could not speak directly to the Marshall case; however, he noted that the General Assembly drafted legislation to create HRTAC with the power to utilize the collected taxes to administer or to determine priorities with the referenced source of funding.

Hampton Roads Transportation Fund (HRTF) Project Selection Process - Overview

Dr. Camelia Ravanbakht, HRTPO Interim Executive Director, reported that the HB2313 legislation originally authorized the Hampton Roads Transportation Planning Organization (HRTPO) to allocate HRTF monies for new construction projects on new or existing roads, bridges, and tunnels in the localities comprising Planning District 23.

Dr. Ravanbakht explained that projects in the 2034 Long-Range Transportation Plan (LRTP) were vetted through four guiding principles to arrive at the nine HRTF candidate projects and that the candidate projects were endorsed by the HRTPO Board in October 2013.

Discussion ensued on whether it was necessary to conduct another project review based solely on congestion mitigation. After a lengthy discussion, it was agreed that the HRTPO's work with the prioritization tool was beneficial in determining the HRTF candidate projects.

A question was raised regarding adding projects with estimated costs of less than \$100 million. Delegate Chris Jones replied the regional funds of HB2313 were not intended for smaller projects; but, rather for larger, regionally significant projects.

Commissioner Charlie Kilpatrick expressed VDOT's commitment to the HRTAC and stated, that at the planning level, the HRTPO and VDOT have put great effort into these projects over the years. He stated it is going to be important to make fundamental decisions with respect to financing, bonding, and tolls.

Concerns were voiced regarding the omission of the Hampton Roads Bridge Tunnel (HRBT) from the HRTF candidate project list. After more discussion, it was noted that the HRTPO unanimously supported the building of the Third Crossing in 1997 and once again in 2013 to relieve congestion at the HRBT.

Report on HRTAC/HRTPO/HRPDC Organization Structure Alternatives

Mr. Jack Tuttle, Williamsburg City Manager, summarized the mission, member localities, and Board Membership of the Hampton Roads Planning District Commission (HRPDC) and the Hampton Roads Transportation Planning Organization (HRTPO). He explained that the Hampton Roads Transportation Accountability Commission (HRTAC) was created as a body politic and political subdivision of the Commonwealth of Virginia and embraces each county and city located in Planning District 23. He noted the HRTPO is responsible for

prioritizing transportation projects to be constructed in the Metropolitan Planning Area (MPA) and the HRTAC project implementation takes into account project prioritization by the HRTPO.

He indicated the HRTAC could pursue two alternatives in its search for an Executive Director:

- A unified Chief Executive Officer (CEO) who would oversee the HRTAC/HRPDC/HRTPO
- A separate Executive Director for the HRTAC and a separate Executive Director who would oversee the HRPDC/HRTPO

It was decided to defer discussion pertaining to this item until after the HRTAC Finance Committee report on the HRTAC draft budget.

HRTAC Finance Committee Report – Draft Budget

Senator Frank Wagner, HRTAC Finance Committee Chair, presented two draft budgets: Option 1 which assumed one Executive Director overseeing the HRTAC/HRPDC/HRTPO; and Option 2, which assumed one Executive Director dedicated to overseeing the HRTAC.

He stated it was his understanding that the area's City Managers had discussed the options and recommended Option 1; however, he and others believed it would be best to operate HRTAC as an independent organization. He suggested the members thoroughly review the proposed budget before the next HRTAC meeting.

Deputy Secretary Grindly Johnson, representing the Office of the Secretary of Transportation, concurred with Senator Wagner and stated a different skill set is need for the HRTAC Executive Director than for the Executive Director for the HRPDC/HRTPO.

Several Commission members expressed their desire to have one Executive Director preside over the HRTAC/HRPDC/HRTPO as it would be an excellent opportunity for the regional bodies to be represented by a single voice and vision and reiterated that the City Managers also agreed with this arrangement.

Delegate Chris Jones stated that when the General Assembly was contemplating the bill it was always the intent that the HRTAC would be a separate organization with separate leadership. He noted that if the decision is made to have one Executive Director overseeing all three organizations, the General Assembly will more than likely introduce legislation in January 2015 requiring the HRTAC to operate as a separate organization. He also noted that another bill will be introduced that will recommend that the HRTF be used to pay for administrative and staff costs rather than have those costs borne by the localities as the current legislation requires.

After a lengthy discussion, it was decided to amend the agenda and Mayor Linda Johnson Moved to take action on Agenda Item #6 – *Report on HRTAC/HRTPO/HRTAC Organizational Structure Alternatives*; seconded by Mayor Eugene Hunt. The Motion Carried with Mayor McKinley Price and Mayor Raystine Johnson-Ashburn voting in opposition.

Mayor Hunt Moved to approve the Proposed Governance Structure: Option 2 which calls for a separate Executive Director for the HRTAC; seconded by Senator Louise Lucas. A roll call vote was taken.

<u>Jurisdiction/Agency</u>	<u>Voting Member</u>	<u>Yes</u>	<u>Absent</u>
Chesapeake	Alan P. Krasnoff	Yes	
Franklin	Raystine Johnson-Ashburn	Yes	
Hampton	George Wallace	Yes	
Isle of Wight	Byron B. Bailey		Absent
James City	Mary K. Jones	No	
Newport News	McKinley L. Price	No	
Norfolk	Paul D. Fraim	Yes	
Poquoson	W. Eugene Hunt, Jr.	Yes	
Portsmouth	Kenneth I. Wright	No	
Southampton	Dallas O. Jones	Yes	
Suffolk	Linda T. Johnson	Yes	
Virginia Beach	William D. Sessoms	Yes	
Williamsburg	Clyde A. Haulman	Yes	
York	Donald E. Wiggins	Yes	
General Assembly	Senator L. Louise Lucas	Yes	
General Assembly	Senator Frank W. Wagner	Yes	
General Assembly	Delegate Johnny S. Joannou	Yes	
General Assembly	Delegate S. Chris Jones	Yes	
General Assembly	Delegate David E. Yancey	Yes	

Regarding the motion on the floor, The Motion Carried.

For Your Information

Chair Krasnoff noted that the HRTF Monthly Financial Report was included in the agenda packet.

Unfinished/New Business

Chair Krasnoff stated there would be an HRTAC public information meeting on August 27, 2014 from 4:00 p.m. – 7:00 p.m. at the Poquoson High School Commons.

Next Meeting

Due to a conflict with the General Assembly, Mayor Linda Johnson Moved to convene the next HRTAC Regular meeting on Monday, September 29, 2014 at 10:00 a.m. in The Regional Building Board Room, 723 Woodlake Drive, Chesapeake, VA; seconded by Mayor Paul Fraim. The Motion Carried.

Ms. Mary Jones recommended the HRTAC Bylaws Committee consider allowing the public to provide comments before each agenda item.

Chair Krasnoff indicated the HRTAC Bylaws Committee, chaired by Mayor Fraim, will meet in the near future.

Adjournment

With no further business to come before the Hampton Roads Transportation Accountability Commission (HRTAC), the meeting adjourned at 1:05 p.m.

Alan P. Krasnoff
HRTAC Chair

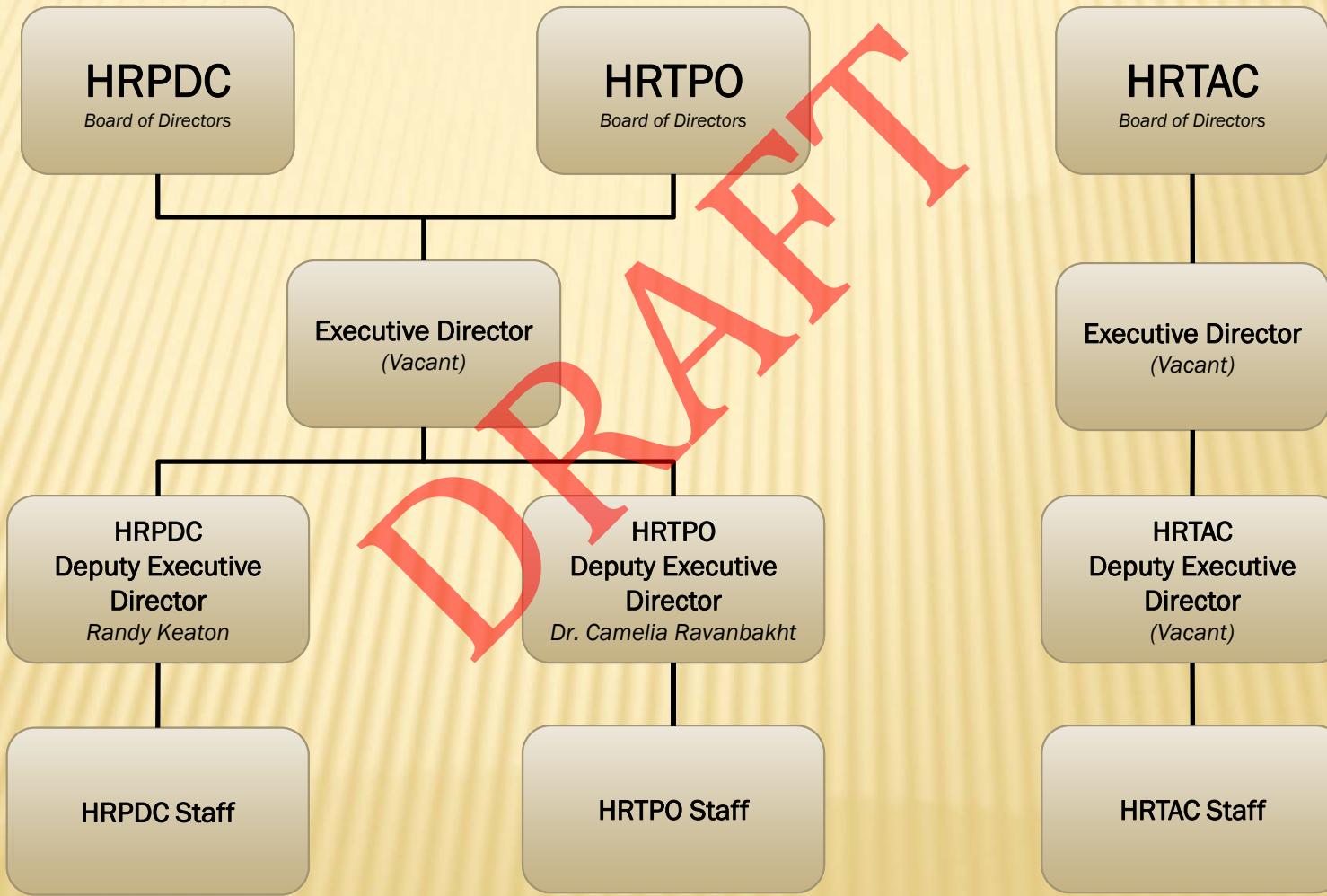
HRTAC FINANCE COMMITTEE REPORT

DRAFT BUDGET

Option 2 - Revised Budget

Prepared Following the HRTAC Retreat
on
August 21, 2014

Proposed Governance Structure: Option 2



Proposed HRTAC Operating Budget: Option 2

FY 2015	
<u>EXPENDITURES</u>	<u>PROPOSED</u>
Personnel:	
HRTPO Support Staff (Detailed on Slide 5)	\$72,431
HRTAC Staff (Detailed on Slide 4)	\$795,422
	Subtotal Personnel
	\$867,853
Professional Services:	
Audit Services	\$40,000
Bank Fees	\$3,500
Legal	\$140,000
Financial advisors	\$200,000
Insurance (Officers & Directors, Liability)	\$15,000
Executive Director Search Consultant	\$25,000
Deputy Executive Director Search Consultant	\$25,000
	Subtotal Professional Services
	\$448,500
Technology/Communication	
Computer hardware and peripherals/maintenance	\$10,000
Website Consultant (Development & Hosting)	\$10,000
	Subtotal Technology/Communication
	\$20,000
Administrative Expenses	
Public Notices/Advertising	\$12,000
Office Space	TBD
Office Supplies	\$2,000
Furniture	\$10,000
Printing	\$10,000
Dues/subscriptions	\$2,000
Travel	\$8,000
Meeting expenses	\$3,500
Postage/delivery	\$1,000
Professional development	\$3,000
	Subtotal Administrative Expenses
	\$51,500
Total Operating Budget	\$1,387,853

Proposed Budget - HRTAC Staff: Option 2

Executive Director (HRTAC)	Salary (70% range)	\$214,800
Range: \$156,000 - \$240,000	Benefits @ 33%	\$70,884
	Cell Phone	\$800
	Car Allowance	\$7,200
	Other	TBD
Deputy Executive Director	Salary (40% Range)	\$129,600
Range: \$108,000 - \$162,000	Benefits @ 33%	\$42,768
	Cell Phone ¹	\$800
	Car Allowance ¹	\$6,000
Chief Financial Officer	Salary (Mid-Range)	\$122,950
Range: \$98,360 - \$147,539	Benefits @ 33%	\$40,573
	Cell Phone	\$800
Financial Analyst	Salary (Mid-Range)	\$71,670
Range: \$57,340 - \$86,000	Benefits @ 33%	\$23,651
	Other	\$0
Executive Assistant	Salary (Mid-Range)	\$47,313
Range: \$38,625 - \$56,000	Benefits @ 33%	\$15,613
	Other	\$0
Total HRTAC Staff Cost		\$795,422

¹ Currently, the Deputy Executive Directors of HRTPO and HRPDC do not receive car or cell phone allowances, but many of their equivalents in member jurisdictions receive these benefits.

Proposed Budget - HRTPO Staff Support: Option 2

HRTPO Deputy Executive Director	\$18,950
Accountant	\$17,571
Public Involvement & Title VI Administrator	\$5,694
Senior Administrative Assistant	\$3,929
Assistant General Services Manager	\$3,809
Chief Financial Officer	\$3,394
Principal Transportation Engineer	\$3,374
Human Resources Administrator	\$2,933
General Services Manager	\$2,873
Web & Graphics Designer	\$2,387
Senior Transportation Planner	\$2,355
Senior Accounting Manager	\$2,080
IT Manager	\$2,038
Receptionist	\$1,044
Total HRTPO Support Staff Cost	\$72,431

REQUEST FOR PROPOSAL



HAMPTON ROADS TRANSPORTATION ACCOUNTABILITY COMMISSION

ISSUE DATE: _____
TITLE: HRTAC BANKING SERVICES
ISSUED BY:
Hampton Roads Transportation Accountability Commission
723 Woodlake Drive
Chesapeake, VA 23320

RFP NO.: HRTAC 2015-01
ELEMENT NO.: 491015
USING DEPARTMENT:
HRTAC
723 Woodlake Drive
Chesapeake, VA 23320

Period of Contract: Three (3) years from date of award, with an option for two (2) successive one (1) year renewals.

Sealed Proposals will be received until 4:30 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, HRPDC Phone: 757 420-8300, Fax: 757 523-4881, Email: ncollins@hrpdca.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, HRTPO, and HRPDC websites at: www.hrtac.org; www.hrtpo.org; www.hrpdcva.gov.

It shall be the responsibility of the prospective offeror to monitor these websites 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)

Title: _____

FEI/FINT No: _____

Phone: _____ Fax: _____

Email: _____

Website: _____

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APPENDIX A:

- Section I – Required General Terms and Conditions
- Section II – Special Terms and Conditions

APPENDIX B:

Certification of Compliance with Immigration Laws and Regulations – **Must be fully executed and submitted with the proposal.**

APPENDIX C:

Litigation Disclosure Form – **Must be fully executed and submitted with the proposal.**

APPENDIX D:

Lobbyist Disclosure Form – **Must be fully executed and submitted with the proposal.**

APPENDIX E:

HRTAC Sales & Use Tax Certification of Exemption

APPENDIX F:

W-9 Taxpayer Identification Number and Certification – **Must be fully executed and submitted with the proposal.**

APPENDIX G:

Vendor Verification – **Must be fully executed and submitted with the proposal.**

APPENDIX H:

DBE Participation Statement – **Must be fully executed and submitted with the proposal.**

I. PURPOSE:

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from banking institutions to provide banking and depository services of public funds to the Hampton Roads Transportation Accountability Commission from the date of award for three (3) years, with the option to renew for an additional two (2) successive one (1) year periods. Depositories will be required to pledge collateral against any public funds deposits in excess of deposit insurance amounts.

II. BACKGROUND:

The Hampton Roads Transportation Accountability Commission (HRTAC) is comprised of the chief elected officer of each of the 14 counties and cities embraced by The HRTAC, 3 state delegates and 2 state senators, and 4 nonvoting members. The HRTAC is responsible for determining how approximately \$200 million per year in new regional transportation revenue will be invested in transportation projects in Hampton Roads. The HRTAC needs to establish a bank account so that the monies collected to date in the Hampton Roads Transportation Fund can be transferred from the state to the HRTAC.

III. SCOPE OF SERVICES:

- A. The Financial Institution shall allow for payment via debit to State and IRS (Payroll Taxes) and provide competent and technologically efficient banking and cash management services to support the fiscal operations of HRTAC including, but not limited to, the following:
 - 1) Be a Federal Deposit Insurance Corporation (FDIC) insured institution.
 - 2) Be a qualified depository for public funds in accordance with Commonwealth of Virginia law.
 - 3) Maintain accounts necessary on behalf of HRTAC.
 - 4) Remote deposit capabilities including onsite equipment.
 - 5) Electronic Data Interchange (EDI) capabilities via readable media tape, internet access and/or modem.
 - 6) Account Analysis accessible through electronic means and readily convertible to a personal computer database.
 - 7) Online stop payment or voided check processing.
 - 8) Online image services of returned and cancelled checks. Image Archive for at least 7 years. Notification of returned items via secure email.
 - 9) Provide an Overnight Repurchase Agreement (REPO) attached to the checking account, sweeping funds daily in excess of the established compensation balance.
 - 10) Provide monthly bank reconciliation capabilities for each account. Online and PC downloadable information reporting capabilities. Online report to view banks transactions.

11) Positive Pay capabilities.

B. Bank Accounts:

- 1) Provide a competitive interest rate on all funds deposited. Balances remaining at the end of each day in the main operating account shall be invested overnight at a competitive rate in investments that comply with Commonwealth of Virginia law.
- 2) Interest Income is to be credited separately to each account monthly.
- 3) Online wire transfer (ACH/EFT) transaction processing.
- 4) Allow Credit Card Deposits. Disallow credit card chargeback by customers.
- 5) The HRTAC may withdraw assets/funds from the Financial Institution at any time, with or without cause.
- 6) Online capabilities to transfer between bank accounts.

C. Contract Start-Up:

- 1) HRTAC desires that all services be implemented upon award of contract.

D. Reporting and Delivery Requirements:

- 1) Reports: At a minimum, the Bank shall provide the following reports to HRTAC:
 - a. Online reports of credit and or debit advices for ACH and Wire transfer transactions.
 - b. Online inquiry reporting capabilities
 - c. Monthly activity statements and reports for all accounts by the third business day of the following month.

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	10/09/14
Submission of Questions	Potential Offerors	10/20/14
Pre-Proposal Conference**	Offerors	10/22/14
Addenda published on website	Procurement Officer	11/03/14
Submission of Proposal	Offerors	11/13/14
Selection Shortlist	Evaluation Committee	11/25/14
Oral Presentations (if necessary)	Offerors	12/04/14
Contract Negotiations	Finance Committee Chair	12/12/14
Approval	HRTAC	12/18/14
Issue Intent to Award	Procurement Officer	12/19/14
Award Contract	Finance Committee Chair	12/29/14

**If a Pre-Proposal Conference is held, the location will be The Regional Building, 723 Woodlake Drive, Chesapeake, VA 23320 at 10:00 a.m. on the date listed above. Doors will close promptly at 10:10 a.m.

V. **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 Request for Proposals 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 Form; DBE Participation Statement; and the State Corporation Commission Identification Number shall all be signed and completed as required.
- B. The offeror shall provide a concise description of its work experiences as it relates to the Scope of Services outlined herein including, but not limited to:
 - 1. A brief history of the firm, including the number of years in business and the size of the firm.
 - 2. The firm's current total budget and description of financial stability. Submit a copy of the offeror's most recent annual audited financial statement.
 - 3. Documentation showing a minimum of five (5) years demonstrated experience - preferably with public sector/government organizations.
 - 4. A brief description of your organizational structure.
 - 5. A description of any other specialized services.
 - 6. A minimum of five (5) references, preferably public sector/government organizations, with which the firm is currently under contract, including the following: Name and address of organization; Name, title, email address, phone number, and fax number of a contact for the organization; Number of years offeror has served the organization.
 - 7. A description of the staff and other resources that will be assigned to the contract. Include resumes of those individuals to include years of experience with similar successful contracts comparable to the requirements contained in the solicitation, and years with the offeror.
 - 8. No subcontractors allowed.

VIII. DISCLOSURE OF PROPOSAL CONTENTS:

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

IX. SUBMITTAL PROCESS AND INFORMATION:

One (1) original (**specifically marked "Original"**) and seven (7) bound copies, plus one 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 **sealed proposals**, until 4:30p.m. on the date noted in Section IV above, delivered to:

Nancy K. Collins
Procurement Officer
HRPDC
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.

The HRTAC shall not be responsible for any expense incurred by the offeror in preparing and submitting a proposal, answering any subsequent inquiries, interviews for evaluation, or contract negotiations. All submissions are final and may not be withdrawn.

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 the HRTPO and the Finance Committee will evaluate each proposal received and submit a recommendation to the Procurement Officer. The Finance Committee (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.

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	10%
2. Capabilities and Skills	10%
3. Responsiveness to Scope of Work	20%
4. Accessibility of firm for local meetings	10%
5. Knowledge of the Hampton Roads Region	10%
6. DBE Certified/DBE Subcontracting Plan	20%
7. Resources	10%
8. Cost of Services	<u>10%</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 shall be made of two (2) or more offerors 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 HRTAC Chair shall select the offeror that, in his/her opinion, made the best proposal and once approved by the HRTAC Board shall award the contract 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 Finance Committee Chair determine in writing and in his/her 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 Board.

B. The EC reserves 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 may cancel this RFP at any time prior to an award.

D. The EC is 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 may or may not choose to implement all of the processes described in this RFP. As a result, these options must be listed separately.

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PRICE SCHEDULE
COMMERCIAL BANKING SERVICES

Offeror's Name: _____

Service Description	Estimated Average Monthly Volume	Unit Price	Monthly Price (Avg month volume x Unit Price)
General Account Services			
Account Maintenance	1	\$	\$
Debits Posted	4	\$	\$
Credits Posted	2	\$	\$
Depository Services			
ACH/Wire deposit	2	\$	\$
Deposited Checks	1	\$	\$
Paper Disbursement Services			
Online Image View < 90 Days – Item	2	\$	\$
Online Image View > 90 Days – Item	2	\$	\$
Stop Payment – Online	1	\$	\$
Desktop Deposit Images Retrieved	2	\$	\$
General ACH Services			
Electronics Credits Posted	2	\$	\$
ACH Transmission Charge	6	\$	\$
ACH Monthly Base	1	\$	\$
Grand Total		\$	\$

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
- 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/HRTPO/HRPDC websites: (www.hrtac.org / www.hrpdcva.gov / www.hrtpo.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 REQUIREMENT/ESTIMATED QUANTITIES
- J. PROPOSAL ACCEPTANCE PERIOD
- K. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER
- L. MULTIPLE AWARDS

- 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 expiration, a successor, either the HRTAC or another contractor, may continue them. The contractor agrees:
 - i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
 - ii. To make all HRTAC owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor.
 - iii. That the Finance Committee Chair shall have final authority to resolve disputes related to the transition of the contract from the contractor to its successor.
- b. The contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after the contract expires and shall negotiate in good faith a plan with successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
- c. The contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in/phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under the contract. All phase-in/phase-out work fees must be approved by the HRTAC Chair in writing prior to commencement of said work.

F. IDENTIFICATION OF BID/PROPOSAL ENVELOPE: The signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____
Name of Offeror _____ Due Date _____ Time _____

Street or Box Number _____ RFP Number _____

City, State Zip Code _____ RFP Title _____

Name of Contact/Purchase Officer or Buyer: _____

The envelope should be addressed as directed on Page 1 of this solicitation.

If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

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.dmbc.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)**

L. **MULTIPLE AWARDS:** Awards may be made to more than one bidder or offeror.

DRAFT

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 or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the modification of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee 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 accordingly. The certification is a material representation of the fact on which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into the transaction imposed by 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: <input type="checkbox"/> Individual/ <input type="checkbox"/> Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> 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									

or

Part II Certification

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

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 RS, 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, r
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 re:

- 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@hrpdvca.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: _____

September 18, 2014

Memorandum 2014-01

TO: Alan P. Krasnoff, Chairman

BY: Camelia Ravanbakht, HRTPO Interim Executive Director

RE: Progress Report on HRTAC Organizational and Administrative Items

The staff of the HRTPO has been working diligently to assist the HRTAC with the numerous organizational and administrative tasks required for the Commission to function in its official capacity. Several items were identified and below are updates on each of those items.

Federal ID Number

A Federal Employer ID number (FEIN) has been issued by the IRS.

Finance Committee

The Draft Budget is complete and is currently under review by the Finance Committee. VDOT will take the lead on the public hearing for the draft budget.

Development of an RFP for banking services is complete. A draft has been submitted to the Finance Committee for its review. It is anticipated the RFP will be included on the September 29, 2014 HRTAC agenda for approval. HRTAC's legal counsel will be discussing with Finance Committee Chair Senator Frank Wagner a need to have the RFP reviewed for the treasury management component; safekeeping of the funds; and risk if all dollars are deposited with one bank.

Staffing

The Office of the Secretary of Transportation has authorized the use of the State's contract with Springsted Incorporated to recruit and hire an Executive Director. Springsted has been engaged and is currently developing the process and timeline for the recruitment. VDOT has agreed to cover the costs of the consultant.

Once an Executive Director is hired, additional staff as outlined in the HRTAC budget (as presented by the Finance Committee) will be hired to assist in the daily operations of the Commission. Until the HRTAC staff is in place, HRTPO staff will continue to develop, post and disseminate HRTAC Board and Committee agendas. VDOT has agreed to provide administrative assistance for all HRTAC and Advisory Committee meetings (e.g., minutes).

Alan P. Krasnoff, Chairman
Memorandum 2014-01
September 18, 2014

HRTPO staff has made the initial contact with the Virginia Retirement System (VRS) and The Local Choice for retirement and health insurance respectively. Political Subdivisions can join VRS but are not required to do so; however if HRTAC decides to join, it is an irrevocable decision. HRTPO staff is prepared to assist HRTAC in the set-up process. Healthcare coverage cannot be established until HRTAC has actual employees. HRTPO staff is familiar with the process and is prepared to assist with this as well.

Public Meetings and Outreach

HRTPO staff released an RFP for website design and creation and a consultant has been selected. The new HRTAC website is under development and scheduled for launch the week of September 22. Currently, HRTAC information is maintained on the HRTPO website and can be accessed at <http://www.hrtpo.org/page/hrtac>. HRTPO staff will continue to update the site until the new site is launched.

Other social media outreach resources and accounts have been secured including Facebook and Twitter. These sites will also be ready for launch the week of September 22. Constant Contact (email) services have been acquired and HRTPO staff has imported contact information. Through Constant Contact, links will be disseminated to the public to the new website, Twitter and Facebook.

HRTPO staff planned, promoted and staffed the first HRTAC Town Hall meeting in Poquoson and is working on plans for two subsequent meetings – one in Suffolk and one to be held at the Regional Building in Chesapeake. VDOT has agreed and provided the HRTPO access to their consultant for promoting the public meetings. As previously mentioned above, VDOT will take the lead on the public hearing for the draft budget. HRTPO staff continues to answer public comments and questions regarding HRTAC.

Memorandum of Understanding between HRTAC and HRTPO

HRTPO staff is working with the office of the Secretary of Transportation to finalize the Memorandum of Understanding (MOU) between the HRTAC and the HRTPO. The MOU outlines the responsibilities of the two organizations and details the services to be provided by the HRTPO to the HRTAC as well as the fee for such services.

We have made great strides over the past couple of months and appreciate your support as well as the support from the Secretary's office and from Senator Wagner as Chair of the Finance Committee. If you have any questions regarding any of these items, please do not hesitate to contact me.

HAMPTON ROADS TRANSPORTATION FUND FINANCIAL REPORT

VDOT provides the HRTAC with monthly financial reports relating to the HRTF including the following information:

- Revenue from sources as detailed by the collecting agency
- Interest earnings
- Expenditures reflecting both the program (HRTF) total as well as project totals
- The current cash position/balance in the HRTF as well as forecasted cash position/balance

Attached are the July 2014 financial reports. Based on the financial reports received to date from VDOT, the HRTPO staff has analyzed the data and prepared the attached reports and summaries:

Revenues

Total Revenues (as of July 31, 2014): \$159,461,244

- State Sales and Use Tax : \$117,752,815¹
- Local Fuels Tax : \$41,344,574²
- Interest : \$363,855

Expenditures

I-64 Peninsula Widening – Segment 1: \$1,256,101

Adjustment

Allocation error: \$165³

Available Cash

Ending Cash Balance: \$158,204,979

Allocations

I-64 Peninsula Widening – Segment 1: \$44,000,000

Fees

YTD Dept. of Tax Administrative Fees: \$471,952¹

YTD DMV Administrative Fees: \$98,695²

¹ State Sales and Use Tax amount is after VA Dept. of Tax Administrative Fees are deducted.

² Local Fuels Tax amount is after DMV Administrative Fees are deducted.

³ Sales Tax Revenue not intended for locality distribution (not included in Available Cash on this report).

Table 1 - Total HRTF Revenues

Hampton Roads Transportation Fund (HRTF)

*Total of Sales & Use and Fuels Taxes**Fiscal Year 2015*

Locality	FY2014	Previous 2015 YTD	July 2014	FY2015 YTD	**Total 7/1/13 - 7/31/14
<i>Chesapeake</i>	\$ 26,190,414	\$ -	\$ 2,683,803	\$ 2,683,803	\$ 28,874,217
<i>Franklin</i>	1,292,665	-	118,954	118,954	1,411,619
<i>Hampton</i>	10,681,722	-	1,130,146	1,130,146	11,811,869
<i>Isle of Wight</i>	2,477,820	-	271,690	271,690	2,749,510
<i>James City</i>	6,414,000	-	678,523	678,523	7,092,523
<i>Newport News</i>	15,430,853	-	1,489,217	1,489,217	16,920,070
<i>Norfolk</i>	20,167,272	-	2,028,721	2,028,721	22,195,992
<i>Poquoson</i>	372,685	-	46,426	46,426	419,111
<i>Portsmouth</i>	5,156,722	-	512,767	512,767	5,669,489
<i>Southampton</i>	725,198	-	81,233	81,233	806,431
<i>Suffolk</i>	6,761,079	-	725,748	725,748	7,486,827
<i>Virginia Beach</i>	38,529,530	-	4,184,746	4,184,746	42,714,275
<i>Williamsburg</i>	3,220,596	-	323,310	323,310	3,543,906
<i>York</i>	6,707,348	-	694,202	694,202	7,401,550
Total	<u>\$ 144,127,902</u>	<u>\$ -</u>	<u>\$ 14,969,487</u>	<u>\$ 14,969,487</u>	<u>\$ 159,097,389</u>
Interest	363,855		-	-	363,855
Total Revenues	144,491,757		14,969,487	14,969,487	159,461,244
Adjustment *	541,308	-	(541,473)	(541,473)	(165)
Expenditures	(1,087,241)	-	(168,860)	(168,860)	(1,256,101)
HRTF Balance	\$ 143,945,824		\$ 14,259,154	\$ 14,259,154	\$ 158,204,979
Base Forecast	157,827,312	-	6,849,173	6,849,173	164,676,485
Total Revenue - Base Forecast (under)/over	(13,335,555)	-	8,120,314	8,120,314	(5,215,241)

*Sales Tax Revenue not intended for locality distribution - reversed in July 2014

** HRTF was created on 7/1/2013.

Source: VDOT report "Revenues By Locality"

Prepared by: Hampton Roads Transportation Planning Organization, September 17, 2014

Table 1A - State Sales & Use Tax

Hampton Roads Transportation Fund (HRTF)

State Sales & Use Tax

Fiscal Year 2015

(Net of Administrative Fee)

Locality	FY2014	Previous 2015 YTD	July 2014	FY2015 YTD	**Total 7/1/13 - 7/31/14
<i>Chesapeake</i>	19,139,477	\$ -	\$ 1,931,628	\$ 1,931,628	\$ 21,071,105
<i>Franklin</i>	839,114	-	80,056	80,056	919,170
<i>Hampton</i>	7,912,417	-	812,334	812,334	8,724,751
<i>Isle of Wight</i>	1,207,488	-	113,318	113,318	1,320,806
<i>James City</i>	5,456,375	-	547,883	547,883	6,004,258
<i>Newport News</i>	11,809,004	-	1,122,922	1,122,922	12,931,926
<i>Norfolk</i>	15,929,882	-	1,545,093	1,545,093	17,474,975
<i>Poquoson</i>	243,643	-	25,521	25,521	269,164
<i>Portsmouth</i>	3,476,700	-	345,484	345,484	3,822,184
<i>Southampton</i>	286,300	-	30,674	30,674	316,974
<i>Suffolk</i>	4,176,126	-	425,949	425,949	4,602,075
<i>Virginia Beach</i>	29,146,779	-	3,127,439	3,127,439	32,274,218
<i>Williamsburg</i>	2,397,178	-	254,558	254,558	2,651,737
<i>York</i>	4,862,621	-	506,850	506,850	5,369,471
Total	106,883,106	\$ -	\$ 10,869,709	\$ 10,869,709	\$ 117,752,815
Base Forecast	108,971,040	-	6,389,132	6,389,132	115,360,172
Diff(under)/over	(2,087,934)	-	4,480,577	4,480,577	2,392,643

** HRTF was created on 7/1/2013.

Source: VDOT report "Revenues By Locality"

Prepared by: Hampton Roads Transportation Planning Organization, September 17, 2014

Table 1B - Local Fuels Tax

Hampton Roads Transportation Fund (HRTF)
Local Fuels Tax
Fiscal Year 2015

(Net of Administrative Fee)

Locality	FY2014	Previous 2015 YTD	July 2014	FY2015 YTD	**Total 7/1/13 - 7/31/14
<i>Chesapeake</i>	7,050,937	\$ -	\$ 752,175	\$ 752,175	\$ 7,803,112
<i>Franklin</i>	453,551	-	38,898	38,898	492,450
<i>Hampton</i>	2,769,305	-	317,812	317,812	3,087,117
<i>Isle of Wight</i>	1,270,332	-	158,372	158,372	1,428,704
<i>James City</i>	957,625	-	130,640	130,640	1,088,265
<i>Newport News</i>	3,621,849	-	366,296	366,296	3,988,144
<i>Norfolk</i>	4,237,390	-	483,628	483,628	4,721,017
<i>Poquoson</i>	129,041	-	20,905	20,905	149,947
<i>Portsmouth</i>	1,680,022	-	167,283	167,283	1,847,305
<i>Southampton</i>	438,898	-	50,559	50,559	489,457
<i>Suffolk</i>	2,584,952	-	299,799	299,799	2,884,752
<i>Virginia Beach</i>	9,382,750	-	1,057,307	1,057,307	10,440,057
<i>Williamsburg</i>	823,417	-	68,752	68,752	892,169
<i>York</i>	1,844,727	-	187,352	187,352	2,032,079
Total	37,244,796	\$ -	\$ 4,099,779	\$ 4,099,779	\$ 41,344,574
Base Forecast	48,700,001	-	460,041	460,041	49,160,042
Diff(under)/over	(11,455,205)	-	3,639,738	3,639,738	(7,815,468)

** HRTF was created on 7/1/2013.

Source: VDOT report "Revenues By Locality"

Prepared by: Hampton Roads Transportation Planning Organization, September 17, 2014

Table 2A - Dept of Tax Administrative Fee

Hampton Roads Transportation Fund (HRTF)

Administrative Fee

Fiscal Year 2015

Locality	FY2014	Previous 2015 YTD	July 2014	FY2015 YTD	**Total 7/1/13 - 7/31/14
<i>Chesapeake</i>	79,134	\$ -	\$ 4,904	\$ 4,904	\$ 84,038
<i>Franklin</i>	3,411	-	203	203	3,614
<i>Hampton</i>	32,695	-	2,062	2,062	34,757
<i>Isle of Wight</i>	5,152	-	288	288	5,440
<i>James City</i>	24,315	-	1,391	1,391	25,706
<i>Newport News</i>	48,897	-	2,851	2,851	51,748
<i>Norfolk</i>	66,002	-	3,923	3,923	69,925
<i>Poquoson</i>	989	-	65	65	1,054
<i>Portsmouth</i>	14,012	-	877	877	14,889
<i>Southampton</i>	1,215	-	78	78	1,293
<i>Suffolk</i>	17,148	-	1,081	1,081	18,229
<i>Virginia Beach</i>	121,231	-	7,940	7,940	129,171
<i>Williamsburg</i>	10,083	-	646	646	10,729
<i>York</i>	20,071	-	1,287	1,287	21,358
Total	444,356	\$ -	\$ 27,596	\$ 27,596	\$ 471,952
% of Sales & Use Tax Revenue	0.42%	0%	0.25%	0.25%	0.40%

** HRTF was created on 7/1/2013.

Source: VDOT report "Regional Portion of Sales Tax"

Prepared by: Hampton Roads Transportation Planning Organization, September 17, 2014

Table 2B - DMV Administrative Fee

Hampton Roads Transportation Fund (HRTF)

Administrative Fee

Fiscal Year 2015

Locality	FY2014	Previous 2015 YTD	July 2014	FY2015 YTD	**Total 7/1/13 - 7/31/14
<i>Chesapeake</i>	18,260	\$ -	\$ -	\$ -	\$ 18,260
<i>Franklin</i>	1,255	-	-	-	1,255
<i>Hampton</i>	7,781	-	-	-	7,781
<i>Isle of Wight</i>	3,305	-	-	-	3,305
<i>James City</i>	2,869	-	-	-	2,869
<i>Newport News</i>	9,844	-	-	-	9,844
<i>Norfolk</i>	10,866	-	-	-	10,866
<i>Poquoson</i>	275	-	-	-	275
<i>Portsmouth</i>	4,957	-	-	-	4,957
<i>Southampton</i>	1,212	-	-	-	1,212
<i>Suffolk</i>	7,249	-	-	-	7,249
<i>Virginia Beach</i>	24,312	-	-	-	24,312
<i>Williamsburg</i>	1,616	-	-	-	1,616
<i>York</i>	4,895	-	-	-	4,895
Total	98,695	\$ -	\$ -	\$ -	\$ 98,695
% of Sales & Use Tax Revenues	0.26%	0%	0%	0.00%	0.24%

** HRTF was created on 7/1/2013.

Source: VDOT report "Regional Portion of Sales Tax"

Prepared by: Hampton Roads Transportation Planning Organization, September 17, 2014

Table 3 - Allocations

Hampton Roads Transportation Fund (HRTF)

Allocations(millions)

Fiscal Year 2015

Project	FY2014	Previous 2015 YTD	July 2014	FY2015 YTD	**Total 7/1/13 - 7/31/14
I-64 Peninsula Segment 1	44.0	\$ -	\$ -	\$ -	\$ 44
I-64 Peninsula Segment 2		-	-	-	-
I-64 Peninsula Ft Eustis		-	-	-	-
I-64 Peninsula Segment 3		-	-	-	-
Patriots Crossing		-	-	-	-
I-664 Widening		-	-	-	-
I-64 Southside Widening		-	-	-	-
I-64/I-264 Interchange		-	-	-	-
US Route 460/58/13		-	-	-	-
Total	\$ 44.0	\$ -	\$ -	\$ -	\$ 44

** HRTF was created on 7/1/2013.

Prepared by: Hampton Roads Transportation Planning Organization, September 17, 2014

Table 4 - Expenditures

Hampton Roads Transportation Fund (HRTF)
Expenditures
Fiscal Year 2015

Project	FY2014	Previous 2015 YTD	July 2014	FY2015 YTD	**Total 7/1/13 - 7/31/14
I-64 Peninsula Sement 1	\$ 1,087,241	\$ -	\$ 168,860	\$ 168,860	\$ 1,256,101
I-64 Peninsula Sement 2	-	-	-	-	-
I-64 Peninsula Ft Eustis	-	-	-	-	-
I-64 Peninsula Sement 3	-	-	-	-	-
Patriots Crossing	-	-	-	-	-
I-664 Widening	-	-	-	-	-
I-64 Southside Widening	-	-	-	-	-
I-64/I-264 Interchange	-	-	-	-	-
US Route 460/58/13	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
Total	\$ 1,087,241	\$ -	\$ 168,860.0	\$ 168,860	\$ 1,256,101

** HRTF was created on 7/1/2013.

Source: VDOT report "All Project Costs"

Prepared by: Hampton Roads Transportation Planning Organization, September 17, 2014

September 22, 2014

Memorandum 2014-02**TO: Alan P. Krasnoff, Chairman****BY: Camelia Ravanbakht, HRTPO Interim Executive Director****RE: Status Report on Expanding HRTPO MPA to include Franklin and Southampton**

After a careful review of applicable Federal regulations, it appears that adding the City of Franklin and Southampton County to the membership of the Hampton Roads Transportation Planning Organization (HRTPO) would simply require an agreement between the HRTPO and the Governor to extend the boundaries of the Hampton Roads metropolitan planning area (MPA) to include the City of Franklin and Southampton County. (23 CFR 450.312(a))

Key Steps:

- Resolutions from Franklin and Southampton County requesting to join the HRTPO
- HRTPO resolution supporting expansion of the MPA to include Franklin and Southampton County
- Governor's approval of the expanded MPA

According to the Federal regulations, adding the City of Franklin and Southampton County to the HRTPO would not necessarily require a redesignation of the HRTPO (23 CFR 450.310(k)(2)).



September 22, 2014

Memorandum 2014-03

TO: Alan P. Krasnoff, Chairman

BY: Camelia Ravanbakht, HRTPO Interim Executive Director

RE: HRTPO Staff Research: Marshall v. Northern Virginia Transportation Authority

The **University of Richmond Law Review**, on November 12, 2008, provided a detailed review of the ruling by the Supreme Court of Virginia on the case of *Marshall v. Northern Virginia Transportation Authority*. The full review may be accessed at: <http://lawreview.richmond.edu/marshall-v-northern-virginia-transportation-authority/>.

Summary of Supreme Court Ruling and Impact on the HRTAC

According to the Law Review, the basic ruling of the Supreme Court of Virginia in *Marshall* was that taxes can only be imposed by elected bodies. Since the Northern Virginia Transportation Authority (NVTA) was not an elected body, the Court's ruling "invalidated the provisions of the omnibus transportation legislation enacted by the General Assembly in 2007 that empowered the NVTA to impose seven taxes and fees to fund transportation projects and programs in that region of the commonwealth." The Law Review also states "the court did not invalidate the establishment of NVTA, as some have assumed. Nor did it directly invalidate the delegation of taxing power to the HRTA [Hampton Roads Transportation Authority], although an order invalidating HRTA's taxing authority would appear to be a mere formality given the holding in *Marshall*."

Because the taxes and fees imposed as a result of codification of HB2313 were imposed by the General Assembly, they are not impacted by the Court's ruling in *Marshall*. Since the Hampton Roads Transportation Planning Organization (HRTPO) was authorized in the Code of Virginia to allocate HRTF moneys at the time the HRTPO allocated \$44 million to Segment 1 of the I-64 Peninsula widening project, that action is not impacted by the Court's ruling in *Marshall*. In addition, since the HRTAC is not authorized to impose taxes, it is not at odds with the Court's ruling.

The Law Review also noted that "while it is possible that a challenge to the validity of an unelected body's imposition of true user charges, such as rent, tolls, or fares, may be challenged in the future under the unlawful delegation of legislative power theory, it is highly unlikely that the court would consider the fixing and collecting of legitimate user charges as a legislative function. The Virginia decisions distinguishing tolls from taxes supply an adequate standard for deciding when a delegation of power to raise revenues constitutes a grant of taxing power."