

**COMMONWEALTH OF VIRGINIA**  
**DEPARTMENT OF THE TREASURY**

**REQUEST FOR PROPOSALS**  
**UCP 09-002**

for

**CUSTODY AND ACCOUNTING**  
**SERVICES FOR SECURITIES**  
**FOR THE DIVISION OF UNCLAIMED PROPERTY**

**J. BRAXTON POWELL**  
**STATE TREASURER**

**August 18, 2008**

**REQUEST FOR PROPOSALS**  
**RFP # UCP 09-002**

**Issue Date:** August 18, 2008

**Title:** Custody and Accounting Services for Securities

**Issuing Agency:** Attn: Kelley Denton, Purchasing Officer  
Commonwealth of Virginia  
Department of the Treasury  
P.O. Box 1879  
Richmond, Virginia 23218-1879

**Using Agency And/Or Location Where Work Will Be Performed:** Department of the Treasury  
Division of Unclaimed Property  
Richmond, Virginia

Initial Period Of Contract: From January 1, 2009 Through December 31, 2010 with the option to renew for three additional one year (1) periods at the option of the Commonwealth and in accordance with the terms noted in the contract.

Sealed proposals will be received until Wednesday, 1:00 (EST) PM, October 1, 2008 for furnishing **Custody and Accounting Services for Securities** described herein for the Division of Unclaimed Property.

All inquiries for information should be directed to: **Kelley Denton, Purchasing Officer, by phone (804) 786-4741, by fax (804) 225-3187 or e-mail [kelley.denton@trs.virginia.gov](mailto:kelley.denton@trs.virginia.gov). E-mail inquiries are preferred.**

If proposals are mailed, mail directly to issuing agency shown above, adding one line to the top of the address as follows: Proposal for Custody and Accounting Services for Securities, RFP #UCP09-002. If proposals are hand delivered, deliver to: Proposal for Custody and Accounting Services for Securities, RFP #UCP09-002, Commonwealth of Virginia Department of the Treasury, James Monroe Building - 3rd Floor, 101 North 14th Street, Richmond, Virginia 23219, Attn: Kelley Denton, Purchasing Officer.

In compliance with this request for proposals, and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiations.

Offeror's Name:	By (Signature in Ink):
Complete Address:	Name (please print) and Title:
	Date:
City/State/Zip:	Federal Identification Number:
Telephone Number:	Facsimile Number:

**OPTIONAL PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held on Monday, September 15, at 11:00 am at the Department of the Treasury. (Reference: Section VII herein).**

**NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age disability, or any other basis prohibited by state law relating to discrimination in employment.**

TABLE OF CONTENTS

SECTION I: PURPOSE ..... 1

SECTION II: BACKGROUND ..... 2

SECTION III: STATEMENT OF NEEDS .....5

SECTION IV: PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS ..... 7

    A. GENERAL REQUIREMENTS ..... 7

        1. RFP RESPONSE..... 7

            a. Number of Copies. .... 7

        2. PROPOSAL PREPARATION ..... 7

            a. Submission of Materials..... 7

            b. Clarity of Proposal. .... 7

            c. Organization of Proposal ..... 7

            d. Single Volume. .... 7

            e. Ownership of Material ..... 7

        3. ORAL PRESENTATION ..... 8

    B. SPECIFIC REQUIREMENTS ..... 8

SECTION V: EVALUATION AND AWARD CRITERIA ..... 11

    A. EVALUATION CRITERIA ..... 11

    B. AWARD OF CONTRACT ..... 11

SECTION VI: REPORTING AND DELIVERY REQUIREMENTS..... 12

SECTION VII: OPTIONAL PRE-PROPOSAL CONFERENCE ..... 13

SECTION VIII: GENERAL TERMS AND CONDITIONS ..... 14

    A. VENDOR'S MANUAL..... 14

    B. APPLICABLE LAWS AND COURTS ..... 14

    C. ANTI-DISCRIMINATION ..... 14

    D. ETHICS IN PUBLIC CONTRACTING ..... 15

    E. IMMIGRATION REFORM AND CONTROL ACT OF 1986..... 15

    F. DEBARMENT STATUS..... 15

    G. ANTITRUST..... 15

    H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS ..... 15

    I. CLARIFICATION OF TERMS ..... 15

    J. PAYMENT..... 15

        1. To Prime Contractor ..... 15

2. To Subcontractors.....	16
K. PRECEDENCE OF TERMS.....	16
L. QUALIFICATIONS OF OFFERORS.....	17
M. TESTING AND INSPECTION.....	17
N. ASSIGNMENT OF CONTRACT.....	17
O. CHANGES TO THE CONTRACT .....	17
P. DEFAULT .....	18
Q. TAXES.....	18
R. INSURANCE.....	18
S. ANNOUNCEMENT OF AWARD.....	19
T. NONDISCRIMINATION OF CONTRACTORS .....	19
U. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION .....	19
 SECTION IX: SPECIAL TERMS AND CONDITIONS.....	 21
 SECTION X: METHOD OF PAYMENT.....	 25
 SECTION XI: PRICING SCHEDULE .....	 26
 SECTION XII: ATTACHMENTS.....	 27
ATTACHMENT A.	
FORM OF COMMONWEALTH OF VIRGINIA CONTRACT .....	28
ATTACHMENT B.	
OFFEROR'S REPORT ON SMALL, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES .....	30
A .PARTICIPATION BY SMALL BUSINESSES .....	30
B. PARTICIPATION BY BUSINESSES OWNED BY WOMEN .....	30
C. PARTICIPATION BY BUSINESSES OWNED BY MINORITIES.....	30
ATTACHMENT C	
DATA SHEET .....	33
ATTACHMENT D	
CONFIDENTIALITY AGREEMENT.....	34
ATTACHMENT E	
EVALUATION STATEMENT.....	35

ATTACHMENT F

F-1 ORDER OF SALE.....	38
F-2 CASH RECEIPTS .....	39
F-3 SECURITY RECEIPTS .....	40
F-4 CLAIMS PAID .....	41
F-5 SECURITIES SOLD .....	42
F-6 CORPORATE ACTIVITY .....	43
F-7 CASH DISBURSEMENTS .....	44

I. PURPOSE

The purpose of this Request for Proposals (RFP) issued by the Department of Treasury (Treasury) is to solicit sealed proposals from qualified Offerors to establish a contract through competitive negotiation for services of Custody and Accounting Services for Securities by the Department of the Treasury, Division of Unclaimed Property.

## SECTION II: BACKGROUND

### A. UNCLAIMED PROPERTY ACT

The Virginia Department of the Treasury (Treasury) administers its Unclaimed Property program pursuant to the provisions of The Uniform Disposition of Unclaimed Property Act, §55-210.1 through §55-210.30 of the *Code of Virginia* (the *Code*). Businesses that are holding intangible and tangible personal property and are unable to locate the rightful owners of that property are required within statutorily defined periods to report and deliver such property to the State Treasurer, the administrator of the Unclaimed Property Act. The Act is a consumer protection law and is custodial in nature. The State protects the interest of the owners while making a diligent effort to locate owners and return their property.

Treasury's Division of Unclaimed Property focuses on collecting, safekeeping, and returning unclaimed property to citizens. Property held under the Uniform Disposition of Unclaimed Property Act for owners who have not yet been located, although held in perpetuity, is deposited into the Literary Fund, a constitutional fund dedicated for K-12 educational purposes.

Section 55-210.6:1 of the *Code of Virginia* defines the conditions and dormancy periods for securities and income generated there from which are presumed abandoned under the Act. §55-210.12 defines the reporting responsibility of the holder. §55-210.12(D) and §55-210.18.1 require that the holder deliver unclaimed securities in the name of the Treasurer of Virginia or the Treasurer's designated nominee. §55-210.18(d-d2) defines the conditions for the sale of such securities.

§55-210.24:2 of the *Code* requires Treasury to protect the confidentiality of all information and records furnished to the Division of Unclaimed Property.

### B. NATURE OF PROPOSED SERVICES

Due to the resource requirements for handling the complex variety and the expanding volume of securities remitted, and the need for safekeeping and broker services, the Division of Unclaimed Property is seeking a proven securities handling system which incorporates custody of securities, dividend and interest collections, tracking, and accounting for all activity for all issues held. An electronic file of accounting information (in EXCEL format and separated by totals for each type of security (Stock, DRP, Book-entry, mutual fund) is needed by an issue, transmitted monthly. This same information must also be provided with real time, on-line accessibility.

In addition, the custodian will be responsible for maintaining all issues in a single account, and paying all owner claims, with accumulated earnings, in both cash and shares. For all owner accounts paid, the custodian must issue required 1099 forms in compliance with federal requirements.

At June 30, 2008, there were approximately 2300 issues of securities (approximately 4,334,000 shares of stock). At this time, the portfolio value exceeded \$80 million (A Valuation Statement is located in Attachment E). Newly reported shares are due to be reported as of November 1, 2008 and owner claims are paid routinely, so the size of the Commonwealth's holdings can vary on a daily basis. The Commonwealth reserves the right to liquidate any portion of the stock portfolio prior to the effective date of this contract at its sole discretion.

**Commonwealth of Virginia**  
**RFP UCP 09-002 for Custody and Accounting Services for Securities**  
**Issue Date: August 18, 2008**

---

In addition, the custodian will provide images of all statements received for property held on behalf of Treasury, certificates received by the Custodian on our behalf and images of certificates issued to owners. These shall be delivered to the FTP site on a weekly basis.

Treasury has a responsibility to protect the privacy of the owners of unclaimed or abandoned property. Therefore, the Contractor should be aware of §18.2-152.5 of the *Code* that prohibits any person from using a computer to invade the privacy of another regarding employment, salary, credit, or any other financial or personal information. Treasury will review the Contractor's plan for safeguarding Treasury's information with regard to privacy, since examination or use in processing of all or part does not give the Contractor authority to collect, store, share or disseminate the information in any form, including the Contractor's own database(s) or other databases.

**C. TECHNICAL ENVIRONMENT**

Treasury's Division of Unclaimed Property uses UPS, a custom developed software application to support the processing of unclaimed property. UPS was developed using Delphi and the database is Microsoft SQL2000. This database is the repository of all records regarding property reported as abandoned, and also includes all inquiries and claims associated with reported property. Additionally, the database contains tables with a record of all activity occurring for each security issue (by CUSIP), i.e. mergers, acquisitions, name changes, dividends, etc. This table is updated daily and provides the basis for an automated calculation of the valuation of the holdings of each owner. Other tables in the database store information about the claim processing actions and have data fields to record the occurrence of events, such as: generating correspondence to the claimant, requesting a transfer of stock into an owner's name; confirmation of mailing of the new stock certificate, etc. The Division is automating as many transactions and tasks as is feasible, to reduce costs and increase accuracy. The following functions have been performed manually, but are appropriate opportunities to enhance automating the handling of security property and Treasury will work with the custodian to implement electronic transfers of:

1. Order of Sale – this list can be generated from UPS in a format that the custodian determines. Our requirement is that an index key generated by UPS be maintained by the custodian for each data record. Upon completion of the sale, the custodian will return the original data file with the addition of data fields containing the sale price for each issue, the number of shares sold, and the actual date of record for that sale.
2. Transfer Requests – this list can be generated from UPS in a format that the custodian determines. Again we require that an index key remain with each record. Upon each action taken by the custodian, such as: relaying the transfer request to the transfer agent, receiving acknowledgement of the transfer request from the transfer agent, issuance of the certificate, etc. the custodian returns the data file with the additional data fields completed. This data will be imported into UPS to update each claim with the current status. Additionally, an image of each stock certificate or confirmation of transfer is required.
3. Receipt of Stock Property – when certificates or electronic transfers are submitted directly to the custodian, we require an electronic data file to update UPS for the receipt of shares. Additionally, an image of each stock certificate or confirmation of receipt is required.
4. Non-Certificated Security Items – The Division anticipates that the custodian will be able to process non-certificate property such as Mutual Funds, Book Entry Shares, and Dividend Reinvestment Plan shares similarly to certificated shares.

**Commonwealth of Virginia**  
**RFP UCP 09-002 for Custody and Accounting Services for Securities**  
**Issue Date: August 18, 2008**

---

With the ability to calculate the value of each owner's holdings in-house, the Division will not require the custodian to prepare an activity history for all claims paid, and will provide the custodian with instructions to transfer a specified number of shares to the owner. The Division will be assuming responsibility for issuing checks to pay cash-in-lieu or cash dividends due, and for issuing 1099s for the claims calculated by the Division.

To facilitate the electronic transfer of data, use of an ftp (File Transfer Protocol) site is desirable and can be provided by either the custodian or Treasury.

**D. SMALL BUSINESS PARTICIPATION**

It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

SECTION III: STATEMENT OF NEEDS

- A. The Contractor shall furnish all supervision, labor, materials and other resources necessary to provide the Department of the Treasury, Division of Unclaimed Property, with custody and accounting services for a variety of types of securities.
- B. The Contractor shall be responsible for the following items that describe the absolute minimum requirements:
1. The Contractor must have an automated system capable of accounting for a wide variety of securities which includes but is not limited to common and preferred stocks, dividend reinvestment plans, book-entry stock; stock warrants and options, corporate, government and municipal bonds; and mutual funds.
  2. The Contractor must provide the Division of Unclaimed Property with an automated EXCEL file concerning securities received, securities transferred to owners, beginning and updated account balance (by CUSIP), all corporate activity (including, but not limited to: name changes, reorganizations, acquisitions, mergers, stock splits, dividends, redemptions, CUSIP number changes, exchanges, etc.), on a monthly basis. The medium of transfer is via an FTP site on the Internet; diskettes can be utilized for backup transmission purposes (see Attachment F for file specifications).
  3. The Contractor must provide a separate accounting; issue separate reports; and for claims payments, 1) calculate the current value of a specific holding based on the original shares, including all corporate actions, 2) transfer certificates into the owner's name, and forward to the owner, and 3) issue checks as required for cash dividends, stock sales, cash for fractional shares, etc.
  4. The Contractor must have the capability of handling a large number of small denominations of various securities.
  5. The Contractor must provide knowledgeable staff available during normal working hours (8:30 AM to 5:00 PM, five days a week) that are able to respond within 24 hours to inquiries from the Division, with no particular frequency, concerning account information.
  6. The Contractor must be able to provide on-line access to account information, corporate activity, reorganization information, sales of securities, transfers of securities, disbursements to owners, and other information inquiries. The Contractor will provide:
    - a. historical and current information on-line
    - b. client access to the on-line systems during normal working hours
    - c. the capability to download transaction data and asset holdings relative to each account to Excel and Word (compatible with Microsoft Office 2000 and/or more recent versions)
    - d. the capability to retrieve and/or print on-line information
    - e. the capability to transfer claim request on-line or by electronic file transfer
    - f. electronic acknowledgement of transfer request received by Custodian
    - g. electronic notification of transfer request sent to transfer agent for processing of certificate
    - h. electronic notification of issuance of certificate to owner (to include image of certificate and copy of dividend calculation if applicable)

**Commonwealth of Virginia**  
**RFP UCP 09-002 for Custody and Accounting Services for Securities**  
**Issue Date: August 18, 2008**

---

7. The Contractor must be able to transfer securities from the name of Treasurer of Virginia into the designated nominee name, transfer from the designated nominee to the owner name and make delivery to the owner within 21 days, upon request by the Division of Unclaimed Property. If the transfer to owner name request exceeds 21 days from the date initiated by Treasury, the transfer shall be without a fee to the Commonwealth or the owner.
8. The Contractor must be able to collect all dividends and interest income to CUSIP accounts upon receipt. The Contractor must also be able to collect and allocate all stock splits, stock dividends, and other corporate restructurings to appropriate CUSIP accounts.
9. The Contractor must have the capability of researching unpublished and unknown items received by the Division.
10. The Contractor must monitor and collect proceeds for bonds upon maturity and calls.
11. The Contractor must have the ability to execute sales of securities within 3 business days including liquidating mutual fund accounts upon instructions from the Treasurer. Immediately upon receipt, the funds will be deposited into the Commonwealths Investment Account.
12. The Contractor must be able to accept automated orders of sale (see Attachment F-1 for format) and provide a turn-around file with the report of sale proceeds and accumulated income (if requested) within 5 days of the sale.
13. The Contractor will be responsible for the daily investment of income from sales and collection of dividends, interest, cash in lieu, etc. in an U.S. Government/Agency short-term money market fund. The Division will require the transfer of balances from this money market fund quarterly or more frequently if appropriate or necessary, leaving only an amount estimated to be sufficient to cover fee payments and a reserve for the payment of claims. Under no circumstances shall credit balances be maintained outside the money market fund.
14. The Contractor must provide a monthly valuation statement of the entire portfolio, by issue (hard copy and electronically) segregated by stock, dividend reinvestment plans, book-entry and mutual fund. (See Attachment E).
15. The Contractor must issue an IRS Form 1099 or other applicable federal reporting forms pursuant to IRS regulations for all accounts paid during the calendar year and provide a copy to the Division of Unclaimed Property.
16. The Contractor must provide on-line access to all pertinent data on all corporate restructurings, mergers, spin-offs, tenders, etc.
17. Upon completion of the contract, the Contractor must, at no charge: transfer all securities to the successor contractor; provide the successor contractor with all information related to the services; and respond to any questions from the Treasury or successor contractor related to the Contractor's prior administration of the program.
18. The Contractor must be able to compute earnings history for a particular issue for a specified period of time for a specified number of shares.

SECTION IV: PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL REQUIREMENTS

1. RFP RESPONSE:

- a. Number of Copies. In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original, so marked, and five (5) copies, so marked, of each proposal must be submitted to Treasury. No other distribution of the proposal shall be made by the Offeror.

2. PROPOSAL PREPARATION:

- a. Submission of Materials. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Treasury requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Treasury. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Clarity of Proposal. Proposals 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.
- c. Organization of Proposal. 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 in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, 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 subletter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross references the RFP requirements. Information, which the Offeror desires to present, that does not fall within any 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 find where the RFP requirements are specifically addressed.
- d. Single Volume. 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 that single volume.
- e. Ownership of Materials. Ownership of all data, materials and documentation originated and prepared for Treasury pursuant to the RFP shall belong exclusively to Treasury and 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, the Offeror must invoke the protections of §2.2-4342F of the *Code of Virginia*, in writing, either before

or at the time the data is submitted. The written notice must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

3. ORAL PRESENTATION:

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Treasury. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. The oral presentation is a fact finding and explanation session only and does not include negotiation. Treasury will schedule the time and location of these presentations. Oral presentations are an option of Treasury and may or may not be conducted.

B. SPECIFIC REQUIREMENTS

Proposals should be as thorough and detailed as possible so that Treasury may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following items, separated by tabs within the proposal, as a complete proposal:

**TAB 1:** The **complete** RFP (Original Only), the RFP cover sheet and addenda, if any, filled out as required and signed.

**TAB 2:** General Qualifications:

1. Discuss the extent of your organization's commitment to providing information services including: your organization's primary business purpose, types of clients, services provided, number of employees, location of offices and data processing capabilities.
2. Submit three (3) references including telephone, FAX numbers, and email addresses and persons whom we may contact. References submitted should be applicable to the specific services requested in this RFP. If you provide this service or a similar service to a state or municipal government, please use that entity or entities as a reference. (See Attachment C, Data Sheet)
3. Provide a list of contact personnel including senior level management who will be responsible for the relationship between your organization and Treasury and identify the roles and responsibilities of each. Provide resumes for these individuals including the relationship officer, daily contacts for Treasury, and other personnel who can be contacted for implementation, support, and problem resolution. Include an organization chart.
4. Submit a copy of your most recent audited annual financial report/statements and most recent quarterly financial report/statements.

**TAB 3:** Plans for Providing Services:

1. Address your organization's ability to provide the services noted in SECTION III, STATEMENT OF NEEDS. Restate each requirement and provide a full and complete response as to whether or not your organization can provide the service, how the service will be provided, or the extent to which you can provide the service, any alternatives you would recommend in addition to the stated objective, and reference any reports that would be provided. Examples of reports or other information should be referenced in a separate appendix to your proposal. Your proposal should include each of the following:

For each requirement note, whether or not you can provide the service. If you cannot provide all services, note how much of the services can be provided and how much would have to be customized in order to meet the full objective. If you cannot provide the service, please note this and note any alternatives we might consider in lieu of the service. For each requirement, it is highly important for us to know the capabilities of your organization and the amount of customization that would be needed if you cannot meet Treasury objectives. Responses that do not address capabilities for delivering all requirements will be considered to be non-responsive to this RFP.

2. The Contractor shall meet the REPORTING AND DELIVERY REQUIREMENTS as outlined in SECTION VI. Restate each requirement and provide a full and complete response as to whether or not you can meet the specific deliverable requirement. Provide sample reports. Provide diskette with samples of required reports.
3. Describe your approach to the implementation and conversion process. Include an estimated conversion calendar, including action required for each task. Indicate the number of employee hours and any equipment the Commonwealth will be required to provide under your proposed conversion. Specify any transition costs that the Commonwealth may be charged. Specify and provide a copy of any documents or agreements that will be required under your proposal. Assume a Contract effective date of January 1, 2009.
4. Describe your systems back-up, recovery capabilities and your disaster contingency plans. Include your provisions for hardware, software, and communications back up.
5. Provide detail procedures for executing stock and bond sales, and liquidating mutual funds. Provide test records for these transactions on the sample file (See Requirement 2 above).
6. Describe the quality controls your organization has in place to ensure high-quality service to clients.
7. Provide a description of remote site hardware and software required of the client for on-line access for information inquiries.
8. Provide a description of your custom reporting flexibility and limitations when obtaining information on-line or by request.

**Commonwealth of Virginia**  
**RFP UCP 09-002 for Custody and Accounting Services for Securities**  
**Issue Date: August 18, 2008**

---

9. Describe your ability/plans to ensure that your customers will be able to implement newer operating systems and connectivity software without negatively impacting their access to your systems or exchange of data.
10. The Custodian shall provide suggested methods/procedures to transfer claims disbursement requests in an electronic format which can be sent directly to the transfer agent to minimize the claim processing timeframe.

**TAB 4: Proposed Price:**

This portion of the proposal is also described in SECTION XI: PRICING SCHEDULE. This section contains a format for you to submit a bid. Creative bidding structures may be submitted, but you should recognize that each pricing proposal will be evaluated similarly using expected service levels and based on the volumes provided.

**Please note that any charges not listed in your proposal will not be allowed during the Contract period unless additional services are requested. Any additional services must be approved, in advance, by Treasury.**

**TAB 5: Creative Solutions and Alternative Suggestions:**

All offerors are encouraged to be as creative as possible in responding to this RFP. Based on your review of the background information, specific needs and requirements, and pertinent sections of the *Code of Virginia* discuss any creative approaches to this service which have not been specifically requested or which would enhance efficiency or reduce costs. In addition, address any problems you foresee and recommend solutions.

**TAB 6: Small Business Subcontracting Plan:**

ATTACHMENT B contains the format for providing this information.

SECTION V: EVALUATION AND AWARD CRITERIA

All proposals received will be reviewed and evaluated by a Selection Committee. The Committee will recommend proposals, which most closely meet the requirements of the RFP. The following will be used in making the selection:

- A. EVALUATION CRITERIA: Proposals will be evaluated by Treasury using the following criteria:
1. Offeror's Qualifications: This criterion includes the ability of the Offeror to meet the requirements of the RFP and the quality controls in place to ensure a high-quality service, and any special processes which the Offeror believes may increase its ability to perform the contract. (Weighted at 20%)
  2. Soundness of Approach: Emphasis here is on the techniques for providing the services requested, and on the Offeror's capability to deliver the desired services on schedule. (Weighted at 25%)
  3. Pricing: Charges should be broken down as outlined in the SECTION XI: PRICING SCHEDULE. While this area will be weighted heavily, it will not be the sole deciding factor in the selection process. (Weighted at 25%)
  4. Creativity: Emphasis here is on the creative techniques and solutions for providing the services requested. (Weighted at 10%)
  5. Small Business, Women-Owned Business, and Minority-Owned Business Participation: (See Attachment B). (Weighted at 20%)
- B. AWARD OF CONTRACT: Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request For Proposals, including price, if so stated in the Request For Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, Treasury shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth may cancel this Request For Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359D, *Code of Virginia*). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the contractor's proposal as negotiated.

SECTION VI: REPORTING AND DELIVERY REQUIREMENTS

- A. The contractor shall provide the following documentation and an example of how the contractor would address each of the following documentation requirements to the Department of the Treasury's Division of Unclaimed Property.
1. Provide a monthly comprehensive Activity Report in hard copy and in EXCEL, detailing all transactions for every issue, summary detail of ending balances of shares by issue, summary by transaction type, and beginning and ending balances by CUSIP number as of the last day of the month by the 10th day of the next month.
  2. Provide a monthly Valuation Statement detailing the total worth of the entire portfolio separated by type (stock, dividend reinvestment plan, book-entry and mutual fund) as of the last day of the month by the 10th day of the next month (See attachment E).
  3. Provide in an EXCEL file (see Attachment F for format) for securities that includes:
    - a. daily accounting of cash received by the custodian (i.e. dividends, interest payments, etc. – See attachment F-2)
    - b. daily accounting securities received by the custodian (See attachment F-3)
    - c. claims paid (See attachment F-4)
    - d. securities sold, and amount of proceeds (See attachment F-5)
    - e. all corporate activity (name changes, mergers, acquisitions, dividends, etc.–See attachment F-6)
    - f. Daily account of all cash disbursements (See attachment F-7).
  4. Provide on-line access to all pertinent information (i.e. account balances, reorganizations, stock activity information, etc.) for all securities.
  5. Provide cumulative fiscal year end reports at June 30<sup>th</sup> each year, for items listed in #3., above in addition to the regular monthly report. This cumulative report will be required by July 10<sup>th</sup> each year.
  6. Process and deliver an IRS Form 1099 (or other federally required reports) pursuant to IRS regulations to owners paid during the calendar year and provide copies of those forms to the Department of the Treasury, Division of Unclaimed Property.
  7. Accept automated orders of sale (see Attachment F-1 for format) and provide a turn-around file with the report of sale proceeds and accumulated income (if requested).
  8. Compute and provide an earnings history for specific issues in EXCEL file, as requested.
  9. Provide ability to request transfer of claims via an electronic file that:
    - a. Custodian can acknowledge receipt of,
    - b. can be forwarded to transfer agent with minimum amount of re-keying,
    - c. will provide electronic notification of transfer request sent to transfer agent, and
    - d. will provide electronic notification of issuance of certificates to owners (to include image of certificate).
  10. SAS 70 to be provided as of June 30th of each year within 60 days of year end (unless notification sent to the Division for alternate arrangement).

SECTION VII: OPTIONAL PRE-PROPOSAL CONFERENCE

OPTIONAL PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held at 11:00 am (EST) on Monday, September 15th at the Department of the Treasury; James Monroe Building; 101 N. 14th. Street; Richmond, VA 23219; 3rd Floor Treasury Board Room. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

SECTION VIII: GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. 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 Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. 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*, § 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**Commonwealth of Virginia**  
**RFP UCP 09-002 for Custody and Accounting Services for Securities**  
**Issue Date: August 18, 2008**

---

- 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 entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in 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 Commonwealth of Virginia 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 Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth 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 (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
    - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

**Commonwealth of Virginia**  
**RFP UCP 09-002 for Custody and Accounting Services for Securities**  
**Issue Date: August 18, 2008**

---

- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
  - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).
2. To Subcontractors:
    - a. A contractor awarded a contract under this solicitation is hereby obligated:
      - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
      - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
    - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
  3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
  4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*,

**Commonwealth of Virginia**  
**RFP UCP 09-002 for Custody and Accounting Services for Securities**  
**Issue Date: August 18, 2008**

---

MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT 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 apply.

- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth 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 Commonwealth 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 written consent of the Commonwealth.
- 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 Purchasing Agency 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 the result of such order and shall give the Purchasing Agency a credit for any 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 Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract

**Commonwealth of Virginia**  
**RFP UCP 09-002 for Custody and Accounting Services for Securities**  
**Issue Date: August 18, 2008**

---

price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency 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 Commonwealth, 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 which the Commonwealth may have.
- Q. **TAXES:** Omitted
- R. **USE OF BRAND NAMES:** Omitted
- S. **TRANSPORTATION AND PACKAGING:** Omitted
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

**(Note to Agency/Institution:** When the requirement is for parking facilities and garages for motor vehicle maintenance contracts, the forgoing sentence should be changed to read: These coverage should include Garage Owner's Liability. Contracts with movers or truck transporters should also require motor carrier's liability. When in the judgment of a procurement officer, these limits and coverage are not warranted for the goods and services being procured, the Division of Risk Management should be contacted.

4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

Commonwealth of Virginia  
RFP UCP 09-002 for Custody and Accounting Services for Securities  
Issue Date: August 18, 2008

---

**Professional Liability/Errors and Omissions coverages are required as follows:**

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in 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.

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body 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.
- X. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
  - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the

**Commonwealth of Virginia**  
**RFP UCP 09-002 for Custody and Accounting Services for Securities**  
**Issue Date: August 18, 2008**

---

eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

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

SECTION IX: SPECIAL TERMS AND CONDITIONS

- A. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. **CANCELLATION OF CONTRACT:** The Department of the Treasury reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. **INSURANCE, MONEY AND SECURITIES:** Contractor shall maintain a Broad Form Money and Securities Insurance Policy obtained from an insurance company licensed to conduct crime insurance business in the home state of the Contractor and which has earned an A.M. Best Company, Inc. rating of A or better, as reflected in their most current publication, covering all money and property entrusted to the Contractor by the Commonwealth of Virginia for Loss Inside the Premises Coverage and for Loss Outside the Premises Coverage, with limits of coverage to be determined by the Contractor and Department of the Treasury. Certificate of such protection must be presented to the purchasing agency prior to the start of the service showing name of insurance company, limits, and types of coverage, term of coverage, additional insured provision and name until the completion of the contract and all money and property of the Commonwealth is remitted to the Commonwealth.
- D. **DRUG FREE WORKPLACE:** The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on state property are prohibited:
1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
  2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use for legitimate medical purposes).
- The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.
- E. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- F. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications, and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and

**Commonwealth of Virginia**  
**RFP UCP 09-002 for Custody and Accounting Services for Securities**  
**Issue Date: August 18, 2008**

---

responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

- G. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for three successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of the renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract prices(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "other services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  2. If during any subsequent renewals periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- H. **AWARD:** Selection shall be made of one or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror, which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous ( *Code of Virginia §2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the contractor's proposal as negotiated.
- I. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_

Name of Offeror	Due Date	Time
_____		
Street or Box Number	RFP No.	
_____		
City, State, Zip Code	RFP Title	

Name of Contract/Purchase Officer or Buyer \_\_\_\_\_

The envelope should be addressed as directed on Page 1 of the 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 bid or 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.

**J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

A. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a yearly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

**K. eVA Business-To-Government Contracts and Orders:** The solicitation/contract will result in multiple purchase orders with the eVA transaction fee specified below assessed for each order.

**Commonwealth of Virginia**  
**RFP UCP 09-002 for Custody and Accounting Services for Securities**  
**Issue Date: August 18, 2008**

---

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://www.eva.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

**Commonwealth of Virginia**  
**RFP UCP 09-002 for Custody and Accounting Services for Securities**  
**Issue Date: August 18, 2008**

---

SECTION X: METHOD OF PAYMENT

Fee notices for services delivered as negotiated under the Contract will be provided on a monthly basis to verify the accuracy of claims paid and receipt of securities. In addition, fees will be billed to the Division of Unclaimed Property on a quarterly basis with the invoice being received by the 10th day of the month following the quarter ended March 31st, June 30th, September 30th, and December 31st. Payment will be approved after the invoice has been verified for accuracy and completeness. The preferred method of payment of the fees will be made by EDI or an alternative method as agreed upon by both parties. Invoices shall be submitted to the following address:

Department of the Treasury  
Division of Unclaimed Property  
PO Box 2478  
Richmond, Virginia 23218-2478  
Attn: John Ellis

**Commonwealth of Virginia**  
**RFP UCP 09-002 for Custody and Accounting Services for Securities**  
**Issue Date: August 18, 2008**

---

SECTION XI: PRICING SCHEDULE

The pricing schedule must be completed by the Offeror for the Custody and Accounting Services for Securities for unclaimed securities. The completed pricing schedule should be contained within Section IV, Tab 4; of the Offeror's proposal. Refer to SECTION IV: PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS, Special Requirements.

Please note the volume statistics outlined below are estimated annual volumes and may not correspond to actual volumes. Projected future volumes in this service may fluctuate greatly as owners are found, as unclaimed properties are reported and delivered, and as properties are sold after the appropriate holding period. **However, to ensure that bids are comparable, you are expected to base your bids on the information provided below and not on assumptions of what volumes will be.**

Volumes provided are annual volumes and your fees should be based on an annual basis. This means that if a particular fee is based on a monthly charge, you should multiply this fee by 12 to convert it to an annual fee. If there is no charge for a particular line item, please note with a "N/C" in the extension column. If there are other fees, please note in the "Other" line items, define clearly, estimate volume, and extend. **This is a requirement. Any charge for services not addressed in the Price Proposal will not be allowed in the course of the Contract.**

Please complete a price proposal in the format provided for each of the services listed below:

**Price Proposal Format for Custody and Accounting Services for Securities:**

<b>1. Ongoing Costs</b>	<u>ANNUAL VOLUME</u>	<u>RATE</u>	<u>TOTAL</u>
Administrative Fee: Per Issue	<u>2300</u>	_____	
Administration Fee: Per Claim Paid* (with earnings calculation)	<u>300</u>	_____	
Administration Fee: Per Claim Paid* (without earnings calculation)	<u>500</u>	_____	
Investment Fee: Basis _____	<u>\$60 mil</u>	_____	
Per Share Cost of Shares Sold***:	<u>45,000</u>	_____	
Per Bond Cost of Bonds Sold:	<u>50</u>	_____	
Mutual Fund Claim Calculation**	<u>100</u>	_____	
Other _____	_____	_____	
Other _____	_____	_____	

\* Administrative fee waived if claim is transferred into the owners name more than 30 days after transfer request from Treasury.

\*\* Fee for calculation of mutual fund claim when statements of earnings are provided by the Division to the Custodian.

\*\*\* Flat Commission Fee (single price per share; please note if a different price applies to liquidating mutual fund shares).

2. Set Up Fee:

SECTION XII: ATTACHMENTS

- A. FORM OF COMMONWEALTH OF VIRGINIA CONTRACT
- B. PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS BY SMALL, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES
- C. DATA SHEET
- D. CONFIDENTIALITY
- E. EVALUATION STATEMENT
- F. EXCEL FILES

Department of the Treasury  
RFP #UCP96-004  
August 10, 1995

ATTACHMENT A  
FORM OF COMMONWEALTH OF VIRGINIA CONTRACT

Appendix A represents the proposed Contract, which the Commonwealth would expect the Contractor to sign. Please note any suggestions or additions you would like considered.

COMMONWEALTH OF VIRGINIA  
Department of the Treasury  
**CUSTODY AND ACCOUNTING SERVICES FOR SECURITIES**  
Contract Number UCP09-002

This Contract is entered into this \_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_, hereinafter called the "Contractor", and the Commonwealth of Virginia Department of the Treasury, hereinafter called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Commonwealth as set forth in the Contract Documents.

PERIOD OF CONTRACT: From **XXx 1, 2009** through **XXx 31, 2010, with three successive one-year options to renew in accordance with the terms noted in the Contract.**

CONTRACT DOCUMENTS: The Contract Documents shall consist of:

- (1) this signed Contract;
- (2) The following portions of the Request for Proposals dated **XXX 1, 2008**:
  - (a) The Statement of Needs
  - (b) The General Terms and Conditions
  - (c) The Special Terms and Conditions, together with any negotiated modifications of those Special Conditions
- (3) The Contractor's proposal dated [**XXXX ##, 2008**] and all written modifications to the Proposal, all of which documents are incorporated herein.

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia's *Vendor's Manual*.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby, and certify they are authorized to sign this Contract for the Contractor or the Commonwealth.

**CONTRACTOR**

**PURCHASING AGENCY**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

ATTACHMENT B  
Small Business Subcontracting Plan

**Definitions**

**Small Business:** "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

**Women-Owned Business:** Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

**Minority-Owned Business:** Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

**All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at [www.dmbc.virginia.gov](http://www.dmbc.virginia.gov) (Customer Service).**

**Offeror Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Instructions**

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

**Section A**

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (check only one below):

\_\_\_\_\_ Small Business

\_\_\_\_\_ Small and Women-owned Business

**Commonwealth of Virginia**  
**RFP UCP 09-002 for Custody and Accounting Services for Securities**  
**Issue Date: August 18, 2008**

\_\_\_\_\_ Small and Minority-owned Business

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

**Section B**

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

**B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement**

Small Business Name & Address  DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract

**Commonwealth of Virginia**  
**RFP UCP 09-002 for Custody and Accounting Services for Securities**  
**Issue Date: August 18, 2008**

---

<b>Totals \$</b>					

ATTACHMENT C  
DATA SHEET

To Be Completed By Offeror

1. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of service: years, \_\_\_\_ months.
2. REFERENCES: Indicate below a listing of **at least three (3) current customer accounts**, either commercial or governmental, to whom your company is providing this service. Include the length of service and the name, address, and telephone number of the person the Purchasing Agency has your permission to contact.

PERSON TO CONTACT

<u>CLIENT</u>	<u>SERVICE</u>	<u>ADDRESS</u>	<u>AND PHONE NUMBER</u>
---------------	----------------	----------------	-------------------------

3. List full names and address(es) of Offeror and any branch offices which may be responsible for administering this contract.

ATTACHMENT D  
CONFIDENTIALITY AGREEMENT

The Contractor agrees to comply with the *Code of Virginia* § 18.2-152.5. that states that it is an invasion of privacy for the anyone to use a computer or a computer network and intentionally examine without authority any employment, salary, credit or any other financial or personal information relating to any other person after the time at which the offender knows or should know that he is without authority to view the information displayed.

The Contractor also acknowledges that under section § 55-210.24:2 of the *Code of Virginia*, information and records of the Division of Unclaimed Property are confidential and that the Division does not authorize the Contractor to collect, store, share or disseminate the Division's information in any form, including the Contractor's own data base(s) or other data bases.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed intending to be bound thereby, and certify they are authorized to sign this Agreement for the Contractor or the Division of Unclaimed Property.

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**UNCLAIMED PROPERTY DIVISION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Commonwealth of Virginia  
RFP UCP 09-002 for Custody and Accounting Services for Securities  
Issue Date: August 18, 2008

ATTACHMENT E  
EVALUATION STATEMENT

<u>CUSIP</u>	<u>PRICE DATE</u>	<u>SECURITY DESCRIPTION</u>	<u>SHARES</u>	<u>BOOK VALUE</u>	<u>MARKET VALUE</u>	<u>UNIT PRICE</u>
885535104	20021231	3 COM CORP COM	114	510.72	527.82	4.63
88553W204	20021231	3DO CO COM	2	131	4.06	2.031
88579Y101	20021231	3M CO COM	167	15695.45	20591.1	123.3
817826209	20021231	7-ELEVEN INC COM	5	75.94	37.5	7.5
001957109	20021118	A T & T CO COM	5028.153	73746.05	67930.35	13.51
		<b>TOTAL STOCK</b>	<b>5316.153</b>	<b>90159.16</b>	<b>89090.83</b>	<b>150.971</b>
00350P100	20021231	ABINGTON BANCORP INC NEW	50	771	1045.25	20.905
00371N407	20021231	ABLE LABORATORIES INC NEW COM	14	54.57	162.4	11.6
000957100	20021231	ABM INDS INC COM	84	1272.6	1302	15.5
004446100	20021231	ACETO CORP COM	28	322	447.16	15.97
000912105	20021231	ACM INCOME FUND INC	213	1642.23	1801.98	8.46
004816104	20021231	ACME UNITED CORP COM	74	226.63	278.24	3.76
		<b>TOTAL DRP</b>	<b>463</b>	<b>4289.03</b>	<b>5037.03</b>	<b>76.195</b>
00650P305	20021231	ADAPTIVE SOLUTIONS INC COM	4	0.08	0.02	0.004
00100W108	20020131	ADVA INTERNATIONAL INC COM	8	9	0.01	0.001
00750J100	20021231	ADVANCED BIOTHERAPY INC COM	650	629.85	136.5	0.21
007930100	20001219	ADVANCED INTELLIGENCE TECH CORP COM	500	0	0	0
00763M108	20021231	ADVANCED MEDICAL OPTICS COM	2	24.22	23.94	11.97
007903107	20021231	ADVANCED MICRO DEVICES INC COM	60	573.6	387.6	6.46
		<b>TOTAL BOOK-ENTRY</b>	<b>1224</b>	<b>1236.75</b>	<b>548.07</b>	<b>18.645</b>
007924103	20021231	AEGON N.V. AMERICAN REGISTERED SHS	283	10028.81	3630.89	12.83
007698103	20021231	AERO SYS INC COM	181	9.05	9.05	0.05
007768104	20021231	AEROFLEX INC COM	1806	34314	12461.4	6.9
008015307	20021231	AEROSONIC CORP COM	133	1363.25	2581.53	19.41
00808M105	20021231	AEROVOX INC COM	46	192.62	0.02	0
00817Y108	20021231	AETNA INC COM NEW	3.657	136.2	150.38	41.12
008190100	20021231	AFFILIATED COMPUTER SVCS COM	4	67	210.6	52.65
		<b>TOTAL MUTUAL FUNDS</b>	<b>2456.657</b>	<b>46110.93</b>	<b>19043.87</b>	<b>132.96</b>
		<b>GRAND TOTAL OF SECURITIES HELD</b>	<b>9459.81</b>	<b>141795.87</b>	<b>113719.8</b>	<b>378.771</b>

Commonwealth of Virginia  
RFP UCP 09-002 for Custody and Accounting Services for Securities  
Issue Date: August 18, 2008

ATTACHMENT F1  
ORDER OF SALE

<u>Property ID</u>	<u>Holder Report ID</u>	<u>CUSIP Number</u>	<u>CUSIP Name</u>	<u>Sale Shares</u>	<u>Position Total</u>
111403	19168	001957109	A T & T CORPORATION	2	
308258	19168	001957109	A T & T CORPORATION	1	
387231	19168	001957109	A T & T CORPORATION	29	
528976	19168	001957109	A T & T CORPORATION	1	
568507	19168	001957109	A T & T CORPORATION	1	
709889	19168	001957109	A T & T CORPORATION	20	
330497	63071	001957109	A T & T CORPORATION	94	
712844	147006	001957109	A T & T CORPORATION	1	
1082975	147006	001957109	A T & T CORPORATION	9	
1242221	147006	001957109	A T & T CORPORATION	1	159
1554594	165694	002824100	ABBOTT LABORATORIES	168	
1554595	165694	002824100	ABBOTT LABORATORIES	354	522
1250989	20710	003387107	ABEX INC	1	
718038	20710	003387107	ABEX INC	1	
931817	20710	003387107	ABEX INC	1	3
1420441	145604	007924103	AEGON N V	2	
1420443	145604	007924103	AEGON N V	2	
1420445	145604	007924103	AEGON N V	4	
1420446	145604	007924103	AEGON N V	2	
1420447	145604	007924103	AEGON N V	1063	
1420448	145604	007924103	AEGON N V	4	1077
710753	147098	011659109	ALASKA AIR GROUP INC	5	
1082879	147098	011659109	ALASKA AIR GROUP INC	15	20
1531667	167322	017361106	ALLEGHENY ENERGY INC	4	4
663344	146919	018490102	ALLERGAN INC	2	2
70159	20709	019512102	ALLIED SIGNAL INC (COMMON)	7	
92841	20709	019512102	ALLIED SIGNAL INC (COMMON)	2	
103331	20709	019512102	ALLIED SIGNAL INC (COMMON)	18	
574754	20709	019512102	ALLIED SIGNAL INC (COMMON)	5	
1003218	20709	019512102	ALLIED SIGNAL INC (COMMON)	21	
70988	135356	019512102	ALLIED SIGNAL INC (COMMON)	1	
951743	135361	019512102	ALLIED SIGNAL INC (COMMON)	8	
1025071	135361	019512102	ALLIED SIGNAL INC (COMMON)	492	
1174453	135361	019512102	ALLIED SIGNAL INC (COMMON)	32	586
827643	67052	020002101	ALLSTATE CORPORATION, THE	25	25
1400146	144576	020039103	ALLTEL CORPORATION (COMMON)	90	90
				<b>Total Shares</b>	<b>2488</b>
<b>10 Positions</b>					
<b>36 Owner Properties</b>					

Commonwealth of Virginia  
RFP UCP 09-002 for Custody and Accounting Services for Securities  
Issue Date: August 18, 2008

ATTACHMENT F2  
CASH RECEIPTS

<u>SETTLED</u>	<u>DESCRIPTION</u>	<u>CUSIP</u>	<u>SECURITY DESCRIPTION</u>	<u>COMMENT</u>	<u>SHARES</u>	<u>INCOME CASH</u>	<u>PRINCIPAL CASH</u>
12/2/2002	ASSET INCOME	316175108	FIDELITY INST CASH PORT	INTEREST FROM	0	493.14	0
			US GOVT CL A	11/1/02 TO 11/30/02			
12/2/2002	ASSET INCOME	670928100	NUVEEN MUNI VALUE FD		84.198	3.58	0
			INC				
12/2/2002	ASSET INCOME	09247K109	BLACKROCK INSD MUN		297	19.68	0
			2008 TERM TR INC				
12/5/2002	INVESTMENT IN	084093103	BERGSTROM CAP CORP		10	0	37.9
12/6/2002	CASH RECEIPT			DIV ON 384 SHARES	0	88.39	0
				OF CU 983024100			
				CASH IN LIEU OF			
				.3601 SHS OF CU			
12/6/2002	CASH RECEIPT			957654205	0	1.3	0
				CASH IN LIEU OF			
				.0122 SHS OF CU			
12/6/2002	CASH RECEIPT			957654205	0	0.04	0
12/6/2002	CASH RECEIPT			DIV ON 4 SHS OF CU	0	0.68	0
				806605101			
12/6/2002	CASH RECEIPT			DIV ON 87 SHS OF	0	13.07	0
				CU 893506105			
12/10/2002	CASH RECEIPT			DIV ON 4 SHS OF CU	0	0.63	0
				428656102			
12/16/2002	FUND EARNING	67064E317	NUVEEN TAX EX BD UNIT		0.862	0.2	0
			SER 162				
12/24/2002	CASH RECEIPT	780910105	ROYCE VALUE TRUST INC	OPTIONAL	0	0	133.2
				DISTRIBUTION			
12/24/2002	CASH RECEIPT	368802104	GENERAL AMERICAN	OPTIONAL	0	0	11.92
			INVESTORS INC COM	DISTRIBUTION			
12/24/2002	CASH RECEIPT	368802104	GENERAL AMERICAN	OPTIONAL	0	0	0.88
			INVESTORS INC COM	DISTRIBUTION			
12/30/2002	CASH RECEIPT	006212104	ADAMS EXPRESS CO	OPTIONAL	0	0	142.29
				DIVIDEND STOCK			
				ELECTION			
12/31/2002	CAPITAL GAINS		NUVEEN MUNI VALUE FD		84.198	0	0.08
	DISTRIBUTION	670928100	INC				
12/31/2002	CAPITAL GAINS		NUVEEN MUNI VALUE FD		84.198	0	3.42
	DISTRIBUTION	670928100	INC				
12/31/2002	CAPITAL GAINS		SALIENT 3 COMM INC CL		32	0	16
	DISTRIBUTION	794721100	A COM				
			TOTAL			620.71	345.69

Commonwealth of Virginia  
RFP UCP 09-002 for Custody and Accounting Services for Securities  
Issue Date: August 18, 2008

---

ATTACHMENT F3  
SECURITY RECEIPTS

<u>CUSIP</u>	<u>SECURITY DESCRIPTION</u>	<u>COMMENT</u>	<u>SHARES</u>
369604103	GENERAL ELECTRIC CO COM	DIV RE INVEST 10/25/02.	132.975
91529Y106	UNUMPROVIDENT CORP COM	DIV RE INVEST 11/15/02.	7.669
989834106	ZWEIG FUND INC	DIV RE INVEST 10/30/02.	0.423
194162103	COLGATE PALMOLIVE CO COM	DIV RE INVEST 11/15/02.	21.872
155771108	CENTRAL VT PUB SVC CORP COM	DIV RE INVEST 11/15/02.	1.154
824348106	SHERWIN WILLIAMS CO COM	DIV RE INVEST 11/18/02.	4.987
316850106	FILA HOLDINGS S.P.A. ADR *REORG*	REC'D FROM STATE, CERT BNY0777 BILL CODE A	2
368682100	GENCORP INC COM	DIV RE INVEST 11/29/02.	0.077
103043105	BOWNE & CO INC DEL COM	REC'D FROM STATE, CERT #BNE4765 BILL CODE A	2
74005P104	PRAXAIR INC COM	DIV RE INVEST 12/16/02.	0.197
460146103	INTERNATIONAL PAPER CO COM	ESCHEATED IN BY FUND. BILL CODE MR.	22
006212104	ADAMS EXPRESS CO	DIV RE INVEST 09/01/02.	1.575
	TOTAL		196.929

Commonwealth of Virginia  
RFP UCP 09-002 for Custody and Accounting Services for Securities  
Issue Date: August 18, 2008

ATTACHMENT F4  
CLAIMS PAID

<u>DATE</u>	<u>TRANSACTION DESCRIPTION</u>	<u>CUSIP</u>	<u>SECURITY DESCRIPTION</u>	<u>COMMENT</u>	<u>SHARES</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
12/2/2002	DISTRIBUTION	021454103	ALTEX INDUSTRIES INC COM	ERNEST PRESTON CAPPS, BILL CODE D	200	0.052	10.4
12/2/2002	DISTRIBUTION	983024100	WYETH COM	EDWIN A. SHERIDAN, BILL CODE D	24	37.4	897.6
12/4/2002	DISTRIBUTION	00184A105	AOL TIME WARNER INC COM	BANK OF NEW YORK, BILL CODE D	12	13.1	157.2
12/4/2002	DISTRIBUTION	00184A105	AOL TIME WARNER INC COM	BANK OF NEW YORK, BILL CODE D	3	13.1	39.3
12/4/2002	DISTRIBUTION	655844108	NORFOLK SOUTHERN CORP COM	KIM PHILLIPS BILL CODE D	3	19.99	59.97
12/4/2002	DISTRIBUTION	655844108	NORFOLK SOUTHERN CORP COM	KIM PHILLIPS BILL CODE D	54	19.99	1079.46
12/4/2002	DISTRIBUTION	655844108	NORFOLK SOUTHERN CORP COM	KIM PHILLIPS BILL CODE D	3	19.99	59.97
12/4/2002	DISTRIBUTION	655844108	NORFOLK SOUTHERN CORP COM	KIM PHILLIPS BILL CODE D	6	19.99	119.94
12/4/2002	DISTRIBUTION	718154107	PHILIP MORRIS COS INC	BRENDA ROGERS BILL CODE D	21	40.53	851.13
			<b>TOTAL:</b>		326		<b>3,274.97</b>

**Commonwealth of Virginia**  
**RFP UCP 09-002 for Custody and Accounting Services for Securities**  
**Issue Date: August 18, 2008**

---

ATTACHMENT F5  
SECURITIES SOLD

<u>DATE</u>	<u>TRANSACTION DESCRIPTION</u>	<u>CUSIP</u>	<u>SECURITY DESCRIPTION</u>	<u>SHARES</u>	<u>COMMISION</u>	<u>PRICE</u>
20021202	SALE OF ASSET	583334107	MEADWESTVACO CORP COM	1	0.05	24.46
20021217	SALE OF ASSET	25746U109	DOMINION RES INC VA COM	24	1.2	52.63
			TOTAL	25	1.25	77.09

Commonwealth of Virginia  
RFP UCP 09-002 for Custody and Accounting Services for Securities  
Issue Date: August 18, 2008

ATTACHMENT F6  
CORPORATE ACTIVITY

DATE	CUSIP	ACTIVITY DESCRIPTION	SECURITY DESCRIPTION	COMMENT	SHARES	INCOME CASH	PRINCIPAL CASH	FED TAX COST
12/2/2002	760282103	SALE OF ASSET STOCK	REPUBLIC BANCORP INC COM	CASH IN LIEU OF FRACTIONAL SHARES	0.2	0	2.18	0
12/2/2002	760282103	SPLIT/DIVIDEND STOCK	REPUBLIC BANCORP INC COM	10% STOCK DIVIDEND	3.2	0	0	0
12/2/2002	162456107	SPLIT/DIVIDEND	CHATTEM INC	2 FOR 1 STOCK SPLIT	90	0	0	0
12/3/2002	576389100	CASH MERGER	MASTERCRAFT PRODS CORP COM	EXCHANGED AT \$5 PER SHARE	200	0	1000	-1
12/6/2002	71921H158	SALE OF ASSET	PHONETEL TECHNOLOGIES WTS 11/19/02	2 UNITS AT 0.00 USD	2	0	0	0
12/9/2002	320138100	DISTRIBUTION	FIRST EXPLORATION COM *WORTHLESS*	WORTHLESS: DISSOLVED ON 10/1/1994, PER SOS CO	740	0	0	-2
12/10/2002	287794101	DISTRIBUTION	ELKINS INSTITUTE INC *WORTHLESS*	WORTHLESS: ADJUDICATED BANKRUPT 11/9/76, TX	50	0	0	0
12/12/2002	225641109	DISTRIBUTION	CRESCENT AIRWAYS CORP *WORTHLESS*	WORTHLESS: NO STOCKHOLDERS' EQUITY 5/95, GA	1450	0	0	0
12/13/2002	872649108	DISTRIBUTION-MERGER	TRW INC COM	MERGED INTO NORTHROP GRUMMAN CORP COM @ .5357 SHRS.	134	0	0	-1312.5
12/13/2002	666807102	RECEIPT-MERGER STOCK	NORTHROP GRUMMAN CORP COM	MERGER FROM TRW INC COM	71.784	0	0	1312.5
12/16/2002	881624209	SPLIT/DIVIDEND	TEVA PHARMACEUTICAL INDUSTRIES ADR	100% STOCK DIVIDEND	22	0	0	0
12/18/2002	316850106	DISTRIBUTION	FILA HOLDINGS S.P.A. ADR *REORG*	REVERSE STK SPLIT @ 0.50 TO #316850304 FILA NEW	2	0	0	0
12/18/2002	316850304	RECEIPT	FILA HLDG S P A	REVERSE STK SPLIT @ 0.50 10/11/02 FR #316850106	1	0	0	0

**Commonwealth of Virginia**  
**RFP UCP 09-002 for Custody and Accounting Services for Securities**  
**Issue Date: August 18, 2008**

12/27/2002	24522P103 RECEIPT-SPIN OFF	DEL MONTE FOODS CO COM	DISTRIBUTION AT .4466 SHRS. FOR EACH SHR. OF HJ HEINZ CO COM	16.971	0	0	0.1
12/27/2002	24522P103 SALE OF ASSET	DEL MONTE FOODS CO COM	0.9708 SHARES AT 7.91 USD	0.971	0	7.68	-0.02
12/30/2002	006212104 PURCHASE	ADAMS EXPRESS CO	OPTIONAL DIVIDEND STOCK ELECTION	13.279	0	-142.29	142.29

Commonwealth of Virginia  
RFP UCP 09-002 for Custody and Accounting Services for Securities  
Issue Date: August 18, 2008

ATTACHMENT F7  
CASH DISBURSEMENTS

<u>DATE</u>	<u>TRANSACTION DESCRIPTION</u>	<u>CUSIP</u>	<u>COMMENT</u>	<u>SHARES</u>	<u>INCOME CASH</u>	<u>PRINCIPAL CASH</u>
12/2/2002	CASH DISBURSEMENT		CASH IN LIEU AND DIVS FOR TENET HEALTHCARE CORP BILL CODE D	0	0	-11.25
12/2/2002	CASH DISBURSEMENT		CASH IN LIEU FOR BOSTON CELTICS LTD PARTNERSHIP BILL CODE D	0	0	-13.5
12/2/2002	CASH DISBURSEMENT		DIVS AND CASH IN LIEU FOR MEADWESTVACO CORP BILL CODE D	0	0	-9.02
12/2/2002	CASH DISBURSEMENT		DIVS AND CASH IN LIEU FOR MEADWESTVACO CORP BILL CODE D	0	0	-8.76
12/2/2002	CASH DISBURSEMENT		DIVS AND CASH IN LIEU FOR MEADWESTVACO CORP BILL CODE D	0	0	-8.76
12/2/2002	CASH DISBURSEMENT		DIVS FOR BANK OF AMERICA CORP	0	0	-46
			TOTAL		0	(97.29)

**MISC.**

12/3/2002	CASH DISBURSEMENT		DIVIDEND ON HONDA ADR COM	0	-1.21	0
12/6/2002	CASH DISBURSEMENT		DIVIDEND ON ABERDEEN ASIA-PACIFIC INCOME FD INC	0	-0.67	0
12/6/2002	CASH DISBURSEMENT		DIVIDEND ON ABERDEEN ASIA-PACIFIC INCOME FD INC	0	0.67	0
			TOTAL		-1.21	0