

**CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY
2100 West Laburnum Avenue; Suite 105
Richmond, VA 23227**

REQUEST FOR PROPOSALS #21-04

BANKING SERVICES

**FOR FISCAL YEARS BEGINNING JULY 1, 2021
AND ENDING JUNE 30, 2025**

Issue Date: March 8, 2021

1. INVITATION TO RESPOND

The Central Virginia Waste Management Authority (CVWMA) is seeking proposals from qualified banking institutions to provide a variety of banking services for the CVWMA for the period July 1, 2021 through June 30, 2025. Sealed proposals shall be received by or before 2:00pm, March 31, 2021.

Copies of the Request for Proposals (RFP) will be available online at www.cvwma.com or Monday through Friday from 9:00 a.m. to 2:00 p.m., beginning March 8, 2021, at the CVWMA's Administrative Offices, address below. The CVWMA's contact for this Request for Proposals is:

Kimberly A. Hynes, Executive Director
2100 W Laburnum Avenue; Suite 105
Richmond VA 23227
(804) 612-0552
khynes@cvwma.com

2. BACKGROUND

CVWMA is a political subdivision of the Commonwealth of Virginia formed by 13 member local governments in central Virginia, including the Cities of Colonial Heights, Hopewell, Petersburg and Richmond, the Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan, Prince George, and the Town of Ashland.

The CVWMA was created by the member local governments to provide recycling and waste management services in response to requests from the local governments. The governing body of each of these local governments appoints one or more member representatives to the CVWMA Board of Directors. The CVWMA is governed by a 20 member Board of Directors.

The CVWMA service region spans 2,442 square miles of land area and includes a population of over 1,200,000. The CVWMA is incorporated by the State Corporation Commission under the provisions of the Virginia Water and Waste Authorities Act. Each of the 13 local governments contributes funding to support the administrative operations of the Authority. Each special project, such as the regional residential recycling program, is paid for separately by those localities electing to participate in that specific program.

3. PROJECT DESCRIPTION

The objective of this Request for Proposal (RFP) is to identify the financial institution (the BANKER) that will provide the highest quality service at the most competitive cost based on services to the

CVWMA for the banking services described but not limited to, herein, for the period beginning July 1, 2021 and ending June 30, 2025, with two (2) optional one (1) year extensions.

Bank Accounts/Services currently utilized by the CVWMA include the following:

1. Depository Account – Services as main operating account for original deposits via check, ACH and Merchant services. Checks are written on this account, ACH transfers are made routinely and this account is used for payroll.
2. Deposit Remittances – Deposits are made on a daily basis, or as frequently as necessary, via remote deposit to the bank for credit to the Depository Account. Other credits include electronic funds transfer or ACH directly into the Depository Account.
3. Merchant Card Processing Services – The CVWMA accepts debit and credit cards for recycling bin and cart purchases online only. The CVWMA currently accepts Visa, Mastercard, American Express and Discover. During calendar year 2020, 4,793 payment transactions were processed and the average amount was \$59.58.
4. Disbursement Processing – Payroll is paid bi-weekly on Fridays. CVWMA outsources payroll processing to ADP. Accounts Payable is paid twice a month, on the 10th and 25th via check, ACH, online and Purchasing Card. Approximately 30 checks are written and 10-15 ACH transactions made per month.
5. Purchasing Card – CVWMA currently utilizes a purchasing card program, provided by our current BANKER, for paying contractors and making routine purchases.

MONTH	NO. OF TRANSACTIONS	DOLLAR VALUE
Jan-20	37	88,202.78
Feb-20	46	89,161.68
Mar-20	44	84,035.04
Apr-20	38	82,428.11
May-20	29	96,524.31
Jun-20	37	92,331.75
Jul-20	33	91,301.98
Aug-20	41	98,765.60
Sep-20	47	94,829.50
Oct-20	46	102,622.99
Nov-20	34	99,958.01
Dec-20	48	98,009.96

6. Investment and Custodial Services – Currently the CVWMA utilizes the Local Government Investment Pool (LGIP) to utilize excess funds. The CVWMA is always looking for opportunities to obtain a higher yield and higher rate of return on excess funds to maximize earnings. Our current contract provides for Investment and Custodial Services. A copy of CVWMA’s Investment Policy is attached herein for information.

4. SCOPE OF WORK AND REQUIREMENTS

The term of any Contract resulting from this RFP shall be for a period of four years, beginning July 1, 2021 and ending June 30, 2025, including the option for three (3) additional one (1) year renewals, one

year at a time beginning July 1, 2025. Selected Bankers shall provide banking services as described herein.

- A. A Proposer must comply with all applicable federal, state and local laws, ordinances, rules and regulations including but not limited to the Virginia Security for Public Deposits Act (Title 2.2 Chapter 44 of the Code of Virginia) (SPDA).
- B. Proposer must be a qualified depository for public funds in the Commonwealth of Virginia and conform to all Code of Virginia requirements. Deposits must be protected by federal depository insurance or collateral held under the provisions of the SPDA.
- C. A Proposer should have experience providing banking services for similarly sized government clients and/or regional government agencies.
- D. The selected Banker shall provide professional banking and depository services required to conduct Authority business. At a minimum, selected Banker shall provide and maintain an operating checking account and any other accounts, such as investment accounts, as deemed necessary on behalf of the CVWMA.
- E. Selected Banker shall be able to provide the CVWMA with a monthly statement for each account showing the activity for the month, beginning and ending balances. The statement provided should also include canceled checks for the month, if requested. The statement and requested canceled checks and other information can and should be provided through online access. The Banker shall also provide an account analysis each month, detailing activity in each compensation category, computation of average daily collected balance, and the resulting excess or deficit position in compensating balances, number of transactions, type of transaction and any other services provided.
- F. The Banker will accept all items delivered to it for deposit to the accounts of the CVWMA in accordance with applicable laws. Funds received via wire transfer, Automatic Clearinghouse (ACH), checks and cash delivered to the BANK, and investment transactions from a third-party custodian shall be considered immediately available funds. The Banker shall provide remote deposit services for checks received by the CVWMA.
- G. The Banker shall make payment on and reconcile all checks, ACH credits/debits, investment transactions as authorized by the CVWMA drawn on the CVWMA's accounts. The Banker shall honor all CVWMA checks for six months from the date of issue.
- H. The Banker shall provide the CVWMA with investment services for securities in accordance with the SPDA and the CVWMA's Investment Policy, included as Attachment 1.
- I. The Banker shall clearly identify the basis upon which any fees and charges are calculated and paid and the basis upon which any rebate revenue will be calculated and paid to the CVWMA.
- J. The Banker may include provisions, terms and conditions not herein provided. However, all required aspects of the RFP must be included and the CVWMA does reserve the right to consider any additional information or terms that may be presented by a Proposer.
- K. The CVWMA reserves the right to negotiate any point presented in any proposal, and is

not obligated to accept any terms or conditions offered by the Banker.

5. PROPOSAL SUBMITTAL REQUIREMENTS, EVALUATION AND AWARD

Proposal Requirements: The proposal shall, at a minimum, include the following items, in writing:

1. Discussion of Proposer's experience specific to banking and depository services, investments and purchasing card services to public agencies, including regional entities similar to the CVWMA;
2. Qualifications of personnel to be assigned to the specific accounts listed above;
3. The Banker's ability to perform the scope of services;
4. The Banker's commitment to customer service and policies concerning customer service;
5. Any additional information or services that may be appropriate or desired by the CVWMA, at the Banker's discretion; and
6. A list of at least three (3) references including the name, address and telephone number of an appropriate contact person.

Submittal Specifications One (1) printed hard copy original proposal and an electronic copy must be submitted by the due date. An electronic copy can be provided in PDF or DOC format on a CD or USB. The electronic copy should be an exact copy of the hard copy proposal. Any discrepancies between the printed and hard copy and the electronic copy, the printed hard copy will prevail.

Proposals MUST be received by the CVWMA by **4:00pm on Wednesday, March 31, 2021**, addressed as follows:

Kimberly A. Hynes, Executive Director
Banking Services Proposal
RFP #21-04
Central Virginia Waste Management Authority
2100 West Laburnum Avenue, Suite 105
Richmond, Virginia 23227

The proposals shall be submitted in sealed envelopes and shall be clearly marked as being submitted in response to this RFP. Proposals are due at the CVWMA administrative offices on the date and at the time specified in this RFP. *Under no circumstance shall proposals delivered after the time specified be considered; such proposals will be returned unopened.* It shall be the Proposer's sole responsibility to ensure that the proposal is complete and delivered at the proper time and to the proper place. Proposals by facsimile, telephone, email or other similar digital transmission are not acceptable. A proposal may not be altered by the Proposer after the proposal deadline.

Proprietary information submitted by any Proposer in connection with this RFP shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Proposer must invoke the protection prior to or upon submission of the data or other materials, and must identify the data or other materials by page or paragraph to be protected, and state the reasons why protection is necessary, pursuant to the requirements outlined by Va. Code § 2.2-4300 et seq.

Proposal Evaluation Process and Contract Negotiations A Selection Committee will review and

evaluate all proposals received. All submitted proposals will be ranked by the Selection Committee.

Following review and evaluation of the proposals, the Selection Committee will select two or more Proposers deemed to be fully qualified and best suited among those submitting proposals for an interview. Selection shall be made from the top-ranked Proposers, on the basis of the factors stated below.

In the event that negotiations with the top-ranked Proposer are unsuccessful, negotiations will be formally terminated and the CVWMA will enter into negotiations with the next highest ranked Proposer, until a contract satisfactory and advantageous to the CVWMA is negotiated. The CVWMA reserves the right to reject all proposals received and initiate a new competitive proposal process.

Should the Selection Committee determine in its sole discretion that only one Proposer is fully more qualified than the others, a contract may be negotiated with and awarded to that Proposer. If negotiations are unsuccessful, the CVWMA reserves the right to issue a new Request for Proposals.

In evaluating proposals, the CVWMA will consider:

1. Responsiveness and completeness of the proposal with respect to this RFP and responsiveness to interview, should Proposer be selected;
2. Proposers understanding of the need and operational requirements of the CVWMA as described herein, the value of suggestions for improvement to the requested services;
3. Proposers experience in providing banking services as described in the RFP to regional or multi-jurisdictional agencies and authorities, board and commissions or to public agencies in general;
4. Proposers experience and qualifications of all key personnel that will comprise the proposed team; the proposed staffing structure, their roles assigned in relation to their qualification and previous and current experiences performing like services; and
5. Price shall be considered, but need not be the sole determining factor. Proposers shall clearly define price in their Proposal.

Contract Award: The CVWMA will award a contract for Banking Services pursuant to this RFP based on a recommendation of the Selection Committee on May 21, 2021. Successful Proposer will be notified prior to the recommendation of the award and the award will be posted in CVWMA's Board Meeting agenda and meeting minutes on the CVWMA website.

Tentative Procurement and Contract Dates: Although the following dates are subject change, it is anticipated that the following schedule will apply:

RFP Released:	March 8, 2021
Proposal Deadline	March 31, 2021 @ 4:00pm
Interviews	between April 12, 2021 – April 23, 2021
Award	May 21, 2021
Contract Executed	May 31, 2021
Contract Begins	July 1, 2021

6. COMPLIANCE WITH LAWS AND GOVERNING LAW

This RFP and any contract resulting from this RFP shall be executed in the City of Richmond, Virginia, and shall be governed, construed and interpreted according to the laws of the Commonwealth of Virginia. Parties agree to resolve any complaint necessary to be filed in court in the applicable state court having jurisdiction in the City of Richmond.

7. GENERAL CONTRACT TERMS

Any contract resulting from this RFP shall include but not necessarily be limited to the following terms and conditions:

Definitions

- A. *Authority* or *CVWMA* – shall mean the Central Virginia Waste Management Authority, an authority created under the provisions of the Virginia Waste and Water Authorities Act, §15.2-5100, et seq. as defined in the Virginia Code §15.2-5102.
- B. *Contract* – shall mean this written document and all amendments, attachments and exhibits hereto made pursuant to Section ___ of the Contract between the CVWMA and the BANKER.
- C. *Force Majeure* – shall mean any cause beyond the reasonable control of the party whose performance under this Contract is adversely affected, including but not limited to acts of God, change in law, war, riot, fire, explosion, injunction, action by governments not party to this Contract, where such cause, event or circumstance renders performance under this Contract impossible. “Reasonable control” of a party shall specifically exclude that party’s ability to reach agreement in a labor dispute and that party’s ability to settle or compromise litigation.

Term of Contract: The term of this Contract shall be for four (4) years, beginning July 1, 2021 and ending June 30, 2025. Upon mutual agreement of both parties, the Contract may be renewed for two (2) additional one (1) year periods, one year at a time, beginning July 1, 2025.

Compensation and Method of Payment: The Banker and CVWMA agree to the fee schedule herein as part of the Contract Documents for the first twelve (12) months of the Contract. On the anniversary date of the Contract each July 1, the Banker and CVWMA shall mutually agree upon adjusted pricing that may be necessary as a result of regulatory changes. Monthly fees shall be deducted from the earnings credit each month to the extent sufficient. The CVWMA and Banker mutually acknowledge and agree that the CVMA and Banker may negotiate a renewal of the Contract effective July 1, 2025.

Amendments: This Contract may be amended from time to time in writing by the CVWMA, with the consent of the Banker, and shall be subject to renegotiation if such amendment results in a change in the scope of services, compensation, or method of payment defined by this Contract.

Disputes: Should disputes or disagreements related to the performance of the work hereunder arise between the CVWMA and the BANKER, the parties hereto shall negotiate in good faith in an attempt to resolve same; such negotiations shall be a condition precedent to seeking any other remedy allowed by law.

Authorized Representatives: The CVWMA has designated its Executive Director or his/her designee to serve as the principal contact throughout the duration of the work. The Banker designates _____ as the Relationship Manager to serve as the principal contact for the Bank and to give direction to the engagement team performing the services pursuant to this Contract. Should either of the designated representatives change during the term of this Contract, the changing party shall notify the other party in writing of the identity of the new principal contact in accordance with the applicable Section of this Contract.

Compliance With Equal Opportunity: During the performance of this Contract, the Banker agrees as follows:

- A. In connection with this Contract, the Banker shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by state law relating to discrimination in employment, except where such is a bona fide

occupational qualification reasonably necessary to the normal operation of the Banker. The Banker agrees to post in conspicuous places in its local office, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

B. The Banker, in all solicitations or advertisements for employees placed by or on behalf of the Banker, in connection with this Contract, will state that the Banker 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 the requirements of this section.

D. The Banker will include the provisions of the foregoing paragraphs, A, B, and C in every subcontract or purchase order executed in connection with this Contract, so that the provisions will be binding upon each subcontract or vendor.

E. The Banker shall comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" as supplemented in Department of Labor Regulation (41 CFR, Part 60). During the performance of this Contract, the Banker, for itself, its assignees and successors in interest, agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, which is made part of this Contract by reference, and with any other applicable provision of federal or state law guaranteeing equal employment opportunity.

F. During the performance of this contract, the Banker agrees to (i) provide a drug-free workplace for the Banker'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 Banker'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 Banker that the Banker 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 in accordance with § 2.2-4312 of the Code of Virginia, 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.

Drug Free Workplace: During the performance of this Contract, the Banker shall comply with all federal, state and local government laws regarding controlled substances, where applicable. In addition, the Banker agrees as follows:

A. The Banker will provide a drug-free workplace for its employees.

B. The Banker will post in a conspicuous place(s), available to employees and applicants for employment, a statement notifying employees that the unlawful sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken for violation of this prohibition.

C. The Banker will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.

D. The Banker will include the provision of the foregoing Subparagraphs A, B and C of this Section ___ in every subcontract or purchase order under this Contract over \$10,000, so that the provisions will be binding upon the Banker's sub-contractors and employees.

Conflict of Interest: The Banker certifies that to the best of his/her knowledge, it is independent with respect to the services to be performed by the Banker under this Contract pursuant to professional

standards, laws and regulations, and that the Banker will adhere to such standards during the term of this Contract.

Compliance with Laws: This Contract is made and entered into in the City of Richmond, Virginia and shall be governed, controlled and interpreted under the laws of the Commonwealth of Virginia. The Banker shall at all times observe and comply with all laws, ordinances and regulations of the Federal, State and Local Governments which may affect the performance of this Contract.

Termination and Default: The following terms shall apply to the CVWMA's and the BANKER's right to terminate this Contract:

A. Termination for Default. In the event Banker or CVWMA materially defaults in the performance of any of the material covenants or agreements to be kept, done or performed by either under the terms of this Contract, the non-defaulting party shall notify the other party in writing of the nature of such default. Within ten (10) working days following such notice, the defaulting party shall correct the default; or, in the event of a default not capable of being corrected within ten (10) working days, the defaulting party shall commence correcting the default within ten (10) working days of the receipt of notification thereof, and shall thereafter correct the default within ten (10) working days.

If the defaulting party fails to correct the default within the time periods specified above the non-defaulting party, without further notice, shall have all of the following rights which the party may exercise singly or in combination, in addition to any other right or remedy allowed by law:

1. The right to declare that this Contract together with all rights granted or obligations incurred hereunder are terminated, effective upon such date as the non-defaulting party shall designate. Upon such termination, the CVWMA shall not be responsible for any payment for work performed by the Banker after the effective termination date, or for the lost profit or revenue anticipated by the Banker for the canceled portion of the Contract; and
2. The CVWMA shall have the right to contract with others to perform the services otherwise to be performed by Banker, or to perform such services itself; and
3. In the event that this Contract is terminated, the Banker shall make available access to and copies of all documents and work papers prepared or produced during the performance of this Contract within ten (10) days of the termination of this Contract to the successor audit firm selected by the CVWMA. The CVWMA's obligation to make final payment for authorized work performed by the Banker pursuant to this Contract shall not arise until such access of nonproprietary documents and nonproprietary work papers have been made available to the successor audit firm.

In the event that the Banker files a petition in bankruptcy court or is the subject of an involuntary bankruptcy proceeding, the CVWMA shall have the right to demand assurances that Banker can continue to perform its obligations under this Contract and Banker shall provide such reasonable assurances.

Neither party shall be considered in default of this Contract if such failure to perform is directly or indirectly caused by a Force Majeure event outlined in Section ___ of this Contract.

B. Termination for Convenience.

1. If the CVWMA elects to terminate this Contract, written notice will be mailed, by U.S. Certified Mail-Return Receipt Requested, at least thirty (30) days in advance of the effective date. In the event of termination, the Banker shall be compensated only for the services provided in accordance with the terms of this Contract and expenses incurred as of the date of termination.

Upon such termination, the CVWMA shall not be responsible for any payment for work performed by the Banker after the termination date.

2. Banker may terminate this Contract without cause upon ninety days written notice to the CVWMA prior to the beginning of the fiscal year for which the next audit is to be performed.
3. In the event that the Banker has been asked by the CVWMA to conduct its services under this Contract in violation of the laws, regulations and professional standards applicable to the Banker's services hereunder, the Banker may resign as the CVWMA's Banker and terminate this Contract.
4. Notwithstanding any other provision in this Contract, Banker may resign as CVWMA's Banker and terminate this Contract at any time in accordance with the laws, regulations, and professional standards, specified in Section ___ of this Contract, applicable to the type of services provided under this Contract so as not to harm CVWMA in filing required information and documents.

C. Non-Appropriation - This Contract shall be subject to annual appropriations by the CVWMA Board of Directors and the member local governments. Should the Board fail to appropriate funds for this Contract, either party may terminate the Contract upon thirty (30) days notice by CVWMA to the Banker. CVWMA shall pay the Banker for services performed to the date of termination.

Force Majeure:

A. Force Majeure shall be defined as any cause beyond the reasonable control of the party whose performance under this Contract is affected, including but not limited to acts of God, change in law, war, riot, fire, explosion, wind storm, flood, labor disputes, inability to obtain or use fuel, power, or raw materials, shortage or failure of the usual means of transportation, injunction, action by governments not party to this Contract, accident, breakdown of machinery or equipment, where such cause, event or circumstance renders performance under this Contract impossible. "Reasonable control" of a party shall specifically exclude that party's ability to reach agreement in a labor dispute and that party's ability to settle or compromise litigation.

B. It is mutually understood and agreed by the parties that the Banker shall be relieved of its obligations under this Contract during any period or periods of time when Force Majeure, as defined under this Contract, is in effect.

C. Should the Banker be unable by reason of Force Majeure to render performance under this Contract according the terms of this Contract, the CVWMA shall have the right to secure another vendor to perform any or all portions of the service provided by the Banker under this Contract. The CVWMA shall have the right to negotiate for alternative service to be provided by any other vendor during Force Majeure. In the event the period of Force Majeure should end prior to the expiration of this Contract, the CVWMA shall resume service with the Banker or its Subcontractors according to the terms of this Contract, unless, as a condition of obtaining service from the alternate vendor, the CVWMA was required to contract for services provided herein for a time period exceeding the termination of the Force Majeure event.

D. At any time that Force Majeure is in effect, it is understood by the parties to this Contract that the CVWMA shall not be obligated to pay service fees to the Banker for any or all service interrupted by reason of Force Majeure. Notwithstanding any interruption of this Contract due to a Force Majeure event, the Banker shall be entitled to compensation from the CVWMA for all work completed up to the date of notification of the interruption of service due to reasons of a Force Majeure occurrence.

Banker's Records: Books, billing records, or other documents related to this Contract, of the Banker's shall be subject to CVWMA review, audit and/or reproduction and shall be open to inspection by the CVWMA during normal working hours or at such times as are mutually agreed upon by the parties.

Banker shall maintain a retention schedule for its books, records and other documents relative to this Contract as mutually agreed upon by the CVWMA and the Banker.

All work papers of the Banker shall remain the property of the Banker. In addition to the extent that the Banker utilizes any of its property (including, without limitations, any hardware or software of the Banker or any proprietary or confidential information or trade secrets of the Banker) in performing the services hereunder, such property shall remain the property of the Banker and the CVWMA shall require no right or interest in such property.

Notices: All notices required or contemplated by this Contract shall be personally served or mailed by U.S. Mail, Postage Prepaid - Return Receipt Requested, addressed to the parties as follows or to such other persons and addresses as the parties may designate in writing and shall be effective when personally delivered or five (5) days after so mailed in conformity with this provision:

A. To the CVWMA: Kimberly A. Hynes, Executive Director
Central Virginia Waste Management Authority
2100 West Laburnum Avenue, Suite 105
Richmond, Virginia 23227

with a copy to: James M. Snyder, CVWMA General Counsel
McCandlish Holton P.C.
1111 East Main Street, Suite 2100
P.O. Box 796
Richmond, VA 23218

B. To Banker:

Either party may change its address for notice by giving the other party prior written notice of the new address in conformity with the foregoing provision and the date upon which the new address becomes effective.

Severability

A. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of this Contract can be determined and effectuated.

B. Should any term, provision or other part of this Contract be declared illegal it shall be excised and modified to conform to the appropriate laws or regulations. Should any term, provision or other part of this Contract be held to be inoperative, invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations. In both cases of illegal and invalid provisions, the remainder of the Contract shall not be affected but shall remain in full force and effect.

Non-Assignment: Neither the Banker nor the CVWMA shall assign, transfer, convey, or otherwise hypothecate this Contract or their rights, duties or obligations hereunder or any part thereof without the prior written consent of the other.

Successors and Assigns: This Contract shall be binding upon the parties hereto, their successors and

assigns.

Merger Clause This Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of the Contract if they alter, vary, or contradict in the Contract.

Contract Documents and Extent of Agreement: The contract documents which comprise the entire Contract between the CVWMA and the Banker consist of the following:

- A. Any written modifications, executed by both parties, duly delivered after the execution of this Contract.
- B. This Contract.
- C. The CVWMA's Request for Proposal #21-04 dated March 8, 2021.
- D. The Bankers proposal dated _____.
- E. The Fee Schedule – attached.
- F. In the event of conflicts of the provisions contained in the contract documents, the order of priority for interpretation shall be in the same order as enumerated above.
- G. This Contract and corresponding documents represents the entire integrated agreement between the CVWMA and the Banker and supersedes all prior negotiations, representations or agreements, either written or oral, for this audit engagement.

Authority: Each party warrants that it is authorized to enter into this Contract and that the individual executing this Contract is authorized to enter into this Contract.

**Central Virginia Waste Management Authority
Investment Policy**

SCOPE

This investment policy applies to all investments of the Central Virginia Waste Management Authority (CVWMA). These funds are accounted for in the CVWMA's annual financial report and include the General Fund and all Special Project Funds. This policy applies to all transactions involving the financial assets and related activity of all funds.

DELEGATION OF AUTHORITY

Responsibility for the overall financial management of the CVWMA rests with the Executive Director. In accordance with the CVWMA By-Laws, the Executive Director may appoint employees in accordance with the budget and pay and classification plan as adopted by the CVWMA. The Deputy Executive Director is designated as Investment Manager.

OBJECTIVES

SAFETY – The Executive Director or her/his designated Investment Manager has fiduciary responsibility as investment manager regarding the public funds, therefore safety, and the preservation of capital, shall be the primary objective.

LIQUIDITY – Maintenance of sufficient liquidity to meet operating cash requirements is essential to the CVWMA's investment policy.

RETURN – The CVWMA seeks to attain a market rate of return on its investments, consistent with constraints imposed by its safety objectives, cash flow considerations and laws of the Commonwealth that restrict placement of certain public funds. The CVWMA's Investment Manager will represent the CVWMA's best interest in seeking to remove constraints to the efficient investment of funds.

All participants in the investment process shall act responsibly as custodians of the public trust. The investment manager shall avoid any transaction that might impair public confidence in the CVWMA's effectiveness.

PRUDENCE

Investments shall be made with judgment and care under prevailing circumstances which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment considering the probable safety of their capital as it relates to the probable income to be derived.

The standard of prudence to be used by the Investment Manager shall be the "prudent person" and shall be applied in managing an overall portfolio. Investment officials acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual investment vehicle's performance, provided that deviations from expectations are reported in a timely manner and appropriate action is taken to control adverse developments.

ETHICS AND CONFLICTS OF INTEREST

The Executive Director and any employees designated by the Executive Director involved in the investment program shall refrain from personal business activity that could conflict with proper execution of the investment program or that could impair their ability to make impartial investment decisions.

No employee shall own stock or have any financial interest in any company awarded contracts by the CVWMA except in publicly traded mutual funds.

Employees shall subordinate their personal investment transactions to those of the CVWMA, particularly regarding timing of purchases and sales.

INTERNAL CONTROLS

The Investment Manager, with approval by the Executive Director, shall carry out the execution of all investments.

The Code of Virginia, this investment policy and generally accepted accounting policies, play a significant role in the annual audit function conducted by an Independent Certified Public Accounting Firm.

The study and evaluation of internal control is a valuable part of the annual audit, with the management letter issued by the auditors bringing to light any significant weaknesses in the current internal control structure.

AUTHORIZED INVESTMENTS

Authorized investments for public funds are limited to those set forth in Chapter 18, Section 2.1-328 of the Code of Virginia.

Investment vehicles for the CVWMA shall further be restricted in consideration of the size of the portfolio and the absence of professional investment personnel.

The CVWMA may invest in any and all funds belonging to it or in its control in the following:

1. Obligations of the Commonwealth of Virginia, including stocks, bonds, notes and other evidences of indebtedness of the Commonwealth, and those unconditionally guaranteed as to the payment of principal and interest by the Commonwealth of Virginia.
2. Obligations of the United States, including stocks, bonds, notes and other evidences of indebtedness of the United States, its agencies or government sponsored corporations. These securities can be held directly or in the form of a registered money market or mutual fund provided that the portfolio of the fund is limited to such evidences of indebtedness.
3. Certificates of deposit and time deposits of Virginia banks and savings institutions federally insured to the maximum extent possible and collateralized under the Virginia Security for Public Deposits Act, Section 2.1-361 of the Code of Virginia.

4. “Prime Quality” commercial paper, including bankers acceptances, with a maturity of 1 year or less, issued by corporations organized under the laws of the United States, with a rating no lower than P-1 by Moody’s Investor Service AND A-1 by Standard and Poor’s Corporation.
5. Overnight, term or open Repurchase Agreements collateralized by U.S. Treasury/Agency Securities. The collateral for overnight or one day repurchase agreements is required to be at least 100% of the value of the repurchase agreement.
6. Commonwealth of Virginia Local Government Investment Pool (LGIP) – convenience and cost effectiveness are primary advantages in using the LGIP as an investment vehicle.

REPORTING

Periodic reporting of portfolio position and investment performance results will add an element of accountability and discipline to the CVWMA’s investment program.

The Investment Manager shall prepare and incorporate into a quarterly report to the CVWMA Audit Committee an account of investment activity for the quarter ended. The report will show the details of the portfolio’s position at quarter end and will include current yield, investment income and investment income compared to budget projections.