

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF THE TREASURY**

REQUEST FOR PROPOSALS # CMI 06 - 006

for

VIRGINIA EMPLOYMENT COMMISSION

BANKING SERVICES

**J. BRAXTON POWELL
TREASURER OF VIRGINIA**

Kelley S. Denton, VCO
Procurement Officer

January 30, 2006

REQUEST FOR PROPOSALS
CMI 06-006

ISSUE DATE: January 30, 2006

TITLE: Virginia Employment Commission Banking Services

ISSUING AGENCY: Attn: Kelley Denton VCO, Procurement Officer
Commonwealth of Virginia
Department of the Treasury
P.O. Box 1879
Richmond, Virginia 23218-1879

USING AGENCY: Virginia Employment Commission (VEC)

Initial Period of Contract: On or before July 1, 2006 through June 30, 2009 With Two (2) Additional One (1) Year Renewal Periods in Accordance with the Terms and Conditions herein.

Sealed Proposals Will Be Received **until 1:00pm Friday February 24, 2006** For Virginia Employment Commission Banking Services described herein. Offerors' names shall be read aloud.

All Inquiries Shall Be Directed To: Kelley Denton by phone - (804) 786 - 4741, by fax - (804) 225-3187 or e-mail – kelly.denton@trs.virginia.gov. Written (fax or 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, Virginia Employment Commission Banking Services RFP # CMI 06-006.

If Proposals Are Hand Delivered, Deliver To: Virginia Employment Commission Banking Services, RFP # CMI 06-006, Commonwealth of Virginia, c/o Department of the Treasury, James Monroe Building - 3rd Floor, 101 North 14th Street, Richmond, Virginia 23219, Attn: Kelley Denton.

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 Banking 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:

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SECTION I PURPOSE

The purpose of this Request for Proposals ("RFP") issued by the Department of the Treasury ("Treasury") is to solicit sealed proposals from qualified financial institutions to establish a contract through competitive negotiations for the purchase of banking services for the Virginia Employment Commission. While it is the intent to award all services to one contractor, Treasury reserves the right to make multiple awards.

SECTION II BACKGROUND

The Virginia Employment Commission (VEC) is the State agency designated to carry out the Commonwealth's Unemployment Compensation (UC) Programs. These programs are provided in accordance with both federal and State statutes in conjunction with the U.S. Department of Labor. To successfully meet certain financial program requirements, the VEC through the Treasury utilizes a unique banking structure. This RFP addresses three (3) of those accounts; UC Clearing, UC Benefits, and the Trade accounts:

A. UC Clearing Account – Controlled Disbursing Account

This account is used as a "clearing account" for the deposit of tax contributions paid by entities with employees in the Commonwealth of Virginia. Quarterly payments are processed internally by the VEC as well as other payments received during non-peak periods. In either case, deposits are made directly into the UC Clearing Account.

For fiscal year 2005, an average of 40,000 items were deposited monthly. \$536 million is deposited annually. Some payments are deposited by ACH. Once funds are deposited and collected they are required to be immediately wired to the Federal Unemployment Trust Fund at the New York Federal Reserve Bank. On a monthly basis, a transfer is made to the Treasurer of Virginia Account for penalties and interest received from employers.

Individual payments of \$10,000 or more are batched and deposited separately to be processed for next day availability. Disbursements from this account are issued periodically throughout the year. Approximately 1,200 checks were paid from the account per month.

B. UC Benefits Account – Controlled Disbursing Account

This account is used to disburse benefit payments to UC claimants. The VEC processes UC claims internally on a continuous basis and prepares and mails benefit checks to qualified claimants daily. Each day the VEC retrieves from the bank's information reporting system the amount needed to fund check clearings and requests a same-day drawdown of funds from the Federal Unemployment Trust Fund to the UC Benefit Account. Deposits made to this account represent checks returned to the VEC unclaimed by claimants and return of overpayments by claimants. Check volumes vary somewhat due to the seasonal and cyclical nature of UC claims. During fiscal year 2005, 1,470,000 benefit checks were issued.

C. Trade Account

The Federal Trade Act program is established as a 100% federally funded program under the U.S. Department of Labor to aid claimants who are unemployed as a result of foreign competition. The VEC is responsible to pay claimants through this program in addition to any unemployment compensation that may be due the claimant.

The Trade Account is used for the disbursement of benefit payments to such claimants. Claims are processed internally and checks are prepared by the VEC. On a periodic basis, the VEC calculates the amount needed to clear checks and requests a drawdown from the U.S. Department of Labor. The calculation is currently based on the total amount of checks issued and historical information.

(The VEC also uses the General Account of the Treasurer of Virginia primarily for administrative purposes. The VEC will use this account at the selected financial institution.)

In order to carry out its statutory mandates and meet its performance objectives, it is important that the VEC have a successful working relationship with its financial institution. In regard to relationship management, there should be effective communications between the Contractor and the VEC, and the bank should be willing and able to provide objective advice, periodic contact, specific operational capabilities, rapid problem solving, and reasonably priced services.

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this contract are required in order to obtain full points as specified in **Section V. See Appendix B** for reporting format. By submitting a proposal, Offerors certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP could result in the rejection of the proposal.

SECTION III STATEMENT OF NEEDS

The Contractor shall provide the following services:

A. Bank Account Structure and Funds Flow

1. The following accounts will be provided to facilitate the desired account structure:
 - a. UC Clearing Account for deposit of all employer tax contributions received at the VEC. Check disbursement services for refund of employer overpayments will be made using a Controlled Disbursing Account (CDA). (This will not be a zero balance account. There is no master account assigned to this account. This account will be funded daily by either a wire transfer or deposits to cover disbursements.)
 - b. UC Benefits Account for disbursement of benefit payments to claimants using a Controlled Disbursing Account (CDA). (This will not be a zero balance account. There is no master account assigned to this account. This account will be funded daily by a wire transfer to cover disbursements.)
 - c. Trade Account for disbursement of benefit payments to claimants using a Demand Deposit Account (DDA).
2. Full Account Reconciliation Services shall be provided for each account. Provide sample reports. The Contractor shall provide/perform the following to ensure an accurate reconciliation:
 - a. Correct all encoding errors prior to positive pay.
 - b. Process check issue files on the day they are received via data transmission for each account.
 - c. Maintain outstanding checks for 24 months from the date of issue. (Example: Checks dated July 1, 2004 through June 30, 2005 will be purged as of the June 30 reconciliation in July, 2006.)
 - d. Retain the stop payments on the system for 24 months from the date the stop payment was placed. (Example: If a stop is placed on February 10, 2005 for an issue date of July 1, 2003, the stop would remain on the system until February 10, 2007.)
3. The Contractor shall provide Positive Pay services with daily notification to specified contacts. The Commonwealth should have the ability to make pay/return decisions on-line for exceptions. The Contractor should also provide Teller Positive Pay services in conjunction with Positive Pay to assist with cashing items by recipients who produce valid identification.

Treasury is interested in Payee Match Positive Pay. Explain your Bank's capabilities regarding the ability to capture the payee name on the check and match it to the data in the issue file. Approximately how long have you been offering this service? How many customers are currently using this service?

4. The Contractor shall provide images of all checks and provide index data to locate paid check images. At a minimum, this will include a weekly CD-ROM. The Commonwealth also requests input on a complete image solution for check copies. The solution should have the ability to perform secured storage of and access to check images with the ability to access images over a LAN for Treasury personnel and the Internet for other agencies. A master index of all check images should be provided with the ability to include custom data in the index in order to facilitate dynamic search capability for archived items using the following criteria: check amount, paid date, and check number. At a future date we intend to investigate the capability of searching on payee name and/or social security – tax ID number. Also, in the near future Treasury intends to migrate to a file transfer of images versus a CD-ROM. The system should operate under standard Windows platforms.

- a. The Contractor shall implement a quality control program internally that ensures the quality and accuracy of the reference information on the check images and index.
 - b. The Contractor shall provide check copies at no charge when the image quality does not satisfy the needs of the Commonwealth, or if an image is missing. This will apply only to specific requested check copies that are generally low in volume.
 - c. Treasury is currently using software provided by Yojna, Inc., a software company in Michigan. The bank that currently holds the disbursement contract has an agreement with Yojna to provide this service to Treasury. The winning proposal does not have to include Yojna as a solution to the image requirement. An alternative can be submitted. If you are interested in knowing more about the Yojna system, you can contact Karen Mays at (817) 514-7511.
5. All checks shall be truncated. Explain how long the original checks will be retained prior to destruction.
 6. The Bank Reconciliation Department at Treasury currently has on-line access to the Account Reconciliation System of the current vendor using a dedicated line. The purpose of this request is to give Treasury's Bank Reconciliation staff the ability to view the bank's ARP system in order to observe the entire history of an item from the time it has been issued until it has been paid, stopped, or reissued. Access is limited to specific Treasury personnel by account number. Although this is not a requirement of the Request for Proposals, this is Treasury's preferred method of determining the complete status of a check. Explain how you would provide this information.
 7. Automated Stop Payment services shall be provided. Stop payments shall be active for 24 months.
 8. The Contractor shall provide a means to identify and return any and all unauthorized ACH debits. The Commonwealth will give the Contractor information on legitimate ACH debits. All others will be returned to the originator and not posted to the Commonwealth's accounts.
 9. The Contractor should provide electronic account analysis capabilities utilizing the most current Treasury Management Association (TMA) service codes, transmitting data in the format established by the American National Standards Institute's (ANSI) Accredited Standards Committee (ASC) X12 in Transaction Set 822, the EDI standard for customer account analysis.
 10. Provide terminal-based and telephone wire transfer capabilities for all accounts. The VEC shall initiate repetitive wire transfers from the UC Clearing Account to the Federal Unemployment Trust Fund daily for all available balances in excess of cash needs. The VEC shall initiate periodic wires from the Clearing Account to the Treasurer of Virginia Account and from the Benefits Account to the Trade Account.
 11. Provide an information reporting system including at a minimum: CDA clearings, collected balances, images, incoming ACH transactions, and incoming wire transfers.
 12. Returned deposited items should be debited to the account of original deposit. A single debit should be made for the total of all returned items processed each day. Provide a descriptive debit advice with the returned items. An online report should be available which provides details of each returned item.

B. Paycard

The Virginia Employment Commission is currently in the process of implementing a benefit card (debit card) for the distribution of unemployment benefits. The contract for the card was previously awarded as part of another RFP, however the successful bidder on this contract will be responsible for transitioning the VEC from a paper check environment to the ACH. In addition to the Paycard option, individuals receiving benefits who have a bank account will have the option of receiving an ACH direct deposit to their personal account. Once this program is fully implemented, the VEC will be sending NACHA files to the bank including individual ACH

credits for either beneficiaries' existing bank accounts or for new accounts which have been opened by the paycard vendor. There will also be a small volume of checks for related functions. It is expected that this transition will happen some time in the first year of this contract (July, 2006 to March 2007). It is not known at this time, but most likely the transition will take place in phases; check volume would not convert immediately to ACH.

C. General Needs

1. The Contractor will be expected to consult with the VEC concerning improvements and recommendations regarding the efficiency of the operation.
2. Occasionally it can happen that there is an overdraft in one of the accounts listed above. Please explain how you would handle this situation. Specifically, do you impose a service charge for each individual check that is presented in the event of an overdraft? Would you send individual overdraft notices for each check? Would you pay the checks?

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 the Department of the Treasury. Additional copies shall be provided upon request.

2. Proposal Preparation:

- a. Submission of Materials. An authorized representative of the Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in the Commonwealth requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. The Commonwealth may reject proposals, which are substantially incomplete or lack key information. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Small, Women-Owned, and Minority-Owned Business Reports. All information requested by this RFP on the ownership, utilization and planned involvement of small businesses, women-owned businesses, and minority-owned businesses shall be submitted. If an offeror fails to submit all information requested, the Commonwealth may require prompt submission of missing information after the receipt of the vendor proposals. (See **Appendix B**.)
- c. Clarity of Proposals. 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.
- d. 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, sub-letter, 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 sub-letter should be repeated at the top of the next page. 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.
- e. 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.
- f. Ownership of Materials. Ownership of all data, materials and documentation originated and prepared for the Commonwealth pursuant to the RFP shall belong exclusively to the Commonwealth and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror shall invoke the protection of Section 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice shall specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret

material submitted shall 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 MAY RESULT IN THE REJECTION 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 a designated committee of the Commonwealth. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Commonwealth will schedule the time and location of these presentations. Oral presentations are an option of the Commonwealth and may or may not be conducted.

B. SPECIFIC REQUIREMENTS:

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

NOTE: All responses to the questions in this request for proposals (RFP) will become an integral part of the contract that is entered into between Treasury and the winning bidder. All responses are binding for the initial period of the contract.

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

TAB 2. General Qualifications:

1. Submit three (3) references including contact name, address, and telephone number. 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(ies) as a reference.
2. Provide an organizational chart.
3. Provide a list of contact personnel including senior level management who will be responsible for the relationship between the contractor and the Commonwealth of Virginia.
4. Provide an escalation hierarchy that identifies the roles, responsibilities, and phone numbers of each contact. Provide separate lists for implementation and the on-going relationship.
5. Provide a branch location listing for your Virginia branches.
6. What is your policy with regard to cashing Treasury of Virginia checks drawn on other banks?
7. What is your policy with regard to cashing Treasury of Virginia checks drawn on your bank? Specifically, do you have a service charge to cash checks for non-bank customers?

8. Discuss your commitment to quality. Include quality controls and measures used to evaluate the services required in this RFP. Discuss any unique approaches.
9. Discuss your approach to transition at the end of a Contract. Are you willing to support the Commonwealth during a transition period at the end of a Contract if necessary? State how you have historically handled Contract extensions to facilitate transitions at the end of a Contract.
10. Detail specific issues that may impact transitions.

TAB 3. Specific plans for providing the proposed goods/services including:

1. Address your financial institution's ability to provide the services noted in **SECTION III STATEMENT OF NEEDS**. Please restate each requirement and discuss whether or not you can provide the service, how you will provide the service or the extent to which you can provide the service, any alternatives you would recommend in addition to or in lieu of the stated objective, and reference any reports provided by your system.
2. Briefly describe your organization's current ACH operating environment including:
 - a. ACH software (type, version).
 - b. Level of support afforded the hardware and software.
 - c. Monitoring processes used to identify: duplicate files, timely receipt of files, and timely release of files.
 - d. Processing schedule with Federal Reserve Bank, file release schedule.
 - e. Warehousing capabilities.
3. Detail the provisions that will be made for customer service. Include appropriate contacts for inquiry resolution particularly in the areas of ACH processing, data transmission, account reconciliation, and product inquiries.
4. Provide a detailed task implementation schedule, indicating tasks and dates for completion of each. Assume a contract starting date of July 1, 2006.
5. Provide a well-defined systems backup plan for all services. Include your provisions for hardware, software and communications backup. Also, describe your disaster recovery plan. Does the plan include "hot site(s)" for emergency processing?
6. Include copies of any agreements that the Commonwealth would be expected to sign if your institution is awarded this contract.
7. The Contractor shall meet the **REPORTING AND DELIVERY REQUIREMENTS** as outlined in **SECTION VI**. Please restate each requirement and discuss whether or not you can provide the service; how you will provide the service or the extent to which you can provide the service; and any alternatives you recommend in addition to or in lieu of the stated objective.

TAB 4. Proposed Price:

1. Complete the price schedules in **SECTION XI PRICING SCHEDULE**, showing the cost for each service listed as well as the cost for any service not listed that your institution expects will be utilized

and billed for in the performance of this Contract. Tiered pricing is acceptable. **Due to the phase-in of the paycard/ACH, check volumes and ACH activity could change dramatically.**

2. Discuss any transition costs related to establishing the services requested.
3. Discuss transition costs that would be assessed at the end of the Contract.
4. Discuss any creative pricing or payment options that you can provide.
5. Provide your Earnings Credit Rate for analysis purposes for the past twelve months, and indicate the basis on which this rate is computed.
6. The VEC currently receives a monthly analysis statement with a semi-annual settlement in June and December. Can your financial institution support this method of payment?

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 and/or reduce costs.

TAB 6. Small, Women-Owned, and Minority-Owned Business Participation:

The Offeror should submit three (3) sets of data for small business, women-owned business minority-owned business: 1) ownership, 2) utilization of small, women-owned and minority-owned businesses for the most recent 12 months, and 3) planned involvement of small businesses, women-owned businesses and minority owned businesses on the current procurement. **Appendix B** contains the format for providing this information.

SECTION V EVALUATION AND AWARD CRITERIA

- A. 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:
1. Offeror's Qualifications -- This criterion includes the ability of the Offeror to meet the terms of the RFP, the quality controls in place to ensure a high-quality service, and any special processes that increase the Offeror's 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 35%)
 3. Pricing -- Charges should be broken down as outlined in Section X, PRICING SCHEDULE. While this area will be weighted heavily, it will not be the primary deciding factor in the selection process. (Weighted at 30%)
 4. Creativity -- The Commonwealth is interested in creative and innovative responses to this RFP. Consideration will be given to suggested alternatives or additional services offered which may not be specifically requested. (Weighted at 10%)
 5. Participation of Small, Women-Owned, and Minority-Owned Businesses -- Emphasis is on the past, current, and planned utilization of businesses in the three classes identified. (Weighted at 5%)
- 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, the issuing agency shall select the Offeror that, 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. See **Appendix A**.

SECTION VI REPORTING AND DELIVERY REQUIREMENTS

The Contractor shall meet the following reporting and delivery requirements.

- A. Provide end-of-month DDA statements. Statements should include all necessary supporting documentation including debit/credit memoranda and wire advices. Treasury shall receive statements no later than ten days after the end of the month.
- B. Provide a daily transmission of account transactions in the BAI format to Treasury's Bank Reconciliation System.

Transmissions are to be received by Treasury no later than 7:30 a.m. (Treasury does not import individual check data. A total of all checks paid for the day should be included along with all other transactions for the day.) File should be available using VPN or FTP technology.

- C. Treasury shall receive the monthly full reconciliation reports by the tenth business day of the following month.
 - 1. Reports
 - a. Settlement/Balance Sheet. (See Appendix F for details)
 - b. Paid, No Issue Report.
 - c. Diagnostic Summary Report of all stop payments processed.
 - d. Miscellaneous Debits/Credits Reports.
 - e. Consolidated Report.
 - f. Outstanding Settlement Report.
 - g. Recap of Posted Items for Paid Checks, Issues, Stops, Stops Removed, and Cancels with a total for each category by day.
 - h. DDA Statement.
 - 2. It is Treasury's preference that the reports listed in C.1. be provided in an image format. Explain your Bank's capability of delivering reports via image.
 - 3. Lists of miscellaneous adjustments of items not repaired for encoding errors prior to issuing reconciliation.
 - 4. Before the final ARP Reconciliation is done, a settlement sheet will be faxed to Treasury. The recon will not be finalized until email approval is received from Treasury. The fax should be received within five to seven business days after the end of the month and the final should be sent by overnight mail to arrive by the tenth business day following the last business day of the previous month.
 - 5. Provide an outstanding check file for all three accounts, via data transmission, annually to Treasury every January. See **Appendix D** for the file layout.
 - 6. Provide a file of purged checks via FTP/VPN. Include three hard copy printouts at fiscal year end (June 30) according to the following schedule.

Date of Data Transmission	Check Dates (Outstanding as of 6/30)
07/15/06	07/01/04 - 06/30/05
07/15/07	07/01/05 - 06/30/06
07/15/08	07/01/06 - 06/30/07

- D. Provide a float disbursement report monthly by the tenth business day of the following month for the UI Benefits Account.
- E. Claims for checks presented and paid under fraudulent endorsement, or that have been altered in a fraudulent manner should be settled no later than 60 days after notification of the claim by Treasury by issuing one of the following:
 - 1. An email will be sent advising of the credit or denial of the claim. The email should include the account number, name of the payee, check number, amount, date, and the bank's tracking claim number. A mailed copy of the letter is not needed.
 - 2. Provide a credit advice or debit advice that includes the forgery claim date, check number, and payee name.
- F. Provide a weekly transmission (FTP/VPN) of all paid items for all three accounts.
- G. A separate monthly account analysis should be mailed to the VEC to arrive by the tenth of the following month for each account:

Virginia Employment Commission
Attn: Trust Fund Accounting
Room 307
P.O. Box 1358
Richmond, VA 23218-1358

Commonwealth of Virginia Department of the Treasury
RFP# CMI 06-006 – Virginia Employment Commission Banking Services
Due: Friday, February 24, 2006 @ 1:00 p.m.

SECTION VII: OPTIONAL PRE-PROPOSAL CONFERENCE

There will not be a pre-proposal conference for this request for proposals.

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 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. Venue shall be in state or federal court located in Richmond, Virginia.
- 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*. 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, or disabilities, except where religion, sex or national origin 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.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value,

present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, offerors certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia 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 FORMS AND TERMS AND CONDITIONS: Failure to submit a proposal on the official state form provided for that purpose shall be a cause for rejection of the proposal. Modification of or additions to any portion of 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 offeror has questions about the specifications or other solicitation documents, the prospective 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.
 - 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 that 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 Issuing 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.
- 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, 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/furnish the goods 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 Issuing 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 Issuing 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 Issuing 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 Issuing Agency with all vouchers and records of expenses incurred and savings realized. The Issuing 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 Issuing Agency within thirty (30) days from the date of receipt of the written order from the Issuing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of 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 Issuing 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 that the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of Federal excise tax and transportation taxes. The Commonwealth's excise tax exemption registration numbers is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Omitted.
- S. **TRANSPORTATION AND PACKAGING:** Omitted.
- T. **INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. 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 coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits; require that the Commonwealth of Virginia be added as an additional named insured on Contractor's policy.
 2. Employers Liability - \$100,000.
 3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia is to be named as an additional named insured with respect to the services being procured. These coverages are to include Products and Completed Operations Coverage.
 4. Automobile Liability - \$500,000 - Combined single limit. (Only used if motor vehicle is to be used in the Contract.)
- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a Contract as a result of this solicitation, the Issuing Agency will publicly post such notice on the 3rd floor receptionist area, Department of the Treasury, 101 N. 14th Street, Richmond, Virginia, the DGS/DPS eVA website www.eva.state.va.us and on the Treasury website at www.trs.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, or disability or against faith-based organizations. 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 awarded Contractor will be expected to register with the eVA and the Ariba Commerce Services Network Vendor Registration Systems at the following website: www.eva.state.va.us or by calling the eVA Supplier Help Line at 1-866-289-7367. All Contractors 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 (\$25.00) or eVA Premium Vendor Registration Service (\$200.00), and complete the Ariba Commerce Services Network Registration. Treasury will issue a blanket purchase order to the Contractor annually. The Contractor will reference the purchase order number on each invoice submitted to Treasury. The eVA transaction fee will be billed to the Contractor at the point the blanket purchase order is issued. The maximum eVA transaction fee is 1% of each transaction or a maximum of \$500.00 for each transaction, whichever is less. The annual blanket purchase order is considered one transaction; therefore, the maximum eVA transaction fee that will be charged to the Contractor will be \$500.00 annually, for the term of the Contract.

SECTION IX SPECIAL TERMS AND CONDITIONS

- A. **ADVERTISING:** In the event a Contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Department of the Treasury will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **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.
- C. **AUTHORIZED USERS:** The Department of the Treasury (Treasury) is issuing this solicitation in cooperation with the **Virginia Employment Commission**. Requirements of this agency have been incorporated within this solicitation. Treasury is responsible for administering the program; therefore, correspondence should be directed to the issuing Agency.
- D. **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.
- E. **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, the agency shall select the Offeror that, 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.
- F. **BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror(s) proposal(s) will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
- G. **CANCELLATION OF CONTRACT:** The Issuing Agency 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. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. 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.

- H. **EXTRA CHARGES NOT ALLOWED:** No additional charges will be allowed under the Contract. Any changes to the scope of services that impact prices must be approved in advance by the Manager of Cash and Banking at the Department of the Treasury.
- I. **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 Issuing 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 and address of licensed insurance agent. The Contractor agrees to maintain such policy until the completion of the Contract and all money and property of the Commonwealth is remitted to the Commonwealth.
- J. **MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded Contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the Issuing Agency and/or from the Commonwealth's Department of General Services, Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the Contract, the Contractor agrees to furnish the issuing Agency the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
- K. **OPTIONAL PRE-PROPOSAL CONFERENCE:** There will not be a pre-proposal conference for this procurement.
- L. **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.
- M. **RENEWAL OF CONTRACT:** At a reasonable time (approximately 60 days prior to the Contract expiration date) and upon written agreement of both parties, this Contract may be extended beyond the initial three-year Contract period by the Commonwealth for a period of two successive one (1) year periods only under the terms and conditions of the original Contract, except as stated in (1) and (2) below.
- (1) If the Commonwealth elects to exercise the option to extend the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract prices of the original Contract, or the Contract prices of the original Contract increased/decreased by 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 12 months for which statistics are available.
 - (2) If during any subsequent renewal periods, the Commonwealth elects to exercise the option to extend the Contract for the second Additional one-year period, the Contract price(s) for the second additional one-year period shall not exceed the Contract price(s) of the first one-year extension period, or the Contract price(s) of the first one-year extension period increased/decreased by the percentage increase/decrease of the "Other Services" category of the CPI-W section for the Consumer Price Index of the United States Bureau of Labor Statistics for the latest 12 months for which statistics are available.

At a reasonable time (approximately 60 days prior to the Contract expiration date) the Commonwealth, may, at its sole option, give written notice to extend the terms of this Contract on a month-to-month basis for a period not to exceed six (6) months after the expiration of the original Contract or any renewal period. If necessary, such an

extension will serve as a transition period to implement the service with a different service provider. The Contractor will cooperate in any such transition. During such extension all services provided by the Contractor pursuant to the Contract shall continue to be performed in accordance with all applicable federal, State or local laws, ordinances, rules or regulations at the prices last agreed upon.

- N. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the Issuing Agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Issuing Agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.

SECTION X METHOD OF PAYMENT

Service charges are to be included in the Contractor’s monthly account analysis. The fees shall be paid through one of the following methods at the Commonwealth's option: compensating balances; a combination of compensating balances and direct fees; or an alternative method as specified in the Contractor's Proposal.

SECTION XI PRICING SCHEDULE

UC CLEARING ACCOUNT

<u>SERVICE</u>	<u>ANNUAL VOLUME</u>	<u>RATE</u>	<u>EXTENSION</u>
CDA Account Maintenance	12	_____	_____
Account Analysis Statement	12	_____	_____
Deposits	800	_____	_____
Unencoded Checks Deposited	480,000	_____	_____
Returned Deposited Items	2,000	_____	_____
Checks Paid CDA	14,400	_____	_____
Check Cashing Fee	14,400	_____	_____
Paid Check Image Maintenance	12	_____	_____
Paid Check Image: CD ROM Per Item	14,400	_____	_____
Paid Check Image: CD ROM Per CD	52	_____	_____
CDA Teller Cashed Float		_____	_____
ACH Corporate Credits Received	100	_____	_____
Wire Transfers In	10	_____	_____
Wire Transfers Out - PC Originated	240	_____	_____
Weekly Transmission of Paid Items	52	_____	_____
Daily BAI Transmission (Items Imported) VPN/FTP	2,500	_____	_____
Annual Purge of Stale-Dated Checks		_____	_____
FULL ARP Outstanding Issue Items on File	1,000	_____	_____
FULL ARP Per Item	14,400	_____	_____
FULL ARP Monthly Maintenance	12	_____	_____
Microfiche Report-Per Recon	12	_____	_____
Positive Pay Monthly Maintenance	12	_____	_____
Positive Pay Exception Item Image	100	_____	_____
Information Reporting Maintenance	12	_____	_____
Information Reporting Previous Day Report	12	_____	_____
Information Reporting Current Day Report	12	_____	_____
Information Reporting Check Status/Inquiry	100	_____	_____
Information Reporting Check Copy - Maint.	12	_____	_____
Information Reporting Check Copy Per Copy	100	_____	_____
Information Reporting Returned Check Report	12	_____	_____
Online Stop Payments	10	_____	_____
Other		_____	_____
IMPLEMENTATION/ONE-TIME SETUP CHARGE			_____
CONTRACT TOTAL			_____

NOTES:

1. ANNUAL VOLUME STATISTICS: Please note that volume statistics outlined above are estimated annual volumes and may not correspond to the way you charge for a particular service. If a particular charge is on another basis than noted, make appropriate changes in the "Volume" column. Proposals must estimate volumes for any line items where volume figures are left blank.
2. OTHER CHARGES: If there are other charges, they must be noted in "Other" spaces, clearly defined, and extended based on estimated volume. **THIS IS A REQUIREMENT. ANY CHARGE FOR SERVICES NOT ADDRESSED IN THE "STATEMENT OF CHARGES" IN YOUR PROPOSAL WILL NOT BE ALLOWED DURING THE COURSE OF THE CONTRACT.**
3. NC: If there is no charge for any of the services listed, notate with a "N/C" in the "Extension" column.
4. Approximate number of checks cashed at the teller window per year.
5. The reconciliation will be settled monthly with image CD's, provided weekly.

BENEFITS ACCOUNT

<u>SERVICE</u>	<u>ANNUAL VOLUME</u>	<u>RATE</u>	<u>EXTENSION</u>
CDA Account Maintenance	12	_____	_____
Account Analysis Statement	12	_____	_____
Deposits	650	_____	_____
Unencoded Items Deposited	1,000	_____	_____
Returned Deposited Items	50	_____	_____
Check Cashing Fee	15,000	_____	_____
Checks Paid-CDA **	1,500,000	_____	_____
Paid Check Image Maintenance	12	_____	_____
Paid Check Image: CD ROM Per Item	1,500,000	_____	_____
Paid Check Image: CD ROM Per CD	52	_____	_____
CDA Teller Cashed Float		_____	_____
ACH Corporate Credits Received	10	_____	_____
ACH Files Processed PPD Credits	250	_____	_____
ACH Maintenance	12	_____	_____
ACH Originated Items-PPD Credits **	1,500,000	_____	_____
ACH Returned Items	3,500	_____	_____
Notifications of Change (NOC)	25,000	_____	_____
ACH Returns/NOC: Reporting Charge	25,000	_____	_____
Daily BAI Transmission (Items Imported) VPN/FTP	2,500	_____	_____
Weekly Transmission of Paid Items	52	_____	_____
Annual Purge of Stale-Dated Items		_____	_____
FULL ARP Outstanding Issue Items on File	75,000	_____	_____
FULL ARP Per Item	1,500,000	_____	_____
FULL ARP Monthly Maintenance	12	_____	_____
Microfiche Report-Per Recon	12	_____	_____
Positive Pay Monthly Maintenance	12	_____	_____
Positive Pay Exception Item Image	500	_____	_____
Information Reporting Maintenance	12	_____	_____
Information Reporting Previous Day Report	12	_____	_____
Information Reporting Current Day Report	12	_____	_____
Information Reporting Check Status/Inquiry	5,000	_____	_____
Information Reporting Check Copy - Maint.	12	_____	_____
Information Reporting Check Copy Per Copy	5,000	_____	_____
Online Stop Payments	9,000	_____	_____
Wire Transfer In	240	_____	_____
Wire Transfer Out - PC Initiated	10	_____	_____
Other		_____	_____

IMPLEMENTATION/ONE-TIME SETUP CHARGE

CONTRACT TOTAL

**** Total payments will be 1.5 million. Initially all will be by check. Eventually almost all will be by ACH. In your pricing, take into account the shift from paper to ACH activity. Tiered pricing is acceptable for both checks paid and ACH activity.**

1. ANNUAL VOLUME STATISTICS: Please note that volume statistics outlined above are estimated annual volumes and may not correspond to the way you charge for a particular service. If a particular charge is on another basis than noted, make appropriate changes in the "Volume" column. Proposals must estimate volumes for any line items where volume figures are left blank.
3. OTHER CHARGES: If there are other charges, they must be noted in "Other" spaces, clearly defined, and extended based on estimated volume. **THIS IS A REQUIREMENT. ANY CHARGE FOR SERVICES NOT ADDRESSED IN THE "STATEMENT OF CHARGES" IN YOUR PROPOSAL WILL NOT BE ALLOWED DURING THE COURSE OF THE CONTRACT.**
3. NC: If there is no charge for any of the services listed, notate with a "N/C" in the "Extension" column.
4. Estimated number of checks cashed at teller window per year.
5. The reconciliation will be settled monthly with image CD's provided weekly.

TRADE ACCOUNT

<u>SERVICE</u>	<u>ANNUAL VOLUME</u>	<u>RATE</u>	<u>EXTENSION</u>
Account Maintenance	12		
Account Analysis Statement	12		
Deposits	105		
Unencoded Items Deposited	160		
Returned Items Deposited	10		
Check Cashing Fee	1,000		
Subaccount Maintenance	12		
Checks Paid-CDA	10,000		
Controlled Disbursing Acct Maintenance	12		
Paid Check Image Maintenance	12		
Paid Check Image: CD ROM Per Item	10,000		
Paid Check Image: CD ROM Per CD	52		
Daily BAI Transmission (Items Imported) VPN/FTP	2,500		
Weekly Transmission of Paid Items	52		
ACH Corporate Credits Received	5		
Wire Transfer In	240		
Wire Transfer Out - PC Initiated	5		
Annual Purge of Stale-Dated Items			
FULL ARP Outstanding Issue Items on File	1,000		
Transmission of Outstanding Items	1,000		
FULL ARP Per Item	10,000		
FULL ARP Monthly Maintenance	12		
Microfiche Report-Per Recon	12		
Positive Pay Monthly Maintenance	12		
Positive Pay Exception Item Image	250		
Information Reporting Maintenance	12		
Information Reporting Previous Day Report	12		
Information Reporting Current Day Report	12		
Information Reporting Check Status/Inquiry	500		
Information Reporting Check Copy - Maint.	12		
Information Reporting Check Copy Per Copy	300		
Online Stop Payments	15		
Other			
Other			
IMPLEMENTATION/ONE-TIME SETUP CHARGE			
CONTRACT TOTAL			

NOTES:

1. ANNUAL VOLUME STATISTICS: Please note that volume statistics outlined above are estimated annual volumes and may not correspond to the way you charge for a particular service. If a particular charge is on another basis than noted, make appropriate changes in the "Volume" column. Proposals must estimate volumes for any line items where volume figures are left blank.
2. OTHER CHARGES: If there are other charges, they must be noted in "Other" spaces, clearly defined, and extended based on estimated volume. **THIS IS A REQUIREMENT. ANY CHARGE FOR SERVICES NOT ADDRESSED IN THE "STATEMENT OF CHARGES" IN YOUR PROPOSAL WILL NOT BE ALLOWED DURING THE COURSE OF THE CONTRACT.**
3. NC: If there is no charge for any of the services listed, notate with a "N/C" in the "Extension" column.
4. Estimated number of checks cashed at teller window per year.
5. The reconciliation will be settled monthly with image CD's provided weekly.

SECTION XII APPENDICES AND DEFINITIONS

APPENDIX A
FORM OF COMMONWEALTH OF VIRGINIA CONTRACT

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

COMMONWEALTH OF VIRGINIA
Department of the Treasury
BANKING SERVICES VIRGINIA EMPLOYMENT COMMISSION
Contract Number CMI 06 - 006

This Contract is entered into this ___ day of ____, 2006 by _____, hereinafter called the "Contractor", and the Commonwealth of Virginia Department of the Treasury, hereinafter called the "Issuing Agency".

WITNESSETH that the Contractor and the Issuing 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 July 1, 2006 to June 30, 2009, **with two (2) successive one-year options to renew the Contract in accordance with the terms and conditions noted in the Contract.**

COMPENSATION AND METHOD OF PAYMENT: The service charges are to be included in the bank's monthly account analysis.

CONTRACT DOCUMENTS: The Contract Documents shall consist of:

- (1) This signed Contract;
- (2) The following portions of the Request For Proposals dated January 30, 2006:
 - (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 _____, 2006 and all written modifications to the Proposal, **including all written vendor responses**, all of which documents are incorporated herein.

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in Section 7.15 of 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

COMMONWEALTH OF VIRGINIA
Department of the Treasury

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

Commonwealth of Virginia Department of the Treasury
RFP# CMI 06-006 – Virginia Employment Commission Banking Services
Due: Friday, February 24, 2006 @ 1:00 p.m.

APPENDIX B
OFFEROR'S REPORT OF SMALL, WOMEN-OWNED, AND
MINORITY-OWNED BUSINESSES

**PARTICIPATION OF SMALL, WOMEN OWNED,
AND MINORITY OWNED BUSINESSES**

1. Participation by Small Businesses:

- a. Offeror certifies that it () is, () is not, a small business concern (including its affiliates) which is independently owned and operated. For the purpose of this procurement, a small business is a concern that is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the United States Small Business Administration.
- b. List small businesses with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data is available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

FIRM NAME, ADDRESS, PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	%TOTAL CO. EXPENDITURES FOR GOODS & SERVICES ***

***** WHEN FIGURING THE TOTALS IN THIS COLUMN, THE TOTAL EXPENDITURES FOR ALL THREE CATEGORIES (SMALL, WOMEN AND MINORITY-OWNED BUSINESSES) CAN NOT EXCEED 100%.*****

- c. Describe Offeror's plans to involve small businesses in the performance of this Contract either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

FIRM NAME, ADDRESS, PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	% OF TOTAL CONTRACT***

***** WHEN FIGURING THE TOTALS IN THIS COLUMN, THE TOTAL EXPENDITURES FOR ALL THREE CATEGORIES (SMALL, WOMEN AND MINORITY-OWNED BUSINESSES) CAN NOT EXCEED 100%.*****

2. Participation by Businesses Owned by Women:

- a. Offeror certifies that it () is, () is not, a women's business enterprise or women owned business. For the purpose of this procurement, a woman owned business is a concern that is at least 51 percent owned by a woman or women who also control and operate it. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

- b. List businesses owned by women with whom the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data is available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

FIRM NAME, ADDRESS, PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	%TOTAL CO. EXPENDITURES FOR GOODS/SERVICES WOMEN-OWNED BUS.***

*****WHEN FIGURING THE TOTALS IN THIS COLUMN, THE TOTAL EXPENDITURE FOR ALL THREE CATEGORIES (SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES) CAN NOT EXCEED 100%.*****

- c. Describe Offeror's plans to involve businesses owned by women in the performance of this Contract, either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

FIRM NAME, ADDRESS, PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	% OF TOTAL CONTRACT WOMEN-OWNED BUS.***

*****THIS COLUMN REFLECTS WHAT PERCENTAGE OF THE 100% VALUE OF THIS CONTRACT YOU WILL AWARD TO WOMEN-OWNED BUSINESSES*****

3. Participation by Businesses Owned by Minorities:
- a. Offeror certifies that it () is, () is not, a minority business enterprise or minority owned business. For the purpose of this procurement, a minority-owned business is a concern that is at least 51 percent owned by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to, African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, and Aleuts.
- b. List businesses owned by minorities with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data is available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

FIRM NAME, ADDRESS & PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	% TOTAL CO. EXPENDITURES FOR GOODS/SERVICES FROM MINORITY-OWNED BUS.***

*****WHEN FIGURING THE TOTALS IN THIS COLUMN, THE TOTAL EXPENDITURE FOR ALL THREE CATEGORIES (SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES) CAN NOT EXCEED 100%.**

- c. Describe Offeror's plans to involve minority businesses in the performance of this Contract, either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

FIRM NAME, ADDRESS & PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	% OF TOTAL CONTRACT MINORITY-OWNED BUS.***

*****THIS COLUMN REFLECTS WHAT PERCENTAGE OF THE 100% VALUE OF THIS CONTRACT YOU WILL AWARD TO MINORITY-OWNED BUSINESSES.*****

DEFINITIONS

For the purpose of this RFP, the following shall serve as definitions:

PERIOD is the specified 12-month period for which the information provided in this list is applicable and valid. The period will be specified as month and year.

FIRM NAME, ADDRESS AND PHONE NUMBER is the name address and business phone number of the small business, women owned business or minority owned business with which the Offeror has contracted or done business over the specified period or plans to involve on this Contract, as applicable.

CONTACT PERSON is the name of the individual in the specified small business, women owned business or minority owned business who would have knowledge of the specified contracting and would be able to validate the information provided in this list.

TYPE GOODS OR SERVICES is the specific goods or services the Offeror has contracted for from the specified small, women owned or minority owned business over the specified period of time or plans to use in the performance of this Contract, as applicable. The Offeror will asterisk (*) those goods and services that are in the Offeror's primary business or industry.

DOLLAR AMOUNT is the total dollar amount (in thousands of dollars) the Offeror has contracted for or has done business with the listed firm during the specified period or plans to use on this Contract, as applicable.

% TOTAL COMPANY EXPENDITURES FOR GOODS AND SERVICES is calculated by dividing the dollar amount of business conducted or contracted for with the indicated firm over the specified period by the total expenditure of the Offeror over the specified period for goods and services.

% OF TOTAL CONTRACT is calculated by dividing the estimated dollars planned for the indicated firm on this Contract by the total Offeror estimated price of this Contract.

SMALL BUSINESS is a concern that is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the United States Small Business Administration.

WOMAN-OWNED BUSINESS is a concern that is at least 51 percent owned by a woman or women who also control and operate it. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

MINORITY-OWNED BUSINESS is a concern that is at least 51 percent owned by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to, African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, and Aleuts.

APPENDIX C

**RECORD LAYOUT
ISSUED CHECKS (RECON)**

1. Header Record

Field	Length	Position	Format	Comments
Header Record Identifier	1	1	X	Constant "H"
Bank Number	4	2 – 5	X	Treasury Assigned
Agency Identifier	3	6 – 8	X	Treasury Assigned
Agency Contact Name	24	9 – 32	X	
Agency Contact Phone	10	33 – 42	X	
Transmission Date	8	43 – 50	X	MMDDYYYY
Filler	40	51 – 90	X	

2. Detail Record

Field	Length	Position	Format	Comments
Bank Number	4	1 – 4	X	Treasury Assigned
Check Number	8	5 – 12	X	Leading Zeros
Void Indicator ¹	1	13	X	Treasury Assigned
Check Amount	10	14 – 23	9	Leading Zeros
Transaction Code ²	2	24 – 25	X	
Issue Date	8	26 – 33	X	MMDDYYYY
Agency Code	3	34 – 36	X	
Social Security Number	9	37 – 45	X	
Payee Name	45	46 – 90	X	

3. Trailer Record

Field	Length	Position	Format	Comments
Trailer Record Identifier	1	1	X	Constant "T"
Bank Number	4	2 – 5	X	Treasury Assigned
Transmission Record Count	6	6 – 11	X	
Transmission Amount	14	12 – 25	9	Leading Zeros
Filler	65	26 – 90	X	

(1) Valid Void Indicators: **0** (zero) = Issued Checks
 V = Voided Checks

(2) Valid Transaction Codes: **01** (zero and one) = Issued Checks
 26 = Voided Checks

APPENDIX D

Outstanding Checks Record Layout
(Produced Annually)

1. Header Record

<u>Field</u>	<u>Length</u>	<u>Position</u>	<u>Format</u>	<u>Comments</u>
Header Record Identifier	1	1	X	Constant "H"
Bank Account Number Zero Filled	16	2-17	X	Right Justified
Bank Name	30	18-47	X	
Month End or Quarter End Date	8	48-55	X	YYYYMMDD
Filler	29	56-84	X	

2. Detail Outstanding Record

<u>Field</u>	<u>Length</u>	<u>Position</u>	<u>Format</u>	<u>Comments</u>
Check Number	8	1-8	X	Leading Zeros
Check Amount	10	9-18	9	Leading zeros
Issue Date	8	19-26	X	YYYYMMDD
Agency Code	3	27-29	X	
Social Security Number	9	30-38	X	
Payee Name	46	39-84	X	

APPENDIX E

RECORD LAYOUT – PAID ITEMS

Proposed File Format

position 1-13	account #	field length 13
position 14-23	Check #	field length 10
position 24-33	check amount	field length 10
position 34-41	yyyymmdd	field length 8
position 42	blank	
position 43-51	SSN	field length 9
position 52-57	Name	field length 6

APENDIX F

INFORMATION INCLUDED IN THE SETTLEMENT SHEET
(Needed for each account)

Full Reconciliation Balance Sheet

Reconciliation of Debits Cut Off Date:

Checks Paid on Reconciliation Reports

Miscellaneous Debits

Credit Adjustments

Miscellaneous Adjustments

Debit Adjustments

Total Debits This Reconciliation Period

Total Debits from Bank Statement

Outstanding Settlement

Previous Outstanding Balance

Stops Removed

O/S Amount Changes

O/S Deletions

Total Adjustments to Previous Outstanding

New Issues Received

Manual Issues

Rejected Issues

Next Period Issues

Total Issues

Cancelled Issues

Stopped Issues

Additional Adjustments

Checks Paid-No-Issue

Checks Paid this Period

Issues Rec'd for Prev PNI

Total Paid Checks Matches to Issues

Total Outstanding this Reconciliation Period

Total Outstanding From Reconciliation Reports

A detail sheet of the Credit Adjustments with an explanation

A detail sheet of the Debit Adjustments with an explanation

A detail sheet of the Miscellaneous Adjustments with an explanation

A detail sheet of the Additional Adjustments with an explanation

Commonwealth of Virginia Department of the Treasury
RFP# CMI 06-006 – Virginia Employment Commission Banking Services
Due: Friday, February 24, 2006 @ 1:00 p.m.

RECAP Of Items Posted

Account Number

A break down by day of the total items and dollars processed for Paid Checks, Issues, Stops Placed, Stops Removed and Cancels.

A total for the month of each category named above.