

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF THE TREASURY**

**REQUEST FOR PROPOSALS # CMI 08-001**

for

**DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL  
REGULATION**

**LOCKBOX SERVICES**

**J. BRAXTON POWELL  
TREASURER OF VIRGINIA**

Kelley S. Denton, VCO  
Procurement Officer

8/24/07

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

**REQUEST FOR PROPOSALS**

**# CMI 08-001**

**ISSUE DATE:** 8/24/07

**TITLE:** Virginia Department of Professional and Occupational Regulation  
Lockbox 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:** Department of Professional and Occupational Regulation (DPOR)

Initial Period of Contract: On or before April 1, 2008 through March 31, 2011 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, September 21, 2007** For Department of Professional and Occupational Regulation Lockbox Services described herein.

All Inquiries Shall Be Directed To: Kelley Denton by phone - (804) 786 - 4741, by fax - (804) 225-3187 or e-mail – [kelley.denton@trs.virginia.gov](mailto:kelley.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, Department of Professional and Occupational Regulation Lockbox Services # CMI 08-001

If Proposals Are Hand Delivered, Deliver To: Department of Professional and Occupational Regulation Lockbox Services, RFP # CMI 08-001, 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 Proposal 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 Proposals 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:

## **TABLE OF CONTENTS**

SECTION I	PURPOSE	4
SECTION II	BACKGROUND	4
SECTION III	STATEMENT OF NEEDS	5
SECTION IV	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	7
SECTION V	EVALUATION AND AWARD CRITERIA	11
SECTION VI	REPORTING AND DELIVERY REQUIREMENTS	12
SECTION VII	OPTIONAL PRE-PROPOSAL CONFERENCE	13
SECTION VIII	GENERAL TERMS AND CONDITIONS	14
SECTION IX	SPECIAL TERMS AND CONDITIONS	20
SECTION X	METHOD OF PAYMENT	23
SECTION XI	PRICING SCHEDULE	24
SECTION XII	APPENDICES and DEFINITIONS	27
	APPENDIX A – FORM OF COMMONWEALTH OF VIRGINIA CONTRACT	
	APPENDIX B – SMALL BUSINESS SUBCONTRACTING PLAN	
	APPENDIX C – DEFINITION OF CERTAIN TERMS	
	APPENDIX D – LOCKBOX GUIDELINES	
	APPENDIX E – SAMPLE REMITTANCE DOCUMENTS	
	APPENDIX F – DATA RECORD LAYOUT	
	APPENDIX G – VOLUME/ACTIVITY	

## **SECTION I PURPOSE**

The purpose of this Request for Proposals ("RFP") issued by the Commonwealth of Virginia's Department of the Treasury on behalf of the Department of Professional and Occupational Regulation, is to establish a contract through competitive negotiation for Lockbox Services. This will be accomplished by soliciting sealed proposals from qualified financial institutions licensed to do business in the Commonwealth of Virginia.

## **SECTION II BACKGROUND**

The Commonwealth of Virginia is requesting proposals from financial institutions to provide lockbox services for receipt and processing of fees for the Department of Professional and Occupational Regulation.

The Department of Professional and Occupational Regulation (the Department) administers professional and occupational regulatory services and activities on behalf of the following Regulatory Boards:

The APELSCIDLA Board including the professions of:

- Architects
- Professional Engineers
- Land Surveyors
- Landscape Architects
- Professional Corporations
- Business Entities
- Certified Interior Designers

The Board for Barbers and Cosmetology

The Auctioneers Board

The Board for Waterworks/Wastewater Works Operators

The Board for Hearing Aid Specialists

The Board for Opticians

The Polygraph Examiners Advisory Board

The Board for Branch Pilots

The Real Estate Board including:

- Property Registration

The Board for Contractors including:

- Tradesman

The Real Estate Appraiser Board

The Fair Housing Board

The Board for Asbestos Lead and Home Inspectors

The Board for Geology

The Board for Professional Soil Scientists and Wetland Professionals

The Board for Waste Management Facility Operators

The Cemetery Board

Professional Boxing and Wrestling

The Department performs both regulatory and administrative functions to assist the operation of these Boards, including issuing licenses, registrations, certifications, and license renewals to qualified persons; administering examinations; maintaining records of the licensing history and qualifications of regulants; investigating and enforcing statutes and regulations pertaining to the Department and the Boards; and collecting and accounting for all fees collected.

The Department collects fees for original applications for licensure, examinations, and renewals of licenses, as well as a variety of fees for other licensing services or activities. Through the Department's coding system, all fees collected are identified and accounted for both by type of fee and by Board, and in many cases, by specific

occupation within the Board. (A listing of the coding structure currently in place will be provided upon request.) It is necessary that all fees be credited to the Board for which they are collected, specifically, the revenue source code, so that the Department can accurately account for the financial activity of each Board as required by statute.

The Department has internal systems and procedures currently functioning under a lockbox arrangement, and prefers to continue to utilize those systems and procedures as much as possible so there will be minimal impact on Department operations.

The Department operates on a fiscal year that runs from July 1 through June 30. The volume of fees processed through lockbox averages about 125,000 in a fiscal year, representing total collections of approximately \$7,500,000 to \$8,000,000. Only license renewal fees are currently processed through lockbox. Credit card payments have averaged about 2,500 per year. The remaining volume is check payments. All payments are received at the post office box. The volume of fees collected is generally expected to increase about 2% - 5% annually. In addition to normal growth, volume may be impacted by changes in legislation or regulation that alter requirements for regulation in particular occupations or professions, or by legislation that requires new regulation. It is not unusual for the Department to add one or two new regulatory programs during a two-year cycle, which may increase the volume of fees processed. The Department also occasionally deregulates a program, which decreases the volume of fees processed. The overall trend is toward increasing volumes each year.

Of all the fees collected, license renewals are the most stable. Most renewal fees are collected on a staggered basis, with a fairly consistent volume of fees received each month. Renewals for some of the Boards with smaller volumes are not staggered, but instead all license renewals become due at the same time. Renewal schedules and timeframes are established by regulation, and are subject to change or revision.

The total lockbox volume for the Department may be reduced in late 2008 when a new licensing system is introduced. This system will include Internet payments. Although the Department already processes on-line renewals, the new system could have an impact on the lockbox volume.

### **SECTION III STATEMENT OF NEEDS**

The Contractor shall provide the following services:

#### **Lockbox Services:**

1. The Contractor shall provide a retail lockbox for processing the Department's fees using OCR scannable documents.
2. The Contractor shall process all payments for the Department according to lockbox guidelines in Appendix D.
3. The Contractor shall provide multiple mail pickups from the post office box located in Virginia. The Department prefers using the existing, established post office box at the Brook Road Post Office, but this is not a requirement of this request for proposals. However, provisions shall be made for a transition period at the beginning and end of the contract, providing pick-up of mail addressed to the established post office box.
4. All processable payments received shall be deposited on the day of receipt and should be credited to a zero balance account (ZBA).
5. The contractor shall provide secure imaging and photocopy services to the Department, allowing Department staff to view payment documents, related checks or credit card forms, and correspondence. Documents shall be available for viewing on-line beginning the day after deposit up to at least 60 days after deposit. The contractor shall then provide a method of viewing the images for the period of 60 days up to 3 years after deposit date.

6. The Contractor shall provide a daily lockbox data file for transmission and each batch shall be limited to 300 payments.
7. The Contractor shall transmit the lockbox file daily according to the information below:
  - a. The preferred transmission method is by secure FTP
  - b. An error correcting transmission scheme shall be employed to eliminate a need to re-transmit lockbox files
  - c. An acceptable back up methodology shall be established for transmissions (See Appendix F for file format)
8. The Contractor shall process lockbox receipts where credit cards are used for payment. The Department accepts credit cards from Visa, MasterCard, Discover, and American Express. The Contractor will credit the Department for the gross amount of the credit card payments, and bill the Department for any fees. It is the intention of the Department to maintain the merchant bankcard relationship with NOVA Information Systems.
9. All items returned for non-sufficient funds shall be re-deposited once.
10. Returned deposited items will be debited against a separate Dishonored Check Account to be designated by the Department.
11. The Contractor shall provide a separate account analysis statement for the Department's lockbox activity.
12. The Department's Lockbox Account analysis statement shall be linked to the General Account's consolidated account analysis.
13. The Contractor should provide electronic account analysis capabilities utilizing the most current Treasury Management Association (TMA) service codes.
14. The Contractor shall provide daily courier service to the Department for lockbox information and documents.
15. The Contractor shall provide weekly statements for the ZBA account or provide Internet access to weekly statements of the ZBA account activity.

## 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 WILL 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 a list of contact personnel including senior level management who will be responsible for the relationship between the contractor and the Commonwealth of Virginia.
3. Discuss the extent of your commitment to lockbox services.
  - a. Location(s) of lockbox processing sites
  - b. Length of lockbox experience
  - c. Number of lockbox employees (Part-time and full-time)
4. Provide information on lockbox volumes including:
  - a. Number of lockbox customers at the proposed site
  - b. Monthly and annual lockbox volumes at the proposed site
  - c. Location of the proposed lockbox site
5. Discuss your commitment to quality. Include quality controls and measures used to evaluate the services required in this RFP. Discuss any unique approaches.
6. Briefly describe the current lockbox operating environment.
  - a. Hours of operation
  - b. Hardware and software
  - c. Transmission security
7. 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.

**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. Provide your mail pick up schedule and the percentage of mail available with each run. When is this mail available for processing by the lockbox department?
3. Detail the provisions that will be made for customer service. Include appropriate contacts for inquiry resolution particularly in the areas of lockbox processing and data transmission. Include the following:
  - a. Hours of Operation
  - b. Availability of staff capable of resolving lockbox inquiries
  - c. Response time to customer inquiries
  - d. Toll-free access availability or on-line help
4. Provide a detailed schedule for implementation indicating tasks and dates for completion of each. Assume that initial processing would begin on April 1, 2008.
5. Provide a well-defined systems backup plan for all services. Include your provisions for hardware, software and communications backup. Also, indicate if you have a disaster recovery plan.
6. Describe the process for handling overnight/express mail at your lockbox facility. When will this mail be available for lockbox processing? Can overnight/express mail be sent to the lockbox street address?
7. Describe the processing deadline that would be necessary to meet the transmission deadline.
8. Briefly describe your data transmission/file transfer capabilities and options.
9. 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.
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 (i.e. T-Bill, Fed Funds, etc.) on which this rate is computed.
6. Can you support a quarterly settlement period for analysis purposes?
7. Contractor shall provide Treasury an account analysis statement for the DPOR Lockbox

**TAB 5.** Creative solutions and alternative suggestions:

The Commonwealth is especially interested in converting as many paper payments to electronic means as possible. In light of this, 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. Present your alternative solutions to lockbox.

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

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. 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 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 15%)
  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 30%)
  3. Pricing -- Charges should be broken down as outlined in Section XI, 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 5%)
  5. Small Business Subcontracting Plan -- Emphasis is on the planned utilization of businesses in the three classes identified. (Weighted at 20%)
- B. Award of Contract: Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request For Proposals, including price, if so stated in the Request For Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, 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. General Services

1. The Contractor will mail the monthly account analysis statement that reports the bank services provided, items processed, rate and total service charge for lockbox by the tenth business day of the following month directly to the:  
Department of the Treasury  
Attention: Cash Management  
101 North 14<sup>th</sup> Street  
3<sup>rd</sup> Floor – James Monroe Building  
Richmond, VA 23219

The Contractor will also provide a weekly statement, listing the deposits and ZBA transfers, mailed to the:

Department of Professional and Occupational Regulation  
Attention: Revenue Accounting  
9960 Mayland Drive, Suite 400  
Richmond, VA 23233.

2. The Contractor will provide to the Department a returned deposited items report upon occurrence that includes the following. (Actual dishonored checks or images of the dishonored checks will be included with the report):
  - a. Debit date
  - b. Debit amount of each item
  - c. Total debit amount
  - d. Number of items enclosed
  - e. Account number

### B. Lockbox Reports for renewal fees

1. The Contractor will provide a hard copy report by 10:30 a.m. each business day to the Department of Professional and Occupational Regulation at 9960 Mayland Drive, Suite 400, Richmond, VA 23233, Attn: Revenue Processing, containing the following information:
  - a. Listing of each transaction sorted by batch
  - b. Listing of each transaction sorted by revenue source code
  - c. Listing of all batches processed, with item and dollar value totals
  - d. The transaction listings sorted by batch and by revenue source code must detail the following for each transaction:
    - Certificate number
    - Batch number
    - Due date
    - Process date
    - Item number
    - Film sequence (May not be needed if 'Item Number' provides enough information to identify a request for a photocopy.)
    - Amount paid
2. By 10:30 a.m. each day, the Contractor will provide the following items to the Department at 9960 Mayland Drive, Suite 400, Richmond, VA 23233, Attn: Revenue Processing:
  - a. All correspondence with original envelope and license number
  - b. All un-processable items with explanation

- c. Any other supporting documents needed to substantiate the daily deposit and work processed
3. Lockbox data files shall be submitted by the Contractor via data transmission by 4:00 p.m. each business day of operation.
4. Photocopies or images of processed checks will be supplied by the Contractor when requested by the Department.

**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](http://www.dgs.state.va.us/dps) under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:
    - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 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 contact 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 Purchasing Agency may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the 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: Omitted.
- 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.
- 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 3<sup>rd</sup> floor receptionist area, Department of the Treasury, 101 N. 14<sup>th</sup> Street, Richmond, Virginia, the DGS/DPS eVA website [www.eva.state.va.us](http://www.eva.state.va.us) and on the Treasury website at [www.tr.virginia.gov](http://www.tr.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 who 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 REGISTRATION:** The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
  - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
  - c. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
    - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
    - (ii) Businesses that are not DMBE certified small business: 1% capped at \$1,500 per order.
- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement

## SECTION IX SPECIAL TERMS AND CONDITIONS

- A. **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 **Department of Professional and Occupational Regulation**. 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. **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. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

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

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

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

K. **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.
- O. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The contract may result in multiple purchase orders with the eVA transaction fee specified below.
- (1) DMBE-certified Small Business: 1%, capped at \$500 per order.
  - (2) Businesses that are non DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

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

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

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

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

## **SECTION X METHOD OF PAYMENT**

If the vendor is a commercial bank, service charges are to be included in the bank'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.

If the vendor is not a commercial bank, invoicing and payment will be made in accordance with the Virginia Prompt Payment Act (please refer to Section VII, Par. J).

**SECTION XI PRICING SCHEDULE**

**LOCKBOX ACCOUNT**

**LOCKBOX**

<b>SERVICE</b>	<b>ANNUAL VOLUME</b>	<b>RATE</b>	<b>EXTENSION</b>
<b>DEMAND DEPOSIT SERVICES</b>			
Account Maintenance	12		\$ -
Weekly Statements - With Checks	52		\$ -
Analysis Statements	12		\$ -
Electronic Credits Posted	1,860		\$ -
On-us Items Pre-encoded	7,608		\$ -
Clearinghouse Items Pre-encoded	33,600		\$ -
Local/Instate Items Pre-encoded	33,420		\$ -
Out of State Items Pre-encoded	12,000		\$ -

**ZERO BALANCE SERVICES**

ZBA Subaccount	12		\$ -
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**LOCKBOX SERVICES**

Deposits	264		\$ -
Maintenance	12		\$ -
Correspondence	9,600		\$ -
Unprocessed Items	3,000		\$ -
Deposit Preparation	12		\$ -
Credit Card Per Item	2,400		\$ -
Items Processed	90,000		
Lockbox Special Screen Fields	90,000		\$ -

Lockbox Overnight Mail	360		\$ -
Keystrokes For Extra Account Field	24,000		\$ -
Lockbox Branch Delivery	12		\$ -
Lockbox Data Transmission	264		\$ -
Lockbox Data Trans Records	94,800		\$ -
Envelope Opening - Match Items	105,936		\$ -

**IMAGE SERVICES**

Scan Multiple Payments	1,440		\$ -
Scan Partial Payments	2,160		\$ -
Scannable Items Scanned	116,400		\$ -
Scannable Image Archive - 60 days	17,000		\$ -
Scanned image CD-ROM Per CD	12		\$ -
Scanned image per additional CD	12		\$ -
Scanned non financial image maintenance	12		\$ -

<b>Total Services Provided – Annual Cost</b>			\$ -
Average Monthly Charges			\$ -
Implementation/One-Time Set Up Charges			

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 an "N/C" in the "Extension" column.

**RETURNED ITEMS ACCOUNT**

SERVICE	ANNUAL VOLUME	RATE	EXTENSION
Account Maintenance	12		\$ -
FDIC Insurance			\$ -
Weekly DDA Statements	52		\$ -
Account Analysis Statements	12		\$ -
Deposits	52		\$ -
Redeposited Checks	400		\$ -
Returned Deposited Items	300		\$ -
Other 1			\$ -
Other 2			\$ -
			\$ -
<b>Total Services Provided – Annual Cost</b>			\$ -
Average Monthly Charges			\$ -
Implementation/One-Time Set Up Charges			

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 an "N/C" in the "Extension" column.

## 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.

COMMONWEALTH OF VIRGINIA  
Department of the Treasury  
LOCKBOX SERVICES: DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
Contract Number CMI 08-001

This Contract is entered into this \_\_\_ day of \_\_\_\_, 2008 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 April 1, 2008 to March 31, 2011, **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: If the vendor is a commercial bank, service charges are to be included in the bank's monthly account analysis. If the vendor is not a commercial bank, invoicing and payment will be made in accordance with the Virginia Prompt Payment Act (please refer to Section VIII, Par. J).

CONTRACT DOCUMENTS: The Contract Documents shall consist of:

- (1) This signed Contract;
- (2) The following portions of the Request For Proposals dated August 24, 2007:
  - (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 \_\_\_\_\_, 2007 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)

**APPENDIX B**

Small Business Subcontracting Plan

Definitions

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

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

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

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

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

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

**Instructions**

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

**Section A**

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

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

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

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

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

**Section B**

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

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

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

## **APPENDIX C**

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

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

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

## APPENDIX D

### LOCKBOX GUIDELINES

Department of Professional and Occupational Regulation

Under the current lockbox arrangement, payments are received by the bank in following manner:

The Department sends a coded fee card to the licensee for the amount due. The licensee mails the card and the fee directly to a post office box. The bank picks up items for processing from P.O. Box 26792, Richmond VA 23261. The PO Box may be located outside of Richmond but must be in Virginia. Appendix D contains a sample fee card.

The fee cards used by the Department as remittance documents contain both printed and Optical Character Recognition (OCR) encoded information. The printed information on the fee card includes such items as name, address, license number, amount, payment due date, etc. OCR information on the card includes, but is not limited to, the following:

A. Board	2 digits-Numeric
B. Occupation (within each board)	2 digits-Numeric
C. License/certification number	6 digits-Numeric
D. Suffix	1 digit-Character
E. Late Payment Date (mm/dd/yr)	6 digits-Numeric
F. Class OF Fee Code	3 digits-Numeric
G. Fee Amount (including cents)	6 digits-Numeric (Offset 2 decimal places implied)
H. Late Class of Fee Code	3 digits-Numeric
I. Late Fee Amount	3 digits- Numeric
J. Check Digit	1 digit-Numeric (mod 10)

I. Definitions:

A. Acceptable Payees:

1. Treasurer of Virginia (fee card will indicate this as payee)
2. State of Virginia
3. Commonwealth of Virginia
4. The following Boards or Programs:

DPOR	Cosmetology
Real Estate	
Contractors	Architects
APELSCIDLA	Auctioneer
Engineer	Asbestos, Lead, Home Inspectors
Barbers	Branch Pilots
Geologist	Real Estate Appraisers
Hearing Aid Specialist	Interior Designers
Nail Care Technicians	Opticians
Land Surveyors	Real Estate Property Registration
Landscape Architects	Contractor Recovery Fund
Real Estate Recovery Fund	Boxing and Wrestling
Waste Management	Waterworks/Wastewater Works
Soil Scientist	Cemetery
Polygraph Examiners	Fair Housing
Department of Professional and Occupational Regulation	

B. Processable Payments

Payments received with fee card:

1. Check and fee card(s) enclosed and amounts agree
2. Unsigned, pre-printed check received
3. No payee **and** check amount equals fee card amount

4. Date missing, process with current date
5. Post dated check
6. Drafts or money orders
7. Checks without restrictive notations
8. Currency and coins processed in accordance with bank's internal control procedures - Provide a receipt showing payor name, license number, and amount
9. Credit card processing form and fee card(s) enclosed and amounts agree

C. Unprocessable Payments:

1. Unacceptable payee
2. Check only (received without the fee card)
3. One check received with multiple fee cards, and check amount does not equal total amount of fee cards
4. Fee card without check
5. Restrictions and conditional notations (use best efforts to identify and segregate any checks bearing restrictive notations, such as "Payment in Full", "Balance on Account", or Account to Date")
6. Checks drawn on foreign banks
7. Checks payable in foreign currency

D. Correspondence:

1. Correspondence: letters, notes, etc.
2. Correspondence received with processable payment, note the board, occupation, and certificate number on the correspondence

II. Processing Procedures:

- A. Assign a deposit ticket number (DC) that will be used for the daily deposit and included in the batch total records. (The Department will provide the initial DC 8-digit number. The DC numbers will then be assigned sequentially.

B. Open envelopes and sort:

1. Processable Payments
2. Unprocessable payments, return with envelope to the Department of Professional and Occupational Regulation
3. Correspondence Only, return, with envelope to the Department
4. Correspondence received with a processable payment is returned to the Department. The license or certificate number should be indicated on the envelope
5. Account number shall be keyed on all correspondence

C. Process processable payments and remittance advices processed through OCR lockbox equipment:

1. Sort processable items into five groups
  - a. Cards with a name and/or address change and with correspondence will be coded as Batch Series 8000
  - b. Cards with a name and/or address change and without correspondence will be coded as Batch Series 8200
  - c. Cards without a name and/or address change and without correspondence will be coded as Batch Series 8400
  - d. Cards without a name and/or address change and with correspondence will be coded as Batch Series 8600
  - e. Credit card payments will be sorted into two separate groups, and processed in accordance with procedures listed in item (7) "Processing Credit Card Items"
2. Batch size should not exceed 300 transactions
  - a. Include current date in batch records
  - b. Include Deposit Certificate number in batch records
3. Microfilm/image check and document during processing
4. Balance checks in each batch to the encoded fee cards

5. Balance total of each reconciled batch to computerized records for verification of deposit amounts
6. Endorse all checks with restrictive endorsement. The following is appropriate:  
Treasurer of Virginia  
Department of Professional and Occupational Regulation  
(Name of Banking Institution)  
(Corresponding Account Number and Date)
7. Processing Credit Card Items

The Department accepts credit cards from VISA, MasterCard, Discover, and American Express. These items should be processed as follows:

- a. If a credit card insert (Appendix E – Back Page) is enclosed with the remittance (Appendix E – Front Page), separate these payments into separate groups.
  - b. Obtain credit card authorization for these items.
    1. Separate the credit card payments into batches by name/ address change (8290-99 series) and no changes (8690-99 series).
    2. Return non-approved credit card payments to the Department along with the envelope, fee card and correspondence.
  - c. The approved credit card batches should be combined with other items processed through the Lockbox and included in the daily transmission to the Department.
  - d. All credit card items must be deposited and credited on the day of receipt or the next business day into the Treasurer of Virginia Account.
  - e. A daily credit card report will be produced that indicates the Ref#, Issuer, Card Number, Sale or No Sale Type, Amount, Item Count, and Total Batch/Sale Amount. Totals by credit card issuer should also be provided.
  - f. A daily report of unapproved credit cards must also be generated by Ref#, Issuer, Card Number, Amount, Item Count, and Total Batch/Sale amount
- D. Prepare the deposit ticket for the total of the daily deposit and forward a copy with the daily work to the Department.

**APPENDIX E**

**SAMPLE REMITTANCE DOCUMENT (FRONT)**

	<p>Commonwealth of Virginia Department of Professional and Occupational Regulation</p>										
<p><b>Renew online at</b> <b><u><a href="http://www.dpor.virginia.gov">www.dpor.virginia.gov</a></u></b></p>											
<p><b>Regulatory Town Hall</b> - You may sign up to receive automatic notification of regulatory action at <a href="http://www.townhall.state.va.us">www.townhall.state.va.us</a>. Regulatory boards are required to post notices of all meetings and regulatory actions on this website. You will receive all notices by e-mail as soon as the information is posted to the Town Hall.</p>											
<p>Renewal Card - Detach and Return</p>											
	<p>Commonwealth of Virginia Department of Professional and Occupational Regulation P. O. Box 26792, Richmond, VA 23261</p>										
<p>Renew online at <a href="http://www.dpor.virginia.gov">www.dpor.virginia.gov</a> OR enclose this card with your mailed payment. Make check payable to: <b>Treasurer of Virginia</b>. Do not send certified or overnight mail to the PO Box address. Include your Social Security Number for individual renewal or Tax ID Number for business renewal.</p>											
<p><input type="checkbox"/> Check here for name or address change and complete the back of this card.</p>	<table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> <p>Social Security or Tax ID Number</p>										



## APPENDIX F

### DATA RECORD LAYOUT

#### SCAN LINE LAYOUT: (Positions 33)

<u>Description</u>	<u>Format</u>
Board	Numeric 2
Occupation	Numeric 2
Certificate Number	Numeric 6
Suffix	Character 1
Late Date	Numeric 6 (mmddy)
Class of Fee Code	Numeric 3
Original Amount Due	Numeric 6 (offset 2 decimal places implied)
Late Class of Fee Code	Numeric 3
Late Amount Due	Numeric 3
Check Digit	Numeric 1 (Mod 10)

#### FULL DATA RECORD LAYOUT:

The Contractor will prepare a file for electronic transfer by 4:00 p.m. Monday through Friday for every non-federal banking holiday. This file will be written in ASCII fixed length data format. Numeric fields are right adjusted with leading zeroes.

Record Types:   1 = Tape Header  
                  2 = Service Header  
                  3 = Type Not Used  
                  4 = Type Not Used  
                  5 = Batch Header  
                  6 = Detail Record to Process  
                  7 = Batch Trailer  
                  8 = Service Trailer  
                  9 = Tape Trailer

The full DATA record formats are:

Tape Header Type 1:

<u>Description</u>	<u>Position</u>	<u>Length</u>
Record Type	1	Numeric 1 value is 1
Filler	2	Numeric 2 value is zeroes
Filler	4	Character 1 value is space
Agency Name	5	Character 4 value is DPOR
Filler	9	Character 6 value is spaces
Route & Transit	15	Numeric 9
Date	24	Numeric 6 (currently zero filled) (format yymmdd)
Time	30	Numeric 4 (format hhmm)
Filler	34	Character 47 value is spaces

Service Header Type 2:

<u>Description</u>	<u>Position</u>	<u>Length</u>
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Record Type	1	Numeric 1 value is 2
Filler	2	Character 2 value is spaces
DDA	4	Numeric 8 value is zeroes
Filler	12	Character 1 value is spaces
Route & Transit	13	Numeric 9
Filler	22	Numeric 10 value is zeroes
Constant	32	Numeric 11 value is 40008008002
Filler	43	Character 38 value is spaces

Batch Header Type 5

<u>Description</u>	<u>Position</u>	<u>Length</u>
Record Type	1	Numeric 1 value is 5
Batch Number	2	Numeric 5
Filler	7	Numeric 3 value is zeroes
Filler	10	Character 2 value is spaces
Constant	12	Numeric 5 value is 26927
Date	17	Numeric 6 format yymmdd
Filler	23	Character 2 value is spaces
DDA	25	Numeric 8 value is zeroes
Filler	33	Character 1 value is space
Route & Transit	34	Numeric 9
Filler	43	Character 37 value is spaces
Delimiter	80	Character 1 value is .

Detail Record Type 6:

<u>Description</u>	<u>Position</u>	<u>Length</u>
Record Type	1	Numeric 1 value is 6
Fund Type	2	Numeric 1
Batch Number	3	Numeric 4
Item Number	7	Numeric 3
Remittance Amount	10	Numeric 10 (offset 2 decimal places implied)
Scan Line	20	Character 33 (see scan line definition)
Process Date	53	Numeric 6 (mmddy)
Filler	59	Character 22

Batch Trailer Type 7:

<u>Description</u>	<u>Position</u>	<u>Length</u>
Record Type	1	Numeric 1 value is 7
Batch Number	2	Numeric 5
Filler	7	Numeric 5 value is zeroes

Constant	12	Numeric 5 value is 26927
Date	17	Numeric 6 format yymmdd
Batch Item Count	23	Numeric 3
Batch Total	26	Numeric 10
Filler	36	Character 44 value is spaces
Delimiter	80	Character 1 value is .

Service Trailer Type 8

<u>Description</u>	<u>Position</u>	<u>Length</u>
Record Type	1	Numeric 1 value is 8
Filler	2	Numeric 10 value is zeroes
Constant	12	Numeric 5 value is 26927
Date	17	Numeric 6 format yymmdd
Total Item Count	23	Numeric 4 (not including headers & trailers)
Total Amount	27	Numeric 10
Total Amount	37	Numeric 10
Filler	47	Character 33 value is spaces
Delimiter	80	Character 1 value is .

Tape Trailer Type 9

<u>Description</u>	<u>Position</u>	<u>Length</u>
Record Type	1	Numeric 1 value is 9
Item Count	2	Numeric 6 (includes headers & trailers in count)
Constant	8	Character 1 value is D
Filler	9	Character 72 value is spaces

## APPENDIX G

### Volume History – Last 2 Fiscal Years

Volume shown is the number of valid payments processed by lockbox and transmitted to the Department (Does not include “correspondence only” or unprocessed items)

Month and Year	Number of Processed Payments
July 2005	7,357
August 2005	8,518
September 2005	6,857
October 2005	6,324
November 2005	6,151
December 2005	11,417
January 2006	7,422
February 2006	7,781
March 2006	8,274
April 2006	6,831
May 2006	8,309
June 2006	8,067
Fiscal 2006 Total	93,308
July 2006	7,611
August 2006	9,093
September 2006	7,078
October 2006	8,164
November 2006	7,419
December 2006	7,728
January 2007	10,122
February 2007	8,869
March 2007	10,401
April 2007	8,580
May 2007	8,792
June 2007	9,130
Fiscal 2007 Total	102,987