

Iowa Department of Human Services

REQUEST FOR PROPOSAL (RFP)

Iowa SNAP/EBT and TANF/EPC Processing Services

ACFS 20-001

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FIRST AMENDMENT - INCORPORATED

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# **RFP General Information**

## RFP Purpose.

The purpose of this Request for Proposal (RFP) is to acquire a single Contractor to provide administration and card processing services for Iowa’s Supplemental Nutrition Assistance Program (SNAP) Electronic Benefits Transfer (EBT), Temporary Assistance for Needy Families (TANF) Electronic Payment Card (EPC), and the Wireless EBT Project programs. The successful Contractor will implement a solution for both program cards and the Wireless EBT Project in order to help Iowa provide a broad range of services to support the electronic delivery of SNAP and TANF benefits to eligible recipients, as outlined in this RFP.

## Organization of this RFP.

This RFP is organized into nine (9) distinctive sections, including appendices and attachments. This introductory section contains high-level information regarding the organization of this RFP, the purpose of this RFP, duration of the contract and the procurement timetable.

**Section 1 – RFP General Information:** Provides general RFP information, including this RFP organization overview, contract duration, bidder eligibility requirements, and the procurement timetable.

**Section 2 – Background:** Provides background information related to this RFP. This includes an overview of the SNAP and TANF programs and their use of the respective EBT and EPC cards and the Wireless EBT Project. Additional detailed information to support bidder’s understanding of current state business processes have been provided as they are relevant to a subsection under the scope of work sections five (5) through eight (8), as necessary.

**Section 3 – Basic Information About the RFP Process:** Provides basic information regarding the Agency’s RFP process, including items such as the issuing officer, intent to bid requirements, amendments, and other rules. This section also contains general definitions for this RFP.

**Section 4 – How to Submit a Bid Proposal: Format and Content Specifications:** Provides bidders with the requirements for submitting a Bid Proposal, content specifications for the Proposal, including questions that shall be addressed within the bidder’s response.

**Section 5 – General Scope of Work:** Provides the general scope of work for this RFP. This section provides the narrative and background to assist the bidder with understanding the Agency’s current processes as they relate to the general scope of work required under this Contract. Additionally, requirements and obligations for the general scope of work are detailed in this section. All of the requirements, unless otherwise indicated, apply to both the EBT and EPC solution(s). Requirements that are specific to either EBT or EPC will have an EBT ONLY or EPC ONLY designation prior to the requirement. Appendix A.1 contains a consolidated list of Contract Deliverables required by this RFP.

**Section 6 – EBT Scope of Work:** Provides the EBT-specific scope of work. This section provides the narrative and background to assist the bidder with understanding the Agency’s current processes as they relate to the EBT-specific scope of work required under this Contract. Appendix A.1 contains the deliverables for EBT and EPC. Additionally, requirements and obligations for the EBT scope of work are detailed in this section. Section 6 is supported by Appendix B that contains the following information specific to EBT:

* Appendix B.1 EBT Interfaces, details the interfaces the Contractor is required to support for the EBT solution,
* Appendix B.2 EBT Reports, details the reporting needs the Contractor is required to provide to support Agency programs, and
* Appendix B.3 EBT Service Level Agreements, details Service Level Agreements (SLAs) the Contractor is required to maintain.

**Section 7 – EPC Scope of Work:** Provides the EPC-specific scope of work. This section provides the narrative and background to assist the bidder with understanding the Agency’s current processes as they relate to the EPC-specific scope of work required under this Contract. Appendix A.1 contains the deliverables for the EBT and EPC. Additionally, requirements and obligations for the EPC scope of work are detailed in this section. Appendix C contains the following EPC-specific requirements:

* Appendix C.1 EPC Interfaces, details the interfaces the Contractor will be required to support for the EPC solution,
* Appendix C.2 EPC Reports, details the reporting needs the Contractor is required to provide to support Agency programs, and
* Appendix C.3 EPC Service Level Agreements, details SLAs the Contractor is required to maintain.

**Section 8 – Wireless EBT Project Scope of Work:** Provides the Wireless EBT Project scope of work. This section provides the narrative and background to assist the bidder with understanding the Agency’s current process as they relate to the Wireless EBT Project scope of work. Appendix A.2 contains the deliverables for the Wireless EBT Project. Appendix D contains the following Wireless EBT Project–specific requirements.

* Appendix D.1 Wireless EBT Project Reports, details the reporting needs the Contract is required to provide to support Agency programs, and
* Appendix D.2 Wireless EBT Project Service Level Agreements, details SLAs the Contractor is required to maintain.

**Section 9 – Evaluation of Bid Proposals:** Describes the evaluation process of the Bid Proposal.

This RFP is supported by twenty (20) attachments. The attachments include:

* Release of Information,
* Primary Bidder Detail & Certification Form,
* Subcontractor Disclosure Form,
* Additional Certifications,
* Certification and Disclosure Regarding Lobbying,
* Sample Contract,
* SNAP EBT Waiver Descriptions,
* EBT State Interface Layouts,
* EPC State Interface Layouts,
* ALERT Submission File Specifications,
* AMA File Specification,
* REDE File Specification,
* STARS File Specification,
* EBT Retailer Statistics,
* EBT Call Center Statistics,
* EBT Caseload Statistics,
* EBT Card Issuance and Replacement Data,
* EPC Caseload Statistics,
* EPC Call Center Statistics, and
* Wireless EBT Project Statistics.

Information provided in the attachments includes current interface file layouts, the sample contract, required forms and certifications/forms to be submitted, statistical information, and current letters for SNAP waivers approved in Iowa.

## Duration of Contract.

The Agency anticipates executing a Contract that will have an initial four (4) year Contract term with the ability to extend the Contract for six (6) additional one (1) year terms (for a maximum of ten (10) years). The Agency will have the sole discretion to extend the Contract.

## Bidder Eligibility Requirements.

The Agency will only accept bid proposals that demonstrate that the primary bidder shall provide all contract administration, financial administration, reporting, and card processing services for Iowa’s Supplemental Nutrition Assistance Program (SNAP) Electronic Benefits Transfer (EBT), and Temporary Assistance for Needy Families (TANF) Electronic Payment Card (EPC) programs. These services shall not be performed by a subcontractor. The primary bidder may employ the use of subcontractors as stated in section 3.31, Use of Subcontractors, of this RFP. ​

## Procurement Timetable.

There are no exceptions to any deadlines for the bidder; however, the Agency reserves the right to change the dates. Times provided are in Central Time (“CT”).

|  |  |
| --- | --- |
| **Event** | **Date** |
| Agency Issues RFP Notice to Targeted Small Business Website (forty eight (48) hours) | **May 7, 2018** |
| Agency Issues RFP to Bid Opportunities Website | **May 9, 2018** |
| Bidder Letter of Intent to Bid Due By | **May 21, 2018**  **1:00 p.m. CT** |
| Bidder Written Questions Due By | **First Round of Questions:**  **May 21, 2018**  **1:00 p.m. CT**  **Second Round of Questions:**  **June 25, 2018**  **1:00 p.m. CT** |
| Agency Responses to Questions Issued By | **First Round of Questions**  **June 8, 2018**  **Second Round of Questions**  **July 9, 2018** |
| Bidder Proposals and any Amendments to Proposals Due By | **August 7, 2018**  **1:00 p.m. CT** |
| Oral Presentations of Bid Proposals will be held on the following dates at the following location:  Oral Presentations are required and will be held in the Des Moines Metro area on September 24-25, 2018. Specific meeting detail times will be determined no later than August 31, 2018. | **September 24, 2018 –**  **September 25, 2018** |
| Agency Announces Apparent Successful Bidder/Notice of Intent to Award | **November 9, 2018** |
| Contract Negotiations and Execution of the Contract Completed | **June 25, 2019** |
| Anticipated Start Date for the Provision of Services | **July 5, 2019** |

## RFP General Definitions.

Definitions in this section correspond with capitalized terms in the RFP.

***“Agency”*** means the Iowa Department of Human Services.

***“Bid Proposal”*** or ***“Proposal”*** means the bidder’s proposal submitted in response to the RFP.

***“Contractor”*** means the bidder who enters into a Contract as a result of this Solicitation.

***“Deliverables”*** means all of the services, goods, products, work, work product, data (including data collected on behalf of the Agency), items, materials and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Contractor (or any agent, contractor or subcontractor of the Contractor) in connection with any contract resulting from this RFP.

***“Invoice”*** means a Contractor’s claim for EBT payment. At the Agency’s discretion, claims may be submitted on an original invoice from the Contractor or may be submitted on a claim form accepted by the Agency, such as a General Accounting Expenditure (GAX) form. The EPC services shall be provided at no cost to the Agency.

Definitions Specific to this RFP.

***“ACH”*** means the Automated Clearing House.

***“ACS”*** means ACS State & Local Solutions, Inc.

***“Active Case Month”*** means a case for which on-going financial transactions were posted during the billing month, i.e. credit (benefit authorization or adjustment) or a debit (purchase, withdrawal, or adjustment).

***“ADA”*** means the Americans with Disabilities Act available at: <https://www.dol.gov/general/topic/disability/ada>

***“ALERT”*** means the Anti-Fraud Locator using EBT Retailer Transactions file.

***“AMA”*** means Account Management Agent file.

***“ANSI”*** means the American National Standards Institution standards.

***“ASAP”*** means the Automated Standard Application for Payments account.

***“ATM”*** means Automated Teller Machine.

***“BAFO”*** means Best and Final Offer.

***“BIN”*** means Bank Identification Number, used interchangeably with Issuer Identification Number (IIN).

***“BRD”*** means Business Requirement Document.

***“CAV”*** means Card Authentication Value. This is also known as Card Verification Value (CVV).

***“Change Order”*** means changes to the scope of all RFP requirements, bidder’s RFP response, the Contract, or agreements to any supplemental negotiations agreed to between the Contractor and the Agency.

***“Conduent”*** means Conduent State & Local Solutions, Inc.

***“CPCM”*** means Cost Per Case Month. The SNAP CPCM is based on the Active Case Month.

***“CSR”*** means Customer Service Representative.

***“CSV”*** means Comma-Separated Values.

***“CT”*** means Central Time.

***“Data Warehouse”*** means technology that stores data accumulated from a wide range of sources used for reporting and data analysis.

***“DDD”*** means Detailed Design Document.

***“DHS”*** means the Iowa Department of Human Services.

***“Direct Marketing Farmer”*** means farmer-producer that sell their own agricultural products directly to the general public, which includes fruits and vegetables, meat, fish, poultry, dairy products, and grains.

***“Disaster Food”*** means short-term SNAP benefits to families suffering in the wake of a disaster. Eligible households receive one (1) month of benefits, equivalent to the maximum amount of benefits normally issued to a SNAP household of their size. Households not normally eligible for SNAP may qualify for DSNAP.

***“Disaster Supplemental”*** means when Iowa operates a DSNAP, ongoing SNAP recipients can also receive disaster SNAP. Households with disaster losses whose SNAP benefits are less than the monthly maximum can request a supplement. The supplement brings their benefits up to the maximum for the household size. This provides equity between DSNAP households and SNAP households receiving disaster assistance.

***“DSNAP”*** means Iowa’s Disaster Supplemental Nutrition Program.

***“DUFB”*** means Double Up Food Bucks, an incentive pilot at the Downtown Des Moines Farmers Market. EBT recipients can earn up to $10 in fresh fruits and vegetables every market day. The Agency is working in conjunction with HSI on this pilot.

***“EBT”*** means Electronic Benefits Transfer, the use of an electronic mechanism to transfer value from a program to a benefit recipient.

***“EFT”*** means Electronic Funds Transfer.

***“EMV”*** means Europay, MasterCard® and VISA. EMV is a global standard for authenticating credit and debit card transactions that involves chip-compatible cards and point-of-sale terminals.

“***Enhanced Security Password”*** means a special password for recipients who require additional security for their EBT account.

***“Enhancement”*** means any new features or functionality that falls outside the scope of all RFP requirements, bidder’s RFP response, the Contract, or agreements of any supplemental negotiations.

***“EOTDM”*** means Ethernet Over Time Division Multiplexing.

***“EPC”*** means a prepaid debit product which operates off a centralized funds pool with an individual account set up for each participating cardholder and which bears the Contractor marks in conjunction with either VISA service marks or MasterCard service marks.

***“Exempt Retailer”*** meanseligible farmers markets, direct-marketing farmers, military commissaries, non- profit food buying cooperatives, group living arrangements, treatment centers, and prepared meal services (other than for-profit restaurants participating in State-option restaurant programs) that continue to qualify for State-supplied EBT-only terminals through the Contractor.

***“FDD”*** means Functional Design Document.

***“FDIC”*** means Federal Deposit Insurance Corporation.

***“Federally-Funded Device”*** means wireless point of sale device used in the project that was provided with the Free SNAP EBT Equipment Program.

***“FINI Grant”*** means Food Insecurity Nutrition Incentive Grant. The FINI Grant program supports projects to increase the purchase of fruits and vegetables among low-income consumers participating in the SNAP program by providing incentives at the point of purchase.

***“FIP”*** means Iowa’s Family Investment Program, which is the federal Temporary Assistance for Needy Families cash assistance program.

***“FMC”*** means Farmers Market Coalition.

***“FNS”*** means the Food and Nutrition Service, the federal agency responsible for administrating the Supplemental Nutrition Assistance Program.

***“FNS Handbook 901”*** describes the FNS policies and procedures that state agencies must follow in order to receive federal funding to develop, acquire, and/or implement information systems that support the operations of FNS programs. See: <https://fns-prod.azureedge.net/sites/default/files/apd/FNS_HB901_v2_Internet_Ready_%20Format.pdf>

***“Free SNAP EBT Equipment Program*”** is the USDA FNS has partnered with FMC to provide eligible direct marketing farmers and farmers markets with free electronic EBT equipment necessary to process Supplemental SNAP benefits.

***“HSI”*** means Iowa’s Healthiest State Initiative.

***“ICD”*** means Interface Control Document.

***“IIN”*** means Issuer Identification Number, used interchangeably with Bank Identification Number (BIN).

***“Interoperability”*** means SNAP benefits issued to an EBT recipient can be redeemed in any state.

***“Interoperability Funding Grant”*** means the funding states receive to cover their costs related to administration of interoperable EBT benefits.

***“IR”*** means Internet Retailer.

***“ISO”*** means International Standards Organization.

***“IVR”*** means Interactive Voice Response.

***“LAN”*** means Local Area Network.

***“Milestone”*** means an action or event marking a significant change or state in development life cycle.

***“Mobile Application”*** means an application software designed to run on a mobile device, such as a smartphone or tablet computer.

“***Multiple Card Replacement (MCR)***” means the State agency requires an EBT recipient to contact the State to provide an explanation in cases where the number of requests for card replacements is determined excessive. See 7 C.F.R. §274.6(b)(5).

***“NACHA”*** means National Automated Clearinghouse Association. See: <https://www.nacha.org/>

***“Online Shopping Pilot”*** means FNS’ Online Shopping Pilot Program. See: <https://www.fns.usda.gov/snap/online-purchasing-pilot>

***“Onsite”*** means the physical meeting location in Des Moines, Iowa, as determined by the Agency.

***“OWASP”*** means Open Web Application Security Project Mobile Application Security Guide.

***“PAN”*** means Primary Account Number.

***“PCI DSS”*** means Payment Card Industry (PCI) Data Security Standard (DSS).

***“PIN”*** means Personal Identification Number.

***“POS”*** means Point-of-Sale. Electronic devices located in retailer locations that allow each user of the EBT card or authorized representative access to their benefits.

***“PROMISE JOBS”*** means PROMoting Independence and Self-sufficiency through Employment, Job Opportunities, and Basic Skills. PROMISE JOBS is the Agency’s work and training program.

***“Purchased Device”*** means wireless point of sale device that have been purchased by the Agency for this project.

***“Quest Operating Rules”*** means SNAP EBT operating rules adopted by NACHA. See: <https://web.nacha.org/quest/quest-operating-rules>

***“RCA”*** means Refugee Cash Assistance, which provides cash assistance for up to eight (8) months to needy families, including single adults, who enter the United States as refugees who are not eligible for the Family Investment Program.

***“REDE”*** means Federal Retailer Electronic Data Exchange.

***“Rental Device”*** means a wireless point of sale device that is provided to a farmer pursuant to a monthly rental fee paid by the farmer for device use during any period of time during the Contract in which the Contractor makes a rental program available.

***“SAS”*** means Statement on Auditing Standards.

***“SLA”*** means Service Level Agreements.

***“SNAP”*** means Supplemental Nutrition Assistance Program.

***“SOC”*** means Service Organization Control.

***“SSAE”*** means Statement on Standards for Attestation Engagements.

***“STARS”*** means Store Tracking and Redemption Subsystem File.

***“TANF”*** means Temporary Assistance for Needy Families.

***“TPP”*** means Third Party Processors.

***“TTY”*** means Teletypewriter.

***“UAT”*** means User Acceptance Testing.

***“USDA”*** means the United States Department of Agriculture, the federal agency that administers SNAP.

***“USPS”*** means the United States Postal Service, the federal agency that provides mail services.

***“VPN”*** means Virtual Private Network.

***“WAN”*** means Wide Area Network.

***“Wireless EBT Project”*** is the Agency’s EBT farmers market project. The Agency solicits participation from direct marketing farmers selling food products at places such as their local farmers markets, road side stands, or on-the-farm sales. The project allows Food Assistance recipients the ability to purchase food products via a wireless POS using their EBT benefits. The Agency offers individualized support to the direct marketing farmers to assist them with obtaining the necessary FNS authorization to become a SNAP retailer as well as assisting them with obtaining a wireless POS device, training, and ongoing support.

***“Wireless Point of Sale Device”*** is the use of a wireless device to facilitate payment for products or services.

***“Xerox”*** means Xerox State & Local Solutions, Inc.

# **Background**

## Background.

This RFP is designed to solicit Bid Proposals from bidders to deliver SNAP EBT and TANF EPC administration and processing services through an electronic benefits solution(s), in accordance with applicable State and federal laws, rules, and regulations, USDA FNS policy memos, instructions, guides, and handbooks, as well as for the administration of the Wireless EBT Project. Services must also comply with the National Automated Clearing House Association (NACHA) and Quest® Operating Rules. The RFP process is for the Agency’s benefit and is intended to provide the Agency with competitive information to assist in the selection process. Each bidder is responsible for determining all factors necessary for submission of a comprehensive Bid Proposal.

The Agency anticipates the following benefits resulting from the services included in this RFP:

* Integration of a multi-faceted customer service model that is efficient and simple to navigate,
* Implementation of an EBT and EPC solution(s) and Wireless EBT Project that is compatible with Iowa’s current information technology systems,
* Compliance with State and federal standards,
* Procurement of a streamlined and flexible solution that meets unique ongoing program needs,
* Provide access and availability to data and operational transparency to support efficient management of Iowa’s EBT and EPC and Wireless EBT Project programs, and
* Establish a contract with clear accountability to ensure contract performance metrics are met.

**SNAP EBT BACKGROUND.**

SNAP is a food assistance program administered by the Iowa Department of Human Services (DHS). The SNAP program is sponsored and funded by the United States Department of Agriculture (USDA) Food and Nutrition Service (FNS). The SNAP program supplements the buying power of Iowa’s low-income households to meet their nutritional needs. SNAP benefits are issued through Electronic Benefits Transfer (EBT) cards that can be used to purchase food at authorized retailers. Retailers are qualified by FNS to accept SNAP benefits and must comply with program laws and regulations. Retailer compliance is monitored by FNS and suspected fraudulent activities are investigated.

In February 2018, Iowa’s SNAP caseload was one hundred seventy-one thousand, two hundred and sixty-nine (171,269) households with Iowa issuing $38,016,343 in SNAP benefits. Additional statistics on SNAP and EBT are included in Attachments N EBT Retailer Statistics, O EBT Call Center Statistics, and P EBT Caseload Statistics.

In June 2016, FNS granted approval of two (2) waivers for the Iowa SNAP program, resulting in a more effective and efficient administration of SNAP. The waivers allow the Agency to:

1. Waive encryption of the Personal Identification Number (PIN) at the point of entry and to allow PIN selection through the Interactive Voice Response (IVR), and
2. Waive the requirement that a hold be placed on recipient accounts when a retailer initiates an adjustment, provides households fifteen (15) calendar days to request a fair hearing, and allows fifteen (15) calendar days for the Agency to act on all household debit adjustments.

**EBT Online Purchasing.**

On January 5th, 2017, FNS announced seven (7) retailers who have been selected for the Online Shopping Pilot to test online shopping for SNAP food purchases. Iowa is currently participating in this FNS pilot with Hy-Vee, Inc. as the only participating retailer in Iowa. The Agency is in the early stage of defining this pilot and anticipates the Contractor’s role will be further refined and finalized in contract negotiations.

Additional information about the online purchasing pilot is found at: https://www.fns.usda.gov/snap/online-purchasing-pilot

**EPC BACKGROUND.**

Iowa issues payments to recipients via a VISA® branded Electronic Payment Card (EPC), paper warrants, and direct deposit into a recipient’s bank account. Currently, EPC is used to issue over ninety percent (90%) of payments for the following benefit programs:

* **Temporary Assistance for Needy Families (TANF),** including:
  + **The Family Investment Program (FIP). FIP** is Iowa’s cash assistance program, funded jointly with State and federal funds through the TANF block grant. FIP is for supporting low-income families with children and to provide services for them to become self-sufficient. This includes cash assistance and supportive services.
  + **PROMoting Independence and Self- sufficiency through Employment, Job Opportunities and Basic Skills (PROMISE JOBS).** The PROMISE JOBS program, FIP’s work and training program, is jointly funded with State and federal funds through the TANF block grant. PROMISE JOBS payments are made to recipients for transportation and other support services.
* **Refugee Cash Assistance (RCA).** RCA provides cash assistance for up to eight (8) months to needy families, including single adults, who enter the United States as refugees who are not eligible for FIP. Unless determined exempt, refugees must cooperate with work and training requirements of the RCA programs. RCA is funded with federal funds through the Office of Refugee Resettlement.

In February 2018, Iowa’s TANF caseload was eight thousand six hundred and twenty-seven (8,627) households with Iowa issuing $2,841,668 in FIP assistance. Additional statistics on TANF and EPC are included in Attachments R EPC Call Center Statistics and S EPC Caseload Statistics.

**WIRELESS EBT PROJECT.**

Iowa has prioritized farmers market participation, which is reflected in the extensive participation and support as the State leads the nation in its farmers market program, the Wireless EBT Project. To increase access for SNAP recipients, Iowa assists direct marketing farmers to become SNAP authorized retailers rather than certifying the entire farmers market. A large majority of participating farmers attend multiple markets each week to sell their goods. Many also have farm stands, greenhouses, or ‘pick your own’ operations. By allowing each farmer to take the wireless POS device with them, the Agency increases the number of markets where SNAP recipients can use their EBT card. As of 2017, the Agency has acquired wireless devices through CardConnect as the independent sales organization with First Data as the third-party processor (TPP). Total sales, which include EBT, credit, and debit, on the wireless equipment exceeded one million dollars ($1,000,000) in each of 2013, 2014, 2015, and sales in calendar year 2016 exceeded $1.4 million. To date, Iowa has approximately one hundred fifty (150) farmers participating in the Wireless EBT Project.

**DOUBLE UP FOOD BUCKS.**

The Agency began working with the Iowa’s Healthiest State Initiative in 2017 to run a Double Up Food Bucks (DUFB) pilot at the Downtown Des Moines Farmers Market. HSI was awarded a Food Insecurity Nutrition Incentive (FINI) Grant in 2017 for this pilot. This pilot was ground breaking as it was the first time a DUFB pilot was run with the Direct Marketing Farmers platform. The DUFB application was run on the Clover Mobile device, and 30 Direct Marketing Farmers participated in the pilot. The pilot was a dollar for dollar matching incentive program. EBT recipients could earn up to $10 in incentives every market day. The Agency in conjunction with HSI, plans to continue to run this pilot/project going forward and HSI has applied for another FINI grant.

**CURRENT CONTRACT INFORMATION.**

From June 1993 to May 2003, Iowa operated a pilot EBT program in Linn County. In 2003, that pilot was super-ceded by the State’s current EBT system, which was implemented that year and became fully operational across the entire State by October 2003. The system was operated by Affiliated Computer Services, known as ACS State & Local Solutions, Inc. (“ACS”). ACS was acquired by Xerox State & Local Solutions, Inc. (“Xerox”) in April 2012. In September 2012, Iowa amended the EBT contract to add EPC processing services for TANF/PROMISE JOBS/RCA payments. Prior to the amendment, EPC processing services were included in a contract with Xerox held by Iowa Workforce Development. In 2017, Xerox formally separated service lines from its sibling business unit, Conduent State & Local Solutions, Inc. (“Conduent”), leaving Conduent to focus on human services as its own private company. EPC services are currently provided at no cost to the State and will continue to be provided at no cost under the contract resulting from this RFP. Iowa’s current EBT and EPC contract expires June 30, 2020.

The Agency is currently contracted with Conduent to provide the following primary services:

* Settlement and reconciliation,
* Account setup and maintenance,
* Reporting,
* Transaction processing,
* Card issuance and production,
* Recipient Customer Service Representatives (CSRs), Interactive Voice Response (IVR), technical support,
* Recipient portal,
* Administrative terminal,
* EBT ONLY. Retailer portal,
* EBT ONLY. Retailer management and support services including POS hardware and software installation and retailer training, and
* EBT ONLY. Retailer CSRs, IVR, and technical support.

**Wireless EBT Project Contract Information**

The Wireless EBT Project contract was awarded in May 2013 to Merchant Resource Center, Inc. Merchant Resource Center, Inc. manages device deployment, offers customer service to famers participating in the Wireless EBT Project, and provides the Agency with supplies for the devices deployed throughout the State. As of 2017, the Agency has acquired wireless devices through CardConnect as the independent sales organization with First Data as the third-party processor (TPP) for the Wireless EBT Project.

**Current State Information.**

Additional information regarding current state processes and policies have been provided under each section under scope of work sections five (5) through eight (8), as necessary.

# **Basic Information About the RFP Process**

## Issuing Officer.

The Issuing Officer is the sole point of contact regarding the RFP from the date of issuance until selection of the successful bidder. The Issuing Officer for this RFP is:

Michelle L. Muir

Iowa Department of Human Services

Division of Adult, Children and Family Services

Hoover State Office Bldg., 5th Fl.

1305 E. Walnut St.

Des Moines, IA 50319-0114

Phone: (515) 281-8785

[mmuir@dhs.state.ia.us](mailto:mmuir@dhs.state.ia.us)

## Restriction on Bidder Communication.

From the issue date of this RFP until announcement of the successful bidder, the Issuing Officer is the point of contact regarding the RFP. There may be no communication regarding this RFP with any State employee other than the Issuing Officer, except at the direction of the Issuing Officer or as otherwise noted in the RFP. The Issuing Officer will respond only to questions regarding the procurement process.

## Downloading the RFP from the Internet.

The RFP and any related documents such as amendments, appendices, or attachments (collectively the “RFP”), and responses to questions will be posted at the State of Iowa’s website for bid opportunities: <http://bidopportunities.iowa.gov/>. Check this website periodically for any amendments to this RFP. The posted version of the RFP is the official version. The Agency will only be bound by the official version of the RFP document(s). Bidders should ensure that any downloaded documents are in fact the most up to date and are unchanged from the official version.

Online resources related to this RFP are available at the following website: <https://dhs.iowa.gov/ACFS_20-001_Bidder_Library>.

## Intent to Bid.

The Agency requests that bidders provide their intent to bid to the Issuing Officer by the date and time in the procurement timetable. Electronic mail is the preferred delivery method. The intent to bid should include the bidder’s name, contact person, mailing address, electronic mail address, fax number, telephone number, and a statement of intent to submit a bid in response to this RFP. Though it is not mandatory that the Agency receive an intent to bid, the Agency will only respond to questions about the RFP that have been submitted by bidders who have expressed their intent to bid. The Agency may cancel an RFP for lack of interest based on the number of letters of intent to bid received.

## [RESERVED]

## Questions, Requests for Clarification, and Suggested Changes.

Bidders who have provided their intent to bid on the RFP are invited to submit written questions, requests for clarifications, and/or suggestions for changes to the specifications of this RFP (hereafter “questions”) by the due date and time provided in the procurement timetable. Bidders are not permitted to include assumptions in their Bid Proposals. Instead, bidders shall address any perceived ambiguity regarding this RFP through the question and answer process. If the questions pertain to a specific section of the RFP, the page and section number(s) must be referenced. The Agency prefers to receive questions by electronic mail. The bidder may wish to request confirmation of receipt from the Issuing Officer to ensure delivery.

The Agency will post responses to questions received on the State’s website at: <http://bidopportunities.iowa.gov/> by the dates provided in the procurement timetable. Follow-up questions to initial responses are permissible as long as all questions are received by the final due date and time for bidder questions as provided in the procurement timetable.

The Agency assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP. In addition, the Agency’s written responses to questions will not be considered part of the RFP. If the Agency decides to change the RFP, the Agency will issue an amendment.

## Submission of Bid Proposal.

The Bid Proposal shall be received by the Issuing Officer by the time and date specified in the procurement timetable. The Agency will not waive this mandatory requirement. Any Bid Proposal received after this deadline will be rejected and will not be evaluated.

Bid Proposals are to be submitted in accordance with the Bid Proposal Formatting section of this RFP. Bidders mailing Bid Proposals shall allow ample mail delivery time to ensure timely receipt of their Bid Proposals. It is the bidder’s responsibility to ensure that the Bid Proposal is received prior to the deadline. Postmarking or submission to a courier by the due date shall not substitute for actual receipt of the Bid Proposal by the Agency.

## Amendment to the RFP and Bid Proposal.

The Agency reserves the right to amend or provide clarifications to the RFP at any time. Amendments will be posted to the State’s website at <http://bidopportunities.iowa.gov/>. If the amendment occurs after the closing date for receipt of Bid Proposals, the Agency may, in its sole discretion, allow bidders to amend their Bid Proposals.

If the bidder amends their Bid Proposal, the amendment shall be in writing and signed by the bidder. The bidder shall provide the same number of copies of the amendment as is required for the original Bid Proposal, for both hardcopy and CD-ROM(s) or USB flash drives, in accordance with section 4 How to Submit a Bid Proposal: Format and Content Specifications. Bid Proposal Formatting Section. The amendment must be also be submitted on a CD-ROM or USB flash drives. It is a mandatory requirement that the Issuing Officer shall receive any amendments by the deadline for submitting Bid Proposals. However, if the RFP is amended after receipt of proposals, any bid amendment must be received by the deadline set by the Agency.

## Withdrawal of Bid Proposal.

The bidder may withdraw its Bid Proposal prior to the closing date for receipt of Bid Proposals by submitting a written request to withdraw to the Issuing Officer. Electronic mail and faxed requests to withdraw will not be accepted.

## Costs of Preparing the Bid Proposal.

The costs of preparation and delivery of the Bid Proposal are solely the responsibility of the bidder.

## Rejection of Bid Proposals.

The Agency reserves the right to reject any or all Bid Proposals, in whole and in part, and to cancel this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the Agency to enter into a contract.

## Review of Bid Proposals.

Only bidders who have met the mandatory requirements and are not subject to disqualification will be considered for award of a contract.

### Mandatory Requirements.

Bidders must meet these mandatory requirements or will be disqualified and not considered for award of a contract:

1. The Issuing Officer must receive the Bid Proposal, and any amendments thereof, prior to or on the due date and time identified in the Section 1.5 Procurement Timetable.
2. The bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving federal funding by any federal department or agency (See Attachment D Additional Certifications).
3. The bidder’s cost proposal adheres to any pricing restrictions regarding the project budget or administrative costs (see Section 4.3).

### Reasons Proposals May be Disqualified.

Bidders are expected to follow the specifications set forth in this RFP. However, it is not the Agency’s intent to disqualify Bid Proposals that suffer from correctible flaws. At the same time, it is important to maintain fairness to all bidders in the procurement process. Therefore, the Agency reserves the discretion to permit cure of variances, waive variances, or disqualify Bid Proposals for reasons that include, but may not be limited to, the following:

1. Bidder initiates unauthorized contact regarding this RFP with employees other than the Issuing Officer (see Sections 3.1 and 3.2),
2. Bidder fails to comply with the RFP’s formatting specifications so that the Bid Proposal cannot be fairly compared to other bids (see Section 4.1),
3. Bidder includes pricing information or elements of cost within the Transmittal Letter or Technical Proposal (see Section 4.2),
4. Bidder fails, in the Agency’s opinion, to include the content required for the RFP,
5. Bidder fails to be fully responsive in the Bidder’s approach to meeting the Section 5 General Scope of Work, Section 6 EBT Scope of Work, Section 7 EPC Scope of Work, or Section 8 Wireless EBT Project Scope of Work states an element of the scopes of work cannot or will not be met, or does not include information necessary to substantiate that it will be able to meet the scope of work specifications,
6. Bidder’s response materially changes scope of work specifications,
7. Bidder fails to submit the RFP attachments containing all signatures (see Section 4.1),
8. Bidder marks entire Bid Proposal confidential, makes excessive claims for confidential treatment, or identifies pricing information in the cost proposal as confidential (see Section 4.1),
9. Bidder includes assumptions in its Bid Proposal (see Section 3.7), or
10. Bidder fails to respond to the Agency’s request for clarifications, information, documents, or references that the Agency may make at any point in the RFP process.

The determination of whether or not to disqualify a Bid Proposal and not consider it for award of a contract for any of these reasons, or to waive or permit cure of variances in Bid Proposals, is at the sole discretion of the Agency. No bidder shall obtain any right by virtue of the Agency’s election to not exercise that discretion. In the event the Agency waives or permits cure of variances, such waiver or cure will not modify the RFP specifications or excuse the bidder from full compliance with RFP specifications or other contract requirements if the bidder enters into a contract.

## Bid Proposal Clarification Process.

The Agency may request clarifications from bidders for the purpose of resolving ambiguities or questioning information presented in the Bid Proposals. Clarifications may occur throughout the Bid Proposal evaluation process. Clarification responses shall be in writing and shall address only the information requested. Responses shall be submitted to the Agency within the time stipulated at the occasion of the request.

## Verification of Bid Proposal Contents.

The contents of a Bid Proposal submitted by a bidder are subject to verification.

## Reference Checks.

The Agency reserves the right to contact any reference to assist in the evaluation of the Bid Proposal, to verify information contained in the Bid Proposal, to discuss the bidder’s qualifications, and/or to discuss the qualifications of any subcontractor identified in the Bid Proposal.

## Information from Other Sources.

The Agency reserves the right to obtain and consider information from other sources concerning a bidder, such as the bidder’s capability and performance under other contracts, and the bidder’s authority and ability to conduct business in the State of Iowa. Other such sources may include subject matter experts.

## Criminal History and Background Investigation.

The Agency reserves the right to conduct criminal history and other background investigations of the bidder, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the bidder for the performance of the resulting contract. The Agency reserves the right to conduct criminal history and other background investigations of the bidder’s staff and subcontractors providing services under the resulting contract.

## Disposition of Bid Proposals.

Opened Bid Proposals become the property of the Agency and will not be returned to the bidder. Upon issuance of the Notice of Intent to Award, the contents of all Bid Proposals will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code Chapter 22 or other applicable law.

## Public Records and Request for Confidential Treatment.

Original information submitted by a bidder may be treated as public information by the Agency following the conclusion of the selection process unless the bidder properly requests that information be treated as confidential at the time of submitting the Bid Proposal. See Section 4.1 Bid Proposal Formatting for the proper method for making such requests. The Agency’s release of information is governed by Iowa Code Chapter 22. Bidders are encouraged to familiarize themselves with Chapter 22 before submitting a Bid Proposal. The Agency will copy public records as required to comply with public records laws.

The Agency will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code Chapter 22 or other applicable law by a court of competent jurisdiction.

In the event the Agency receives a request for information marked confidential, written notice shall be given to the bidder seventy two (72) hours prior to the release of the information to allow the bidder to seek injunctive relief pursuant to Iowa Code § 22.8.

The bidder’s failure to request confidential treatment of material pursuant to this section and the relevant law will be deemed, by the Agency, as a waiver of any right to confidentiality that the bidder may have had.

## Copyrights.

By submitting a Bid Proposal, the bidder agrees that the Agency may copy the Bid Proposal for purposes of facilitating the evaluation of the Bid Proposal or to respond to requests for public records. By submitting a Bid Proposal, the bidder acknowledges that additional copies may be produced and distributed, and represents and warrants that such copying does not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in the Bid Proposals.

## Release of Claims.

By submitting a Bid Proposal, the bidder agrees that it shall not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided herein or concerning the Agency’s failure, negligent or otherwise, to provide the bidder with pertinent information as intended by this RFP.

## Presentations.

At the discretion of the Agency, the bidder may be required to provide a presentation of the Bid Proposal on the date(s) and at the location provided in the procurement timetable unless the bidder is notified of a change prior to the presentation date(s). The determination as to need for presentations, the location, order, and schedule of the presentations is at the sole discretion of the Agency. The bidder may include slides, graphics, and other media selected to illustrate the bidder’s Bid Proposal.

## Notice of Intent to Award.

Notice of Intent to Award will be sent to all bidders that submitted a Bid Proposal by the due date and time. The Notice of Intent to Award does not constitute the formation of a contract between the Agency and the apparent successful bidder.

## Acceptance Period.

The Agency shall make a good faith effort to negotiate and execute the contract. If the apparent successful bidder fails to negotiate and execute a contract, the Agency may, in its sole discretion, revoke the Notice of Intent to Award and negotiate a contract with another bidder or withdraw the RFP. The Agency further reserves the right to cancel the Notice of Intent to Award at any time prior to the execution of a written contract.

## Review of Notice of Disqualification or Notice of Intent to Award Decision.

Bidders may request reconsideration of either a notice of disqualification or notice of intent to award decision by submitting a written request to the Agency:

Bureau Chief

c/o Bureau of Service Contract Support

Department of Human Services

Hoover State Office Building, 1st Floor

1305 E. Walnut Street

Des Moines, Iowa 50319-0114

email: [reconsiderationrequest@dhs.state.ia.us](mailto:reconsiderationrequest@dhs.state.ia.us)

The Agency must receive the written request for reconsideration within five (5) days from the date of the notice of disqualification or Notice of Intent to Award decision. The written request may be mailed, emailed, or delivered. It is the bidder’s responsibility to assure timely delivery of the request for reconsideration. The request for reconsideration shall clearly and fully identify all issues being contested by reference to the page and section number of the RFP. If a bidder submitted multiple Bid Proposals and requests that the Agency reconsider a notice of disqualification or notice of intent to award decision for more than one (1) Bid Proposal, a separate written request shall be submitted for each. At the Agency’s discretion, requests for reconsideration from the same bidder may be reviewed separately or combined into one (1) response. The Agency will expeditiously address the request for reconsideration and issue a decision. The bidder may choose to file an appeal with the Agency within five (5) days of the date of the decision on reconsideration in accordance with Iowa Admin Code r. 441-7.41.

## Definition of Contract.

The full execution of a written Contract shall constitute the making of a Contract for services and no bidder shall acquire any legal or equitable rights relative to the Contract services until the Contract has been fully executed by the apparent successful bidder and the Agency.

## Choice of Law and Forum.

This RFP and the resulting Contract are to be governed by the laws of the State of Iowa without giving effect to the conflicts of law provisions thereof. Changes in applicable laws and rules may affect the negotiation and contracting process and the resulting contract. Bidders are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought and maintained in the appropriate Iowa forum.

## Restrictions on Gifts and Activities.

Iowa Code chapter 68B restricts gifts that may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Bidders must determine the applicability of this Chapter to their activities and comply with the requirements. In addition, pursuant to Iowa Code § 722.1, it is a felony offense to bribe or attempt to bribe a public official.

## Exclusivity.

Any contract resulting from this RFP shall not be an exclusive contract.

## No Minimum Guaranteed.

The Agency anticipates that the selected bidder will provide services as requested by the Agency. The Agency does not guarantee that any minimum compensation will be paid to the bidder or any minimum usage of the bidder’s services.

## Use of Subcontractors.

The Agency acknowledges that the selected bidder may contract with third parties for the performance of any of the Contractor’s obligations; however, the prime Contractor shall be responsible for one hundred percent (100%) of all administrative and transaction processing services described under the Contract. The Contractor will coordinate and ensure end-to-end testing is conducted with subcontractors, in conjunction with, and to the satisfaction of the Agency. The Agency reserves the right to provide prior approval for any subcontractor used to perform services under any contract that may result from this RFP.

## Bidder Continuing Disclosure Requirement.

To the extent that bidders are required to report incidents when responding to this RFP related to damages, penalties, disincentives, administrative or regulatory proceedings, founded child or dependent adult abuse, or felony convictions, these matters are subject to continuing disclosure to the Agency. Incidents occurring after submission of a Bid Proposal, and with respect to the successful bidder after the execution of a contract, shall be disclosed in a timely manner in a written statement to the Agency. For purposes of this subsection, timely means within thirty (30) days from the date of conviction, regardless of appeal rights.

# **How to Submit a Bid Proposal: Format and Content Specifications**

## Bid Proposal Formatting.

These instructions provide the format and specifications of the Bid Proposal and are designed to facilitate the submission of a Bid Proposal that is easy to understand and evaluate. Failure to comply with formatting requirements may be used as the basis for rejection of the proposal.

|  |  |  |
| --- | --- | --- |
| **Subject** | **Specifications** | |
| **Paper Size** | 8.5” x 11” paper (one side only). Charts or graphs may be provided on legal-sized paper. | |
| **Font** | Bid Proposals must be typewritten. The font must be eleven (11) point or larger (excluding charts, graphs, or diagrams). Acceptable fonts include Times New Roman, Calibri, and Arial. | |
| **Page Limit** | The Bid Proposal is limited to one thousand (1000) pages. Financial information, resumes, references, requested product samples, and RFP forms will not count toward the page limit. | |
| **Pagination** | | All pages are to be sequentially numbered from beginning to end (do not number Proposal sections independently of each other). | |
| **Bid Proposal General Composition** | | * Bid Proposals shall be divided into two (2) parts: Technical Proposal and cost proposal. * Technical Proposals submitted in multiple volumes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. * Bid Proposals must be bound and use tabs to label sections. | |
| **Envelope Contents and Labeling** | | All submissions shall be addressed to the Issuing Officer included in Section 3.1.  The original Bid Proposal shall be labeled “original” and each copy of the Bid Proposal shall be labeled “copy.” Each copy must be numbered to correspond with the number of copies of Proposals (i.e. Copy 1 of 8).  The Technical and cost proposals must be submitted separately. | |
| **Number of Hard Copies** | | Submit one (1) original hard copy of the Proposal and eight (8) identical copies of the original. The original hard copy must contain original signatures. | |
| **CD-ROM/USB Flash Drive** | | The Technical Proposal and cost proposal must be provided on separate CD(s) or USB flash drives. The CD-ROM or USB flash drives must be placed in the envelope with the original Bid Proposal.  The Technical Proposal must be saved in less than five (5) files. The CD(s) or USB flash drives must be compatible with Microsoft Office 2007 (or later) software. Proposals shall be provided in Microsoft Word format. An additional Proposal copy may be submitted in PDF format. Files shall not be password protected or saved with restrictions that prevent copying, saving, highlighting, or reprinting of the contents. | |
| **Request for Confidential Treatment** | | Requests for confidential treatment of any information in a Bid Proposal must meet these specifications:  The bidder will complete the appropriate section of the Primary Bidder Detail Form & Certificationwhich requires the specific statutory basis supporting the request for confidential treatment and an explanation of why disclosure of the information is not in the best interest of the public.  The bidder shall submit one (1) complete paper copy of the Bid Proposal from which confidential information has been redacted. This copy shall be clearly labeled on the cover as a “public copy”, and each page upon which confidential information appears shall be conspicuously marked as containing confidential information. The confidential material shall be redacted in such a way as to allow the public to determine the general nature of the material removed. To the extent possible, pages should be redacted sentence by sentence unless all material on a page is clearly confidential under the law. The bidder shall not identify the entire Bid Proposal as confidential.  The cost proposal will be part of the ultimate contract entered into with the successful bidder. Pricing information may not be designated as confidential material. However, cost proposal supporting materials may be marked confidential if consistent with applicable law.  The bidder shall submit a CD-ROM or USB flash drive containing an electronic copy of the Bid Proposal from which confidential information has been redacted. This CD-ROM or USB flash drive shall be clearly marked as a “public copy”. | |
| **Exceptions to RFP/Contract Language** | | If the bidder objects to any term or condition of the RFP or attached Sample Contract, specific reference to the RFP page and section number shall be made in the Primary Bidder Detail & Certification Form. In addition, the bidder shall set forth in its Bid Proposal the specific language it proposes to include in place of the RFP or contract provision and cost savings to the Agency should the Agency accept the proposed language.  The Agency reserves the right to either execute a contract without further negotiation with the successful bidder or to negotiate contract terms with the selected bidder if the best interests of the Agency would be served. | |

See Sections 1, 2, and 3 for the procurement timetable, procurement terms, and rules. An overview of the evaluation process for bid proposals is presented in the subsequent sections.

## Contents and Organization of Technical Proposal.

This section describes the information that must be in the Technical Proposal. Bid Proposals should be organized into sections **in the same order provided here** using tabs to separate each section.

The Technical Proposal must present a full and complete description of the qualifications of the bidder and its staff to carry out the requirements set forth in this RFP, as well as the approach and methods the bidder proposes to use in completing the scope of work.

No reference is to be made to any pricing information or elements of cost within the Technical Proposal. If any element of pricing or cost is referred to in the transmittal letter or any part of the Technical Proposal, the bidder may be disqualified.

### Information to Include Behind Tab 1: Transmittal Letter.

The transmittal letter serves as a cover letter for the Technical Proposal. It must consist of an executive summary that briefly reviews the strengths of the bidder and key features of its proposed approach to meet the specifications of this RFP.

### Information to Include Behind Tab 2: Proposal Table of Contents.

The Bid Proposal must contain a table of contents.

### Information to Include Behind Tab 3: RFP Forms.

The forms listed below are attachments to this RFP. Fully complete and return these forms behind Tab 3:

1. Release of Information Form,
2. Primary Bidder Detail & Certification Form,
3. Subcontractor Disclosure Form (one (1) for each proposed subcontractor),
4. Certification and Disclosure Regarding Lobbying, and
5. An attached completed W-9 form.

### Information to Include Behind Tab 4: Bidder’s Approach to Completing the Statement of Work.

Bidders shall address the requirements and bidder’s response questions found in Section 5 General Scope of Work, Section 6 EBT Scope of Work, Section 7 EPC Scope of Work and Section 8 Wireless EBT Project Scope of Work. The bidder’s proposal shall number proposal response sections to align with the sections found within each of these scopes of work. The bidder shall address each Bidder’s Response Question that the successful contractor will perform as listed in Sections 5, 6, 7, and 8 by first restating the Bidder’s Response Question from the RFP and then detailing the bidder’s planned approach to meeting the requirements immediately after the restated text. Bid responses should provide sufficient detail so that the Agency can understand and evaluate the bidder’s approach, and should not merely repeat the Bidder’s Response Question.

Within each section, the bidder is prompted to provide statements regarding its ability to satisfy all requirements detailed within the sections within the timeframes specified. Any deviations to the requirements shall be identified by requirement number, requirement description, and a description of either why the bidder cannot satisfy the requirement or describe the bidder’s alternatives for meeting the requirement. Additionally, any deviations to the bidder’s ability to meet the requirement within the specified timeframe shall also be provided.

Bidders are given wide latitude in the degree of detail they offer or the extent to which they reveal plans, designs, examples, processes, and procedures. Bidders do not need to address any responsibilities that are specifically designated as Agency responsibilities.

**Note:**

* Responses to the Bidder’s Response Questions shall be in the same sequence as presented in the RFP.
* Bid Proposals shall identify any deviations from the specifications the bidder cannot satisfy within the detailed narrative sections described below.
* Bid Proposals shall not contain promotional or display materials unless specifically required.

### Information to Include Behind Tab 5A: Initial Deliverables. The bidder shall submit the following:

1. Initial project work plan Deliverables for EBT, EPC, and the Wireless EBT Project,
2. Initial issue management process documents for EBT, EPC and Wireless EBT Project,
3. System security plan for the EBT and EPC solutions. For the EBT solution, the system security plan shall be mapped to the Security Plan Checklist that is provided in section A14 of the FNS 901 Handbook, and
4. Written attestation that the Bidder will comply with requirements of the USDA Free SNAP EBT Equipment Program and the eligible markets and farmers served under the program.

#### Information to Include Behind Tab 5B: The bidder shall submit the following sample materials:

1. Sample retailer portal screen shots,
2. Sample retailer training manual, tip sheets, or quick guides,
3. Sample EBT recipient portal screen shots,
4. Sample EBT card mailer,
5. Sample EBT mobile application screen shots,
6. Sample EBT administrative terminal screen shots,
7. Sample Data Warehouse reports,
8. Sample “Advanced” Data Warehouse screen shots and reports,
9. Sample EBT reports,
10. Sample EPC recipient portal screen shots,
11. Sample EPC card mailer,
12. Sample EPC mobile application screen shots,
13. Sample EPC administrative terminal screen shots, and
14. Sample EPC reports.

**Note:**

* Sample materials shall follow the same sequence as presented above.
* Sample materials shall be separated and clearly labeled as designated above.

#### Information to Include Behind Tab 5C: Processing Documentation. The bidder shall submit the following:

1. Documentation of its EBT transaction processing process, and
2. Documentation of its EPC transaction processing process.

### Information to Include Behind Tab 6: Bidder’s Background.

Provide the information set forth in this section regarding its experience and background.

#### Experience.

The Contractor shall have a minimum of three (3) years’ experience in developing, implementing, and managing financial systems such as EBT and EPC financial networks and transaction processing. The Contractor or any subcontractor shall have experience working with the Direct Marketing Farmers, wireless POS equipment, and farmers market wireless processing EBT services.

Provide the following information regarding the organization’s experience:

1. Years of technical experience in providing the types of services sought by the RFP.
2. Description of all services similar to those sought by this RFP that the bidder has provided to other businesses or governmental entities within the last twenty four (24) months. For each similar service, provide a matrix detailing:
   1. Project title,
   2. Project role (primary contractor or subcontractor),
   3. Name of client agency or business,
   4. General description of the scope of work,
   5. Start and end dates of contract as originally entered into between the parties,
   6. If there were any alteration(s) to the contract timeframe(s) or the contract was terminated for any other reason before completion of all obligations under the contract provisions, fully explain the reason(s) for the alteration or termination,
   7. Total value of the contract at the time it was executed and any alteration(s) to that amount. Provide reason(s) for the alteration(s) to the contract value,
   8. Whether the services were provided timely and within budget,
   9. Whether the Contractor has ever failed to implement its EBT/EPC solution or famers market support services in any state within the original timeframes established at initial contract execution,
   10. Any damages, penalties, disincentives assessed, or payments withheld, or anything of value traded or given up by the bidder that are valued at or above $500,000. Include the estimated cost assessed against the bidder for the incident with the details of the occurrence, and
   11. Contact information for the client’s project manager including address, telephone number, and electronic mail address.
3. List any details of whether the bidder or any owners, officers, primary partners, staff providing services or any owners, officers, primary partners, or staff providing services of any subcontractor who may be involved with providing the services sought in this RFP, have ever had a founded child or dependent adult abuse report, or been convicted of a felony.
4. Letters of reference from three (3) of the bidder’s previous clients knowledgeable of the bidder’s performance in providing services similar to those sought in this RFP, including a contact person, telephone number, and electronic mail address for each reference. It is preferred that letters of reference are provided for services that were procured in a competitive environment. Persons who are currently employed by the Agency are not eligible to be references.
5. Description of experience managing subcontractors, if the bidder proposes to use subcontractors.
6. Description of how the mission, vision, and services provided by the organization are congruent with the delivery of services described in this RFP.
7. Description of how the bidder is able to bring experience and best practices from other projects to these scopes of work to add value and success to the project.
8. Description of lessons learned from previous experience with projects of similar size and scope and how the bidder will apply those lessons learned to this contract.
9. Description of how the bidder will work with the Agency to identify and implement initiatives throughout the Contract to demonstrate continual improvement and drive better service delivery.

#### Personnel.

Provide the following information regarding personnel.

1. Job descriptions and minimum qualifications for all staff positions to be funded by the project to deliver EBT/EPC and Wireless EBT Project services.
2. Subcontractor agreements: Name and qualifications of any known subcontractor(s) who will be involved with this project. Describe the work and estimate the percent of total work the subcontractor(s) will be performing. The Agency reserves the right to provide prior approval for any subcontractor used to perform services under any Contract that may result from this RFP.
   1. Include the EBT/EPC program manager’s experience managing subcontractor staff if the bidder proposes to use subcontractors.
   2. If different from the EBT/EPC program manager, include the Wireless EBT Project program manager’s experience managing subcontractor staff if the bidder proposes to use subcontractors.
3. Describe the organization hiring process, including criminal history and background checks.
4. Describe how the organization’s policies and procedures support the recruitment and retention of qualified staff.
5. Identify the names and credentials of owners and executives of the organization and, if applicable, their roles on the project.
6. Identify the current board of directors, or names of all partners, as applicable.
7. Identify the project team (including key personnel) in the bid proposal.
   1. Resumes shall clearly identify the role each person would fulfill in performing the work as part of the Contract. The resumes shall include: name, education, years of experience, employment history, particularly as it relates to the scope of services specified herein, and reflect qualifications and recent experience relevant to the scopes of work. Resumes shall also include the percentage of time the person will specifically be dedicated to this Contract, if the bidder is selected as the successful bidder. Resumes shall include at least three (3) references who may be contacted to verify the individual’s qualifications and experience. Resumes shall not include social security numbers.
   2. Identify the percentage of time the EBT/EPC program manager, the Wireless EBT program manager, and key project personnel will devote to this project on a monthly basis.

##### **Tables of Organization.**

Illustrate the line of authority in two (2) organizational tables:

1. One (1) outlining the bidder’s overall operations.
2. One (1) that highlights staff who will provide services under the RFP.

#### Termination, Litigation, and Investigation.

Bid Proposals must indicate whether any of the following conditions have been applicable to the bidder, or a holding company, parent company, subsidiary, or intermediary company of the bidder during the past ten (10) years. If any of the following conditions are applicable, then the bidder shall state the details of the occurrence. If none of these conditions is applicable to the bidder, the bidder shall so indicate. List any:

1. Contract for services that the bidder has had that was terminated for convenience, nonperformance, non-allocation of funds, or any other reason for which termination occurred before completion of all obligations under the contract provisions.
2. Occurrences where the bidder has either been subject to default or has received notice of default or failure to perform on a contract. Provide full details related to the default or notice of default including the other party’s name, address, and telephone number.
3. Any damages, penalties, disincentives assessed, or payments withheld, or anything of value traded or given up by the bidder that are valued at or above $500,000. Include the estimated cost assessed against the bidder for the incident with the details of the occurrence.
4. List administrative or regulatory proceedings or adjudicated matters related to this service to which the bidder has been a party.
5. Irregularities that have been discovered in any of the accounts maintained by the bidder on behalf of others. Describe the circumstances of irregularities or variances and detail how the issues were resolved.
6. Details of whether the bidder or any owners, officers, primary partners, staff providing services or any owners, officers, primary partners, or staff providing services of any subcontractor who may be involved with providing the services sought in this RFP, have ever had a founded child or dependent adult abuse report, or been convicted of a felony.

Note: Failure to disclose information about the matters in this section may result in rejection of the Bid Proposal or in termination of any subsequent Contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a Bid Proposal, and with respect to the successful bidder after the execution of a Contract, shall be disclosed in a timely manner in a written statement to the Agency. For purposes of this subsection, timely means within thirty (30) days from the date of conviction, regardless of appeal rights.

## Cost Proposal.

The cost proposal shall be packaged separately and include the information as requested in Appendix E. Cost proposal must be presented on a maximum, not-to-exceed cost basis.

Complete the cost proposal form (Appendix E). Appendix E must be completed with the assumption that all of bidder’s opposition to contract terms as set forth pursuant to Attachment B: Primary Bidder Detail & Certification Form will be rejected. Contract term changes will be negotiated after award. The cost proposal form (Appendix E) shall not be labeled as confidential.

# **General Scope of Work**

The following section details the requirements the Contractor shall meet to support the general scope of work. All of the requirements, unless otherwise indicated, apply to both the EBT and EPC solution(s) and Wireless EBT Project. Requirements that are specific to either EBT or EPC will have an EBT ONLY or EPC ONLY designation prior to the requirement. Requirements that do not apply to the Wireless EBT Project are noted and will be specifically addressed in Section 8 Wireless EBT Project scope of work, when applicable.

## Contract Management.

This section outlines the contract management requirements for the Contract. Requirements include:

* Breaches,
* Record Retention,
* EBT-ONLY. Waivers, and
* Contract Payment Methodology.

**Current State Information**

The current contractor provides a local program manager to oversee all contract management duties. This representative resides in the State of Iowa. Operations with the current contractor are stable. The current contractor offers twenty four (24) hour support to the Agency.

**5.1.1 General Contract Management Requirements.**

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| --- | --- |
| 5.1.1.1 | The Contractor shall follow all applicable federal and State laws, regulations, rules, policies, and industry best practices related to EBT and EPC, and Wireless EBT Project, including terms and conditions within the Agency’s standard contract. |
| 5.1.1.2 | In order of precedence, the Contractor shall use:   1. Federal law, 2. Federal regulations, 3. Written directives, instructions, or other clarifications from the Food and Nutrition Service (FNS) for EBT and the Federal Administration for Children for EPC including, but not limited to program instructions and policy memos, 4. EBT ONLY. Quest Operating Rules, 5. State law, 6. State administrative rules, 7. Requirements set out in the Contract, and 8. Prevailing industry performance standards. |
| 5.1.1.2.1 | In the event of a conflict between governing regulation and guidelines, the Agency shall determine what standard applies to the Contractor and the EBT and EPC solution and Wireless EBT Project services. In determining the appropriate standard, the Agency shall allow consultation and input from the Contractor. However, the final decision shall remain with the Agency. |
| 5.1.1.3 | The Contractor shall make all federally mandated system changes at no cost to the Agency. |
| 5.1.1.4 | EBT ONLY. The Contractor shall develop and implement a solution that complies with Quest Operating Rules, plus all subsequent revision and amendments to these rules. |
| 5.1.1.5 | The Contractor shall ensure through technical design, resource allocation, and staffing that each service is conducted in accordance with the Contract performance standards. |
| 5.1.1.6 | The Contractor accepts the defined responsibilities and liabilities as defined within these scopes of work. |
| 5.1.1.7 | Erroneous Disbursement or Authorization of Funds. The Contractor is liable with regard to authorization of State administered programs into a recipient account as described in related language in 7 C.F.R. § 276 and/or other applicable State and federal law, unless an error is the result of the provision of erroneous information by the State to the Contract. |
| 5.1.1.8 | Transaction Processing and Settlement. The Contractor shall bear all liability for any losses resulting from errors or omissions including fraud and abuse on the part of the Contractor or its representatives or subcontractors. These liabilities shall include, but are not limited to:   1. Any duplicate or erroneous postings to a recipient account. Any losses from funds drawn from an account after the recipient notified the Contractor that the EBT card or EPC has been lost or stolen. 2. Any losses from transactions performed with an EBT card or EPC not activated by the recipient and/or the Contractor. 3. Any damages or losses suffered by a federal or State agency due to negligence on the part of the Contractor. 4. Any loss of benefits caused by fraud or abuse by the Contractor or its representatives or subcontractors. 5. Benefits paid out in excess of the authorized recipient benefit amounts. |
| 5.1.1.9 | EBT ONLY. In addition to any requirements specified elsewhere in these scopes of work, the Contractor shall comply with all rules and regulations governing the issuances for EBT systems and their operations, including but not limited to:   1. FNS Handbook 901, 2. Quest Operating Rules, 3. SOC 1 compliance demonstrating SSAE 18 compliance prior to contract execution or the current industry standard at the time and annually thereafter, and 4. SOC 2 compliance or attestations of information security risk assessment, network penetration scan, and web application scan without critical or high vulnerabilities identified prior to contract execution and annually thereafter. |
| 5.1.1.10 | EPC ONLY. In addition to any requirements specified elsewhere in these scopes of work, the Contractor shall also comply with all rules and regulations governing the issuances for EPC systems and their operations, including but not limited to:   1. Federal Deposit Insurance Corporation (FDIC) Law, Regulations, Related Act. The Contractor shall comply with all 6500-FDIC Consumer Protection, Part 205-Electronic Funds Transfer (Regulation E) rules applicable to aspects of EPC services development and operation and shall maintain EPC services in full compliance with FDIC rules and federal guidance at all times. 2. Each recipient’s account balance shall be Federal Deposit Insurance Corporation (FDIC) insured up to $250,000. A "zero-liability" policy shall be provided to recipients and the Agency. The Contractor and/or its banking partner shall provide evidence of certification, membership, and/or compliance with FDIC rules and regulations. 3. International Standards Organization (ISO) and American National Standards Institution (ANSI) standards related to EPC development and operations, including changes to those standards. 4. VISA or MasterCard. The Contractor shall be affiliated with either VISA or MasterCard rules and regulations that apply to the EPC development and operations required by this scope of work. 5. National Automated Clearing House Association (NACHA). The Contractor shall comply with NACHA rules and regulations that apply to EPC development and operations required by this scope of work. 6. SOC 1 compliance demonstrating SSAE 18 compliance prior to contract execution or the current industry standard at the time and annually thereafter. 7. SOC 2 compliance or attestations of information security risk assessment, network penetration scan, and web application scan without critical or high vulnerabilities identified compliance prior to contract execution and annually thereafter. 8. The Agency requires all entities that store, process and/or transmit cardholder data adhere to the Payment Card Industry (PCI) Data Security Standard (DSS). These requirements apply to all system components included in or connected to cardholder data. Prior to implementation and annually thereafter, the Contractor shall provide evidence of compliance with PCI DSS standards. |
| 5.1.1.11 | Breaches. |
| 5.1.1.11.1 | The Contractor shall monitor any industry incidences or breaches that may affect the Agency and/or SNAP and/or TANF recipients. |
| 5.1.1.11.2 | The Contractor shall have a mechanism in place to immediately report to the Agency any actual or suspected unauthorized access to, use of, or disclosure of Agency data or information of which the Contractor becomes aware. |
| 5.1.1.12 | Record Retention. |
| 5.1.1.12.1 | The Contractor shall maintain and retain all EBT and EPC recipient, transactional, account records, and Wireless EBT Project management records for the lifetime of this contract and for up to seven (7) years after expiration or termination of this Contract. |
| 5.1.1.13 | EBT ONLY. Waivers. |
| 5.1.1.13.1 | EBT ONLY. The following SNAP waivers (provided in Attachment G SNAP EBT Waiver Descriptions) are effective with Iowa's current Contract and have been approved by FNS. The Contractor shall provide an EBT solution that operates with these waivers.   1. PIN selection via IVR and 2. Adjustment no-hold. |
| 5.1.1.14 | Contract Payment Methodology. |
| 5.1.1.14.1 | EBT ONLY. Contract payment shall be on a Cost Per Case Per Month (CPCM) as provided in the cost proposal “Total CPCM”. |
| 5.1.1.14.2 | EPC ONLY. The EPC Solution shall be provided at no cost to the Agency. |
| 5.1.1.14.3 | WIRELESS EBT PROJECT ONLY. The Wireless EBT Project services shall be based on the total cost per farmer per month. |
| 5.1.1.15 | System Documentation Library. |
| 5.1.1.15.1 | The Contractor shall be responsible for maintaining and updating all system documentation and manuals delivered during the design, development and testing, and transition/database conversion phases to reflect any and all changes from the established baseline, including remedial, enhancing, and conforming changes. System documentation includes, but is not limited to: functional design document, detailed design document, issue management process, change management plan, system security plan, training materials, customer service scripts and procedures document, training materials, interface control documents (including host-to-host record formats and batch file formats), reports manual, settlement/reconciliation manual, administrative terminal user’s manual, and EBT ONLY retailer operations manual. |
| 5.1.1.15.2 | The Contractor shall maintain and update the system documentation and manuals on a document repository site, such as SharePoint. |

**Bidder’s Response Question #1 –** The bidder shall describe its approach to contract management and how it will meet each of the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

## Project Management.

This section discusses the Contractor’s project management requirements, including:

* Planning, Design, Development, and Transition/Database Conversion Weekly project management and
* Operations and Contract Close Out Phases Bi-Weekly Status project management.

**Current State Information**

As with contract management, the current EBT/EPC contractor’s local program manager oversees all project management duties.

The Wireless EBT Project’s contractor’s program manager oversees all project management duties for the Wireless EBT Project.

### Project Management Requirements.

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| --- | --- |
| 5.2.1.1 | The Contractor shall provide overall project management throughout the Contract term, including the day-to-day management of its staff. |
| 5.2.1.2 | The Contractor shall deploy a project management methodology that follows industry best practices throughout the duration of the Contract term. Project management processes should be described as part of the planning Deliverables, as detailed in Section 5.4 below. |
| 5.2.1.3 | The Contractor shall adhere to all plans and processes outlined in the planning phase Deliverables throughout the course of the contract. |
| 5.2.1.4 | The Contractor shall attend meetings with the designated Agency staff as specified throughout and other members of the project team, as specified by the Agency. The Contractor’s Program Manager must work with the Agency to establish regular meeting times at the start of the Contract. |
| 5.2.1.5 | The Contractor shall provide the Agency for review and approval, a regular status report that includes, but is not limited to:   1. Risk and issue log tracking open issues remaining since the last report, 2. Issues closed since the last report, 3. A list of all actions to be performed and decisions to be made by the Agency, and 4. Other items of note. |

**Bidder’s Response Question #2 –** The bidder shall describe its approach to project management and how it will meet each of the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

## Project Phases.

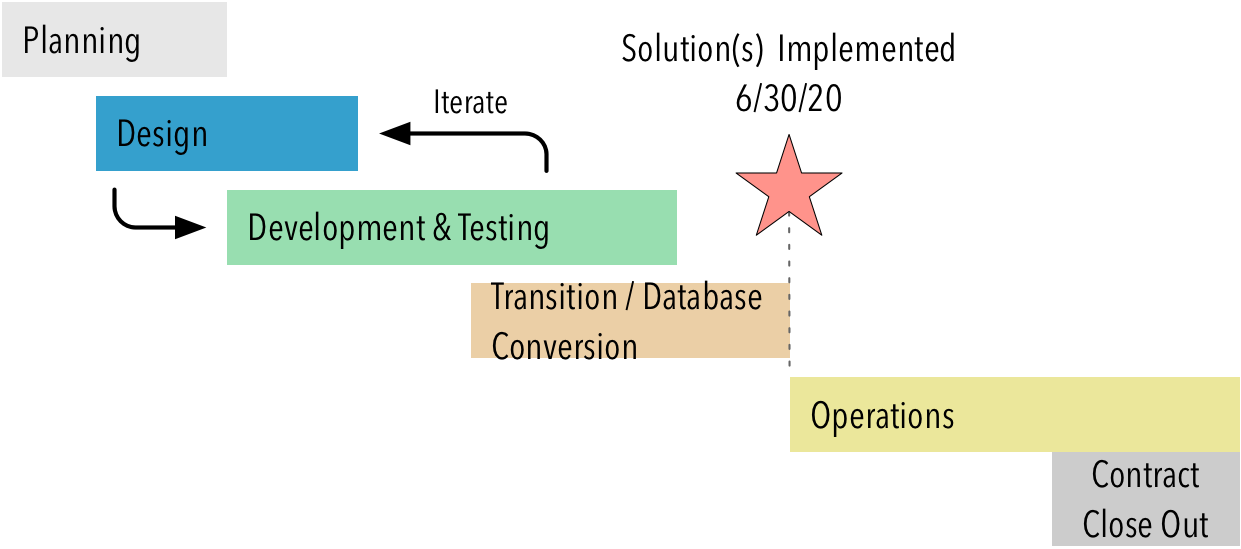
The requirements defined in this section relate to the project phases expected for this project. Currently, the Agency envisions the EBT and the EPC project consisting of six (6) generally sequential (although somewhat overlapping phases). The Wireless EBT Project will follow the same phases, with the exception of Development and Testing. The specific dates for each phase will be determined collaboratively with the Agency and the Contractor based on the readiness of the EBT and EPC solution(s), the Agency, and Contractor staff. The Agency has identified the following phases for the Contract term:

* Planning Phase,
* Design Phase,
* Development and Testing Phase,
* Transition/Database Conversion Phase,
* Operations Phase, and
* Contract Close Out.

It is anticipated that the successful bidder, even if the Contract is awarded to the incumbent, will have some modifications and are expected to maintain the requirements defined within each project phase.

Figure 5.3.1 illustrates a high-level timeframe for each of the project phases discussed within this section.

**Figure 5.3.1: Project Phases**



### General Project Phases Requirements.

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| --- | --- |
| 5.3.1.1 | The Contractor shall support the six (6) project phases. Requirements of each phase are included in the requirements below. The phases are:   1. Planning, 2. Design, 3. Development and testing, 4. Transition/Database conversion, 5. Operations, and 6. Contract close out. |
| 5.3.1.2 | The Contractor shall work with the Agency to develop clear entrance and exit criteria for all defined project phases. |

### PLANNING PHASE.

Planning activities ensure that adequate planning and project management resources are dedicated to this project and the awarded Contractor is ready to begin work.

The Agency anticipates planning activities to begin early July 2019 or within the first two (2) weeks of the Contract to ensure a successful transition/database conversion of any solutions and/or services by June 30, 2020, unless mutually agreed upon by the Contactor and Agency.

#### Planning Phase Requirements.

|  |  |
| --- | --- |
| 5.3.2.1.1 | During the Planning Phase, the Contractor shall submit an updated project work plan as described in Section 5.4. |
| 5.3.2.1.2 | EBT ONLY. The Contractor shall provide an updated Retailer, TPP, and Provider agreements list with noted deviations or exceptions to the Agency upon request. |
| 5.3.2.1.3 | EBT ONLY. The Contractor shall submit any Retailer and TPP agreement changes for review.   1. FNS requires changes to Retailer and TPP agreements to go under a sixty (60) day review period. 2. The Agency shall have a review and approval period of a minimum of ten (10) days before submission to FNS. |
| 5.3.2.1.4 | The Contractor shall successfully meet all established planning phase exit criteria and design phase entrance criteria. |

**Bidder’s Response Question #3 –** The bidder shall describe its approach to the planning phase and how it will meet each of the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

### DESIGN PHASE.

Design activities include review and validation of solution design specifications and product documentation conformance to the Agency’s requirements. Completion of design phase may overlap with the development & testing phase if there are no component dependencies, or based on satisfying Agency and Contractor defined entrance and exit criteria for the EBT and EPC solution(s) and Wireless EBT Project services. Many of the Deliverables produced during this phase will be subject for review and approval by FNS.

#### Design Phase Requirements.

|  |  |
| --- | --- |
| 5.3.3.1.1 | The Contractor shall design the EBT and EPC solution(s) and Wireless EBT Project services according to the requirements outlined in the scopes of work. |
| 5.3.3.1.2 | The Contractor shall review the design of the EBT and EPC solution(s) and Wireless EBT Project services in a facilitated design session, to review design components against the requirements. |
| 5.3.3.1.3 | The Contractor shall perform prototyping in design sessions when appropriate to enable the Agency staff to review and accept windows, screens, reports, or other layout designs. |
| 5.3.3.1.4 | During design, the Contractor shall track meeting notes that include decisions, justification for changes (including new, modified, or deleted requirements), outstanding problems requiring follow-up, and impacts to future design sessions. This is not a deliverable. |
| 5.3.3.1.5 | The Contractor shall successfully meet all established design phase exit criteria and development and testing entrance criteria. |

**Bidder’s Response Question #4 –** The bidder shall describe its approach to the design phase and how it will meet each of the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

### DEVELOPMENT AND TESTING PHASE.

Development and testing phase requirements listed in this section do not apply to the Wireless EBT Project.

Development and testing activities includes development (or configuration) of the Contractor’s solution per the approved design documentation. Due to the maturity of the EBT and EPC marketplace, the Agency anticipates very little custom development will be necessary. However, the primary goal is to meet the project objectives and EBT and EPC solution(s) requirements laid out within this RFP before the expiration of its current contract.

The development and testing phase also includes thorough testing to verify that each basic component of the solution and the entire solution from end-to-end is developed correctly in accordance with the design specifications. Deliverables produced for EBT during this phase are subject for review and approval by FNS.

Testing includes:

* Unit testing,
* Integration testing,
* Systems testing,
* Regression testing,
* End-to-end testing,
* User acceptance test,
* Performance testing,
* Security testing,
* IVR and CSR testing, and
* Database conversion testing.

#### Development and Testing Phase Requirements.

|  |  |
| --- | --- |
| 5.3.4.1.1 | The Contractor shall develop or configure and test the EBT and EPC solution(s) according to the system specifications defined and agreed upon in the FDD, DDD, and ICD documents created during the design phase. |
| 5.3.4.1.2 | The Contractor shall complete all web and portal development, including design and implementation, in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and the Web Accessibility Initiative of the W3C. |
| 5.3.4.1.3 | The Contractor shall use de-identified data during all phases of testing. |
| 5.3.4.1.4 | The Contractor shall revise the BRD for both the EBT and EPC solution(s) and the requirements traceability matrix to reflect any changes to requirements. If revisions are required, the Contractor shall submit the updated BRDs and requirements traceability matrix within five (5) days of identifying the change. |
| 5.3.4.1.5 | During testing, the Contractor shall be available Onsite during all FNS site visits. |
| 5.3.4.1.6 | The Contractor shall provide and make available test EBT cards and EPCs for Agency testing purposes. |
| 5.3.4.1.7 | The Contractor shall complete testing of all components and functional areas of the EBT and EPC solution(s), including the Mobile Application(s), before and after delivery to the Agency including (5.3.4.1.7.1 to 5.3.4.1.7.13): |
| 5.3.4.1.7.1 | Unit testing of all components of the EBT and EPC solution(s) to verify individual components or solution modules per requirements and design specifications. The unit testing process shall be documented in the Test Plan. |
| 5.3.4.1.7.2 | Integration testing to test the combination of components or modules that make up the EBT and EPC solution(s). The integration testing process shall be documented in the Test Plan. |
| 5.3.4.1.7.3 | Systems testing to ensure all aspects of the EBT and EPC solution(s) perform per requirements from entry point to completion. The system testing process shall be documented in the Test Plan. |
| 5.3.4.1.7.4 | Regression testing on systems previously tested to ensure that additional defects are not introduced as a result of code changes or new solution builds. The regression testing process shall be documented in the Test Plan. |
| 5.3.4.1.7.5 | End-to-end testing to provide demonstration of the EBT and EPC solution(s), including all interfaces between the Agency and the Contractor and FNS and the Contractor. This shall provide the Agency the opportunity to review and observe planned EBT and EPC solution(s) operations and federal representatives the opportunity to review the EBT solution operations. A comprehensive list of interfaces is included in Appendices B.1 EBT Interfaces and C.1 EPC Interfaces. |
| 5.3.4.1.7.6 | Test file transfers sent to and from the EBT and EPC solution(s) and Iowa's eligibility system, all appropriate SNAP-related USDA/federal systems (AMA, ALERT, STARS, and REDE), any card production systems, and/or banks of record. |
| 5.3.4.1.7.7 | Provide the complete and final test plan in order to proceed into UAT. |
| 5.3.4.1.7.7.1 | EBT ONLY. The complete and final test plan shall include all elements as defined in FNS Handbook 901 for EBT. |
| 5.3.4.1.7.8 | User Acceptance Testing (UAT). UAT shall be performed by the Agency for the EBT and EPC solution(s) and FNS for the EBT solution to ensure compliance with system design requirements. Agency representatives will conduct UAT, however, the Contractor shall provide sufficient resources to support UAT Onsite and answer questions in a timely manner to ensure testing stays on schedule.   1. UAT shall include tests that accurately represent real-world scenarios, including a live end-to-end test, testing the return of unsettled funds, an Interoperability test including cards from other states shopping in Iowa, and Iowa cards shopping in other states. UAT shall also cover functional requirements, security, recovery, and system controls, 2. UAT shall include the capability to test the EBT and EPC solution using test EBT cards and EPCs made available by the Contractor for field testing the system at various retailer locations, 3. The Contractor shall provide detailed test scripts for both EBT and EPC to be approved by the Agency. FNS will also review the test scripts for EBT. UAT execution shall be conducted by Agency representatives. The Contractor shall provide resources and data to support the Agency to develop additional test scripts as deemed necessary. 4. EBT ONLY. The Contractor shall demonstrate the process for performing daily EBT issuances between the Agency and the Contractor, and 5. Upon conclusion of UAT, the Contractor shall provide a UAT test results report documenting failures and defects along with their severity levels for Agency and FNS review and approval to proceed to transition/database conversion. |
| 5.3.4.1.7.9 | Performance/Stress Testing. The Contractor shall perform performance/stress testing to ensure the EBT and EPC solution(s) has been designed with sufficient capacity to manage Iowa's expected transaction volume.   1. The Contractor shall be expected to use test results from the stress test to develop a system capacity model to determine the appropriate hardware/software requirements and configuration so the EBT and EPC solution(s) scales with anticipated transaction volumes, and 2. EBT ONLY. Stress testing shall be done prior to federal acceptance testing for the EBT solution and the Contractor shall make the results available to the Agency. |
| 5.3.4.1.7.10 | Security Testing. The Contractor shall perform security testing to verify that security requirements are implemented and effective. |
| 5.3.4.1.7.11 | Interactive Voice Response (IVR) Testing. IVR system shall be tested to ensure the recipient and retailer calls are properly received, processed, and routed as defined within the requirements in the RFP. |
| 5.3.4.1.7.11.1 | EBT ONLY. IVR Testing will be part of the federal acceptance test. |
| 5.3.4.1.7.12 | The customer service center shall be tested to ensure the Customer Service Representatives (CSRs) respond appropriately to recipient and EBT ONLY retailer inquiries and that calls are answered within the specifications defined in the SLAs. |
| 5.3.4.1.7.13 | Data Conversion Testing. The Contractor shall be responsible for demonstrating to the Agency the conversion from any legacy systems to the new EBT and EPC solution(s).   1. Data conversion testing shall include validation of conversion results, and the ability to perform test transactions against the converted database. 2. Test transactions performed against the converted database shall include both EBT and EPC recipient transactions and administrative transactions (such as adding benefits, adding deposits, and card replacement transactions). 3. The Contractor shall perform a minimum of three (3) test conversions during the testing period. |
| 5.3.4.1.8 | The Contractor shall revise the DDD to reflect any modifications to the EBT and EPC solution(s) identified and made as a result of the testing. If revisions are required, the Contractor shall submit the updated DDD no later than one (1) month following the completion of the EBT and EPC solution(s) testing process. |
| 5.3.4.1.9 | The Contractor shall successfully meet all established development and testing exit criteria and transition/database conversion entrance criteria. |

**Bidder’s Response Question #5 –** The bidder shall describe its approach to the development and testing phase and how it will meet each of the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

### TRANSITION/DATABASE CONVERSION PHASE.

Transition/database conversion phase requirements listed in this section do not apply to the Wireless EBT Project. Applicable requirements are detailed in Section 8 Wireless EBT Project scope of work.

Transition/database conversion activities include transition of the legacy EBT and EPC databases that maintain, track, and manage recipient and benefit data to the new Contractor’s suite of products, including conversion of Exempt Retailers. System transition and database conversion activities will be monitored by FNS representatives.

#### Transition/Database Conversion Phase Requirements.

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| 5.3.5.1.1 | No transition/database conversion activities shall occur until development exit criteria and transition/database conversion entrance criteria have been passed. |
| 5.3.5.1.2 | The activities of the transition/database conversion phase must follow the tasks and procedures outlined in the transition/database conversion plan submitted during the planning phase. |
| 5.3.5.1.3 | For any transition/database conversion activities, the Contractor shall complete the following during the transition/database conversion phase:   1. Conduct recipient, Agency, and for EBT ONLY retailer training on the appropriate EBT or EPC topics, 2. Transition of call centers and IVRs, 3. Implement procedures for financial transition of settlement and reconciliation process from the current contractor to the new Contractor including but not limited to: establishing cut-offs, required reports and documentation, transition of balances, and dispute resolution procedures, 4. Administrative terminal transition for the EBT and EPC solution(s); including migration of current authorized users, 5. The migration of recipient and for EBT ONLY retailer databases from the current contractor's EBT and EPC systems to the new EBT and EPC solution(s), 6. Ensure that all data currently available in an online status in the legacy system will remain in an online status with the implementation of the new EBT and EPC solution(s), and 7. All data collected as part of the Contract shall be kept in an online status for its duration. No data shall be archived. |
| 5.3.5.1.4 | If necessary, the Contractor shall be responsible for the migration of the EBT and EPC recipient database conversion, which includes but is not limited to:   1. All transaction history held in the current system, 2. All recipient card and demographic data history held in the current system, 3. Benefit aging history, 4. Expungement history, 5. All benefit data history held in the current system, and 6. All card replacement history held in the current system. |
| 5.3.5.1.5 | If necessary, the Contractor shall transition all portals, databases, and installation of all EBT and EPC solution(s) to being in operations. |
| 5.3.5.1.6 | The Contractor shall conduct recipient, agency and for EBT ONLY retailer training. The training shall be delivered per the schedule provided in the Agency-approved project work plan. |
| 5.3.5.1.7 | EBT ONLY. The latest three hundred sixty five (365) days of transactions shall be required due the Agency's expungement process. The Agency currently expunges benefits daily. |
| 5.3.5.1.8 | EBT ONLY. The Contractor shall keep all benefit authorization history that have a non-zero balance. |
| 5.3.5.1.9 | EBT ONLY. If necessary, the Contractor shall implement new agreements with TPPs, Exempt Retailers, self-processed retailers, the call center and networks, including gateways and switches. A copy of the signed agreements shall be provided to the Agency upon request. |
| 5.3.5.1.10 | EBT ONLY. If necessary, the Contractor shall certify TPPs. |
| 5.3.5.1.11 | EBT ONLY. If necessary, the Contractor shall transfer outstanding manual vouchers for settlement. |
| 5.3.5.1.12 | EBT ONLY. If necessary, the Contractor shall install EBT-only POS terminals thirty (30) calendar days prior to transition/database conversion. |
| 5.3.5.1.13 | EBT ONLY. If necessary, the Contractor shall convert all Exempt Retailers. It shall be delivered per the schedule provided in the Agency-approved project work plan. This shall occur no later than thirty (30) calendar days prior to transition/database conversion. |
| **5.3.5.1.14** | **Transition/Database Conversion Phase Delays.** |
| 5.3.5.1.14.1 | A timely, successful, and problem free transition/database conversion from the current EBT and EPC contractor to any new Contractor, if selected as a result of this RFP, is considered critical to the EBT and EPC programs within the State of Iowa, both because of the potential impact to needy citizens of the State of Iowa, and the additional costs to the State from problems and/or delays relating to transition/database conversion. Because of the importance of the transition/database conversion, three (3) Deliverables are considered critical:   1. The transition/database conversion plan, 2. The conversion of the EBT databases to the new Contractor's EBT solution, and 3. The conversion of the EPC databases to the new Contractor's EPC solution. |

**Bidder’s Response Question #6 –** The bidder shall describe its approach to the transition/database conversion phase and how it will meet each of the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

### OPERATIONS PHASE.

Operations phase requirements listed in this section do not apply to the Wireless EBT Project. Applicable requirements are detailed in Section 8 Wireless EBT Project scope of work.

Operations commence after successful completion of transition/database conversion phase exit criteria. Operations activities encompass all routine operational support including regular communication with the Agency regarding EBT and EPC operations, ongoing issue management, and reporting (including defect management), as well as Enhancement and Change Order management and implementation.

#### Operations Phase Requirements.

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| 5.3.6.1.1 | During the operations phase, the Contractor shall maintain a close working relationship with the Agency, communicating any issues, or system problems to the Agency within twenty four (24) hours. |
| 5.3.6.1.2 | During the operations phase, the Contractor shall provide status reports on the operation of the EBT and EPC solution(s) on a regular basis as specified in Section 5.4 Deliverables. |
| 5.3.6.1.3 | The Contractor shall also notify the Agency at least seven (7) days prior to any scheduled system downtime. |
| 5.3.6.1.4 | The Contractor shall maintain the change management plan for handling changes during the operations phase. |
| 5.3.6.1.5 | The Contractor shall maintain key design plans and operations manuals throughout the Contract. These documents include:   1. Detailed design document, 2. Business continuity and recovery plan, 3. System operations/interface procedures manual, 4. Reports manual, 5. Settlement/reconciliation manual, 6. Administrative terminal user’s manual, 7. Call center scripts and procedures document, 8. Issue management process, and 9. EBT ONLY. Retailer operations manual. |
| 5.3.6.1.6 | The Contractor shall submit an update within five (5) business days of implementation of any updates to the following documents:   1. Change management plan, 2. Detailed design document, 3. Business requirements document, 4. Business continuity and disaster recovery plan, 5. System operations/interface procedures manual, 6. Reports manual, 7. Settlement/reconciliation manual, 8. Administrative terminal user’s manual, 9. Customer service scripts and procedures document, 10. Dispute resolution process, and 11. EBT ONLY. Retailer operations manual. |
| 5.3.6.1.7 | The Contractor shall provide testing results to the Agency for review and approval as mutually agreed upon by the Contractor and the Agency when deploying new functionality to the EBT and EPC recipient portals, EBT and EPC IVR, EBT and EPC administrative terminal(s), EBT and EPC Mobile Application (s), and EBT ONLY retailer portal. |
| 5.3.6.1.8 | The Contractor shall provide updated manuals to the Agency prior to implementing system and operational modifications into production. |

**Bidder’s Response Question #7 –** The bidder shall describe its approach to the operations phase and how it will meet each of the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

### CONTRACT CLOSE OUT.

Contract close out phase requirements listed in this section do not apply to the Wireless EBT Project. Applicable requirements are detailed in Section 8 Wireless EBT Project scope of work.

Contract close out activities include planning activities for handing the EBT and EPC solution(s) designed under this Contract to a new contractor at the termination or expiration of this Contract term. The Contractor shall cooperate with any new contractors to facilitate a changeover with minimal disruption to services.

#### Contract Close Out Phase Requirements.

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| 5.3.7.1.1 | The Contractor shall meet with the Agency and its new contractor bi-weekly to plan and coordinate schedules, work products, and mutual expectations during the new contractor’s transition/database conversion. |
| 5.3.7.1.2 | The Contractor shall maintain staffing levels consistent with levels during the operational phase of the Contract through the end of the Contract. |
| 5.3.7.1.3 | The Contractor shall support the new contractor’s efforts and provide any test data for transition/database conversion testing. |
| 5.3.7.1.4 | The Contractor shall provide documentation of the reconciliation of account balances and final settlement to maintain a clear and transparent audit trail. |
| 5.3.7.1.5 | The Contractor shall transition all customer service numbers to the selected contractor, as applicable. |
| 5.3.7.1.6 | The Contractor shall participate in all calls through transition/database conversion, as well as transition/database conversion issue resolution calls. |
| 5.3.7.1.7 | Following database conversion, the Contractor shall participate in determining and correcting any imbalances. |
| 5.3.7.1.8 | The Contractor shall participate in at least three (3) trial runs of transition/database conversion. |
| 5.3.7.1.9 | The Contractor shall accept Agency final decisions on any resulting liability from discrepancies in database values. |
| 5.3.7.1.10 | The Contractor shall provide Agency access to the EBT and/or EPC solution(s) until all reports and billings for their contract period (including their portion of the last month) are completed and any issues resolved. |
| 5.3.7.1.11 | The Contractor shall continue to re-issue lost/stolen/damaged EBT and EPC cards based on the recipients request until mutually agreed upon start of operations date. |
| 5.3.7.1.12 | The Contractor shall continue to honor debits against EBT and EPC cards until mutually agreed upon ending transition/database conversion date. |
| 5.3.7.1.13 | The Contractor shall conduct data cleansing of host system data. |
| 5.3.7.1.14 | The Contractor shall conduct testing of files and data records to be transferred from the Contractor to the new contractor. |
| 5.3.7.1.15 | The Contractor shall assist IVR/customer service transition/database conversion planning. |
| 5.3.7.1.16 | The Contractor shall provide all documentation for the EBT and EPC solution(s) and operational process. |
| 5.3.7.1.17 | The Contractor shall transfer cardstock including disaster cards. |
| 5.3.7.1.18 | The Contractor shall provide five hundred forty five (545) days of online history prior to transition/database conversion. |
| 5.3.7.1.19 | The Contractor shall ensure data privacy and security during the transition to a new contractor. |
| 5.3.7.1.20 | EBT ONLY. The Contractor shall coordinate with the new contractor to minimize EBT suspense accounting during the final settlement. |
| 5.3.7.1.21 | EBT ONLY. The Contractor shall assist in EBT retailer transition/database conversion (providing retailer files, retailer notification, etc.) |
| 5.3.7.1.22 | EBT ONLY. The Contractor shall transfer any remaining state-owned equipment and remove or otherwise transfer any Contractor-owned equipment. |
| 5.3.7.1.23 | EPC ONLY. The Contractor shall return to the Agency any EPC funds that have not been loaded into recipient accounts. |
| 5.3.7.1.24 | EPC ONLY. The Contractor shall release remaining stored EPC recipient account balances to the Agency's new Contractor via file transfer or direct deposit, at the request of the Agency. |

**Bidder’s Response Question #8 –** The bidder shall describe its approach to the contract close out phase.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

## Deliverables.

Deliverables requirements listed in this section do not apply to the Wireless EBT Project. Applicable requirements are detailed in Section 8 Wireless EBT Project Scope of Work.

This section consolidates the detailed requirements for each deliverable required to support the Contract to create a single point of reference. Deliverable requirements topics include:

* Deliverable management,
* Deliverable requirements, and
* Content requirements.

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A consolidated table for all Contract Deliverables and their associated due dates is provided in Appendix A.

### Deliverable Requirements.

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| 5.4.1.1 | All Deliverables outlined within the Contract shall be submitted for Agency approval. |
| 5.4.1.2 | For all Deliverables except the project kick off meeting and project kick off meeting report, the Contractor shall provide a separate deliverable for the EBT solution and a separate deliverable for the EPC solution. |
| 5.4.1.3 | The Contractor shall submit all Deliverables and services within the Agency-defined timeframe and/or the Agency-approved project work plan. Where possible, the Contractor shall leverage existing documentation as a baseline and update in accordance to Agency and project requirements. |
| 5.4.1.4 | The Contractor shall deliver all Deliverables, including drafts and final versions of training materials, scripts and plans, in an electronic media format(s) and software specified by the Agency.   1. The Agency currently runs on Microsoft Office Suite version 2010. All Deliverables shall maintain compatibility with the Agency's version of Microsoft Office. 2. Training materials and all manuals shall also be provided in both hard copy and electronic media format(s). |
| 5.4.1.5 | Deliverables will follow the Deliverable submittal process as follows (5.4.1.5.1 to 5.4.1.5.6): |
| 5.4.1.5.1 | All deliverables shall meet the Agency approved format and content requirements. |
| 5.4.1.5.2 | The Contractor shall submit each Deliverable, including training materials, to the Agency for review and approval. |
| 5.4.1.5.3 | The Agency reserves the right to reject any Deliverable. |
| 5.4.1.5.4 | The Agency shall review the Deliverable and may direct the Contractor to make changes to the Deliverable.   1. The Contractor shall make all changes within five (5) business days following the receipt of the Agency's direction, unless the Agency agrees to a longer period in writing. 2. Agency changes may include but are not limited to: modifying portions of the Deliverable, requiring new pages or portions of the Deliverable, requiring resubmission of the Deliverable, or requiring inclusion of information that was left out of the Deliverable. |
| 5.4.1.5.5 | The Agency may also request that the Contractor provide clarification or a walkthrough of each Deliverable to assist the Agency in its review. The Contractor shall provide the clarification or walkthrough as requested by the Agency. |
| 5.4.1.5.6 | Once the Agency has received an acceptable version of the Deliverable, including all requested changes, the Agency shall notify the Contractor of its acceptance of the Deliverable in writing. A Deliverable shall not be deemed accepted prior to the Agency's notice to the Contractor of its acceptance of that Deliverable. |
| 5.4.1.6 | No document, report, data, procedure, or system created by the Contractor for the Agency that is necessary to fulfilling the Contractor's responsibilities under the Contract, as determined by the Agency, shall be considered proprietary. |
| 5.4.1.7 | Planning, Design, Development, and Transition/Database Conversion Phases Weekly Status Reports. |
| 5.4.1.7.1 | The Contractor shall conduct weekly status reporting meetings per a mutual agreeable schedule. |
| 5.4.1.7.2 | The Contractor shall delivery weekly status reports and meeting agendas two (2) business days prior to the scheduled meeting. |
| 5.4.1.8 | Operations and Contract Close Out Phases Bi-Weekly Status Reports and Meetings. |
| 5.4.1.8.1 | The Contractor shall conduct status reporting meetings bi-weekly per a mutual agreeable schedule. |
| 5.4.1.8.2 | The Contractor shall provide bi-weekly status reports and meeting agendas shall be delivered two (2) business days prior to the scheduled meeting. |
| 5.4.1.8.3 | During the operations phase, the Agency may decide to meet bi-weekly early in the Contract and anticipates reducing to monthly meetings after operations stabilizes. The Agency reserves the right to increase or decrease status meeting frequency, as necessary. |
| 5.4.1.9 | Project Work Plan. |
| 5.4.1.9.1 | The Contractor shall develop and maintain a project work plan and schedule in conjunction with the Agency. |
| 5.4.1.9.1.1 | The Contractor shall align the project work plans for EBT and EPC where possible. |
| 5.4.1.9.2 | The project work plan shall be developed and maintained as a GANTT chart and as an MS Word document. |
| 5.4.1.9.3 | The project work plan shall include a schedule of all communications, tasks, and Deliverables required through the project for both the EBT and EPC solution(s). |
| 5.4.1.9.4 | The project work plan shall identify the individual tasks and Deliverables by project phase, as provided throughout these scopes of work. |
| 5.4.1.9.5 | The project work plan shall identify the critical path, dependencies between tasks, and delineate the responsibilities of the Contractor, the Agency, and federal agencies. |
| 5.4.1.9.6 | The project work plan shall address the timeline for creation of Deliverables related to the project, including: all project planning Deliverables, design Deliverables, and materials for the training of Agency staff, EBT ONLY retailers, and recipients as described within the training plan. |
| 5.4.1.9.7 | Once the baseline project work plan is approved, the Contractor shall only modify the baseline through the process identified within the change management plan. The approved baseline shall be used for all project metrics reported on a weekly status reporting schedule. |
| 5.4.1.10 | Project Kick Off Meeting. |
| 5.4.1.10.1 | The Contractor shall hold an Onsite project kick off meeting no later than ten (10) business days after the Contract start date. |
| 5.4.1.11 | Project Kick Off Meeting Report. |
| 5.4.1.11.1 | The Contractor shall deliver a project kick-off meeting report. |
| 5.4.1.11.2 | The project kick-off meeting report shall document all agreements, understandings, and contingencies arising from the kick-off meeting. |
| 5.4.1.11.3 | The project kick-off meeting report shall be delivered no later than three (3) business days after the meeting. |
| 5.4.1.12 | Project Management Process Document. |
| 5.4.1.12.1 | The Contractor shall develop and maintain a document outlining project management processes to be used throughout the duration of the Contract. |
| 5.4.1.12.2 | The Contractor shall provide a project management process that includes a project management methodology consistent with industry best practices and describing the practices that will be utilized throughout the course of the Contract. |
| 5.4.1.12.3 | The Contractor shall deliver the project management process document no later than five (5) business days after the Contract effective date. |
| 5.4.1.13 | Communications Plan. |
| 5.4.1.13.1 | The Contractor shall develop and maintain a communications plan. |
| 5.4.1.13.2 | The communications plan shall describe how the Contractor will communicate with the Agency. |
| 5.4.1.13.3 | The communications plan shall describe the process for escalating communications in urgent and crises situations. |
| 5.4.1.13.4 | The communications plan shall include a listing of the following Contractor cell phone numbers and email addresses:   1. An individual who is authorized to speak on the record regarding the Contract, the work performed on the Contract, or any issues that arise related to the work, 2. An individual who is responsible for any website or marketing related to the work performed on the Contract, and 3. Back-up communications staff who can respond in the event that the other individuals listed are unavailable. |
| 5.4.1.13.5 | The Contractor shall deliver the communications plan to the Agency for review and approval. |
| 5.4.1.13.6 | The communications plan shall be updated annually. The delivery date will be set by mutual agreement with the Agency. |
| 5.4.1.13.7 | The Contractor shall deliver the draft communications plan no later than five (5) business days after the Contract effective date. |
| 5.4.1.14 | Change Management Plan. |
| 5.4.1.14.1 | The Contractor shall develop and maintain a change management plan. |
| 5.4.1.14.2 | The Contractor shall establish a project change management plan to address how it will manage any changes during the design, development, transition/database conversion, and operation phases of the project. |
| 5.4.1.14.3 | The change management plan shall demonstrate the Contractor’s understanding of the EBT and EPC solution(s) functional and technical baselines and any subsequent Change Requests. |
| 5.4.1.14.4 | The change management plan shall also include the Contractor's approach to addressing: design issues, remedial changes, and Agency Change Requests. The Plan shall also describe how it will adhere to: State and federal requirements and regulations, industry best practices, and changes to State and federal requirements and regulations, including but not limited to:   1. EBT ONLY. FNS Handbook 901, including Configuration Management Plan requirements, 2. EBT ONLY. Quest Operating Rules, 3. EPC ONLY. 12 C.F.R. § 205 (Regulation E), and 4. EPC ONLY. NACHA. |
| 5.4.1.14.5 | The change management plan shall also include how changes to design documents and manuals will be handled. |
| 5.4.1.14.6 | The change management plan shall detail how the Contractor will manage and track all project changes from the change request through approval or denial. |
| 5.4.1.14.7 | The change management plan shall be delivered no later than fifteen (15) business days after the Contract effective date. |
| 5.4.1.15 | Issue Management Process. |
| 5.4.1.15.1 | The Contractor shall deliver and maintain an issue management process. |
| 5.4.1.15.2 | The issue management process shall describe how the Contractor will track and report any outage or downtime in the EBT and EPC solution(s). |
| 5.4.1.15.3 | The issue management process shall also detail how it will monitor, track, and report on all project issues including defects. |
| 5.4.1.15.4 | The issue management process shall be delivered no later than fifteen (15) business days after the Contract effective date. |
| 5.4.1.16 | Transition/Database Conversion Plan. |
| 5.4.1.16.1 | The Contractor shall develop and maintain a transition/database conversion plan. |
| 5.4.1.16.2 | The transition/database conversion plan shall cover each of the following activities in detail, including a description of all events, steps, schedules, and resources involved in preparing for and carrying out the migration of data from one solution to a new solution:   1. EBT and EPC card issuance and replacement, 2. Recipient databases, 3. Transition of call center operations, including transition of existing call center toll-free numbers (if applicable), 4. Transition of appropriate liability and settlement amounts, 5. Conversion testing and test runs, 6. Weekend conversion activities, 7. Agency and client training, 8. Agency and client customer service, 9. EBT ONLY. Migration of EBT transaction acquirers (TPPs) and retailers, 10. EBT ONLY. Transition of Exempt Retailers, 11. EBT ONLY. Retailer training, 12. EBT ONLY. Retailer customer service, 13. EBT ONLY. Client notification of data base conversion outage, 14. EBT ONLY. Retailer notification of database conversion outage, 15. EBT ONLY. EBT POS device deployment and installation, and 16. EBT ONLY. The sending of two separate files of individual transaction data for ALERT sent to FNS for the conversion month (one from the incumbent contractor for transactions occurring before conversation date and one from the Contractor for transactions occurring after the conversion state). |
| 5.4.1.16.3 | The transition/database conversion plan shall address the processes to be used for the migration, how the processes shall be tested, and contingency plans for problems and issues that may occur during the migration. |
| 5.4.1.16.4 | The transition/database conversion plan shall address the verification and validation of migration process, in particular the validation of recipient account balances that are converted to the new EBT and EPC solution(s). |
| 5.4.1.17 | Requirements Traceability Matrix. |
| 5.4.1.17.1 | The Contractor shall develop and maintain a requirements traceability matrix to trace all requirements from the RFP through the project lifecycle. |
| 5.4.1.17.2 | The requirements traceability matrix shall trace requirements through each project phase of the project lifecycle from requirement specification to design, development, and testing through production deployment. |
| 5.4.1.17.3 | The Contractor shall store requirements in a requirements management repository that permits reporting of a specific requirement, selected requirements based on a type or attribute, and a complete detailed listing of all requirements. |
| 5.4.1.17.4 | The requirements traceability matrix and repository shall be contained in one (1) tracking tool. The requirements traceability matrix and repository shall be used throughout the project to assure the design, development, test, and final production of the EBT and EPC solution(s) meet the specified requirements. |
| 5.4.1.18 | Software Testing Lifecycle Approach. |
| 5.4.1.18.1 | The Contractor shall provide its software testing lifecycle approach. |
| 5.4.1.18.2 | The software testing lifecycle approach shall address the extent of the EBT and EPC solution(s) integration testing that is to occur to ensure all changes introduced by the Contractor or the Agency are properly tested prior to being introduced into the production environment. |
| 5.4.1.19 | Business Continuity and Disaster Recovery Plan. |
| 5.4.1.19.1 | The Contractor shall develop a business continuity and disaster recovery plan for both the EBT and EPC solution(s) that addresses the recovery of business functions, business units, business processes, human resources, and the technology infrastructure in the event of a disaster or system outage. |
| 5.4.1.19.2 | The business continuity and disaster recovery plan shall include:   1. All the related requirements outlined in these scopes of work, 2. The resources committed to each proposed contingency plan (i.e., people, systems, telephone lines, and operation sites), 3. Critical business functions and supporting tasks, 4. Provisions to ensure that benefits continue to be accessible to recipients, 5. Processes for reporting system disruption/failure, 6. Transitions from failure to system re-start, 7. Alternate processing sites, 8. Timeframes for updates to the plan, 9. Customer service staffing capacity plan that identifies how the Contractor will add additional staff to cover increased call volumes, 10. The disaster back-up site and alternate communications routing must be tested annually, 11. Whether the business continuity and recovery plan will be tested under real or simulated conditions, 12. Retention and storage of back-up files and software, 13. Hardware back-up for main processors, 14. Backup for voice and telecommunications, 15. A way for recipient interaction in the unlikely event of a pandemic, 16. How the Contractor will ensure continued processing for recipient transactions assuming the loss of the Contractor's processing site, and 17. The Agency notification process as well as disaster declaration criteria and the timeframes that are acceptable to the Agency and reflect the SLA requirements. The Contractor shall advise the Agency immediately upon recognition that a switch to the back-up site is required. |
| 5.4.1.19.3 | The Contractor shall deliver an annual update to the business continuity and disaster recovery plan. The delivery date shall be determined based on mutual agreement with the Agency. |
| 5.4.1.19.4 | If the Contractor is providing services to multiple states or other processing services, the business continuity and disaster recovery plan shall address the timing and order of recovery of the Iowa EBT and EPC solution(s) as compared to the other states being processed. The recovery of Iowa's EBT and EPC solution(s) must not be delayed because the Contractor is recovering other customer's systems. |
| 5.4.1.20 | Training Plan. |
| 5.4.1.20.1 | The Contractor shall submit a training plan. |
| 5.4.1.20.2 | The training plan shall identify the proposed schedule and planning, design, development, production, and distribution of tasks for training materials to support transition/database conversion and subsequent operations for the EBT and EPC solution(s). This includes all Agency, recipient and for EBT ONLY retailer training strategies. |
| 5.4.1.20.3 | EBT ONLY. The Contractor shall provide, either in Microsoft Word or Excel, a list of updated FNS-approved Retailers with Third Party Processor (TPP) agreements annually. The list shall also detail any deviations or exceptions to the standard Agreement for the Retailer or TPP. |
| 5.4.1.21 | System Security Plan. |
| 5.4.1.21.1 | The Contractor shall provide its system security plan. |
| 5.4.1.21.2 | The system security plan shall describe the approach for ensuring the physical, electronic, and operational security of the solution(s), including hardware, software, data, communications, facilities, and goods. |
| 5.4.1.21.3 | The system security plan shall describe the administrative, physical, technical, and systems controls to be implemented for the solutions and how the Contractor addresses deficiencies or security breaches if they are identified during the course of the contract. |
| 5.4.1.21.4 | The system security plan shall address the ongoing examination of the Contractor’s operations and control system. |
| 5.4.1.21.5 | EBT ONLY. The system security plan shall reflect the guidance of the FNS 901 handbook and the FNS EBT Security Manual. |
| 5.4.1.21.6 | The system security plan shall be maintained and updated as necessary. |
| 5.4.1.22 | EPC ONLY. Evidence of Compliance with the PCI DSS Standards. |
| 5.4.1.22.1 | EPC ONLY. The Contractor shall provide evidence of compliance with PCI DSS standards prior to Contract execution and annually thereafter per the mutually agreed upon schedule. |
| 5.4.1.23 | Evidence of SOC 1 Compliance. |
| 5.4.1.23.1 | The Contractor shall provide evidence of SOC 1 compliance prior to Contract execution and annually thereafter per the mutually agreed upon schedule. Evidence shall include the SOC 1 audit report. |
| 5.4.1.24 | Evidence of SOC 2 Compliance or Attestations. |
| 5.4.1.24.1 | The Contractor shall provide evidence of SOC 2 compliance or attestations for information security risk assessment, network penetration scan, and web application scan without critical or high vulnerabilities identified prior to contract execution and annually thereafter per the mutually agreed upon schedule. |
| 5.4.1.25 | EBT ONLY. Disaster SNAP Card Delivery Plan. |
| 5.4.1.25.1 | EBT ONLY. The Contractor shall provide and maintain a disaster SNAP card delivery plan. |
| 5.4.1.25.2 | EBT ONLY. The disaster SNAP card delivery plan shall describe the Contractor’s plan for monitoring the State for disasters and how it will subsequently deliver DSNAP cards when needed. |
| 5.4.1.26 | EBT ONLY. EBT Fraud Monitoring Plan. |
| 5.4.1.26.1 | EBT ONLY. The Contractor shall provide and maintain an EBT fraud monitoring plan. |
| 5.4.1.26.2 | EBT ONLY. The EBT fraud monitoring plan shall describe the Contractor's EBT fraud analysis techniques and tools used to show a full comprehensive approach for the following:   1. Detection and alert generation, 2. Fraud data management, 3. Predictive and prevention analysis, 4. Alert management, 5. Analysis reports, and 6. Risk behavior. |
| 5.4.1.26.3 | EBT ONLY. The EBT fraud monitoring plan shall be updated annually. |
| 5.4.1.27 | EPC ONLY. EPC Fraud Monitoring Plan. |
| 5.4.1.27.1 | EPC ONLY. The Contractor shall provide and maintain an EPC fraud monitoring plan. |
| 5.4.1.27.2 | EPC ONLY. The EPC fraud monitoring plan shall describe its techniques for identifying unauthorized or fraudulent use of EPC and recipient data. |
| 5.4.1.27.3 | EPC ONLY. The EPC fraud monitoring plan shall include descriptions of security features associated with EPC activation, counterfeit prevention, and fraud prevention. |
| 5.4.1.27.4 | EPC ONLY. The EPC fraud monitoring plan shall be updated annually. |
| 5.4.1.28 | Business Requirements Document (BRD). |
| 5.4.1.28.1 | The Contractor shall provide both an EBT and an EPC BRD describing what is required of the solution for Agency approval. |
| 5.4.1.28.2 | The Contractor shall provide a BRD that describes how the Agency's requirements will be met for the EBT and EPC solution(s). |
| 5.4.1.28.3 | The BRDs shall be updated per the testing results, as necessary. |
| 5.4.1.28.4 | The BRDs shall be maintained and updated as necessary. |
| 5.4.1.29 | Functional Design Document (FDD). |
| 5.4.1.29.1 | The Contractor shall provide both an EBT and an EPC FDD for Agency approval. |
| 5.4.1.29.2 | The Contractor shall provide an FDD that provides a functional overview and a description of the requirements of each solution, including the operating environment procedures and the workflow of the EBT and EPC solution(s) down to the provider site, host processing functionality, and for EBT ONLY retailers. |
| 5.4.1.29.3 | The FDD shall trace to the requirements found within the Contract and describe all external specifications, including all inputs, processing strategies, and outputs sufficient for accomplishing the application requirements. |
| 5.4.1.29.4 | The FDDs shall be updated per the testing results, as necessary. |
| 5.4.1.29.5 | The FDDs shall be maintained and updated as necessary. |
| 5.4.1.30 | Detailed Design Document (DDD). |
| 5.4.1.30.1 | The Contractor shall provide both an EBT and an EPC DDD for Agency approval. |
| 5.4.1.30.2 | The Contractor shall provide DDDs that describes the total system configuration including: system hardware, functionality, message and file flows, IVR scripts, data elements, system interfaces, settlement and reconciliation functions, and system security. |
| 5.4.1.30.3 | The DDD shall include a description of how interfaces interact with the functional system |
| 5.4.1.30.4 | The DDDs shall be updated per the testing results, as necessary. |
| 5.4.1.30.5 | The DDDs shall be maintained and updated as necessary. |
| 5.4.1.31 | Interface Control Document (ICD). |
| 5.4.1.31.1 | The Contractor shall provide both an EBT and an EPC ICD for Agency approval. |
| 5.4.1.31.2 | The Contractor shall provide ICDs’ to describe the interface functionality requirements and detail the file layouts and specifications for the EBT and EPC solution(s). A complete list of interfaces is included in Appendices B.1 EBT Interfaces and C.1 EPC Interfaces. |
| 5.4.1.31.3 | The ICDs shall be updated per testing results, as necessary. |
| 5.4.1.31.4 | The ICDs shall be maintained and updated, as necessary. |
| 5.4.1.32 | EBT ONLY. Data Warehouse Design Document. |
| 5.4.1.32.1 | EBT ONLY. The Contractor shall develop a Data Warehouse design document for the EBT solution for Agency approval. |
| 5.4.1.32.2 | EBT ONLY. The Contractor shall provide a Data Warehouse design document that describes the Data Warehouse including:   1. All objects that support the EBT solution, 2. The process for updating transactional data into the Data Warehouse, 3. Reports in the Data Warehouse, and 4. How the Agency will access and use the Data Warehouse. |
| 5.4.1.33 | Test Plans. |
| 5.4.1.33.1 | The Contractor shall develop test plans for the EBT and EPC solution(s). |
| 5.4.1.33.2 | The Contractor shall develop test plans for:   1. Unit testing, 2. Integration testing, 3. Systems testing, 4. Regression testing, 5. End-to-end testing, 6. User acceptance testing, 7. Performance testing, 8. Security testing, 9. IVR and CSR testing, 10. Data conversion testing, 11. Mobile Application, and 12. “What if” scenarios. |
| 5.4.1.33.3 | The test plans shall include:   1. An outline of the purpose of each test, 2. Methodology, 3. Environment, 4. Rating system for test approval, and 5. Traceability back to the detailed design document (which maps to the functional design) to ensure all designed components will be tested. |
| 5.4.1.33.4 | EBT ONLY. The complete and final test plans shall include all elements as defined in the FNS Handbook 901. |
| 5.4.1.33.5 | The test plans shall be maintained and updated as necessary. |
| 5.4.1.34 | Test Scripts. |
| 5.4.1.34.1 | The Contractor shall develop test scripts for each phase of testing for the EBT and EPC solution(s), including the Mobile Application. |
| 5.4.1.34.2 | The Contractor shall provide test scripts detailing step-by-step instructions on the actual test and the EBT and EPC functions to be demonstrated. |
| 5.4.1.34.3 | Test scripts shall also describe the desired system outcomes and test results. |
| 5.4.1.34.4 | Test scripts shall be easily traceable to the requirement(s) being tested. |
| 5.4.1.34.5 | The Contractor shall develop and control test data. |
| 5.4.1.35 | User Acceptance Test Scripts. |
| 5.4.1.35.1 | The Contractor shall develop user acceptance test scripts for the EBT and EPC solution(s) for the Agency to leverage during their execution of user acceptance testing, including the Mobile Application. |
| 5.4.1.35.2 | The Contractor shall provide user acceptance test scripts detailing:   1. Step-by-step instructions for each test, 2. EBT and EPC functions to be tested, and 3. The desired result, and the requirement(s) being tested. |
| 5.4.1.36 | Functional Demonstration Report. |
| 5.4.1.36.1 | The Contractor shall prepare a report detailing the functional demonstration results of the EBT and EPC solution(s), including any recommendations and required modifications to the EBT and EPC solution(s) identified by the Agency or federal representatives (as applicable). |
| 5.4.1.37 | Test Reports. |
| 5.4.1.37.1 | The Contractor shall provide test reports documenting the results of each phase of testing performed, as well as any additional testing that is required to satisfy the test objectives. |
| 5.4.1.37.2 | The test reports shall describe the intended scope and results from the tests, and any modifications of the EBT and EPC solution(s) that are identified as necessary to resolve solution errors and deficiencies found during testing. |
| 5.4.1.37.3 | For each type of testing, the Contractor shall provide test results, detailing the step-by-step test results for each type of testing conducted. The test results shall be easily traceable to the requirement(s) being tested. Any defects, errors, or needed corrections shall also be recorded with the test results. |
| 5.4.1.38 | Systems Operations/Interface Procedures Manual for State and Federal Interfaces. |
| 5.4.1.38.1 | The Contractor shall provide a systems operations/interfaces procedures manual for State and federal interfaces. |
| 5.4.1.38.2 | The systems operations/interface procedures for State and federal interfaces shall include:   1. Introduction giving the purpose of the interface, 2. Audience, 3. Organization, 4. Data flow diagrams, and 5. Procedures, including State and federal batch files, frequency, transmission times, online file transmissions, procedures for balancing file transmissions sent/received, administrative terminal configuration, problem resolution and escalation procedures per the issue management plan, batch maintenance records formats, and additional related documentation. |
| 5.4.1.38.3 | The systems operations/interface procedures manual for State and federal interfaces shall be maintained and updated, as necessary. |
| 5.4.1.39 | Reports Manual. |
| 5.4.1.39.1 | The Contractor shall provide a reports manual. |
| 5.4.1.39.2 | The reports manual shall describe all the standard reports to be generated by the EBT and EPC solution(s) including but not limited to:   1. The frequency they are produced, 2. How the Agency shall access them, 3. Report format, 4. Related data files, and 5. Report calculated fields. |
| 5.4.1.39.3 | The reports manual shall also provide a brief description of the data files provided to the Agency for internal report generation, including file format and frequency. |
| 5.4.1.39.4 | The reports manual shall also describe the Contractor’s capability to provide ad hoc reports within twenty four (24) hours of request. |
| 5.4.1.40 | Settlement/Reconciliation Manual. |
| 5.4.1.40.1 | The Contractor shall provide a settlement/reconciliation manual for SNAP EBT benefits and TANF EPC deposit summary. |
| 5.4.1.40.2 | The settlement/reconciliation manual shall provide guidance and procedures to the Agency on performing daily reconciliation of the Contractor’s EBT and EPC solution(s). |
| 5.4.1.40.3 | EBT ONLY. The settlement/reconciliation manual shall identify the specific EBT reports from the Contractor’s system that are required for settlement and reconciliation of the Contractor’s EBT solution as defined within 7 C.F.R. § 274.4(a). |
| 5.4.1.40.4 | EPC ONLY. The settlement/reconciliation manual shall describe in detail any reports the Agency shall generate to complete reconciliation. |
| 5.4.1.41 | Administrative Terminal User’s Manual. |
| 5.4.1.41.1 | The Contractor shall provide an administrative terminal user’s manual for each the EBT and EPC solution(s). |
| 5.4.1.41.2 | The administrative terminal user’s manual shall provide guidance and procedures for Agency, State, and county office staff on the functionality of the administrative terminal. |
| 5.4.1.41.3 | The administrative terminal user’s manual shall also include a quick reference guide for administrative terminal users. |
| 5.4.1.41.4 | Sufficient copies of the administrative terminal user’s manual shall be provided for each authorized Agency central office administrative terminal user (including federal users), plus five (5) additional copies to be provided to the Agency for a total of ten (10) paper copies for EBT and eight (8) paper copies for EPC. |
| 5.4.1.42 | Customer Service Scripts and Procedures Document. |
| 5.4.1.42.1 | The Contractor shall provide a customer service scripts and procedures document. |
| 5.4.1.42.2 | The customer service scripts and procedures document describing the operations of the EBT and EPC recipient customer service, Agency staff help desks, and EBT ONLY retailer customer service consistent with the technical requirements found in these scopes of work. |
| 5.4.1.42.3 | The customer service scripts and procedures document shall provide an overview of:   1. The call center procedures, 2. Communication channels for issue escalation to the Agency, 3. Acknowledgement and notification procedures based on type of card or assistance requested and its severity, 4. The expected resolution timeframes; and 5. The type of incident reporting and notification the Agency should expect. |
| 5.4.1.42.4 | The customer service scripts and procedures document shall also detail processes and procedures related to:   1. Operational issue reporting and resolution procedures, 2. Triage and communication strategies, 3. Approach to maintain compliance with privacy and security requirements, 4. Approach to maintain performance and SLAs, 5. Performance operational reporting processes, 6. Approach to maintain quality assurance and conducting quality control activities, and 7. Detailed scripts for handling all potential call scenarios. |
| 5.4.1.43 | EBT ONLY. Retailer Operations Manual. |
| 5.4.1.43.1 | EBT ONLY. The Contractor shall provide a retailer operations manual. |
| 5.4.1.43.2 | EBT ONLY. The retailer operations manual shall describe the Contractor’s problem resolution procedures and escalation process. |
| 5.4.1.43.3 | EBT ONLY. The retailer operations manual shall also include a quick reference guide for the EBT stand-in process/manual vouchers. |
| 5.4.1.44 | EBT ONLY. Stand-In Processing Process. |
| 5.4.1.44.1 | EBT ONLY. The Contractor shall establish a process for how they would provide stand-in processing as well as the processing and settlement of those transactions. |
| 5.4.1.45 | Transition/Database Conversion Notifications. |
| 5.4.1.45.1 | The Contractor shall create and send initial letters to recipients and retailers to communicate any changes to the recipient and Exempt Retailer experience forty-five (45) days prior to transition/database conversion. |
| 5.4.1.45.2 | The Contractor shall create and send a notification with any initial card mailed to recipients. |
| 5.4.1.46 | Monthly Contractor Performance Meeting. |
| 5.4.1.46.1 | The Contractor shall participate in a monthly meeting with the Agency to discuss the Contract and the current state of the Contractor’s operational support. |
| 5.4.1.47 | Monthly Operational Report. |
| 5.4.1.47.1 | The Contractor shall provide a monthly operational report during this phase.   1. EBT ONLY. The monthly operational report shall accompany the monthly Invoice and shall be delivered per the mutually agreed upon schedule. The monthly operational report shall include information related to the Contractor’s compliance with Service Level Agreements, timeliness of Deliverables, and the Agency’s performance pursuant to the Contract. The Contractor may be required to issue a corrective action plan to address deficiencies identified during the review meeting. 2. EPC ONLY. The monthly operational report shall be delivered per the mutually agreed upon schedule. The monthly operational report shall include information related to the Contractor’s compliance with Service Level Agreements, timeliness of Deliverables, and the Agency’s performance pursuant to the Contract. The Contractor may be required to issue a corrective action plan to address deficiencies identified during the review meeting. |
| 5.4.1.48 | Contract Close Out Plan. |
| 5.4.1.48.1 | Contractor shall submit for review and comment a contract close out plan no later than three hundred sixty five (365) days prior to expiration of the Contract or thirty (30) days following notice of termination, whichever occurs first. The Contractor shall incorporate Agency comments received into the plan before finalizing the close out plan. |
| 5.4.1.48.2 | The contract close out plan shall detail all the tasks that the Contractor shall undertake at the end of this Contract to ensure a seamless transition to any successor contractor that may succeed as the provider of the EBT and/or EPC solution(s) to the State of Iowa. The plan is subject to Agency approval. |
| 5.4.1.48.3 | The contract close out plan shall include a GANTT chart that details all close out activities required to execute the change in Contractors including:   1. All major tasks and subtasks, 2. Resources available, 3. Beginning and end dates, 4. Durations of all tasks and subtasks, and 5. Milestone activities. 6. The proposed timeframes shall be sufficient to ensure a successful transition to the new Contractor. |
| 5.4.1.48.4 | The contract close out plan shall describe how the Contractor shall ensure adequate coordination between the existing and new contractor to minimize disruption of service to recipients, retailers, and the Agency. This includes (5.4.1.49.4.1 to 5.4.1.49.4.27): |
| 5.4.1.48.4.1 | Meet with the Agency and its new contractor bi-weekly to plan and coordinate schedules, work products, and mutual expectations during the new contractor’s transition/database conversion. |
| 5.4.1.48.4.2 | Maintain staffing levels consistent with levels during the operational phase of the Contract through the end of the Contract. |
| 5.4.1.48.4.3 | Provide test data for transition/database conversion testing. |
| 5.4.1.48.4.4 | Provide current agreements, documentation of the technical solution(s), and procedural manuals. |
| 5.4.1.48.4.5 | Provide documentation of the reconciliation of account balances and final settlement to maintain a clear and transparent audit trail. |
| 5.4.1.48.4.6 | Transition all customer service numbers to the selected Contractor, as applicable. |
| 5.4.1.48.4.7 | Provide appropriate staff to support transition/database conversion. |
| 5.4.1.48.4.8 | Participate in all calls through transition/database conversion, as well as transition/database conversion issue resolution calls. |
| 5.4.1.48.4.9 | Following database conversion, participate in determining and correcting any imbalances. |
| 5.4.1.48.4.10 | Participate in at least three (3) trial runs of transition/database conversion. |
| 5.4.1.48.4.11 | Accept Agency final decisions on any resulting liability from discrepancies in database values. |
| 5.4.1.48.4.12 | Provide the Agency access to the EBT and/or EPC solution(s) until all reports and billings for their Contract period (including their portion of the last month) are completed and any issues resolved. |
| 5.4.1.48.4.13 | Continue to re-issue lost/stolen/damaged EBT and EPC cards based on the recipients request until mutually agreed upon start of operations date. |
| 5.4.1.48.4.14 | Continue to honor debits against EBT and EPC cards until a mutually agreed upon ending transition/database conversion date. |
| 5.4.1.48.4.15 | Conduct data cleansing of host system data. |
| 5.4.1.48.4.16 | Conduct testing of files and data records to be transferred from the Contractor to the new contractor. |
| 5.4.1.48.4.17 | Assist IVR/customer service transition/database conversion planning. |
| 5.4.1.48.4.18 | Provide all technical documentation, including interfaces, for the EBT and EPC solution(s) and operational process documentation. |
| 5.4.1.48.4.19 | Transfer cardstock including disaster cards. |
| 5.4.1.48.4.20 | Provide three hundred sixty five (365) days of online history prior to transition/database conversion. |
| 5.4.1.48.4.21 | Ensure data privacy and security. |
| 5.4.1.48.4.22 | Sharing of all special files formats, conversion tools, and Iowa-specific business process unique to the process of Iowa’s transactions. |
| 5.4.1.48.4.23 | EBT ONLY. Coordinate with the new contractor to minimize EBT suspense accounting during the final settlement. |
| 5.4.1.48.4.24 | EBT ONLY. Assist in EBT retailer transition/database conversion (providing retailer files, retailer notification, etc.) |
| 5.4.1.48.4.25 | EBT ONLY. Transfer any remaining state-owned equipment and remove or otherwise transfer any Contractor-owned equipment. |
| 5.4.1.48.4.26 | EPC ONLY. Return to the Agency any EPC funds that have not been loaded into recipient accounts. |
| 5.4.1.48.4.27 | EPC ONLY. Release remaining stored EPC recipient account balances to the Agency’s new Contractor via file transfer or direct deposit, at the request of the Agency. |

**Bidder’s Response Question #9 –** The bidder shall provide a brief description of the Deliverables provided under each phase. Specifically, address the bidder’s:

1. Approach to the project management process,
2. Approach to communications planning and escalation procedures that will be incorporated into the communications plan,
3. Approach to change management planning that will be incorporated into the change management plan,
4. Approach to the issue management process,
5. Approach to transition/database conversion planning that will be incorporated into the transition/database conversion plan,
6. Approach to software testing lifecycle approach,
7. Approach to business continuity and disaster recovery planning that will be incorporated into the business continuity and disaster recovery plan,
8. Approach to training planning that will be incorporated into the training plan, and
9. Approach to the EBT stand-in processing process.

## EBT/EPC Key Personnel.

Key Personnel requirements listed in this section do not apply to the Wireless EBT Project. Any applicable requirements are detailed in Section 8 Wireless EBT Project scope of work.

This section lists the requirements for key personnel for the EBT and EPC scopes of work. At a minimum, key personnel include:

* Program Manager,
* Operations Manager,
* Senior Technical Lead/Systems Analyst,
* Customer Service Manager, and
* EBT ONLY. Retailer Manager.

The key personnel for the EBT and EPC scopes of work may also serve as Wireless EBT Project key personnel in the roles described in Section 8.1 Key Personnel.

### Key Personnel Requirements.

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| 5.5.1.1 | Key personnel shall include, at a minimum:   1. Program Manager, 2. Operations Manager, 3. Senior Technical Lead/Systems Analyst, 4. Customer Services Manager, and 5. EBT ONLY. Retail Operations Manager. |
| 5.5.1.2 | The Contractor shall ensure that if any key personnel are unavailable that a back-up designee is identified and available to the State. |
| 5.5.1.3 | Key individuals shall be available to work on the project once an award is made and a Contract is signed. |
| 5.5.1.4 | Outside of key personnel, the Contractor shall propose appropriate quantity and quality of staff to ensure successful completion of this project (including project planning, project management, design and development, transition/database conversion, database administration, training and external communications). The Contractor shall clearly define all individuals and their proposed roles for the duration of this Project, and their percentage of time each person will be committed to the Project. |
| 5.5.1.5 | All Contractor’s staff members proposed are subject to Agency approval prior to the start of the Project. Any replacement or substitution of proposed key personnel requires written approval from the designated Agency staff prior to replacement or substitution. |
| 5.5.1.6 | Any replacement personnel assigned by the Contractor to perform services under the Contract shall have qualifications for the assigned position that equal or exceed those of the person being replaced. |
| 5.5.1.7 | Program Manager. |
| 5.5.1.7.1 | The Contractor’s Program Manager is responsible for the day-to-day project oversight. |
| 5.5.1.7.2 | The Program Managers responsibilities include:   1. Management of Contractor staff, tasks, and services provided to the Agency under this Contract, 2. Creates and manages the project work plan, 3. Serves as a liaison between the Agency and Contractor resources, 4. Maintains regular and frequent contact with the designated Agency staff, 5. Attends monthly status meetings with the Agency in person when requested and provides all project reporting, unless waived by the Agency, 6. Provides CSR call recordings to the Agency and addresses customer service issues, 7. Manages the quality assurance process to monitor the project, 8. Manages issues and risks, and 9. Manages the deliverable acceptance process. |
| 5.5.1.7.3 | The Program Manager shall meet the following requirements:   1. A single candidate, for both EBT and EPC, who has a minimum of five (5) years of EBT and EPC solution project management experience, 2. Has successfully managed, within the last five (5) years, the implementation and/or operation of an EBT, EPC, or other system of comparable size and similar complexity as defined within this RFP, 3. Be certified in the project management methodologies promulgated by the Project Management Institute® or provide evidence of equivalent education and experience, and 4. During the transition/database conversion phase, if required, the Program Manager shall be available Onsite during regular business hours. 5. During the operations phase, the Program Manager shall be available by phone within one (1) hour and Onsite within forty eight (48) hours at the request of the Agency for the life of the Contract and at no additional cost to the Agency. The Agency may make a request when the Agency deems it necessary for the Contractor to be Onsite to respond to emergency or critical situations. |
| 5.5.1.7.4 | The Program Manager shall start work on the project on the Contract start date. |
| 5.5.1.7.5 | The Program Manager’s appointment and continuing service is subject to the Agency’s approval. A replacement may be required for any legitimate performance reason at the Agency’s discretion. Any replacement is also subject to Agency approval. |
| 5.5.1.8 | Operations Manager. |
| 5.5.1.8.1 | The Operations Manager is responsible for the technical oversight of the systems, software, and operations necessary to support the EBT and EPC solution(s). |
| 5.5.1.8.2 | The Operations Manager’s responsibilities include:   1. Management of Contractor’s systems, software, and operational staff, and 2. Monitoring interfaces and operations of the EBT and EPC solution(s). |
| 5.5.1.8.3 | The Operations Manager shall meet the following requirements:   1. Minimum of five (5) years operational experience and at least two (2) of those years with an EBT and EPC solution(s), and 2. Has successfully managed, within the last five (5) years, the operation of an EBT and EPC solution or other system of comparable size and similar complexity as defined within this RFP. |
| 5.5.1.8.4 | The Operations Manager shall start work on the project on the Contract start date. |
| 5.5.1.8.5 | If necessary, the Contractor may propose separate resources for the operations management of the EBT solution versus the EPC solution. |
| 5.5.1.9 | Senior Technical Lead/System Analyst. |
| 5.5.1.9.1 | The Senior Technical Lead/Systems Analyst is responsible for managing the EBT and EPC solution(s) configuration, documentation, test scripts, technical writing, and system certification. |
| 5.5.1.9.2 | The Senior Technical Lead/Systems Analyst shall start work on the project on the Contract start date. |
| 5.5.1.9.3 | The Senior Technical Lead/Systems Analyst shall have a minimum of five (5) years of computer experience in information systems design similar to the services requested in this RFP. |
| 5.5.1.10 | Customer Service Manager. |
| 5.5.1.10.1 | The Customer Service Manager is responsible for managing the services that ensure retailers, Agency staff, and recipients have access to all contracted services. |
| 5.5.1.10.2 | The Customer Services Manager shall start work on the project on the Contract start date. |
| 5.5.1.10.3 | The Customer Service Manager shall have a minimum of five (5) years of experience in managing customer services and help desk services in a call center environment. |
| 5.5.1.11 | EBT ONLY. Retailer Services Manager. |
| 5.5.1.11.1 | The Retail Operations Manager is responsible for managing retailer participation in the EBT program, including support services, equipment deployment (for Exempt Retailers), retailer training, certification testing, online and offline processing and settlement for both commercial and Exempt Retailers. |
| 5.5.1.11.2 | The Retail Operations Manager shall start work on the project on the Contract start date. |
| 5.5.1.11.3 | The Retail Operations Manager shall have a minimum of two (2) years of experience in managing retailer participation. |

**Bidder’s Response Question #10 –** The bidder shall provide an overview of the proposed key personnel, including a summary of qualifications met by each proposed staff member and overall approach to staffing the Contract.

* The key personnel for the EBT and EPC scopes of work may also serve as Wireless EBT Project key personnel in the roles described in Section 8.1 Key Personnel.

## EBT/EPC Technology.

Technology requirements listed in this section do not apply to the Wireless EBT Project. Applicable requirements are detailed in Section 8 Wireless EBT Project scope of work.

This section details technology requirements for both the EBT and EPC solution(s) including:

* Current State Infrastructure, Architecture, and Standards,
* Access Control and Security.

**Current State Information**

The Agency’s central office is located in Des Moines, Hoover State Office Building and runs many Microsoft programs, including but not limited to:

* Active Directory.
* SQL Server 2012.
* SQL Server 2016.
* SCCM 2012.
* SharePoint 2016.
* IBM Z/OS Mainframe.

Current Network:

* The Agency’s current network is made up of multiple Windows 2016 & 2008 R2 servers deployed across the State in a Wide Area Network (WAN) environment.
* The Agency runs it owns intranet and internet servers with the internet residing in a demilitarized zone.
* The Agency has T1, Fiber, and Ethernet Over Time Division Multiplexing (EOTDM) and maintains 192 remote locations (e.g., county offices) at various speeds and bandwidths.
* The Agency runs its own Cisco VPN with less than forty (40) part-time county offices that are connected with VPN connections.

Current Administrative Technology:

* The Agency currently runs Windows 7 Enterprise and Office 2010.
* Users (central office and county offices) have PCs, laptops, and/or tablets.
* The Agency utilizes Google mail and calendar.

Current Eligibility System:

Iowa Automated Benefit Calculation (IABC) is used to collect information and determine eligibility for the SNAP and TANF programs.

* The application rests on the IBM Z/OS Mainframe.
* Income Maintenance workers make entries on CICS online screens.
* Control-M scheduler runs nightly batch jobs that are executed through Job Control Language (JCL). In turn those jobs execute programs written in COBOL which update VSAM and flat file structures through Connect Direct EBT Contractor interfaces with the IABC nightly batch Network.

### Current State Infrastructure, Architecture, and Standards Requirements.

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| 5.6.1.1 | The Contractor shall comply with the Agency’s architecture, platform requirements, and LAN and development team standards. |
| 5.6.1.2 | The Contractor shall assure at all times that the EBT and EPC solution(s) interfaces with all Agency systems applicable per the Contractor’s EBT and EPC ICDs. |
| 5.6.1.3 | File transfers shall be transmitted via Connect:Direct z/OS Version 5.01.01 over the frame relay network. In addition, the Administrative Terminal(s) shall also utilize the same frame relay network via TCP/IP. At the Agency’s request, the Contractor shall be prepared to support other file transfer protocols (CyberFusion v.720 or secure file transfer protocol) or products at no cost to the State. |
| 5.6.1.4 | The Contractor shall provide a redundant telecommunication circuit configuration (two (2) dedicated circuits from two (2) different telecommunication providers with circuits originating from two (2) different regions of the country). |
| 5.6.1.5 | The Contractor shall maintain a record of all interface processing activity and provide this information on the administrative terminal(s). |
| 5.6.1.6 | Any portion of the Contractor’s solution(s) that is externally facing shall be in compliance with Section 508 of the Rehabilitation Act of 1973, as amended. |
| 5.6.1.7 | The Contractor’s services shall be performed in accordance with State Information Technology Security Standards and Policies. For a list of security standards, see <https://ocio.iowa.gov/standards> |
| 5.6.1.8 | The Contractor’s Mobile Application(s) shall be in compliance with the Open Web Application Security Project Mobile Application Security Guide (OWASP), Checklist Final 2016. |

**Bidder’s Response Question #11 –** The bidder shall describe its approach to the technology requirements and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**5.6.2 Access Control and Security Requirements.**

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| 5.6.2.1 | The Contractor shall provide all services in compliance with State and federal security policies for access control to assure security of recipients’ account information. |
| 5.6.2.2 | The Contractor shall have multi-level access controls to ensure that only authorized individuals can access reports and/or settlement reports as dictated by the Agency or as dictated by federal regulations. |
| 5.6.2.3 | The Contractor shall have Agency information hosted and/or stored within the continental United States only. |
| 5.6.2.4 | The Contractor’s EBT and EPC solutions(s) shall meet the Agency’s minimum password requirements. Passwords must:   1. Contain a minimum of eight (8) characters, 2. Be alphanumeric, 3. Contain upper and lower case characters, and 4. Contain at least one (1) special character. |
| 5.6.2.5 | The Contractor’s EBT and EPC solution(s) shall provide for an automated, user-driven password reset process. |
| 5.6.2.6 | The Agency shall have access to set up security roles and establish passwords. |

**Bidder’s Response Question #12 –** The bidder shall describe its approach to how security requirements will be implemented and followed.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #13** – The bidder shall also describe its approach to access controls to ensure the security of recipient account information.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

## Agency Responsibilities.

This section details the Agency responsibilities to support the successful completion of this project.

### Agency Responsibilities Requirements.

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| 5.7.1.1 | The designated Agency staff will provide oversight for the entire project and be the main point of contact for each of the programs respectively. However, the Contractor shall provide overall project management for the tasks under the Contract; including day-to-day management of its staff and assist the Agency staff as pertaining to their assignment to this Contract. |
| 5.7.1.2 | The Agency will provide the Contractor and its staff the necessary Iowa-specific program and card information to facilitate training and knowledge transfer for the Customer Service Representatives. |

## Performance Measures.

The Contractor shall meet performance measures used by the Agency to monitor the quality of services provided. If the performance measures are not met, the Contractor will be given the ability to address and correct any performance deficiencies.

### Performance Measures Requirements.

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| 5.8.1.1 | The Agency reserves the right to modify, add, or delete performance measures throughout the term of the Contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards shall be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable. |
| 5.8.1.2 | All changes made to the performance measures shall become an official part of the Contract. |
| 5.8.1.3 | Performance measures shall continue throughout the term of the contract. |
| 5.8.1.4 | In the event performance measures are not met, the vendor shall have the opportunity to defend or respond to the insufficiency. |
| 5.8.1.5 | Performance Measures. |
| 5.8.1.5.1 | Delivery of project Deliverables and tasks shall not exceed the approved project work plan and schedule without prior notification and approval of the Agency. |
| 5.8.1.5.2 | Delivery of all status reports and status meetings shall be delivered two (2) business days prior to the scheduled meeting. |
| 5.8.1.5.3 | Deliverable updates to address feedback from the Agency shall be provided within five (5) business days of receiving the feedback, unless otherwise approved by the Agency. |
| 5.8.1.5.4 | The Contractor shall notify the Agency of scheduled system downtime at least seven (7) business days prior to the outage. |
| 5.8.1.5.5 | Delivery of reports agreed to under this Contract shall be delivered on the schedule mutually agreed to by the Agency and the Contractor. |
| 5.8.1.5.6 | During the transition/database conversion phase, the Program Manager, if required, shall be available Onsite during regular business hours. |
| 5.8.1.5.7 | The Program Manager or designee shall be available via phone within one (1) hour and Onsite within forty eight (48) hours at the request of the Agency for the life of the Contract and at no additional cost to the Agency. The Agency may make a request when the Agency deems it necessary for the Contractor to be Onsite to respond to emergency or critical situations. |
| 5.8.1.5.8 | EBT/EPC ONLY. The Contractor shall provide an opt in/opt out survey no less then every twenty fifth (25th) caller to the customer services center to rate the quality, timeliness, and other service delivery elements carried out by the center. Customer quality satisfaction criteria is rated on a scale of one (1) to five (5) with one (1) being least satisfied and five (5) being most satisfied. More than 80% of survey responses shall rate their experience as three (3) or higher in all categories. |

**Bidder’s Response Question #14 –** The bidder shall describe its approach to the performance measures and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

# **EBT Scope of Work**

The following sections provide an overview of the EBT services the Contractor shall provide throughout the Contract term for the SNAP program.

## Recipient Management.

This section outlines the requirements necessary for the setup of a recipient in the EBT solution. The requirements include:

* Account and Household Setup and Maintenance, and
* Multiple Cardholders.

**Current State Information.**

Iowa’s SNAP eligibility system initiates the EBT case by establishing a household account and assigning a ten (10) character case number based on a predefined algorithm. A daily account maintenance file is transmitted to the current EBT solution to establish and maintain accounts using the case number provided. A summary report file is returned to the Agency along with any rejected records. The Agency makes any necessary corrections and resends them for processing.

For multi-person household cases, a daily household member demographic file is transmitted to the current EBT solution to add, remove, and maintain household member information. A summary report file and a reject file are returned to the Agency. The Agency makes any necessary corrections and resends them for processing.

Once an account is established, a second (2nd) or third (3rd) cardholder can be added to a case by an authorized administrative terminal user. The current EBT account structure treats each cardholder on the case as a separate entity. This allows one cardholder’s card to be cancelled while not affecting the other cardholders’ access to the benefits on the case.

Cardholder demographics are managed in the current EBT solution. Cardholders are not permitted to update name, social security number, date of birth, or address without contacting the Agency directly. Demographics are then updated by the Agency through the account maintenance file or the administrative terminal.

### Account Setup and Maintenance Requirements.

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| 6.1.1.1 | The Contractor shall ensure all EBT cardholder information and EBT cardholder account information shall remain confidential and shall not be sold or otherwise shared with any other entity not associated with the Contract, or for any purpose other than the execution of the Contract, unless required by law. In addition, the Contractor shall not use cardholder information or cardholder account information to solicit other business and must ensure that cardholder information and cardholder account information is protected and kept confidential. |
| 6.1.1.2 | The Contractor shall utilize the ten (10) character case number passed by Iowa’s eligibility system as an identifier on the Contractor’s EBT solution. The Contractor shall use the identifier for the validation of case numbers brought in as part of the batch maintenance records. |
| 6.1.1.3 | The Contractor shall utilize the eight (8) character person ID as an identifier on the EBT solution system to add and maintain information on household members for the case. The Contractor shall allow for change in the eight (8) character person ID when the Agency deems it necessary. |
| 6.1.1.4 | The Contractor shall coordinate the timing for processing of EBT account setup, account maintenance, benefit authorizations, and card issuance so there will be no suspense accounting. |
| 6.1.1.5 | The Contractor shall receive and process batch account setup records for SNAP eligible recipients from Iowa’s eligibility system. Account setup records include the recipient data necessary for the setup of an EBT account. |
| 6.1.1.6 | The Contractor shall maintain accurate and timely information regarding EBT recipient account balances, account status, and recipient demographic information. |
| 6.1.1.7 | The Contractor shall establish and maintain setup records for existing EBT accounts. |
| 6.1.1.8 | The Contractor shall receive and process EBT batch account maintenance records for food assistance from Iowa’s eligibility system. |
| 6.1.1.9 | The Contractor shall not accept an EBT account maintenance record, if the initial account setup record has not been previously transmitted. |
| 6.1.1.10 | The Contractor shall keep separate records for each SNAP subprogram (food assistance, Disaster Food, and Disaster Supplemental Nutrition Assistance (D-SNAP)). |
| 6.1.1.11 | The Contractor shall log all account and EBT card management activity, including the transaction history, to provide an audit and reconciliation of each management transaction. |
| 6.1.1.12 | The EBT solution shall maintain historical EBT account information for all cardholders from the date of initial account setup. |
| 6.1.1.13 | The Contractor shall propose a real-time processing solution for the account maintenance file. |
| 6.1.1.14 | The Contractor may designate the data elements necessary to support EBT operations in account setup and maintenance for Agency approval. |

**Bidder’s Response Question #15 –** The bidder shall describe its approach to the account setup and maintenance and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #16 –** The bidder shall describe how it intends to manage cardholder demographics and work with the Agency to ensure the most accurate information is maintained.

### Multiple Cardholders Requirements.

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| 6.1.2.1 | An EBT account can have multiple cardholders, each with their own unique EBT PAN and PIN. In addition to the primary, each account may have up to two (2) additional cardholders on the case. |
| 6.1.2.2 | The Contractor shall be able to support more than one (1) EBT card per case. |
| 6.1.2.3 | The EBT solution shall allow the primary cardholder to be added through the batch process. The EBT solution shall allow a second or third cardholder to be added via the administrative terminal by State users or by batch processing. Currently, the Agency does not add a second or third cardholder via batch processing due to card tracking difficulties. |
| 6.1.2.3.1 | The EBT solution shall allow the Agency to control the security permissions of who will have access to this functionality on the administrative terminal. |
| 6.1.2.4 | The EBT solution shall only allow a cardholder to be added to a case when the case is already established on the EBT solution. If the Agency sets up a case in the EBT solution through the interface, the case shall be available to add a cardholder after the account maintenance file has processed and the case has been established. |
| 6.1.2.5 | The Contractor shall have an EBT account structure that treats each cardholder on the case as a separate entity. This allows one cardholder’s card to be cancelled while not affecting the other cardholders’ access to the benefits on the case. |

**Bidder’s Response Question #17 –** The bidder shall describe its approach to multiple cardholders and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

## Benefit Management.

This section outlines the requirements for the maintenance of recipient benefits, including:

* Benefit Authorization via Batch Processing,
* Benefit Authorization via the Administrative Terminal, and
* Benefit Aging and Expungement.

**Current State Information.**

Benefits are distributed on a first in, first out basis.

Daily benefits are available the next day. Monthly benefits are applied throughout the first ten (10) days of the month based on the first letter of the recipient’s last name.

### Benefit Management Requirements.

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| 6.2.1.1 | The Contractor shall support the modification of benefits including the addition and removal of benefits. |
| 6.2.1.2 | Benefit Authorization – Batch Processing. |
| 6.2.1.2.1 | The Contractor shall receive and process batch benefit authorization records transmitted by the Agency. Benefits issued for the SNAP program originate from Iowa’s eligibility system. |
| 6.2.1.2.2 | The Contractor shall process benefit authorizations and post the authorized benefit amounts to the appropriate EBT accounts, based on the unique Iowa eligibility system case number and the unique authorization number generated by the Agency for each benefit authorization. |
| 6.2.1.2.3 | The Contractor shall receive and process the SNAP monthly benefit maintenance file. Monthly benefits are created six (6) business days prior to the end of the month. The staggered schedule begins on the first (1st) calendar day of each month and ends on the tenth (10th) calendar day of the month. The monthly benefit availability is based upon the first initial of the recipient’s last name. On the specified availability date, benefits shall be made available to the recipient no later than 6:00 a.m. CT. |
| 6.2.1.2.4 | The Contractor shall receive and process the SNAP daily benefit maintenance file. Benefits shall be made available to the recipient no later than sixty (60) minutes after receipt of the daily benefit maintenance file. |
| 6.2.1.2.5 | The Agency’s current BIN/IIN for EBT cards is 627485. The Contractor shall issue EBT cards containing a nineteen (19) digit PAN that utilize the Agency’s current BIN/IIN. The format of the card shall use:   1. Six (6) position BIN 2. Twelve (12) position sequence number 3. One (1) position check digit |
| 6.2.1.2.6 | The Contractor shall ensure that the current month’s authorized benefit allotment is added to any benefit balance remaining in the account at the time of posting. |
| 6.2.1.3 | Benefit Authorization – Administrative Terminal. |
| 6.2.1.3.1 | The EBT solution shall allow benefit records for the Disaster Food Assistance program to be created through entries made to the administrative terminal. |
| 6.2.1.3.2 | The EBT solution shall allow SNAP program benefits to be issued via the administrative terminal. |
| 6.2.1.3.3 | The Agency will control the security permissions of who will have access to this functionality on the administrative terminal. |

**Bidder’s Response Question #18 –** The bidder shall describe its approach to benefit management and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #19 –** The bidder shall describe its process for ensuring that current benefits were added to the correct account.

### Benefit Aging and Expungement.

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| 6.2.2.1 | The Contractor shall ensure all benefits on a case shall be utilized on a first in, first out basis. |
| 6.2.2.2 | On a daily basis, the Contractor shall provide to the Agency an extract file of all benefits falling into the inactivity periods as specified by the Agency. |
| 6.2.2.3 | The Contractor shall provide to the Agency inactivity indicators for reporting on benefits not being utilized by a recipient as follows:   1. Warning Indicator – sixty (60) calendar days of inactivity on the EBT account at the account level, 2. Inactive Indicator – ninety (90) calendar days of inactivity on the EBT account at the account level, 3. Notification Indicator – three hundred five (305) calendar days of inactivity on the EBT account level, 4. Benefit Pre Expungement – three hundred sixty (360) calendar days of inactivity on the EBT account at the benefit authorization level. This amount of the benefit authorization shall be expunged by the contractor EBT solution in five (5) days, and 5. Benefit Expungement – three hundred sixty five (365) calendar days of inactivity on the EBT account at the benefit authorization level. |
| 6.2.2.4 | The Contractor shall expunge an individual benefit (not the entire account) after the respective benefit has been in the EBT account for three hundred sixty five (365) calendar days without any recipient activity on the account. This shall be an automated process. |

**Bidder’s Response Question #20 –** The bidder shall describe its approach to benefit aging and expungement and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

## EBT Card Management.

This section details the requirements related to EBT card production, and distribution to recipients. This includes:

* EBT Card Specification and Design,
* EBT Card Production and Issuance,
* EBT Card Activation and PIN Management,
* Multiple Card Replacement, and
* Interoperability.

**Current State Information**

The EBT solution is expected to process all SNAP transactions, including all SNAP authorized transactions at EBT retailers and farmers markets.

EBT card production and distribution is managed by the current contractor. The Agency encourages Contractors to be innovative in assisting the State with finding a cost-effective way to reduce the time it takes to provide EBT cards in compliance with 7 C.F.R. § 274.2(b) and 7 C.F.R. § 274.6(b).

The current process for the Interoperability Funding Grant is described below:

1. Once the grant funding has been determined, the Agency submits the FNS-529 agreement to the FNS Grants Management Office at FNS headquarters.
2. Contractor is responsible for submitting the SF-270 – Request for Payment form to FNS headquarters.
3. Contractor is responsible for submitting the SF-425 – Financial Status Report to FNS headquarters.
4. Contractor deducts the monthly grant amount from their monthly invoice that is submitted to the Agency.

### EBT Card Specifications and Design Requirements.

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| 6.3.1.1 | EBT Card Specifications. |
| 6.3.1.1.1 | The EBT solution shall provide online, real time access to recipient EBT accounts via a benefits access card containing a magnetic stripe that supports electronic transactions. |
| 6.3.1.1.2 | The EBT card shall be fully compliant with all federal laws and regulations, which meet industry standards for quality. |
| 6.3.1.1.3 | The Contractor shall ensure that the EBT card designed and produced for the Iowa EBT solution complies with the specifications prescribed in the Quest Operating Rules, the International Organization for Standardization (ISO), and ANSI standards relating to cards used for financial transactions. |
| 6.3.1.1.4 | EBT Card Track 2 Format. |
| 6.3.1.1.4.1 | Track 2 of the EBT card shall comply with the Standard ANSI Track 2 layout and be encoded in accordance with ISO 7813. |
| 6.3.1.1.4.2 | The maximum character count in Track 2 shall not exceed forty (40) characters, including all control characters. |
| 6.3.1.1.4.3 | The layout of the Track 2 for the current EBT card is as follows:   |  |  |  | | --- | --- | --- | | Field Number | Field Name | Field Length | | 1 | Start Sentinel | 1 | | 2 | Primary Account Number | 19 | | 3 | Field Separator | 1 | | 4 | Expiration Date | 4 | | 5 | Service Code | 3 | | 6 | PIN Offset (value set to zeros) | 4 | | 7 | Card Authentication Value | 3 | | 8 | Padding character (set to zero) | 1 | | 9 | End of Text (ETX) | 1 | | 10 | Longitudinal Redundancy Check | 1 | |
| 6.3.1.1.4.4 | State of Iowa EBT cards currently have a non-expiring expiration date of “2049” encoded on Track 2. Track 2 indicates that the card does not expire (expiration date = 4912). For this reason, no expiration date will be embossed on the card. |
| 6.3.1.1.4.5 | The Track 2 service code field will be encoded with the designated value of ‘120’ according to the Quest Operating Rules and a CAV specific to the cardholder. The CAV field of Track 2 will be encoded with a cryptographic value to validate the Track 2 data contents. |
| 6.3.1.2 | EBT Card Design. |
| 6.3.1.2.1 | The Agency is retaining the current EBT card design. The Contractor shall update the information provided on the back of the card, if requested by the Agency. |
| 6.3.1.2.2 | During the Contract, the Contractor may be required to provide the Agency with a redesigned EBT card. The copyright for the design of the card, including all artwork and print, shall be owned by the State of Iowa in perpetuity. |
| 6.3.1.2.3 | The Contractor shall perform card design updates to align with State and federal regulatory changes at no cost to the Agency. |
| 6.3.1.2.4 | The EBT card shall have the head of household’s name and the PAN embossed on the front of the card. In instances where the card has been issued to an authorized representative, the EBT card shall have the authorized representative’s name and the PAN embossed on the front of the EBT card. |
| 6.3.1.2.5 | The back of the EBT card shall clearly state, “Do Not Write PIN on Card.” |
| 6.3.1.2.6 | The back of the EBT card shall have the toll-free customer service number printed on it. |
| 6.3.1.2.7 | The back of the EBT card shall include a signature panel. |
| 6.3.1.2.8 | The back of the EBT card shall contain a magnetic stripe that will be high- coercivity 2750 Oe or higher. |
| 6.3.1.2.9 | The back of the EBT card shall contain the Agency’s mailing address. Cards that are “found” can then be sent to the Agency to deactivate and destroy. |
| 6.3.1.2.10 | The back of the EBT card shall include the Quest Operating Rules logo. |
| 6.3.1.2.11 | The Contractor shall have the capability to implement Europay, MasterCard, and Visa (EMV) technology in EBT cards, at no cost to the Agency, if required by FNS. |

**Bidder’s Response Question #21 –** The bidder shall describe its approach to EBT card specifications and design and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

### EBT Card Production and Issuance Requirements.

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| 6.3.2.1 | The Contractor shall be responsible for all EBT card production, including:   1. Initial EBT card issuance, 2. EBT card replacement, 3. DSNAP EBT cards, 4. EBT card activation, 5. PIN selection, 6. Inventory tracking, and 7. Maintenance of an EBT card issuance database. |
| 6.3.2.2 | The Contractor shall utilize and mail cards from a card production facility nearest to the State of Iowa. |
| 6.3.2.3 | The Contractor shall include a card mailer with every EBT card mailed, including initial and replacement cards. Further requirements regarding the card mailer can be found in requirement 6.5.3.6. |
| 6.3.2.4 | The Contractor shall issue the EBT card to cardholders by first (1st) class mail, with the exception of DSNAP EBT cards. |
| 6.3.2.5 | The Contractor shall ensure the card mailer envelope has “return service requested” and the Contractor’s return address (i.e. secure P.O. Box) is printed on the card mailer and/or return envelope. |
| 6.3.2.6 | The Contractor shall provide up to fifteen (15) overnight delivery EBT cards monthly at no cost to the Agency or the recipient for recipient hardship cases upon request of the Agency. |
| 6.3.2.7 | The Contractor shall establish a process to monitor and track EBT cards and distribution to recipients to ensure that current benefits are added to the correct account. |
| 6.3.2.8 | Initial EBT Card Issuance. |
| 6.3.2.8.1 | The Contractor shall provide an EBT solution that maintains a centralized EBT card issuance management database. |
| 6.3.2.8.2 | The Contractor shall accept the initial EBT card issuance generated through the account maintenance interface. |
| 6.3.2.8.2.1 | Upon the receipt of a new EBT account set up, the Contractor shall assign a PAN to the recipient and issue an EBT card. |
| 6.3.2.8.3 | The process by which the Contractor calculates the PAN for issued cards shall not interfere with the existing EBT card base being utilized. |
| 6.3.2.8.4 | The Contractor shall issue the EBT card issuance requests received by 11:59 p.m. CT in the mail no later than the next business day. |
| 6.3.2.8.5 | The Contractor shall issue the EBT card issuance requests received by 11:00 a.m. CT in the mail the same day. |
| 6.3.2.8.6 | The Contractor shall be liable for any misuse of the EBT card until recipient PIN selection. |
| 6.3.2.9 | Replacement Card Issuance. |
| 6.3.2.9.1 | Customer service shall deactivate and replace a returned, lost, stolen, damaged, or defective EBT card. If the address on the EBT solution is not the recipient’s current address, the CSR shall deactivate the EBT card, provide the recipient with the Agency’s customer service contact information and instruct the recipient to call the Agency to update their address and issue a card replacement. |
| 6.3.2.9.2 | The Contractor shall allow the recipient to have the ability to deactivate and replace a lost, stolen, damaged, or defective card via the recipient portal or IVR. |
| 6.3.2.9.3 | The Contractor shall deactivate the previous EBT card immediately. |
| 6.3.2.9.4 | The Contractor shall mail all replacement EBT cards in an “active status”. |
| 6.3.2.9.5 | The Contractor shall issue and mail a replacement EBT card no later than the following business day after a new EBT card is requested. |
| 6.3.2.9.6 | The Contractor shall issue and mail replacement EBT card requests entered into the EBT solution by Agency staff. |
| 6.3.2.9.7 | For replacement EBT cards, the Contractor shall ensure that the existing PIN is transferred to the new card. The EBT solution shall not generate a new PIN. |
| 6.3.2.9.8 | The Contractor shall allow recipients the option of selecting a new PIN via the IVR and recipient portal. |
| 6.3.2.10 | Undeliverable Cards. |
| 6.3.2.10.1 | Cards returned by the USPS as undeliverable shall be returned to the Contractor for destruction and shall be identified in the system as “returned”. |
| 6.3.2.10.2 | The Contractor shall not update the account’s address in the EBT solution based upon the USPS forwarding address information provided on the returned card envelopes. |
| 6.3.2.10.3 | The Contractor shall provide a daily file of all EBT cards returned as undeliverable by USPS to the designated return address on the envelope. The file shall contain:   1. Case number, 2. Last name, first name, 3. PAN 4. Address card was mailed to 5. USPS forwarding address information found on “returned” card envelopes processed by the Contractor or that no forwarding address was provided, 6. Date and time card was mailed, and 7. Date and time card returned to Contractor. |

**Bidder’s Response Question #22 –** The bidder shall describe its approach to EBT card production and issuance and how it will meet the requirements.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #23 –** In addition, the bidder shall also:

1. Provide the location (city, state) where the cards will be produced.
2. Describe how it intends to meet the undeliverable cards requirement and the geographic location where the destruction will occur.
3. Describe what constitutes a replacement card (e.g., a lost, stolen, damaged, or defective card) and the policy for replacement and reissuance, including how cardholders report a lost, stolen, damaged, or defective card.
4. Describe the process for monitoring and tracking EBT card distribution to recipients.
5. Describe how it plans to identify the primary account holder on the card,
6. Describe its process by which it will generate the PANs for the new EBT cards being issued.

### EBT Card Activation and PIN Management Requirements.

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| 6.3.3.1 | EBT Card PIN Management. |
| 6.3.3.1.1 | The Contractor shall provide a secure PIN selection procedure via the customer service IVR and recipient portal for EBT cards |
| 6.3.3.1.2 | The EBT card PIN shall be made up of four (4) numeric characters and the Contractor shall allow the cardholder to select their own PIN for new EBT cards. The PIN shall be selected by the recipient calling the customer service IVR or on the recipient portal. |
| 6.3.3.1.3 | The Contractor shall allow the cardholder to change their PIN for their EBT cards in accordance with State information technology polices. |
| 6.3.3.1.4 | Prior to selecting a PIN, the cardholder shall be required to provide adequate verification information. The current verification points of a cardholder’s identification are:   1. The PAN, 2. The cardholder’s social security number, and 3. The cardholder’s date of birth. |
| 6.3.3.1.5 | The Cardholder shall be allowed three (3) consecutive PIN attempts before the card is locked. While an EBT card is locked, the cardholder is not allowed access, even if the correct PIN is subsequently entered. |
| 6.3.3.1.6 | A locked EBT card shall be reset and unlocked at 12:00 a.m. (midnight) CT each day. Once the card is unlocked, the Contractor shall allow the cardholder access to the account using the existing PIN. |
| 6.3.3.1.7 | The Contractor shall allow a cardholder to unlock the EBT card by calling customer service in accordance with State information technology policies. |
| 6.3.3.2 | EBT Card PIN Management – Security. |
| 6.3.3.2.1 | The Contractor shall adhere to industry standard controls (Triple Data Encryption Standard or greater) for all PINs. |
| 6.3.3.2.2 | The Contractor is responsible for ensuring the confidentiality of the PIN during generation, issuance, storage, and verification. |
| 6.3.3.2.3 | The EBT card PIN shall be immediately encrypted and never stored or transmitted in the clear. |
| 6.3.3.2.4 | The EBT card PIN offsets shall not be encoded on the card’s magnetic stripe. |
| 6.3.3.2.5 | All EBT card PIN verifications shall be conducted at the EBT host. |

**Bidder’s Response Question #24 –** The bidder shall describe its approach to EBT activation and PIN management and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #25 –** The bidder shall describe system and procedure controls to ensure that access to all PINs are strictly controlled.

### Multiple Card Replacement Requirements.

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| 6.3.4.1 | The Contractor’s EBT solution and processes for multiple card replacement shall be in compliance with 7 C.F.R. § 274.6. |
| 6.3.4.2 | The EBT solution shall provide the ability to flag any recipient accounts that have four (4) or more requests for replacement EBT cards in a rolling twelve (12) month period. |
| 6.3.4.3 | The EBT solution shall alert the Agency user or Contractor CSR that four (4) or more replacement EBT cards have been requested in a rolling 12-month period. Only Agency authorized users shall be allowed to approve a new replacement EBT card after four (4) replacement EBT cards have been issued. |
| 6.3.4.3.1 | The Contractor shall deactivate any EBT card that is reported as returned, lost, stolen, damaged, or defective and refer recipients who have exceeded the allowed number of replacement EBT card requests to the Agency Help Desk to request the replacement card. |
| 6.3.4.4 | The EBT Contractor shall provide a notice designed by the Agency with every EBT replacement card to the cardholder when they have exceeded the allowed number of replacement EBT card requests in the rolling 12-month period. |

**Bidder’s Response Question #26 –** The bidder shall describe its approach to Multiple Card Replacement and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

### Interoperability Requirements.

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| 6.3.5.1 | | The Contractor shall support the 7 C.F.R. § 274.8(b)(10) of processing interoperable SNAP transactions, including SNAP transactions acquired at a State of Iowa retailer or farmers market where the recipient has benefits issued by a state, territory, or other jurisdiction other than the State of Iowa. |
| 6.3.5.2 | | The Contractor shall process electronic voucher clearing transactions for both Iowa and out-of-state EBT cards. |
| 6.3.5.3 | | The Contractor shall accept and process cardholder transactions occurring at out-of-state (non-Iowa) retailers. |
| 6.3.5.4 | | The EBT solution must accept interoperable transactions and route them to the appropriate state’s EBT solution for authorization and settlement in accordance with FNS and Quest Operating Rules. |
| 6.3.5.5 | Interoperability Funding Grant. | |
| 6.3.5.5.1 | The Contractor shall monitor Interoperability Funding Grant availability and shall submit a completed SF-270 – Request for Payment form quarterly to the FNS headquarters, when Interoperability Funding Grant money is available. | |
| 6.3.5.5.2 | The Contractor shall submit a completed SF-425 – Financial Status Report to FNS headquarters annually, when Interoperability Funding Grant money is available. | |
| 6.3.5.5.3 | The Contractor shall follow all reporting requirements to continue to receive funding from the Interoperability Funding Grant and update reporting processes when changes are required to continue funding. | |
| 6.3.5.5.4 | The Contractor shall deduct the monthly grant amount from their monthly invoices submitted to the Agency. | |

**Bidder’s Response Question #27 –** The bidder shall describe its approach to Interoperability and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #28 –** In addition, the bidder shall also:

1. Outline its plan for supporting interoperable transactions for both Iowa and non-Iowa SNAP clients.
2. Describe the process of how the Interoperability Funding Grant will be handled for the Agency.

## Retailer Management.

This section outlines the requirements for EBT retailer management. The EBT solution shall provide every FNS authorized SNAP retailer with the opportunity to participate in Iowa’s EBT SNAP in accordance with 7 C.F.R. § 274.3 and 7 C.F.R. § 274.8. Retailer management requirements include:

* Retailer Participation,
* Retailer Customer Service,
* Retailer Portal,
* Exempt Retailer Training,
* Exempt Retailers,
* TPP Roles and Responsibilities, and
* Online Shopping.

**Current State Information**

Section 4002 of the Agricultural Act of 2014 requires retailers to pay for EBT equipment, supplies, implementation, and related services(“EBT equipment and services”) to participate in SNAP (classified as non-exempt retailers). Retailersexempted from this requirement (classified as Exempt Retailers) are outlined in Table 6.4.1.

**Table 6.4.1: Summary of Exempt Retailers**

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| **Exempt Retailer Codes and Descriptions** | | | |
| **Business Type Code** | **Description** | **Store or Meal Service** | **Total Authorized\*** |
| AD | Drug or Alcohol Treatment Program | Meal Service | 14 |
| BC | Non-profit Food Buying Co-op | Store | 1 |
| BW | Battered Women/Children Shelter | Meal Service | 0 |
| CD | Communal Dining Facility | Meal Service | 4 |
| DF | Direct Marketing Farmer | Store | 217 |
| FM | Farmers Market | Store | 19 |
| GL | Group Living Arrangement | Meal Service | 1 |
| HP | Homeless Meal Provider | Meal Service | 1 |
| MC | Military Commissary | Store | 0 |
| MD | Meal Delivery Service | Meal Service | 13 |
| SC | Senior Citizens Center/Residential Building | Meal Service | 0 |

\*Retailer Data as of March 29, 2018

As of 03/29/2018, Iowa had a total of two thousand nine hundred seventy two (2,972) authorized SNAP retailers, of which twenty four (24) were Exempt Retailers with EBT-only equipment and seven (7) voucher only Retailers without POS equipment. These numbers fluctuate as enrollment/disenrollment changes. The Omni 3200 POS is deployed to the Exempt Retailers.

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### Retailer Management Requirements.

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| 6.4.1.1 | The Contractor shall manage Iowa’s EBT retailer participation. Any retailer provisions in the Agricultural Act of 2014 shall supersede the affected requirement(s) below. |
| 6.4.1.2 | On Iowa’s behalf, the Contractor shall supply POS terminals to FNS approved Exempt Retailers that are eligible for a State-supplied POS terminal that will handle only EBT transactions. Non-exempt retailers are those who must arrange for commercial equipment provided by a third-party processor with negotiated costs. Store types exempt from the retailer cost provisions of the Agricultural Act of 2014 are listed in Section 6.4. |
| 6.4.1.3 | The Contractor shall follow all federal regulations that govern retailer management at 7 C.F.R. § 273.11(c), 7 C.F.R. § 273.11(f), 7 C.F.R. § 274.3, 7 C.F.R. § 274.8, and all current and future USDA FNS policy memos, instructions, and rules. |
| 6.4.1.4 | The Contractor must ensure that the EBT solution blocks the use of the State’s EBT card from performing SNAP transactions at FNS-authorized restaurants, regardless of the restaurant’s location. This means that all SNAP transactions originating from a retailer with an FNS store type code of RE (Restaurant), as listed in the current national REDE file, must be rejected by the host authorization system or at the transaction switch. |

**Bidder’s Response Question #29 –** The bidder shall describe its approach to retailer management and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

### Retailer Participation Requirements.

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| 6.4.2.1 | The Contractor’s primary roles and responsibilities for managing retailer participation shall include (6.5.2.1.1 to 6.5.2.1.7): |
| 6.4.2.1.1 | Providing every FNS authorized retailer with the opportunity to participate in the EBT solution. |
| 6.4.2.1.2 | Ensuring that the Iowa EBT solution is interoperable with other states’ EBT solutions. |
| 6.4.2.1.3 | Assuring that a sufficient number of retailers have agreed to participate in the EBT solution to allow recipients adequate access to SNAP benefits, including those recipients that normally shop across State borders in the so-called “border stores” and at “non-traditional” retailers such as farmers markets. |
| 6.4.2.1.4 | Assuring that the participating retailers understand retailer responsibilities in regards to the policy, operating rules, and operations of the EBT solution. |
| 6.4.2.1.5 | Entering into an agreement with the retailer and TPP in accordance with regulations. These agreements are subject to review and approval by the Agency and FNS prior to execution. |
| 6.4.2.1.6 | Adding newly authorized retailers or TPPs to the EBT solution or deleting decertified retailers as advised by FNS in accordance with regulations. |
| 6.4.2.1.7 | Reviewing incoming SNAP data received through the Federal Retailer Electronic Data Exchange (REDE) interface, with the EBT file provided by FNS to determine the retailer’s level of participation so the appropriate retail contract can be issued. |

**Bidder’s Response Question #30 –** The bidder shall describe its approach to retailer participation and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #31 –** The bidder shall describe its approach to retailer outreach and managing retailer participation.

### Retailer Customer Service Requirements.

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| 6.4.3.1 | The Contractor shall provide customer service to assist retailers with EBT support and program information using the toll-free, without charge or fee to the retailers, number “1-800-414-1422” and shall be accessible twenty four (24) hours a day, seven (7) days per week. The retailer customer service shall provide:   1. General EBT-related inquiry or support, 2. Manual authorization approval, 3. Daily deposit inquiries/settlement data, 4. Account problem resolution, 5. Support for SNAP stand-in, process/manual voucher authorizations, both through the IVR and CSRs, 6. Settlement information and reconciliation procedures, 7. Support system adjustments and resolution out-of-balance conditions, and 8. Leverage for the IVR to provide voice authorization for manual vouchers for SNAP transactions. CSR’s shall also support voice authorizations if the IVR is not available. |
| 6.4.3.2 | The Contractor shall provide the following service for Exempt Retailers via customer service:   1. General EBT-related inquiry or support, 2. Equipment failure reporting or maintenance needs on EBT-only POS equipment, 3. Manual authorization approval, 4. Settlement information and reconciliation procedures, and 5. Support system adjustments and resolution out-of-balance conditions. |
| 6.4.3.3 | The Contractor shall provide retailer customer services, including the IVR, in English and Spanish, or any other languages required by State law. |
| 6.4.3.4 | The Contractor shall develop an opt in/opt out retailer customer satisfaction survey, subject to the approval of the Agency. Examples of the type of information collected include level of satisfaction with obtaining the desired information, level of satisfaction with hold time, and level of satisfaction with the interaction with the CSR, if applicable. |
| 6.4.3.5 | The Contractor shall evaluate the satisfaction of retailers call center experiences through the use of an opt in/opt out customer satisfaction survey or as otherwise approved by the Agency. |
| 6.4.3.5.1 | Satisfaction surveys shall be offered to every twenty fifth (25th) caller. |
| 6.4.3.5.2 | The content of the customer satisfaction surveys may be subject to change at the Agency’s discretion. |
| 6.4.3.6 | The Contractor shall provide access controls that ensure security of retailers account information including, but not limited to, the verification of the FNS retailer number at call entry. |
| 6.4.3.7 | The Contractor shall provide all customer services within the continental United States. |

**Bidder’s Response Question #32 –** The bidder shall describe its approach to retailer customer service and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #33 –** The bidder shall describe its approach to providing retailer customer service through a call center.

### Retailer Portal Requirements.

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| 6.4.4.1 | The Contractor shall provide a free, secure online retailer portal that is browser agnostic that allows authorized retailers flexible access to information twenty four (24) hours a day, seven (7) days per week. The Agency will review and approve the design of the retailer portal, including all content, prior to posting to the internet. |
| 6.4.4.2 | The Contractor shall provide user-friendly information to assist retailers on how to use the retailer portal functionality. |
| 6.4.4.3 | The Contractor shall provide all tools/content presented on the retailer portal in English and Spanish, or any language required by State law, at a sixth (6th) grade reading level or below. |
| 6.4.4.4 | At minimum, the Contractor shall ensure the retailer portal provides retailers with:   1. An appropriate customer service number for retail users to call for additional assistance, 2. General information regarding EBT policies and procedures, 3. Access to at least three (3) months of transaction history with the ability to both narrow down to previous seven (7) days and daily transaction history, 4. The ability to view deposit, dispute and adjustment activity, 5. The ability to view, sort, select and export transaction and settlement data including adjustments, reversals, and cancellations. The data shall be exportable in a format that can be used in standard spreadsheet software, 6. The ability to update or provide new banking information, 7. The ability to create their own account and set their own user name and password. Account creation must use FNS ID, state or zip code and establish a series of challenge questions and answers, 8. The ability to change passwords and PINs in accordance with State information technology policies, 9. Forgotten password functionality by allowing the user the ability to reset their own retailer portal password in real-time, 10. Access informational materials, quick reference guides, and training materials, etc., 11. The ability to print appropriate materials to a local printer, and 12. Additional information as directed by the Agency, or deemed necessary by federal regulatory changes. |
| 6.4.4.5 | The Contractor shall ensure the retailer portal supports multi-factor authentication. |
| 6.4.4.5.1 | The Contractor shall provide capabilities for retailers to authenticate themselves by using secure web protocols, including but not limited to a combination of challenge questions and user IDs, FNS ID, city, zip code and passwords. |
| 6.4.4.6 | The retailer portal shall time-out the user after five hundred ninety (590) seconds of inactivity. |
| 6.4.4.7 | The Contractor shall conduct testing on any new functionality or updates and provide the Agency with the results prior to deploying any new functionality to the retailer portal. |
| 6.4.4.7.1 | Prior to any deployment to the retailer portal, the Contractor shall provide the Agency a demonstration of the update(s) and allow the Agency to conduct its own testing of the update(s). |
| 6.4.4.8 | The Contractor shall ensure the retailer portal has a mobile-view to be compatible with mobile devices. |
| 6.4.4.9 | The retailer portal shall allow retailers to access their 1099s. |
| 6.4.4.10 | The Contractor shall provide a mechanism to display urgent information as determined by the Agency about the program or benefits in the form of a banner if needed (e.g. in the event of a disaster). The Agency shall review and approve all banner information presented on the retailer portal. |

**Bidder’s Response Question #34 –** The bidder shall describe its approach to the retailer portal and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

### Exempt Retailer Training Requirements.

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| 6.4.5.1 | The Contractor shall be primarily responsible for training all Exempt Retailers. Training shall include, but is not limited to, the following information:   1. Iowa SNAP EBT program, 2. Retailer customer service toll-free number, 3. Use of the IVR, 4. Process of retailer transactions, including but not limited to key entered transactions, 5. Use of the retailer portal, 6. Requirements for retailers to safeguard recipient information and retailer data in accordance to 7 C.F.R. § 278.1(q), 7. Manual Voucher Processing Procedures (including emergency vouchers), 8. Fraud training regarding the trafficking of EBT cards and consequences of abuse or misuse of the EBT solution, 9. Dispute resolution, 10. Adjustments, 11. Settlements, 12. Interoperability, and 13. Notification procedures for reporting ownership or banking account numbers. |
| 6.4.5.2 | The Contractor shall develop training materials in accordance with FNS regulations. At minimum, training materials shall include:   1. Training manuals and installation guide, and 2. Tip sheets or quick guides. |
| 6.4.5.2.1 | The Contractor is not required to perform in-person training due to the small volume of required trainings. |
| 6.4.5.3 | The Contractor shall ensure all training materials are available electronically. |
| 6.4.5.4 | The Contractor shall ensure all training materials are available in both English and Spanish or any other language required by State law, at a sixth (6th) grade reading level or below. |
| 6.4.5.5 | The Contractor shall ensure all training materials are available for access via the retailer portal. |

**Bidder’s Response Question #35 –** The bidder shall describe its approach to Exempt Retailer training and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

### Exempt Retailer Requirements.

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| 6.4.6.1 | The Contractor shall maximize the use of the existing commercial POS terminals and use existing commercial networks and POS terminals. |
| 6.4.6.2 | The Contractor shall deploy, install, and maintain Contractor-provided POS terminals as necessary in accordance with 7 C.F.R. § 274.3(b) for retailer participation, including lanes to be equipped, functionality, and services. |
| 6.6.1.2.1 | If the Contractor cannot support the existing POS terminals, the Contractor shall replace the terminals at its own cost. |
| 6.4.6.3 | For an FNS authorized retailer with SNAP benefit redemption amounting to fifteen percent (15%) or more of total food sales, all checkout lanes shall be equipped. |
| 6.4.6.4 | For an FNS authorized retailer with SNAP benefit redemptions representing less than fifteen percent (15%) of total food sales:   1. Superstores and supermarkets shall, at a minimum, receive one (1) terminal for every $11,000 in monthly redemption activity up to the number of lanes per store. 2. All other retailers shall receive one (1) terminal for every $8,000 in monthly redemption activity up to the number of lanes per store, unless otherwise directed by the Agency. |
| 6.4.6.5 | For newly authorized retailers, the Agency and retailer shall negotiate a mutually agreed level of terminal deployment up to the number of lanes per store. |
| 6.4.6.6 | The Contractor shall ensure any FNS authorized retailer is able to submit further evidence that it warrants additional terminals after the initial POS terminals are deployed. |
| 6.4.6.7 | The Contractor shall contact new retailers identified in the REDE file to discuss the option of an EBT-only terminal.   1. The Contractor shall send the appropriate retailer application, including printed materials and brochures that promote acceptance of the EBT program to any interested retailer. 2. All non-exempt retailers shall be responsible for costs associated with EBT-only terminals. |
| 6.4.6.8 | The Contractor shall conduct quality assurance testing on terminals prior to deployment. |
| 6.4.6.9 | The Contractor shall ensure that each POS terminal deployed complies with FNS performance and technical standards. |
| 6.4.6.10 | The Contractor shall ensure newly authorized retailers have access to the EBT solution within fourteen (14) days after the receipt of the FNS authorization notice. |
| 6.4.6.11 | The Contractor shall ensure that all POS terminals deployed to Exempt Retailers will have the appropriate software loaded prior to shipping. |
| 6.4.6.12 | The Contractor shall provide retailers with POS overlays, manuals, and quick reference guides for the selected device, when appropriate. |
| 6.4.6.13 | The Contractor shall monitor and automatically repair or replace EBT-only POS terminals when a significant number of manually entered transactions are being processed. These replacements shall be reported at minimum annually to the Agency, with a report as required by the Agency. |
| 6.4.6.14 | The Contractor shall ensure POS terminals are replaced or repaired within forty eight (48) hours of notice. |
| 6.4.6.15 | The Contractor shall be allowed to provide additional EBT-only POS terminals to retailers that wish to obtain additional terminals from the Contractor. The Contractor is free to charge the retailer for providing and supporting these additional terminals; however, any agreement covering such an arrangement shall be between the Contractor and the retailer. The Agency will not be party to any such agreements. |
| 6.4.6.16 | The Contractor shall work with the Agency to review terminal deployment on a yearly basis and remove excess terminals if appropriate. |
| 6.4.6.17 | The Contractor shall provide instructions for the return of EBT-only POS terminals. |
| 6.4.6.18 | The Contractor shall retrieve EBT-only POS terminals from retailers no longer accepting SNAP. |
| 6.4.6.19 | The Contractor shall provide support services to retailers for resolving issues/problems on Contractor supplied EBT-only POS terminals and helping resolve settlement and dispute questions and issues. |
| 6.4.6.20 | The Contractor shall verify that procedures are in place to process manual vouchers in instances when the system is down or for those retailers that do not have POS terminals. |
| 6.4.6.21 | The authorization process shall be automated as part of the help desk IVR functionality; however, if the IVR is not available, Exempt Retailers shall be able to obtain manual authorizations from a CSR. |
| 6.4.6.21.1 | Each manual voucher shall have an authorization number before it is submitted for settlement. |
| 6.4.6.22 | The Contractor shall ensure that neither the Contractor nor the Agency pay for merchants existing communications resources if they are used for EBT non-exempt retailers. |
| 6.4.6.23 | The Contractor shall ensure that account balances do not print on the Exempt Retailers copy of the receipt. |
| 6.4.6.24 | The Contractor shall provide 1099 information reporting, as required, to the IRS and provide 1099’s to appropriate retailers. At a minimum, the 1099 information shall be available on the retailer portal. |

**Bidder’s Response Question #36 –** The bidder shall describe its approach to Exempt Retailers and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #37 –** In addition, the bidder shall also describe its approach to managing Exempt Retailers and deploying and maintaining EBT-only POS equipment.

### Third Party Processor (TPP) Roles and Responsibilities Requirements.

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| 6.4.7.1 | If a retailer chooses to employ a TPP to drive its terminals, the Contractor shall ensure access to the system within a thirty (30) day period or a mutually agreed upon time to enable the TPP interface specifications. |
| 6.4.7.2 | The Contractor shall provide interface specifications to support retailers that deploy their own terminals within thirty (30) days of the start of the contract. |
| 6.4.7.3 | The Contractor shall provide the TPP with interface specifications enabling retailers that deploy third party terminal drivers to interface directly with the Contractor to perform SNAP EBT transactions. |
| 6.4.7.3.1 | The Contractor shall not unduly withhold certification for retailers and third parties that enter into direct connect arrangements with the Contractor. |
| 6.4.7.4 | The Contractor shall make every effort to enforce the agreements at the request of the Agency when problems are identified in TPP activities. Requirements of TPPs shall include, but are not limited to:   1. Terminal Identification – Each TPP shall give each terminal a unique identification number and include the unique identification number with every transaction submitted to the Contractor. The Contractor shall include the unique terminal identification number in the ALERT data submitted to FNS, 2. Transactions – Each TPP shall be able to support the entire transaction set included in FNS regulations. The Contractor shall be able to process all of these transactions, 3. Balance Information – Each TPP shall be able to display the recipient’s remaining balance on the printed receipt for all POS equipment they support, and 4. FNS Authorized Retailers – Each TPP shall route SNAP transactions for retailers authorized by FNS to redeem SNAP benefits. |
| 6.4.7.5 | The Contractor shall provide support, communication, and data exchange with TPP’s for non-exempt retailers. |

**Bidder’s Response Question #38 –** The bidder shall describe its approach to TPP roles and responsibilities and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

### Online Shopping Pilot Requirements.

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| 6.4.8.1 | The Agency is currently participating in an FNS pilot to test and evaluate the acceptance of SNAP benefits to pay for online food purchases. The Contractor shall continue operation of this pilot immediately upon conversion as part of its core pricing. |
| 6.4.8.2 | The Contractor shall program the EBT solution to recognize, accept and permanently store codes and data elements related to online transactions (as specified in X9.58-2013) including delivery street address and zip code. |
| 6.4.8.3 | The Contractor shall accept online SNAP transactions only through FNS-approved secure online PIN-entry service providers; reject all online transaction requests coming from any other TPPs |
| 6.4.8.4 | The Contractor shall identify online transactions using a new card entry method code (I or Internet) on all screens, reports, and files that normally indicate the transaction was swiped or keyed. |
| 6.4.8.5 | The Contractor shall enable a process that allows online retailers, and only online retailers, to submit SNAP refunds that do not contain a PIN value. |
| 6.4.8.6 | The Contractor shall examine each incoming transaction to determine if it is coded as an online transaction and take appropriate actions as follows:   1. Compare all SNAP online transactions to the REDE file to validate that the retailer’s FNS number is classified as an Internet Retailer (IR) store type, if not then deny the transaction, 2. For all online purchases and balance inquiries, validate that the IR is currently active in REDE, 3. For online refunds, validate that the IR is currently active or was previously active at the time of the original purchase, 4. Validate that retailers classified as IR-only perform authorized online transactions (no voucher, store and forward, or instore/wireless POS), and 5. Deny PINless transactions from retailers not classified as IR. |
| 6.4.8.7 | The Contractor shall do the following for IR online refund transactions:   1. Validate card numbers against the original purchase transaction (or the case’s card history) 2. Ignore State-designated refund limits, and 3. Establish a maximum time limit of ninety (90) days for online refunds and deny refunds that exceed this time limit. |
| 6.4.8.8 | The Contractor shall include all required data elements for online SNAP transactions in the ALERT file transmitted to FNS, utilizing version 2.00 of the ALERT specification. The specification is available in Attachment J Anti-Fraud Locator or EBT Retailer Transaction (ALERT) File Layout. |
| 6.4.8.9 | The Contractor shall provide the standard (daily and monthly) online transaction summary totals report and the standard (daily and monthly) online transaction detail file in CSV format. |
| 6.4.8.9.1 | The Contractor shall make these standard reports and files available to USDA FNS upon request. |
| 6.4.8.10 | The Contractor shall display delivery street address and zip code on transaction detail screens. |
| 6.4.8.11 | The Contractor shall include the delivery street address and zip code in the daily activity file. |
| 6.4.8.12 | The Contractor shall comply with any additional USDA FNS requirements resulting from the online shopping pilot and/or decision to implement online purchasing nationwide. |

**Bidder’s Response Question #39 –** The bidder shall describe its approach to the Online Shopping Pilot and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

### Exempt Retailers Requirements.

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| 6.4.9.1 | The Contractor shall install and maintain POS devices, and provide retailer management services in accordance with requirements in the facilities of all group home and other exempt SNAP retailers outlined in table 6.4.1. These include, but are not limited to, drug/alcohol treatment centers, blind/disabled group living facilities, battered women and children shelters, homeless meal providers, restaurants, elderly/disabled communal dining facilities, meal delivery services, and route vendors. |

**Bidder’s Response Question #40 –** The bidder shall describe its approach to Exempt Retailers and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

## Recipient Customer Service.

This section outlines the requirements for EBT recipient customer service. The EBT recipient customer service shall include:

* Recipient Call Center,
* Recipient Portal,
* Recipient Training and Communications, and
* Mobile Application.

**Current State Information.**

The current recipient portal solution requires a password that is nine to twelve (9 to 12) characters in length, is alphanumeric, is not case sensitive, and contains no special characters.

The current EBT solution for the recipient call center and portal supports an Enhanced Security Password that allows recipients in certain circumstances additional protection to their EBT account.

The Agency’s current EBT solution does not feature a Mobile Application.

Current call center statistics have been provided in Attachment O EBT Call Center Statistics of this document.

### Recipient Call Center Requirements.

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| 6.5.1.1 | The Contractor shall design and implement a customer service model that provides a cost effective and quality solution to providing customer service for EBT recipient callers. |
| 6.5.1.2 | The Contractor shall provide customer service that is compliant with the Americans with Disabilities Act (ADA). |
| 6.5.1.3 | The Contractor shall provide all customer services within the continental United States. |
| 6.5.1.4 | The Contractor shall provide toll-free services that are available twenty four (24) hours a day, seven (7) days per week, including State and federal holidays. |
| 6.5.1.5 | The Contractor shall ensure that the customer service call center is staffed with live customer service representatives (CSRs) in a model that optimally supports the contracted SLAs included in Appendix B.3 EBT Service Level Agreements. CSRs must demonstrate working knowledge of programs and services provided in the call center. |
| 6.5.1.6 | The Contractor shall provide TTY (teletypewriter) capability for recipients with hearing disabilities. |
| 6.5.1.7 | The Contractor shall provide access and support for recipients using rotary phones. |
| 6.5.1.8 | The Contractor shall provide multi-factor authentication controls and measures to safeguard cardholder information. |
| 6.5.1.9 | The Contractor shall provide services both in English and Spanish, or any other languages required by State law. |
| 6.5.1.9.1 | The Contractor shall provide the ability to respond to calls in all other languages by means of a language interpretation service. |
| 6.5.1.10 | The Contractor shall provide customer service to assist recipients with EBT support and program information using a single toll-free number “1-800-359-5802”, twenty four (24) hours a day, seven (7) days per week. At minimum, customer service shall provide the following services for recipients’ EBT-related transactions:   1. General program and card information, 2. Mechanism to report lost, stolen, damaged, or defective cards, 3. Problem resolution, 4. Transaction disputes, 5. Transaction history about the last ten (10) SNAP transactions, 6. Ability for a caller to request a two (2) month statement of their SNAP account history to be mailed to the account’s address within two (2) business days, 7. SNAP deposit history, 8. Information and assistance with PIN re-selection procedures, 9. Benefit availability date, and 10. Access controls that ensure security of recipient account information. |
| 6.5.1.11 | The Contractor shall provide the necessary training and guides for use by customer service staff to aid them in addressing recipient concerns and managing service requests. |
| 6.5.1.12 | The Contractor shall develop a strategy to accommodate unanticipated high call volumes caused by system or telecommunication interruptions, natural disasters, or other unanticipated critical events for Agency comment and approval. The Contractor shall implement the strategy when required. |
| 6.5.1.13 | The Contractor shall utilize an IVR that provides self-service options for recipients through an automated system. |
| 6.5.1.14 | The Contractor shall design an optimal model for the IVR during the design and development phase for Agency comment and approval. |
| 6.5.1.15 | The Contractor shall not change IVR messages or menu functions without prior approval of the Agency. |
| 6.5.1.16 | At minimum, the IVR shall:   1. Permit access to account balances and transaction history, 2. Permit EBT PIN selection, 3. Provide assistance to report a lost, stolen, damaged, or defective EBT card, request a replacement EBT card, or with other account problems, 4. Provide transaction history about the last ten (10) transactions (for example, transaction number, amount, and date), 5. Provide information on where to use card, 6. Provide information on card usage, 7. Provide information on benefit availability date, 8. Have the ability for cardholders to opt out to a CSR at any time, 9. Allow for temporary messages approved by the Agency. The temporary IVR messages shall be recorded in English and Spanish, or any languages required by State law, and 10. Offer the capability of a voice recognition feature for callers to say key information rather than entering it. |
| 6.5.1.17 | The Contractor shall ensure PIN selection through the IVR requires only one (1) call that requires positive verification of the cardholder’s identity. |
| 6.5.1.18 | The Contractor shall provide IVR and CSR activity data as requested by the Agency. |
| 6.5.1.19 | The Contractor shall provide phone number recognition capabilities to learn the caller’s phone number to allow quicker access to the IVR. |
| 6.5.1.20 | The Contractor shall provide all services in compliance with State and federal security policies for access control to assure security of customer account information. |
| 6.5.1.21 | The Contractor shall develop an opt in/opt out recipient customer satisfaction survey, subject to the approval of the Agency. Examples of the type of information collected include level of satisfaction with obtaining the desired information, level of satisfaction with hold time, and level of satisfaction with the interaction with the CSR, if applicable. |
| 6.5.1.22 | The Contractor shall evaluate the satisfaction of recipient call center experiences through the use of an opt in/opt out customer satisfaction survey through the IVR or as otherwise approved by the Agency. |
| 6.5.1.22.1 | Satisfaction surveys shall be offered to at least every twenty fifth (25th) caller. |
| 6.5.1.22.2 | The content of the customer satisfaction surveys may be subject to change at the Agency’s discretion. |
| 6.5.1.23 | The Contractor shall provide regular monitoring of the IVR usage and recommend for consideration any other transactions and/or uses of the IVR which would represent an effective and economical application of this technology. |
| 6.5.1.24 | The Contractor shall provide a mechanism for designated Agency staff to conduct live-call monitoring at any time, without assistance from the Contractor, in order to provide feedback to the Contractor. |
| 6.5.1.25 | The Contractor shall record all calls. |
| 6.5.1.26 | The Contractor shall provide customer service call recordings to the Agency upon request. |
| 6.5.1.27 | The Contractor shall maintain call recordings for three (3) years. |
| 6.5.1.28 | The Contractor shall ensure that prior to replacing an EBT card, the recipient’s address will be confirmed against the address maintained in the EBT solution. If the address differs, the CSR shall deactivate the EBT card and refer the recipient back to the Agency’s customer service to update the address and issue a new card in the EBT solution. |
| 6.5.1.29 | The Contractor shall provide recipients with the real-time current balance on their account. Account balance information shall not contain any posted benefits that have not reached their availability date. |
| 6.5.1.30 | At the Agency’s request, the Contractor’s EBT Program Manager shall pull calls and report back to the Agency’s designated staff. |
| 6.5.1.31 | The Contractor shall ensure that the Enhanced Security Password functions in the IVR as well as when a recipient speaks to a CSR. |

**Bidder’s Response Question #41 –** The bidder shall describe its approach to the recipient call center and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #42 –** In addition, the bidder shall also:

1. Provide the location (city, state) of where the call center(s) will be located.
2. Describe its approach to maintaining a call center and providing recipient customer service.
3. Describe how independent call monitoring will be performed during the duration of the Contract.
4. Describe how callers will have the option to go directly to a CSR, bypassing over the IVR options.

### Recipient Portal Requirements.

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| 6.5.2.1 | The Contractor shall provide a free, secure online recipient portal that is browser agnostic and allows recipients flexible access to program and benefit information twenty four (24) hours a day, seven (7) days per week. The Agency will review and approve the design of the recipient portal, including all content, prior to posting to the internet. |
| 6.5.2.2 | The Contractor shall ensure the recipient portal supports multi-factor authentication.   1. The Contractor shall provide capabilities for recipients to authenticate themselves by using secure web protocols in compliance with State information technology policies. 2. Any challenge question/answer shall be available for account access via the recipient portal. |
| 6.5.2.3 | The Contractor shall conduct testing on any new functionality or updates and provide the Agency with results prior to deploying any new functionality to the recipient portal. |
| 6.5.2.3.1 | Prior to any deployment to the recipient portal, the Contractor shall provide the Agency a demonstration of the update(s) and allow the Agency to conduct its own testing of the update(s). |
| 6.5.2.4 | The Contractor shall ensure the recipient portal has a mobile-view compatible with mobile devices. |
| 6.5.2.5 | The Contractor shall provide user-friendly information to assist recipients on how to use the recipient portal functionality. |
| 6.5.2.6 | The Contractor shall provide all tools/content presented on the recipient portal in English and Spanish, or any language required by State law, at a sixth (6th) grade reading level or below. |
| 6.5.2.7 | The recipient portal shall allow EBT recipients to create their own account and set their own user name and password.   1. Account creation must use multi-factor authentication, and 2. During account set up, the recipient portal must require the user to establish a series of challenge questions and answers. |
| 6.5.2.8 | The recipient portal shall allow EBT recipients to change passwords and EBT card PINs in accordance with State information technology policies. |
| 6.5.2.9 | The Contractor shall ensure the recipient portal supports the Enhanced Security Password. |
| 6.5.2.10 | The recipient portal shall allow EBT recipients to obtain current account balances for at least the past three (3) months. |
| 6.5.2.11 | The recipient portal shall allow EBT recipients to view and print “transaction history” information about the last three (3) months transactions, including transaction number, amount, date, deposit history, and debit/credit history. |
| 6.5.2.12 | The recipient portal shall allow EBT recipients to print appropriate materials to a local printer. |
| 6.5.2.13 | The recipient portal shall allow EBT recipients to chat with a CSR, at no additional cost to the Agency. |
| 6.5.2.14 | The recipient portal shall allow EBT recipients to view the issuance schedule for benefits. |
| 6.5.2.15 | The recipient portal shall allow EBT recipients access to recipient notification materials, frequently asked questions, training materials, collaterals, customer contact information, farmers market information, and links to the program-specific State websites. |
| 6.5.2.16 | The recipient portal shall allow EBT recipients to access additional information as directed by the Agency or deemed necessary by federal regulations or changes. |
| 6.5.2.17 | The Contractor shall ensure the recipient portal supports forgotten password functionality by allowing the user the ability to reset their own recipient portal password in real-time. |
| 6.5.2.18 | The recipient portal shall time-out the user after five hundred ninety (590) seconds of inactivity. |
| 6.5.2.19 | The Contractor shall provide a mechanism for the Agency to display urgent information, as determined by the Agency, about the program or benefits in the form of a banner, if needed (e.g. in the event of a disaster). |
| 6.5.2.19.1 | The Contractor shall provide all banner information presented on the recipient portal for Agency review and approval. |

**Bidder’s Response Question #43 –** The bidder shall describe its approach to the recipient portal and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #44 –** The bidder shall describe its approach to multi-factor authentication.

### Recipient Training and Communications Requirements.

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| 6.5.3.1 | The Contractor shall provide printed recipient training material, with the option for recipients with questions, regarding EBT to receive further training at local Agency offices. The training material will be distributed by the Agency to local Agency offices. |
| 6.5.3.2 | The Contractor shall provide all updates and maintain a supply of required training materials throughout the Contract. |
| 6.5.3.3 | The Contractor shall ensure all training materials comply with ADA requirements. |
| 6.5.3.4 | The Contractor shall provide all EBT recipients an EBT card mailer. |
| 6.5.3.4.1 | The EBT card mailer shall be printed in both Spanish and English, or any other language required by the State. |
| 6.5.3.5 | The Contractor shall ensure the EBT card mailer is written at a sixth-grade (6th) reading level or below and is in compliance with FNS regulations. |
| 6.5.3.6 | The Contractor shall include the following materials/information with every EBT card mailed, including initial and replacement cards:   1. How to report a lost, stolen, damaged or defective EBT card, 2. Use and safeguarding of the EBT card and PIN, 3. EBT card replacement instructions, 4. PIN change methods and procedures, 5. Use of the IVR, 6. A prominent display of the toll-free customer service help desk number, 7. A non-discrimination statement per 7 C.F.R. § 272.6, 8. Adherence to FNS policy regarding misuse of benefits, 9. A prominent display of the recipient portal web address, 10. Monthly issuance staggering dates, 11. EBT card safety guidance, 12. A statement notifying the recipient to keep the materials in case of EBT card loss, 13. Information on farmers markets, 14. How to use the Mobile Application, and 15. A version control identifier printed directly on the mailer. |
| 6.5.3.7 | The Contractor shall implement adjustments to the EBT mailer as directed by the Agency. |
| 6.5.3.8 | The Contractor shall provide a ninety (90) calendar day advance written notice to the Agency of changes affecting cardholders. |

**Bidder’s Response Question #45 –** The bidder shall describe its approach to the recipient training and communication and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

### Mobile Application Requirements.

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| 6.5.4.1 | The Contractor shall provide a Mobile Application that provides the same functionality and access as the recipient portal so EBT recipients can access their EBT card accounts via their mobile device to check their balance, transaction history, card status, replace a card, etc., along with other options the Contractor may propose. |

**Bidder’s Response Question #46 –** The bidder shall describe its approach to the Mobile Application and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

## Financial.

This section outlines the EBT financial requirements. The EBT financial solution requirements includes the services to support:

* Transaction Processing,
* Account Adjustments,
* Settlement and Reconciliation,
* Manual Vouchers,
* Audit Compliance,
* Fraud, and
* Processing Speed.

### Transaction Processing Requirements.

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| 6.6.1.1 | The Contractor shall adhere to 7 C.F.R. § 274.7(c) which prohibits the charging of a fee for any SNAP transactions. |
| 6.6.1.2 | The Contractor shall authorize recipient-initiated SNAP transactions, whether those transactions originate from a participating retailer or farmer participating in Iowa’s Wireless EBT Project. |
| 6.6.1.3 | The Contractor shall ensure that recipients access their SNAP benefits at POS terminals or via manual vouchers at authorized SNAP retailer locations, including farmers markets. |
| 6.6.1.4 | The Contractor shall ensure each transaction is allocated to a SNAP account. Benefits within the EBT account shall be distributed on a first in, first out basis. |
| 6.6.1.5 | The Contractor shall ensure transaction authorization will require:   1. Accepting transactions coming from an authorized transaction acquirer, 2. Authorizing or denying transactions, 3. Sending timely response messages back to the transaction acquirer authorizing or rejecting recipient transactions, and 4. Logging the authorized/denied transactions for subsequent settlement and reconciliation processing, transaction reporting, and for viewing through transaction history. |
| 6.6.1.6 | The Contractor shall ensure the EBT solution conducts a series of checks and processes to determine whether a transaction being initiated by a cardholder should be approved. These checks shall include determining whether:   1. The retailer has a valid FNS authorization number, 2. The PAN is verified and the card is active, 3. The number of consecutive failed PIN tries has not been exceeded (maximum allowable failed PIN tries is three (3). After three (3) failed PIN attempts, access to the card is locked out until midnight), 4. The PIN is verified as being entered correctly, 5. The PAN and PIN are linked to only one (1) case, 6. The EBT account holds a sufficient balance in order to satisfy the transaction request, 7. For refund transactions, a benefit record exists so that the transaction can be properly posted, and 8. If any of the above conditions is not met, the Contractor shall deny the transaction. |
| 6.6.1.7 | The Contractor shall ensure the EBT solution is able to accept EBT transactions from POS devices for SNAP and possibly other programs in the future. |
| 6.6.1.8 | The Contractor shall ensure the EBT solution is able to process, at a minimum, the following SNAP transaction types:   1. SNAP purchase (swiped or key-entered or online), 2. SNAP merchandise return, 3. Manual voucher clear (including interoperable transactions), 4. Balance inquiry, 5. Voids or cancellations, 6. Reversals (debits/credits), 7. Store and forward, and 8. Interoperability. |
| 6.6.1.9 | The Contractor shall provide the Agency with a clear description of all POS error codes. |
| 6.6.1.10 | The Contractor shall develop and implement a monitoring procedure to alert retailers of possible malfunctioning or defective POS devices for the Agency’s review and approval. |
| 6.6.1.11 | The Contractor shall provide the Agency online inquiry for all account benefit transaction activity for a minimum of three (3) years, if three (3) years of data is available, from the date of the final withdrawal that closed out a benefit. Information shall be obtained without reactivating closed accounts. |
| 6.6.1.12 | The Contractor shall ensure that the PAN printed on the transaction receipt is truncated. |
| 6.6.1.13 | Prohibiting Overdrawn Funds. |
| 6.6.1.13.1 | The Contractor shall ensure that recipient benefit accounts are not overdrawn and shall assume all liability if an account overdraft does occur. |
| 6.6.1.13.1.1 | The Contractor shall ensure the EBT solution returns a message to the retailer/provider indicating the reason for denial (e.g., invalid PAN, invalid PIN, insufficient funds, etc.). |
| 6.6.1.13.2 | Federal funds shall not be drawn for over-issuances or transactions in excess of the authorized recipient benefit allotment. |
| 6.6.1.14 | Voids or Cancellations. |
| 6.6.1.14.1 | The Contractor shall ensure a transaction may be voided/cancelled by a retailer at a POS device. The void/cancellation message shall include:   1. The trace number, 2. The exact dollar amount, 3. Other identifying information from the original transaction, and 4. Shall be tied to the card, not a POS terminal. |
| 6.6.1.14.2 | The Contractor shall accurately process a void or cancelled transaction and have the effect of the void/cancelled transaction immediately and appropriately reflected in the recipient’s EBT account. |
| 6.6.1.15 | Reversals. |
| 6.6.1.15.1 | The Contractor shall ensure a POS transaction may be reversed if for some reason the completion of the transaction cannot take place at the originating POS device (e.g., communication failure with the device and/or a device malfunction, or a late response from the Contractor). |
| 6.6.1.15.2 | The Contractor shall ensure the entity (specifically the TPP, authorized SNAP retailer/benefit acquirer, or the POS device) within the response chain where the transaction error is recognized will generate a reversal message back to the Contractor. |
| 6.6.1.15.3 | As defined within the EBT ISO message specifications, the Contractor shall ensure the reversal message includes the trace number, the exact dollar amount, and other identifying information from the original transaction. |
| 6.6.1.15.4 | The Contractor shall accurately process a reversal transaction and have the results reflected immediately and appropriately in the recipient’s account. |
| 6.6.1.16 | Store and Forward. |
| 6.6.1.16.1 | The Contractor and its solution shall comply with Store and Forward processing transactions found at 7 C.F.R. § 274.8(e). |
| 6.6.1.16.2 | The Contractor shall ensure that at its option, a retailer that uses a TPP may electronically store a SNAP transaction, and forward it for authorization at a future time, provided the retailer’s equipment is capable of storing a recipient’s encrypted PIN. |
| 6.6.1.16.3 | The Contractor shall ensure that SNAP store and forward transactions are processed at the retailer’s risk. If insufficient funds are available at the time the transaction is forwarded, the transaction shall be denied. |
| 6.6.1.16.4 | The Contractor shall ensure retailers may opt to use the one-step process described at 7 C.F.R. § 274.8(e) to collect the remaining balance. If the retailer and/or TPP have been authorized to use the process and the store and forward transaction is properly identified as such, the Contractor shall process the transaction and return the available balance. |
| 6.6.1.17 | Key-entered. |
| 6.6.1.17.1 | The Contractor shall accept and process EBT transactions where the PAN has been manually entered (key-entered) into the POS device. |
| 6.6.1.17.2 | The Contractor shall ensure transactions may be key-entered at times when a card presented by a recipient is damaged and/or the POS device is unable to accurately read the magnetic stripe. |
| 6.6.1.17.3 | The Contractor shall ensure the validation of the recipient’s PIN is required on key-entered transactions. |
| 6.6.1.17.4 | If a PIN pad is defective or for other reasons a PIN does not accompany the transaction to the EBT host for processing, the Contractor shall deny the transaction. |
| 6.6.1.17.5 | The Contractor shall adopt security measures to prevent recipient and retailer abuse/misuse of the key-entry feature. |
| 6.6.1.17.6 | The Contractor shall be able to selectively disable or deny the capability of an EBT-only POS device from completing key-entered transactions as directed by the Agency. |
| 6.6.1.17.7 | The Contractor shall track key-entered transactions by PAN and by retailer site. |
| 6.6.1.17.8 | The Contractor shall propose procedures for responding to retailer reports of malfunctioning or defective equipment at retailer sites, including both EBT-only POS terminals and retailer-owned terminals. |
| 6.6.1.18 | Merchant Validation. |
| 6.6.1.18.1 | The Contractor shall validate that transactions originated at an FNS authorized SNAP retail location. |
| 6.6.1.18.2 | The Contractor shall maintain a database of authorization numbers for all FNS authorized SNAP retailers in accordance with the retailer validation requirements specified in 7 C.F.R. § 274.3(e)(1) and 7 C.F.R. § 278.1. |
| 6.6.1.18.3 | The Contractor shall access the FNS REDE system daily to obtain updates of the national REDE files used to validate authorized SNAP retailer numbers, and have a process in place to ensure that all records are properly posted. |
| 6.6.1.18.4 | The Contractor shall verify the retailer identification number is for an authorized SNAP retailer prior to completing the transaction and shall assume liability if transactions are completed against invalid FNS authorization numbers. |
| 6.6.1.19 | Refunds. |
| 6.6.1.19.1 | The Contractor shall confirm that a refund transaction authorization must require:   1. The retailer has a valid FNS authorization number, 2. The PAN is verified, 3. The number of consecutive failed PIN tries has not been exceeded, 4. The PIN is verified as being correct, 5. The account is active, and 6. If any of the above conditions are not met, the Contractor shall deny the transaction. |
| 6.6.1.19.2 | The Contractor shall confirm, in real-time, that there is an existing benefit linked to that account, otherwise the transaction must be denied. |
| 6.6.1.19.3 | The Contractor’s process shall return funds to each individual benefit so that the total value of each benefit does not exceed its original value, and that the value of the refund does not exceed the total value of benefits previously debited. |
| 6.6.1.19.4 | The Contractor shall comply with a transaction amount limit, as well as monthly limits on the total number and value of refunds, placed on the SNAP refund transactions by the Agency as defined by the Agency. |
| 6.6.1.19.5 | The Contractor shall ensure the refund transaction only be applied to the cardholder SNAP account. |

**Bidder’s Response Question #47 –** The bidder shall describe its approach to transaction processing and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

### Account Adjustments Requirements.

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| 6.6.2.1 | The EBT solution shall allow the Contractor, Agency, and/or retailer/TPP to initiate an adjustment to resolve errors and out-of-balances related to system and non-system problems. |
| 6.6.2.2 | The EBT solution shall provide at least the following data elements for adjustments:   1. Claim reference number, 2. Card number, 3. Cardholder’s first name, 4. Cardholder’s last name, 5. Retailer/acquirer name, 6. Card acceptor ID, 7. FNS authorization number for SNAP claims, 8. Date the claim was received by the Contractor, 9. Reason for claim, 10. Status of the claim (open/closed), 11. Disposition of the claim (approved/denied), 12. Initial dollar amount of the claim, 13. Adjustment transition type (credit/debit), 14. Adjustment amount actually credited to or debited from the cardholder, 15. Program type (SNAP), 16. Who initiated the claim (retailer, TPP, cardholder, State, or Contractor), and 17. Date claim resolved by Contractor. |
| 6.6.2.3 | The Contractor, shall have the ability to initiate an adjustment to resolve a transaction error. |
| 6.6.2.3.1 | The Contractor shall make adjustments if an original settled transaction is partially or completely erroneous. |
| 6.6.2.4 | The Contractor shall have the capability of processing the adjustment and having this reflected in the recipient’s account. |
| 6.6.2.5 | The Contractor shall ensure adjustments made by the Contractor will cause money to be moved either to or from the recipient’s EBT account impacting daily EBT settlement. |
| 6.6.2.6 | The Contractor shall provide daily notification to the Agency of pending debit adjustments to allow for recipient notification. |
| 6.6.2.7 | The Contractor shall ensure all adjustment activity (debits, credits, denials, etc.) is reported to the Agency and conducted in accordance with 7 C.F.R. § 274.2(g). |
| 6.6.2.8 | The Contractor’s adjustments shall be an automated process. |
| 6.6.2.9 | All adjustments to the Automated Standard Application for Payments (ASAP account) requested by the Contractor through the AMA System shall be approved by the Agency. |
| 6.6.2.10 | The Contractor shall ensure the EBT solution shall not place a hold on a household’s account for the amount of the debit adjustment. See Attachment G SNAP EBT Waiver Descriptions. |
| 6.6.2.11 | If a household disputes a requested adjustment and requests a fair hearing within fifteen (15) calendar days, the Contractor shall ensure no further action will be taken to debit the household’s account until the fair hearing decision is rendered. |
| 6.6.2.12 | The Contractor shall be responsible for handling both credit and debit adjustments to the recipient’s EBT account in a manner and timeframe dictated by federal regulations and Quest Operating Rules. |

**Bidder’s Response Question #48 –** The bidder shall describe its approach to account adjustments and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

### Settlement and Reconciliation Requirements.

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| 6.6.3.1 | The Contractor shall meet 7 C.F.R. § 274.4 and be consistent with the FNS EBT Reconciliation Guidance of March 2007 (or the most recent version) including:   1. Recipient account daily beginning balances and net draws versus the ending balance, 2. Recipient net redemptions versus retailer/acquirer settlement values, 3. Total funds entering, exiting, and remaining in the system each day, 4. Total net change in system-wide obligations outstanding to the sum of the net change in obligations outstanding for SNAP and all State and federal agencies, and 5. The net settlement value for all transactions to the sum of the net settlement values for SNAP and all State and federal agencies. |
| 6.6.3.2 | The Contractor shall bear all liability for any losses resulting from errors or omissions including fraud and abuse on the part of the Contractor or its representatives or subcontractors. These liabilities shall include, but are not limited to:   1. Any duplicate or erroneous postings to a recipient account, 2. Any losses from funds drawn from an account after the recipient notified the Contractor that the card had been lost or stolen, 3. Any losses from transactions performed with cards issued but not activated by the recipient and/or the Contractor, 4. Any damages or losses suffered by a federal or State Agency due to negligence on the part of the Contractor, 5. Any loss of benefits caused by fraud or abuse by the Contractor or its representatives or subcontractors, and 6. Benefits paid out in excess of authorized recipient benefit amounts. |
| 6.6.3.3 | The Contractor shall own and reconcile the clearing bank account used for the daily settlement. |
| 6.6.3.4 | The Contractor shall provide detailed and accurate reports that allow the Agency to reconcile benefit postings to the EBT solution, settlement of benefits utilized by recipients, and the outstanding liability remaining on the EBT solution at the end of the processing day. |
| 6.6.3.5 | The Contractor shall research all variances that the Agency forwards and shall provide documentation to support the resolution in a timely manner (no more than five (5) business days after notification). |
| 6.6.3.6 | For transaction processing and settlement purposes, the Contractor shall have access to the appropriate regional network(s) for settling POS transactions. |
| 6.6.3.7 | The Contractor’s EBT solution shall operate on a twenty four (24) hour processing cycle. At 2:30 p.m. CT each day, the Contractor shall close out the current processing day and commence the next processing day. There will be no in-flight or carry over transactions. |
| 6.6.3.8 | On a business day basis, the Contractor shall provide data necessary to support increases/decreases to the ASAP account to the Federal Reserve Bank of Richmond. The Federal Reserve Bank will service as the Account Management Agent (AMA) for the USDA FNS SNAP EBT benefit account. The AMA will interface with the Treasury Department’s Automated Standard Application for Payments (ASAP) and will establish ASAP account funding limits for the State for SNAP EBT activity. |
| 6.6.3.9 | The Contractor shall be responsive to requests from the Agency or FNS to research and resolve discrepancies discovered in reconciliations of Agency-reported issuance data and the data provided to AMA by the Contractor. |
| 6.6.3.10 | The Contractor shall be responsible for the daily reconciliation and settlement of funds to retailers, either directly or through financial intermediaries such as TPPs. |
| 6.6.3.11 | The Contractor shall ensure settlement to retailers and TPPs shall be through an existing commercial banking Automated Clearing House (ACH) infrastructure. |
| 6.6.3.12 | The Contractor shall have an originating and receiving relationship with the ACH, either directly or through one of its subcontractors. |
| 6.6.3.13 | For authorized SNAP retailers, third parties, or other benefit providers that are directly connected to the Contractor’s solution, the Contractor shall originate an ACH credit for the total balance due for EBT benefits provided during the EBT processing day being settled. |
| 6.6.3.13.1 | The benefit provider credits shall be entered into the ACH for settlement on the next banking day. |
| 6.6.3.14 | The Contractor shall ensure that credits due to authorized SNAP retailers who are connected to the Contractor through a transaction switch, TPP, or national network shall settle utilizing the Quest Operating Rules. |

**Bidder’s Response Question #49 –** The bidder shall describe its approach to settlement and reconciliation and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #50 –** The bidder shall also describe its proposed procedures for reconciling the following:

* 1. Recipient account daily beginning balance and net draws versus the ending balance,
  2. Recipient net redemptions versus retailer/acquirer settlement values,
  3. Total funds entering, exiting, and remaining in the system each day,
  4. Total net change in system-wide obligations outstanding to the sum of the net change in obligations outstanding for SNAP and all State and federal agencies, and
  5. The net settlement value of all transactions to the sum of the net settlement values for SNAP and all State and federal agencies.

### Manual Vouchers Requirements.

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| 6.6.4.1 | The Contractor shall process manual SNAP transactions. |
| 6.6.4.2 | The Contractor shall design and distribute a paper voucher to FNS authorized retailers that do not process through a POS or TPP. This process may be used for the manual processing of SNAP benefits by:   1. Retailers who do not have immediate access to a POS device at the time of purchase, including stationary food stores that choose to make home deliveries to FNS certified households, house-to-house trade routes that operate on standing orders from recipients, food buying cooperatives, farmers markets, and other retailers authorized to participate in SNAP, 2. Retailers who do not possess a POS terminal, such as those who do not qualify to receive Agency provided equipment based on their total monthly SNAP sales, and 3. Retailers who have POS equipment, but their POS terminals are with POS equipment that is inoperable, there are problems with the telecommunications network between the POS terminal and the EBT host processor, or the EBT solution is down or otherwise not available. |
| 6.6.4.3 | The Contractor shall provide to any requesting retailers an adequate supply of the vouchers for manual authorizations. |
| 6.6.4.3.1 | Retailers may also utilize their own forms as long as they meet the minimum data requirements on the form required by FNS. |
| 6.6.4.4 | The Contractor shall require the recipient’s signature on the voucher as a condition for processing. |
| 6.6.4.5 | The Contractor shall ensure the toll-free telephone number (800-414-1422) is provided to retailers to obtain authorizations for the manual vouchers. |
| 6.6.4.6 | Upon providing a telephone authorization for a manual SNAP transaction, the Contractor shall place a “hold” on the amount of benefits necessary to fund the transaction. |
| 6.6.4.7 | The Contractor shall maintain the hold on SNAP benefits until the voucher transaction from any state is “cleared” up to a maximum of thirty (30) calendar days.   1. A retailer has thirty (30) calendar days to submit the voucher, either electronically or by paper copy, to complete the transaction, and 2. If the retailer fails to submit the voucher within the thirty (30) calendar days, the Contractor shall release the hold, and the use of these funds shall revert back to the recipient. 3. The Contractor shall ensure the retailer or acquirer bears the liability for the transaction if the voucher is not cleared in a timely basis. |
| 6.6.4.8 | Emergency and Stand-In Processing. |
| 6.6.4.8.1 | If the retailer cannot access the Contractor’s EBT solution because it is unavailable for authorization processing, the Contractor shall allow for “stand-in” processing of SNAP purchases up to fifty dollars ($50.00) per day per individual EBT account for which the Contractor shall be liable if there are insufficient funds. |
| 6.6.4.8.2 | The Contractor shall define criteria under which it would consider the EBT solution to be unavailable and establish the process by which retailers are notified that “stand-in” processing is currently in effect, as well as the processing and settlement of these transactions. Re-presentment of a manual voucher is not allowed. |
| 6.6.4.8.3 | The Contractor’s EBT solution shall be designed to prevent merchants from re-presenting manual vouchers in subsequent months. However, an exception to re-presentment shall be allowed if the insufficient funds for the voucher occurred while the Contractor was authorizing transactions in a “stand-in” processing mode. |
| 6.6.4.8.3.1 | The Contractor shall describe if and how they would utilize this exception for re-presentments. |
| 6.6.4.8.4 | The Contractor shall ensure there are two (2) methods by which a manual voucher can be cleared during emergency and stand-in processing. If the authorized retailer has a POS device, the retailer will convert the manual transaction to an electronic transaction for transmission to the Contractor when the POS device is again able to communicate with the EBT host. EBT-only devices must be able to accept voucher clear transactions for all state BINs,   1. The EBT Contractor shall route these transactions to the recipient’s Agency processor and settle funds to the retailer, in the same manner as any real-time interoperable transaction, and 2. The Contractor shall accept, process, and settle electronic voucher clear transactions from all sources, including those originating from out of state retailers. |
| 6.6.4.8.5 | If the retailer is a non-traditional FNS authorized retailer who does not have a POS device, the manual voucher will be mailed directly to the Contractor for the clearing and settlement of the manual voucher. |
| 6.6.4.8.6 | The Contractor shall modify the “stand-in” processing dollar limit per day, per individual EBT account, at no cost to the Agency and at the Agency’s request, if a change is required either by the Agency or FNS during the life of this contract. |
| 6.6.4.8.7 | The Contractor shall establish a process for how they provide retailer and Agency notification of stand-in processing as well as the processing and settlement of these transactions. |
| 6.6.4.8.8 | The Contractor shall bear all liability for any losses resulting from back-up purchase procedures when the loss is due to the Contractor or subcontractor’s telecommunications, network or host processor system failures. |
| 6.6.4.8.8.1 | The retailer shall be liable for declined transactions in the event the retailer fails to obtain prior authorization and the EBT account has insufficient funds to cover the purchase. |

**Bidder’s Response Question #51 –** The bidder shall describe its approach to manual vouchers and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #52 –** The bidder shall also describe the circumstances under which the bidder would consider their EBT solution unavailable and specify the process by which retailers would be notified that “stand-in” processing is currently in effect, as well as the processing and settlement of these transactions. Re-presentment of a manual voucher is not allowed.

### Audit Compliance Requirements.

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| 6.6.5.1 | The Contractor shall comply with 7 C.F.R. § 274.1(i)(2)(i). |
| 6.6.5.2 | The Contractor shall provide the Agency an electronic copy of the SSAE 18 audit report or the current industry standard at the time as it relates to their particular programs within ninety (90) days from the end of the examination period. The examination report shall include a list of all states whose systems operate under the same control environment.   1. The auditor of the service organization is required to issue a report on controls placed in operation and tests of controls operating effectiveness. 2. The Contractor shall meet with the Agency to review each audit report within thirty (30) days after receipt. Any exception noted that has not been resolved will require supporting documentation to verify the finding has been corrected. 3. The Agency will hold quarterly meetings with Contractor to review the plan to address each unresolved exception. These meetings will occur until all exceptions have been reconciled. 4. It is the sole obligation of the Contractor to remedy any issues, material weaknesses, or other items arising from these audits as they pertain to services or capabilities provided by the Contractor to the Agency at the time of the Audit. 5. The Contractor shall remedy these issues at no cost to the State. |

**Bidder’s Response Question #53 –** The bidder shall describe its approach to audit compliance and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

### Fraud Requirements.

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| 6.6.6.1 | The Contractor shall comply with 7 C.F.R. § 274.1(j). |
| 6.6.6.2 | The Contractor shall establish fraud detection processes and procedures, including how potential fraudulent transactions are identified and the procedures for handling and reporting any potential fraudulent transactions. |
| 6.6.6.3 | The Contractor shall provide support to the Department of Agriculture’s Office of the Inspector General, FNS Compliance Branch, Secret Service, the Agency, Iowa Department of Inspections and Appeals Trafficking Unit, State or local law enforcement officials to assist with any retailer fraud investigations, as necessary. |

**Bidder’s Response Question #54 –** The bidder shall describe its approach to fraud and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #55 –** The bidder shall also describe its fraud detection process and procedures, including how potential fraudulent transactions are identified and the procedures for handling and reporting any potential fraudulent transactions.

### Processing Requirements.

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| 6.6.7.1 | The Contractor shall be responsible for ensuring that the EBT Solution meets the processing requirements and criteria established by FNS and the SLAs in Appendix B.3 EBT Service Level Agreements. |
| 6.6.7.2 | The Contractor shall ensure that the EBT solution meets 7 C.F.R. § 274.8(b), Quest Operating Rules and prevailing industry performance and technical standards and regulations in the areas of:   1. System processing speeds, 2. System availability and reliability, 3. System security, 4. System Ease-of-use, 5. Minimum card requirements, 6. Performance, 7. Minimum transaction set, 8. TPP’s, 9. POS terminals, 10. Interoperability, and 11. Waivers. |
| 6.6.7.3 | The Contractor’s EBT solution shall process all SNAP transactions. |
| 6.6.7.4 | The Contractor shall establish and follow back-up procedures (including voucher clearing procedures) to be used by the Contractor, and the method by which retailers will be notified that the back-up procedures are being utilized. |
| 6.6.7.5 | The Contractor shall ensure the total EBT solution, including the EBT solution’s central computer, any network or intermediate processing facilities and recipient authorization processors, are under the control of the Contractor (either service provider or subcontractor to the Contractor). |
| 6.6.7.5.1 | The Contractor shall ensure scheduled downtime for routine maintain shall occur during non-peak transaction periods. |
| 6.6.7.6 | The Contractor shall ensure leased line and dial-up systems communications meets processing timeframes established in 7 C.F.R. § 274.8(b)(1). |
| 6.6.7.7 | The Contractor shall notify the Agency at least seven (7) business days in advance of scheduled downtime for routine maintenance. |
| 6.6.7.7.1 | The Contractor shall provide the Agency with any scheduled downtime outside of the time required for routine maintenance. Such downtime shall be arranged ahead of time and approved by the Agency. |
| 6.6.7.8 | As defined in 7 C.F.R. § 274.8(b)(2)(ii), The Contractor shall ensure the EBT Solution Central Computer permits no more than two (2) inaccurate EBT transactions for every ten thousand (10,000) EBT transactions processed. The transactions to be included in measuring system accuracy shall include:   1. All types of SNAP transactions permitted at POS terminals, retail-store or farmers market-based and processed through the host computer, 2. Manual transactions entered into the system, 3. Credits to household accounts, and 4. Funds transferred to retailer accounts. |
| 6.6.7.9 | The Contractor shall follow its issue management process to resolve errors as quickly as possible. |

**Bidder’s Response Question #56 –** The bidder shall describe its approach to processing and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

## Agency Customer Service.

This section outlines the requirements for EBT Agency customer service. The Contractor’s solution shall include:

* Administrative Terminal,
* Agency Training, and
* Help Desk.

**Current State Information.**

Approximately, five hundred (500) State users use the administrative terminal for EBT. Approximately five (5) State users use the Agency help desk.

### Administrative Terminal Requirements.

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| 6.7.1.1 | The Contractor shall provide the Agency with an online administrative terminal that is browser agnostic to support administrative transactions. |
| 6.7.1.2 | The Contractor shall ensure that the navigation and data formatting on the screens are easy to use and understand, not case sensitive, and perform searches upon the entry of partial data elements. |
| 6.7.1.3 | The Contractor shall ensure that all inquiry data can be accessed by navigating from one screen to another without the need to enter the main menu and that all inquiry data can be accessed from the recipient search screen once the appropriate recipient has been located. |
| 6.7.1.4 | The administrative terminal shall also support transaction history inquiry (by PAN number and the Iowa eligibility system case number). Transaction data must include the minimum:   1. PAN, 2. EBT account number (case number), 3. Recipient case identification number(s), 4. Benefit program identifier, 5. Retailer identification numbers (both FNS and acquirer) and Regulation E Data for retailer information, terminal identification number, transaction date, transaction type, and transaction amount, 6. Beginning balance by benefit type and with each transaction, 7. Ending balance by benefit type and with each transaction, and 8. Transaction Results (approval code or denial reason). |
| 6.7.1.5 | The Contractor shall ensure that at a minimum data within the transaction history inquiries include:   1. PAN, 2. EBT account number (case number), 3. Recipient case identification numbers, 4. Benefit program identifier, 5. Retailer identification numbers (both FNS and acquirer) for retailer information, 6. Terminal identification number, 7. Transaction date, 8. Transaction type, 9. Transaction amount, 10. Balance by benefit type, 11. Manual voucher information (including the authorization number), 12. Transaction date and time, 13. Transaction results (approval code or denial reason), 14. CSR recipient calls, 15. TPP processor information, and 16. Whether the card was a swipe, manually entered, or online transaction. |
| 6.7.1.6 | The administrative terminal shall support recipient search including by name, social security number, PAN, and EBT account number (case number). |
| 6.7.1.7 | The administrative terminal shall support retailer search functionality by name, retailer ID number, and FNS number. |
| 6.7.1.8 | The administrative terminal shall support retailer management functionality, including:   1. Processor set up, 2. Processor maintenance, 3. Retailer set up, 4. Retailer maintenance, 5. FNS history search, and 6. Retailer inquiry screens. |
| 6.7.1.9 | The administrative terminal shall allow users to set up and maintain EBT recipient accounts, including the issuing of benefits at the program and sub-program level. |
| 6.7.1.10 | The administrative terminal shall support EBT card issuance for primary and secondary card holders. |
| 6.7.1.11 | The administrative terminal’s inquiry screens shall include a card history by case number with a reason for the replacement. |
| 6.7.1.12 | The administrative terminal shall allow the Agency to replace cards for secondary cardholders that are reported to them by recipients. |
| 6.7.1.13 | The administrative terminal shall support the ability to deactivate an EBT card. |
| 6.7.1.14 | The administrative terminal shall support replacement EBT card tracking and status changes, including Multiple Card Replacement. |
| 6.7.1.15 | The administrative terminal shall allow users to view benefit issuance and use history. |
| 6.7.1.16 | The administrative terminal shall allow users to view, add, remove, and cancel (prior to availability date) recipient benefits. |
| 6.7.1.17 | The administrative terminal shall support the Disaster SNAP program. This includes account setup, account maintenance, and batch issuance. |
| 6.7.1.17.1 | Benefits shall be made immediately available to the recipient once issued from the administrative terminal. |
| 6.7.1.18 | The administrative terminal shall allow users to view and update a recipient’s demographic information. |
| 6.7.1.19 | The administrative terminal shall allow super users the ability to set up and maintain Enhanced Security Password. |
| 6.7.1.20 | The administrative terminal shall support users the ability to view, add, and remove Household members. |
| 6.7.1.21 | The administrative terminal shall support financial accounting information, including system accounting, benefit liability, processor accounting, and POS user accounting. |
| 6.7.1.22 | The administrative terminal shall support reconciliation information, including:   1. Processor to processor transactions, 2. State to recipient transactions, 3. Processor to recipient transactions, 4. Repayment, 5. Transaction search, 6. Settlement worksheet(s), and 7. Cross-system balancing. |
| 6.7.1.23 | The administrative terminal shall support Interoperability, including transaction processing and transaction history. |
| 6.7.1.24 | The administrative terminal shall support voucher management information, including authorization and settlement. |
| 6.7.1.25 | The administrative terminal shall display an online version of the current benefit liability. The display provides the beginning liability balance and shows total debits and credits to end with the ending liability balance.   1. The benefit liability display shall keep an history, allowing users to search for previous calendar days. 2. The benefit liability display shall update with each calendar day's benefit liability. |
| 6.7.1.26 | The administrative terminal shall display an online version of system accounting details. It should provide information based on the program or sub-program selected. |
| 6.7.1.26.1 | The system account details screen shall show all settling totals by transaction category. |
| 6.7.1.27 | The Contractor shall ensure the use of the back button is not restricted on any function associated with the administrative terminal. |
| 6.7.1.28 | The Contractor shall provide the capability to force the user to re-authenticate to get the session back if a session is not active for a configurable period of time. |
| 6.7.1.29 | The Contractor shall ensure transactions that originate at administrative terminals located in State and county offices will be sent to the Contractor in online processing mode. |
| 6.7.1.30 | The administrative terminal shall provide log-out functionality. |
| 6.7.1.31 | The Contractor shall ensure the administrative terminal allows users to print screens in a user-friendly report format. |
| 6.7.1.32 | The Contractor shall support an automated process whereby the Agency will match a list of terminated employees against administrative terminal users in order to purge personnel. |
| 6.7.1.33 | The Contractor shall assist the Agency to define the access levels and user profiles (i.e., groups and/or roles) and implement them with review and approval from the Agency. |
| 6.7.1.34 | The Contractor shall provide the Agency access to set up security roles and establish passwords. |
| 6.7.1.35 | The Agency shall retain control over providing access to the administrative terminal including delegating assignment of privileges to the Contractor. |
| 6.7.1.36 | The Contractor shall provide a multi-level access control security system for the administrative terminal where user profiles can be established based upon the specific administrative terminal functions required by the user to perform his/her respective job. |
| 6.7.1.37 | The Contractor shall review the administrative terminal user accounts every month for inactivity. When an account has been inactive for a thirty (30) day period, the user shall be disabled in the administrative terminal. |
| 6.7.1.38 | The Contractor shall provide an administrative terminal that allows for the audit of other administrative terminal users account access, including the screen/function viewed by each user and the recipient account, including the date and time of each viewing. The Agency will use this audit capability for internal audit reviews to ensure program integrity and recipient account security. |
| 6.7.1.39 | The Contractor shall provide administrative terminal support through a browser-based administrative terminal that conforms to the State communication protocols and is accessible through current Agency hardware and software. |
| 6.7.1.40 | The administrative terminal shall require a first-time user or users whose passwords required an administrative reset to change their password immediately to ensure it is not compromised. |
| 6.7.1.41 | The Contractor’s administrative terminal shall require users to change their passwords at the expiration of a State determined parameter. The default password expiration parameter shall be sixty (60) days. The Agency shall be able to change this parameter as needed. |
| 6.7.1.42 | The administrative terminal shall lock out users after three (3) consecutive invalid password attempts. The Agency will be able to change this parameter as needed. |
| 6.7.1.43 | The administrative terminal shall allow Agency super users the ability to unlock and temporarily reset user passwords. Agency personnel will have the option to override/reset any and all options. |
| 6.7.1.45 | Prior to any deployment to the administrative terminal, the Contractor shall provide the Agency a demonstration of the update(s) and allow the Agency to conduct its own testing of the update(s). |
| 6.7.1.46 | Access to Administrative Terminal by Federal Staff. |
| 6.7.1.46.1 | In order to assist in ongoing investigations, USDA FNS must have access to the Agency administrative terminal for selected field office, regional office, and investigative staff. The Contractor shall provide online inquiry-only administrative terminal that is windows compatible or appropriate hardware and software to the locations identified by USDA FNS. This includes a method to interface with the EBT host from multiple locations through dial-up or other means. The Contractor must advise, assist, and appropriately act to aid the Agency in detection and investigations of abuses by stores, recipients or workers, including but not limited to, reporting unusual activity. This may entail cooperation with various authorities of the State and federal agencies that are responsible for compliance with laws and regulations surrounding the programs. Stores authorized by USDA FNS to accept SNAP benefits may become subject to monitoring and investigations by the State, Retailer Investigations Branch, USDA OIG, IRS, Secret Service, or local police departments. Recipients are subject to investigation by the State program authorities and occasionally others. Because the State must cooperate with federal agencies in creating cases, providing cards, and providing information, it will also impact the vendor. The State and the Contractor will determine an orderly process for these responsibilities to be conveyed to the contractor. Access to information concerning these matters will be restricted both at the State and the Contractor so that the investigations are not compromised. It should be assumed that these needs must be addressed in the design phase tested as necessary in acceptance testing, and available at implementation. Minimally, the following is necessary:   1. Creation of cases and EBT cards to be used by investigators, 2. Posting benefit amounts to the investigative cases, possibly on an irregular basis as needed by the investigators, 3. Training, EBT card issuance, and PIN selection for investigators using the cases, 4. Providing reports on the investigative cases showing the amounts funded to the cases and the transaction histories on a monthly basis, 5. Providing extract files, starting at implementation, of store transactions history on a regular basis to the USDA FNS, and 6. Retention of all records for a period of three (3) years or longer if notified. |
| 6.7.1.46.2 | The administrative terminal shall also allow USDA FNS to set up its own individual inquiry-only user accounts in a including the functionality to add and delete (or deactivate/ reactivate) IDs, and to assign and reset passwords. Rights to updated federal IDs must be partitioned so that USDA FNS security administrators cannot access or affect Agency IDs. USDA FNS must be provided with at least two user profiles, one for security administration and one with inquiry-only access to all necessary screens and online reports (as defined by USDA FNS and the Agency). All USDA FNS roles should have the same abilities to handle forgotten passwords as those established for Agency user roles. This may be accomplished by adding access to the Agency through an existing centralized USDA FNS security process which provides the above functionality. |

**Bidder’s Response Question #57 –** The bidder shall describe its approach to the administrative terminal and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

### Agency Training Requirements.

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| 6.7.2.1 | The Contractor's Agency training materials shall cover all of the functionality supported by the EBT solution. The material shall cover:   1. Security features within the system, 2. Accessing the administrative terminal functions, 3. Training on detailed explanation of the screens and functions supported by the administrative terminal application, 4. Settlement and reconciliation processes, 5. Adjustments, 6. How to use the Mobile Application, and 7. Detailed description and use of the reports generated by the EBT solution. |
| 6.7.2.2 | The Contractor shall be responsible for providing train the trainer style training information for the EBT solution for Agency central office staff. The Agency will use the Contractor's train the trainer training materials to train field staff. |
| 6.7.2.3 | The Contractor shall provide Onsite training for Agency EBT office systems staff on field definitions and file layouts of data files transmitted to the Agency for reporting purposes. |
| 6.7.2.4 | The Contractor shall ensure Agency office staff training be provided in a minimum of four (4) training sessions as defined in the approved project work plan. The session(s) shall focus on administrative terminal functionality, cardholder and transaction data, and reporting available throughout the EBT solution. |
| 6.7.2.5 | The Contractor shall ensure that whenever functionality of the EBT solution is modified, updates and revisions of the training materials shall be delivered to the Agency per the approved project work plan or Change Order. |

**Bidder’s Response Question #58 –** The bidder shall describe its approach to agency training and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

### Help Desk Requirements.

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| 6.7.3.1 | The Contractor shall provide a toll-free technical support help desk for Agency staff twenty four (24) hours a day, seven (7) days per week. At a minimum, the help desk shall:   1. Provide technical assistance and troubleshooting of administrative terminal issues, 2. Assist in locating files and addressing transmission issues, 3. Accept reports of system outages, 4. Assist in special account maintenance functions assistance, and 5. Provide assistance with security issues |
| 6.7.3.2 | The Contractor shall monitor all system activities and transmissions to proactively resolve issues. |

**Bidder’s Response Question #59 –** The bidder shall describe its approach to the help desk and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

## EBT-only Technology.

In addition to meeting the general technical requirements required above in Section 5.6 Technology, the Contractor shall also support the EBT technical requirements unique to its services. This section includes:

* EBT-only Technology,
* Interfaces, and
* Disaster Recovery.

The Agency has a defined set of interfaces established between the incumbent and the State’s various systems. These interfaces support the transfer of information and data required to maintain the EBT solution and related Agency systems. The Contractor’s solution(s) shall utilize the interfaces currently in production, except where required to be different within the requirements. A comprehensive list of current EBT interfaces is included in Appendix B.1 EBT Interfaces.

### EBT-only Technology Requirements.

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| 6.8.1.1 | The EBT solution shall comply with the Quest Operating Rules, Version 2.2, dated September 2014, plus all subsequent revisions and amendments to these rules, as promulgated by the National Automated Clearinghouse Association (NACHA). |
| 6.8.1.2 | The EBT solution shall comply with FNS regulations and policies regarding SNAP (7 C.F.R.), including 7 C.F.R. § 274.8 Functional and Technical EBT System Requirements. |
| 6.8.1.3 | The Contractor and EBT solution shall comply with the guidance contained in the following publications, as well as future updates to such guidance, including but not limited to:   1. FNS Handbook 901 (v2.0 January 2017), 2. FNS EBT System Transaction Guide (v2.0 June 2005), 3. FNS EBT Reconciliation Guidance for State Agencies (rev. 6/21/05), and 4. USDA FNS Supplemental Nutrition Assistance Program (SNAP) Disaster SNAP Guidance (July 2014). |
| 6.8.1.4 | In addition, the Contractor and the EBT solution shall comply with all current and future instructions and formats for file transmissions required by FNS including, but not limited to, ALERT, AMA, REDE, and STARS. |

**Bidder’s Response Question #60 –** The bidder shall describe its approach to EBT-only technology and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

### Interface Requirements.

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| 6.8.2.1 | State Interfaces. |
| 6.8.2.1.1 | The Contractor shall support the State in providing the interfaces as described in Appendix B.1 EBT Interfaces. Interface file specifications are provided in Attachment H EBT Interface Layouts. |
| 6.8.2.1.2 | The Contractor shall support the Agency in conversion, at no cost, from batch file submissions to a web service real time submissions for account setup and benefit maintenance, if elected by the Agency during the life of the Contract. |
| 6.8.2.1.3 | The Contractor shall inform the Agency immediately of any file transfer problems. |
| 6.8.2.2 | FNS Interfaces. |
| 6.8.2.2.1 | The Contractor shall support the State and FNS in providing the interfaces as described in Appendix B.1 EBT Interfaces. |

**Bidder’s Response Question #61 –** The bidder shall describe its approach to interfaces and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #62** – The bidder shall also describe its understanding of the interfaces and interface specifications provided in Appendix B.1 EBT Interfaces. Bidder’s proposing any changes to the existing interface specification must provide a compelling reason why the change is necessary (such as significant cost savings or improved performance). The estimated cost to the State of changing its interfaces will be taken into consideration in evaluating the bidder’s cost proposal. Do not indicate any specific costs within this section; any references should be noted in percentages.

### Disaster Recovery Requirements.

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| 6.8.3.1 | In the event of a disaster impacting the availability of the Contractor’s primary data processing site, the Contractor shall have available a back-up site for host processing and telecommunications network services. |
| 6.8.3.2 | The Contractor has a maximum of twenty four (24) hours for the back-up site to begin processing transactions in the event of disaster. |
| 6.8.3.3 | The Contractor shall notify the Agency immediately upon Contractor's decision to move to a disaster back-up site to provide EBT services. |
| 6.8.3.4 | If the Contractor is providing EBT services to multiple states, the disaster recovery plan shall address the timing and order of recovery of Agency's EBT solution as compared to the other states being processed. The recovery of the Agency’s EBT solution shall not be delayed because the Contractor is recovering other states’ EBT systems. |
| 6.8.3.5 | The Contractor shall conduct annual testing of its back-up site, reviewing the testing results, and resolve identified issues. |
| 6.8.3.6 | The Contractor shall support the recovery of the Agency's eligibility and EBT interface systems at a back-up site in the event of a disaster at the Agency's primary data center. |
| 6.8.3.6.1 | The Contractor shall provide connectivity to the Agency's back-up site to support the transmissions of data and reports between the Agency and the Contractor. |
| 6.8.3.7 | Following the declaration of a disaster by the Agency and movement to the back-up data center, the Contractor shall work with the Agency's technical staff to provide administrative terminal support. |
| 6.8.3.8 | In the event of a disaster, the Contractor shall provide a small number of users who can connect to the EBT solution by using the Contractor’s VPN network. |
| 6.8.3.9 | The Contractor shall coordinate with the Agency to conduct an annual disaster recovery test. Activities that occur as part of that test include but are not limited to, switching to the back-up site, processing of files, back-up access to the IVR, and the back-up access to administrative terminal. |
| 6.8.3.10 | The Contractor shall be able to process the previous month’s files in the event of a disaster. |

**Bidder’s Response Question #63 –** The bidder shall describe its approach to disaster recovery and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #64** – The bidder shall also describe its disaster recovery process and how it will conduct the annual disaster recovery test with the Agency.

## Data Warehouse.

This section lists the Data Warehouse requirements for the EBT solution. This section has been separated into two (2) requirement sets. The initial requirements outlay what the Agency believes to be the minimum standard for EBT data warehousing requirements to meet financial data reporting, federal program integrity analysis and reporting, financial audit support, and ad hoc reporting needs.

The second requirement set provides advance Data Warehouse capabilities. These requirements are considered functionality that would be added on to the minimum standard requirements in the first requirements set.

### Data Warehouse Requirements.

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| 6.9.1.1 | The Contractor shall provide an EBT Data Warehouse. The EBT Data Warehouse shall enhance the Agency’s reporting toolset, but not replace the standard reporting requirements as defined in Appendix B.2 EBT Reports. |
| 6.9.1.2 | The EBT Data Warehouse shall support and provide reporting to meet financial data, federal program integrity, financial audit, and ad hoc reporting needs. |
| 6.9.1.3 | The EBT Data Warehouse shall provide the ability to build and run ad hoc queries. |
| 6.9.1.4 | The EBT Data Warehouse shall allow all reports/queries to be exported in at least the following formats:   1. .pdf (Adobe), 2. .txt (Notepad), and 3. .xls (Microsoft Excel). |
| 6.9.1.5 | The EBT Data Warehouse shall allow for multiple Agency users, as determined by the Agency. |
| 6.9.1.6 | The EBT Data Warehouse shall allow for multi-level security as to view only, enter selected search parameters, or create queries. |
| 6.9.1.7 | The Contractor shall maintain historical data within the Data Warehouse in accordance with the Agency's timeframe and specifications. |
| 6.9.1.8 | The EBT Data Warehouse shall include tools that include multi-dimensional reporting capabilities, including:   1. Query (ad hoc), and 2. Predefined reports. |
| 6.9.1.9 | The Contractor shall be responsible for providing training and support necessary for authorized users to understand and utilize the data and reporting tools in the EBT Data Warehouse. |

**Bidder’s Response Question #65 –** The bidder shall describe its approach to the Data Warehouse and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

### Optional “Advanced” Data Warehouse Requirements.

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| 6.9.2.1 | The EBT Data Warehouse shall include tools that include multi-dimensional reporting capabilities, including:   1. Comparative analysis, 2. Data mining, 3. Geographic mapping, 4. Predictive modeling analysis, and 5. Statistical analysis. |

**Bidder’s Response Question #66** –The bidder shall describe its basic Data Warehouse offering versus its advance Data Warehouse option. The bidder shall provide a clear crosswalk comparing features of its basic Data Warehouse versus its advance Data Warehouse functionality.

## Reporting.

This section lists the requirements necessary to support the EBT reporting needs. Reports shall be provided electronically (via the Administrative Terminal and electronic files transmitted to the Agency) as mutually determined. The Contractor shall meet the Agency’s needs for data and access to data through the best reporting suite solution. At minimum, the reporting suite shall be configured to provide the data elements as described in Appendix B.2 EBT Reports.

### Reporting Requirements.

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| 6.10.1.1 | The Contractor shall provide a reporting solution that accommodates the information needs of the Agency for SNAP and FNS as described in Appendix B.2 EBT Reports. |
| 6.10.1.2 | The Contractor shall provide reporting information electronically (via the administrative terminal and electronic files transmitted to the Agency) as required whether daily, weekly, or monthly. |
| 6.10.1.3 | The Contractor shall provide all reports in the following formats:   1. .pdf (Adobe), 2. .txt (Notepad), and 3. .xls (Microsoft Excel). |
| 6.10.1.4 | The Contractor shall use a reporting system that produces information at the program and local office (e.g., county) summary levels. |
| 6.10.1.5 | Settlement and reconciliation reports shall be consolidated at the state level by program. |
| 6.10.1.6 | The Contractor shall provide all reports to the Agency for approval. |
| 6.10.1.7 | The Contractor shall support requests for ad hoc reports on a timely basis as agreed to by the Agency. |
| 6.10.1.8 | The Contractor shall support the retransmission of previously submitted reports to the Agency as requested. |
| 6.10.1.9 | All system generated reports are due as follows or as agreed to by the Agency:   1. Daily reports shall be available by 6:00 a.m. CT for the previous day's activity. 2. All weekly reports shall be available by close of business (5:00 p.m. CT) on the following Monday or next business day if Monday is a state holiday. 3. All monthly reports that are system generated shall be available by 6:00 a.m. CT on the tenth (10th) calendar day or next business day if that day is a state holiday of the following month. 4. All manually produced monthly reports shall be available to the Agency by 6:00 a.m. CT on the tenth (10th) calendar day or next business day if that day is a state holiday of the following month. |
| 6.10.1.10 | General categories of Agency reports currently being received have been identified and are described in Appendix B.2 EBT Reports. |

**Bidder’s Response Question #67 –** The bidder shall describe its approach to reporting and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #68** – The bidder shall also describe and provide a clear map of how it plans to provide the data required in Appendix B.2 EBT Reports with its suite of reports.

## Disaster SNAP (DSNAP).

This section outlines the requirements for DSNAP. The EBT solution shall include DSNAP services that will provide emergency SNAP benefits to eligible recipients who have been adversely affected by a major disaster.

### Disaster SNAP Requirements.

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| 6.11.1.1 | Upon a presidential disaster declaration for individual assistance and subsequent approval to operate a disaster program by USDA, the Agency will implement DSNAP. |
| 6.11.1.2 | The Contractor shall load benefits approved in the administrative terminal to the Iowa recipients DSNAP EBT card following the occurrence of a disaster within the State. |
| 6.11.1.3 | The Contractor shall maintain an inventory of pre-embossed and pre-encoded DSNAP EBT “vault” cards that are maintained for use in a disaster. |
| 6.11.1.4 | The Contractor shall create twenty five thousand (25,000) DSNAP EBT “vault” cards along with the associated PINs. |
| 6.11.1.5 | The Contractor shall store the current inventory of pre-embossed DSNAP EBT “vault” cards in a secure location for use during a disaster event. |
| 6.11.1.6 | The Contractor shall provide DSNAP EBT “vault” cards that are already set with the last four digits of the EBT card as the PIN. A cardholder does not need to call and set a PIN for a DSNAP EBT “vault” card. |
| 6.11.1.7 | The Contractor shall provide the ability to drop ship DSNAP EBT “vault” cards to an Agency specified location. The Agency will provide the address of the location to drop ship the DSNAP EBT “vault” cards at the time of the disaster. |
| 6.11.1.8 | The Contractor shall ensure cards are delivered to an Agency designated site within forty eight (48) hours of notification by the Agency. |
| 6.11.1.9 | The Contractor shall track all EBT “vault” cards and the related PIN and provide a list to the Agency. |
| 6.11.1.10 | The Contractor shall propose a method by which the Agency can obtain additional EBT “vault” cards and PINs for use during a disaster. |
| 6.11.1.11 | The Contractor’s EBT solution shall keep the EBT disaster accounts open until utilized for a disaster. |
| 6.11.1.12 | The Contractor shall provide EBT “vault” cards with a pre-paid shipping label to return the EBT “vault” cards to the Contractor. Upon receipt, the Contractor shall complete an inventory of the returned “vault cards” against the inventory provided to the State during the disaster. The Contractor shall then store the remaining “vault” cards until needed again by the State. |
| 6.11.1.13 | The Contractor shall provide the Agency with training that includes DSNAP procedures, card issuance, tracking and maintenance. |
| 6.11.1.14 | The Contractor’s EBT solution shall provide the following capabilities during a time of disaster:   1. Allow Agency staff to set the application period for each individual county, 2. Allow Agency staff to set the benefit date for each county, 3. Allow Agency staff to turn on vault privileges for workers assigned to a county or area, 4. Identify ways to eliminate duplicate issuances due to worker error, 5. Not allow Agency staff to leave the issuance screen without issuing benefits, 6. Identify mandatory fields and prevent the worker from continuing without these fields being completed, 7. Ability to enter denials and denial reasons via the administrative terminal, 8. Ability to enter multiple household members, 9. Ability to search for each household member on the administrative terminal, 10. Ensure disaster cards are delivered timely (within forty eight (48) hours of request), including a fail-proof back-up plan if the main card center cannot deliver. All disaster cards must be bundled in a specified number, inventoried with an electronic record of PANs, and PANs jumbled for security purposes, and 11. Create an inventory remaining post disaster and a plan for collection and storage of the remaining unused cards. |

**Bidder’s Response Question #69 –** The bidder shall describe its approach to Disaster SNAP and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #70** – The bidder shall also provide possible solutions on how to best issue benefits when Agency staff and recipients cannot interact face-to-face in a pandemic disaster.

## Service Level Agreements.

This section outlines the requirements for EBT Service Level Agreements (SLAs) that will be used to measure the quality of services provided. If the EBT SLAs are not met, damages may be assessed.

### Service Level Agreements Requirements.

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| 6.12.1.1 | The Agency intends to assess liquidated damages if events do not occur within the time periods specified within the Contract and the Contractor's project work plan. The Agency's failure to assess liquidated or actual damages in one (1) or more of the particular instances described below shall in no way modify or waive the right of the Agency to assess additional liquidated or actual damages related to other similar occurrences. |
| 6.12.1.2 | The Contractor shall report on SLA status in the status reports as described in Section 5.2 Project Management. |
| 6.12.1.3 | The Contractor shall meet with the Agency monthly to review performance pursuant to this Contract. During the monthly Contractor performance meeting, the parties shall review the Contractor's compliance with the Contractor's Service Level Agreements, the timeliness of Deliverables during the preceding month, and the Agency's performance pursuant to the Contract. Contractor may be required to issue a corrective action plan to address deficiencies identified in the review meeting. |
| 6.12.1.4 | The Contractor shall be expected to meet SLAs levels for the measuring of overall quality of services provided. Appendix B.3 EBT Service Level Agreements identifies the service levels that the Contractor must meet in order to avoid the assessment of damages. |
| 6.12.1.5 | SLAs shall continue throughout the Contract. |
| 6.12.1.6 | Failure to meet the service levels shall result in the assessment of damages. Damages are listed in Appendix B.3 EBT Service Level Agreements. |
| 6.12.1.7 | In the event that a service level is not met, the Contractor shall have the opportunity to defend or respond to the insufficiency. The Agency shall have the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State shall have the final determination of acceptability. |

**Bidder’s Response Question #71 –** The bidder shall describe its approach to SLAs and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

# **EPC Scope of Work**

The following sections provide an overview of the EPC services the Contractor shall provide throughout the Contract term for the TANF program. The EPC solution shall be provided at no cost to the Agency.

## Recipient Management.

This section outlines the requirements necessary for the setup and maintenance of a recipient in the EPC solution. The requirements include:

* Account Setup and Maintenance, and
* Multiple Cardholders.

**Current State Information**.

Iowa’s eligibility system initiates the EPC case by establishing an individual head of household account and assigning a twelve (12) character program number using the “State Person ID” unique identifier. Daily and monthly account maintenance files and daily and monthly deposit files are created by Iowa’s eligibility system and are transmitted to the current solution to establish and maintain accounts. A summary report file and a reject file are returned to the Agency. The Agency makes any necessary corrections and resends them from processing. A new account status file is sent to the Agency providing details for each established account.

Cardholder demographics are managed in the current EPC solution. Cardholders are able to update mailing, email and phone contact information. However, cardholders are not permitted to update name, social security number, or date of birth without contacting the Agency directly.

### Account Setup and Maintenance Requirements.

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| 7.1.1.1 | The Contractor shall ensure all EPC cardholder information and EPC cardholder account information shall remain confidential and shall not be sold or otherwise shared with any other entity not associated with the Contract, or for any purpose other than the execution of the Contract, unless required by law. In addition, the Contractor shall not use cardholder information or cardholder account information to solicit other business and shall ensure that cardholder information and cardholder account information is protected and kept confidential. |
| 7.1.1.2 | The Contractor shall utilize a unique identifier passed by Iowa’s eligibility system as an identifier on the EPC solution. The Contractor shall use the identifier for the validation of account numbers brought in as part of the batch maintenance records. The Contractor shall allow for change in the unique identifier when the Agency deems it necessary. |
| 7.1.1.3 | The Contractor shall coordinate the timing for processing of EPC account setup, account maintenance, benefit authorizations, and card issuance so there will be no suspense accounting. |
| 7.1.1.4 | The Contractor shall receive and process batch account setup records for FIP/PROMISE JOBS/RCA eligible recipients from Iowa’s eligibility system. Account setup records include the recipient data necessary for setup of an EPC account. |
| 7.1.1.5 | The Contractor shall maintain accurate and timely information regarding EPC recipient account balances, account status, and recipient demographic information. |
| 7.1.1.6 | The Contractor shall establish and maintain setup records for existing EPC accounts. |
| 7.1.1.7 | The Contractor shall receive and process EPC batch account maintenance records for the FIP/PROMISE JOBS/RCA programs from Iowa's eligibility system. |
| 7.1.1.8 | The Contractor shall not accept an EPC account maintenance record, if the initial account setup record has not been previously transmitted. |
| 7.1.1.9 | The EPC solution shall maintain historical EPC account information for all cardholders from the date of initial account setup. |
| 7.1.1.10 | The Contractor may designate data elements necessary to support EPC operations in account setup and maintenance for Agency approval. |

**Bidder’s Response Question #72 –** The bidder shall describe its approach to account setup and maintenance and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #73 –** The bidder shall also describe how it intends to manage cardholder demographics and work with the Agency to ensure the most accurate information is maintained.

### Multiple Cardholders Requirements.

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| 7.1.2.1 | Currently, the Agency does not require support for the setup and issuance of secondary EPC cardholders on a primary EPC cardholder's account. The Agency reserves the right to request the addition of a secondary cardholder process in the future if it is determined to be in the best interest of the Agency or its recipients. Any future secondary cardholder process would require Agency approval before implementation, and would be at no cost to the Agency. The Contractor shall implement the secondary cardholder process if requested by the Agency. |
| 7.1.2.2 | If implemented, the EPC account structure shall treat each cardholder on the case as a separate entity. This allows one cardholder's card to be cancelled while not affecting the other cardholder's access to the benefits on the case. |
| 7.1.2.3 | The Contractor shall implement a process for managing companion cards if requested by the Agency. |

**Bidder’s Response Question #74 –** The bidder shall describe its approach to multiple cardholders and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

## Benefit Management.

This section outlines the requirements for the maintenance of recipient benefits, including:

* Benefit Authorization, and
* Benefit Aging and Expungement.

**Current State Information***.*

Currently, the Agency sends a deposit file that includes the funds availability date directly to the current Contractor to fund benefits. Deposit summary confirmation and deposit reject files are sent to the Agency along with the number of successful and rejected deposits. In the future, EPC will be funded through NACHA compliant ACH transactions through the State’s bank.

### Benefit Management Requirements.

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| 7.2.1.1 | The Contractor shall support the modification of benefits including the addition and removal of benefits. |
| 7.2.1.2 | Benefit Authorization – Batch Processing. |
| 7.2.1.2.1 | The Contractor shall receive and process the EPC deposit file transmitted through the ACH payment system when funds are received. Benefit authorization for the FIP/PROMISE JOBS/RCA programs originate from Iowa’s eligibility system. |
| 7.2.1.2.2 | The Contractor shall process the daily and monthly deposit file and post the authorized benefit amounts to the appropriate EPC accounts, based on the unique PAN and the unique authorization number generated by each benefit authorization. |
| 7.2.1.2.3 | The Contractor shall ensure that the current month's authorized benefit allotment shall be added to any benefit balance remaining in the account at the time of posting. |
| 7.2.1.2.4 | The Contractor shall provide functionality that allows access to new benefit programs and/or accounts to an existing card. |

**Bidder’s Response Question #75 –** The bidder shall describe its approach to benefit management and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #76 –** The bidder shall also describe its process for ensuring that current benefits were added to the correct account.

### Benefit Aging and Expungement Requirements.

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| --- | --- |
| 7.2.2.1 | The Contractor shall ensure all benefits on a case shall be utilized on a first in, first out basis. |
| 7.2.2.2 | Benefit Aging. |
| 7.2.2.2.1 | In accordance with Iowa's unclaimed property laws, the Contractor shall return all funds residing on the EPC solution that have not been accessed for five (5) years from the last date of activity on the account. The return of unclaimed funds shall be performed on a yearly basis. |
| 7.2.2.3 | Expungement. |
| 7.2.2.3.1 | The Agency does not have an expungement requirement. If the Agency is required to due to State and/or federal mandates, the Contractor shall provide this requirement, at no cost, as defined and approved by the Agency. |

**Bidder’s Response Question #77 –** The bidder shall describe its approach to benefit aging and expungement and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #78 –** The bidder shall describe its approach to returning funds under Iowa’s unclaimed property laws.

## EPC Card Management.

This section details the requirements related to the EPC card production and distribution to recipients. This includes:

* EPC Specification and Design,
* EPC Production and Issuance, and
* EPC Activation and PIN Management.

**Current State Information.**

The current EPC card design is inherited from a previous contract. It is the Agency’s intention to have the Contractor design a new EPC card.

All card production and distribution is managed by the current contractor via a subcontract.

### EPC Specifications and Design Requirements.

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| --- | --- |
| 7.3.1.1 | EPC Specifications. |
| 7.3.1.1.1 | The EPC solution shall provide online, real time access to recipient EPC accounts via a benefits access card containing a magnetic stripe that supports electronic transactions. |
| 7.3.1.1.2 | The EPC shall operate as a debit card or similar electronic payment-type card and have no line of credit associated with it. Neither the cardholder nor any other entities not authorized by the Agency shall be able to make deposits or otherwise add value to the EPC account, with the exception of merchants making refunds or adjustments to prior transactions. |
| 7.3.1.1.3 | The Contractor shall provide a branded VISA or MasterCard card that shall operate on the VISA or MasterCard network and shall be accepted by any respective participating merchants in Iowa, nationally, and internationally. |
| 7.3.1.1.4 | The EPC shall be compatible with a major operating ATM network that allows for withdrawal of cash through an ATM transaction in Iowa, nationally, and internationally. |
| 7.3.1.1.5 | The EPC shall allow for PIN-based and signature-based purchases. |
| 7.3.1.1.6 | The EPC shall allow the cardholder to withdraw funds to a zero balance. |
| 7.3.1.1.7 | The Contractor shall be liable for any misuse of the EPC until recipient activation. |
| 7.3.1.1.8 | The Contractor shall utilize a zero-liability policy to the cardholder for fraudulent EPC use at no cost to the cardholder. |
| 7.3.1.1.9 | The Contractor shall suspend an EPC account if the cardholder engages in fraudulent acts and/or otherwise misuses the EPC account. |
| 7.3.1.1.10 | The Contractor shall not hold the Agency liable for replacing any lost or stolen benefits to the Contractor. |
| 7.3.1.1.11 | The Contractor shall implement the Europay, MasterCard and Visa (EMV) technology in EPCs, at no cost, as requested by the Agency. |
| 7.3.1.2 | EPC Design. |
| 7.3.1.2.1 | The Contractor shall provide the State with a redesigned EPC.   1. The copyright for the design of the card, including all artwork and print, will be owned by the State of Iowa in perpetuity. 2. The Agency will provide input into the design process and approve the design of the new EPC. The State reserves the right to rename the EPC. |
| 7.3.1.2.2 | The EPC shall have a magnetic stripe that is fully compliant with all federal laws and regulations and meet industry standards for quality. |
| 7.3.1.2.3 | The EPC shall have the primary cardholder's name and the PAN embossed on the face of the card. The primary cardholder's name shall be identified in the account maintenance file sent by the Agency. |
| 7.3.1.2.4 | The face of the EPC shall have an expiration date embossed on it. |
| 7.3.1.2.5 | The back of the EPC shall clearly state, "Do Not Write PIN on Card." |
| 7.3.1.2.6 | The back of the EPC shall have the toll-free customer service number printed on it. |
| 7.3.1.2.7 | The back of the EPC shall include a statement that directs the cardholder to the Contractor's recipient portal to check their account balance. |
| 7.3.1.2.8 | The back of the EPC shall contain a tamper-evident signature panel for the cardholder signature. |
| 7.3.1.2.9 | The EPC shall include a sticker containing instructions for activating the EPC.   1. Instructions shall be printed in English and Spanish, or any languages required by State law. 2. The language provided on the activation sticker shall be approved by the Agency. |
| 7.3.1.2.10 | The EPC shall include security features to activate the card and prevent counterfeiting. |

**Bidder’s Response Question #79 –** The bidder shall describe its approach to EPC card specifications and design and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #80 –** The bidder shall describe its timeframe for transitioning the EPC to EMV technology.

**Bidder’s Response Question #81 –** The bidder shall also describe its capabilities to redesign the EPC and identify any third-party vendors involved in the process.

### EPC Production and Issuance Requirements.

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| 7.3.2.1 | The Contractor shall be responsible for all EPC production, including:   1. Initial EPC issuance, 2. EPC replacement, 3. EPC activation, 4. PIN selection, 5. Inventory tracking, and 6. Maintenance of an EPC issuance database. |
| 7.3.2.2 | The Contractor shall include the following materials with every EPC mailed, including initial, replacement, and expiring cards:   1. Card mailer that describes how to activate and use the EPC, 2. EPC brochure that describes how to activate and use the EPC, 3. Disclosure statement that describes the standard Regulation E cardholder protections, and 4. Mailer and brochure contents are further described in requirement 7.4.3.6. |
| 7.3.2.3 | The Contractor shall issue EPCs to cardholders by first (1st) class mail. |
| 7.3.2.4 | The Contractor shall ensure the EPC mailing envelope has “return service requested” and the Contractor’s return address (i.e. secure P.O. Box) printed on the front of it. |
| 7.3.2.5 | Initial EPC Issuance. |
| 7.3.2.5.1 | The Contractor shall track EPC issuance. |
| 7.3.2.5.2 | The Contractor shall accept the initial EPC card issuance generated through the account maintenance file. |
| 7.3.2.5.3 | The Contractor shall provide the account status file containing the ACH account number. |
| 7.3.2.5.4 | The Contractor shall provide an initial EPC to the cardholder when their account is established, at no cost to the Agency or cardholder. |
| 7.3.2.5.5 | The Contractor shall issue the EPC issuance requests received by 11:59 p.m. CT in the mail no later than the next business day. |
| 7.3.2.6 | Replacement EPC Issuance. |
| 7.3.2.6.1 | The Contractor shall allow the recipient to have the ability to deactivate and replace a lost, stolen, damaged, or defective card via the recipient portal or IVR. For replacement EPCs that are an expedited overnight delivery, the Contractor shall clearly communicate any cardholder fees accessed. |
| 7.3.2.6.2 | The Contractor shall deactivate the previous EPC immediately. |
| 7.3.2.6.3 | The Contractor shall mail all replacement EPCs in an "inactive" status. |
| 7.3.2.6.4 | The Contractor shall issue replacement EPCs received by 11:59 p.m. CT to the cardholder no later than the next business day. |
| 7.3.2.6.5 | The Contractor shall provide one (1) free replacement EPC per twelve (12) month period. |
| 7.3.2.6.6 | For replacement EPCs, the Contractor shall ensure that the existing PIN is transferred to the new card. The EPC solution shall not generate a new PIN. |
| 7.3.2.6.7 | The Contractor shall allow recipients the option of selecting a new PIN via the IVR and recipient portal. |
| 7.3.2.7 | Card Expiration. |
| 7.3.2.7.1 | The Contractor shall automatically track the card expiration date for all new EPCs. |
| 7.3.2.7.2 | The Contractor shall replace eligible EPCs thirty (30) calendar days before the actual expiration date. This shall be at no cost to the Agency or cardholder. |
| 7.3.2.7.3 | The Contractor shall replace eligible expiring EPCs in accordance with industry standards. |
| 7.3.2.7.4 | The Contractor shall notify the Agency sixty (60) calendar days prior to a change in the EPC expiration criteria being effective. |
| 7.3.2.7.5 | The Contractor shall deactivate the old EPC upon activation of the new EPC. |
| 7.3.2.8 | Undeliverable Cards. |
| 7.3.2.8.1 | The Contractor shall receive, deactivate, and properly destroy undeliverable EPCs in a secure location within the United States. |
| 7.3.2.8.2 | The Contractor shall not update the account’s address in the EPC solution based upon the USPS forwarding address information provided on the returned card envelopes. |

**Bidder’s Response Question #82 –** The bidder shall describe its approach to EPC production and issuance and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #83 –** In addition, the bidder shall also:

1. Provide the location (city, state) where the cards will be produced.
2. Describe how it intends to meet the undeliverable cards requirement and the geographic location where the destruction will occur.
3. Describe what constitutes a replacement card (e.g., lost, stolen, damaged, or defective card) and the policy for replacement and reissuance, including how cardholders report a lost, stolen, damaged or defective card.
4. Describe the process for monitoring and tracking EPC distribution to recipients.
5. Describe the procedures for expediting a replacement card at the request of a cardholder and any associated fee to the cardholder.

### EPC Activation and PIN Management Requirements.

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| 7.3.3.1 | The Contractor is responsible for ensuring the confidentiality of the PIN during generation, issuance, storage, and verification. |
| 7.3.3.2 | The Contractor shall provide a secure PIN selection procedure via the customer service IVR and recipient portal for EPCs. The EPC shall be considered activated once a PIN is selected. |
| 7.3.3.3 | The EPC PIN shall be made up of four (4) numeric characters and the Contractor shall allow the cardholder to select their own PIN for new EPCs. The PIN shall be selected by the recipient calling the customer service IVR or on the recipient portal. |
| 7.3.3.4 | The Contractor shall allow the cardholder to change their PIN for their EPC in accordance with State information technology policies. |
| 7.3.3.5 | Prior to selecting a PIN, a cardholder shall be required to provide adequate verification information. The current verification points of a cardholder's identification are:   1. The PAN, 2. The cardholder’s social security number, 3. The cardholder’s date of birth, and 4. CVV code. |
| 7.3.3.6 | The cardholder shall be allowed four (4) consecutive PIN attempts before the card is locked. While an EPC is locked, the cardholder is not allowed access, even if the correct PIN is subsequently entered. |
| 7.3.3.7 | A locked EPC shall be reset and unlocked at 12:00 a.m. (midnight) CT each day. Once the card is unlocked, the Contractor shall allow the cardholder access to the account using the existing PIN. |
| 7.3.3.8 | The Contractor shall allow a cardholder to unlock the EPC by calling customer service in accordance with State information technology policies. |

**Bidder’s Response Question #84 –** The bidder shall describe its approach to EPC activation and PIN management and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #85 –** The bidder shall describe system and procedure controls to ensure that access to all PINs are strictly controlled.

## Recipient Customer Service.

This section outlines the requirements for EPC recipient customer service. The EPC recipient customer service shall include:

* Recipient Call Center,
* Recipient Portal,
* Recipient Training and Communications, and
* Mobile Application.

**Current State Information.**

The current solution does not feature a Mobile Application.

Current call center statistics have been provided in Attachment R EPC Call Center Statistics of this document.

### Recipient Call Center Requirements.

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| 7.4.1.1 | The Contractor shall design and implement a customer service model that provides a quality solution to providing customer service for EPC recipients. |
| 7.4.1.2 | The Contractor shall use a toll-free number to provide customer service for EPC recipients. |
| 7.4.1.3 | The Contractor shall provide customer service that is compliant with the Americans with Disabilities Act (ADA). |
| 7.4.1.4 | The Contractor shall provide all customer services within the continental United States. |
| 7.4.1.5 | The Contractor shall provide toll-free services that are available twenty four (24) hours a day, seven (7) days per week, including State and federal holidays. |
| 7.4.1.6 | The Contractor shall ensure that the customer service call center is staffed with live Customer Service Representatives (CSRs) in a model that optimally supports the contracted SLAs included in Appendix C.3 EPC Service Level Agreements. CSRs must demonstrate working knowledge of programs and services provided in the call center. |
| 7.4.1.7 | The Contractor shall provide TTY (Teletypewriter) capability for recipients with hearing disabilities. |
| 7.4.1.8 | The Contractor shall provide access and support for recipients using rotary phones. |
| 7.4.1.9 | The Contractor shall provide multi-factor authentication controls and measures to safeguard cardholder information. |
| 7.4.1.10 | The Contractor shall provide services both in English and Spanish, or any other languages required by State law. |
| 7.4.1.10.1 | The Contractor shall provide the ability to respond to calls in all other languages by means of a language interpretation service. |
| 7.4.1.11 | The Contractor shall provide a customer service that provides the following services for EPC-related transactions:   1. General program and card information, 2. Mechanism to report lost, stolen, or compromised cards, 3. Problem resolution, 4. Transaction disputes, 5. Card activation, replacement, and deactivation support, 6. Ability to report unauthorized card use. Callers selecting this option shall be transferred to a CSR for assistance in reporting unauthorized card use, 7. Transaction history about the last ten (10) transactions (for example: transaction number, amount, and date), 8. Ability for a caller to request a statement of their complete account history to be mailed to the account’s address within two (2) business days at no charge, 9. Provide cardholders with reports of unauthorized use, and 10. Provide real-time account balance information, which does not include deposits with a future availability date. |
| 7.4.1.12 | The Contractor shall provide the necessary training and guides for use by customer service staff to aid them in addressing recipient concerns and managing service requests. |
| 7.4.1.13 | The Contractor shall inform the Agency at the time of any address or phone number changes via the account change interface. |
| 7.4.1.14 | The Contractor shall develop a strategy to accommodate unanticipated high call volumes caused by system or telecommunication interruptions, natural disasters, or other unanticipated critical events for Agency comment and approval. The Contractor shall implement the strategy when required. |
| 7.4.1.15 | The Contractor shall utilize an IVR system that provides self-service options for recipients through an automated system. |
| 7.4.1.16 | The Contractor shall design an optimal model for the IVR during the design and development phase for Agency comment and approval. |
| 7.4.1.17 | The Contractor shall not change IVR messages or menu functions without prior approval of the Agency. |
| 7.4.1.18 | At minimum, the IVR shall:   1. Permit access to account balances and transaction history, 2. Permit EPC activation/PIN selection, 3. Provide assistance to report a lost, stolen, damaged, or defect EPC and request a replacement EPC, or with other account problems. 4. Provide transaction history about the last ten (10) transactions (for example, transaction number, amount, and date). 5. Have the ability for cardholders to opt out to a CSR at any time, 6. Allow for temporary messages approved by the Agency. The temporary IVR messages shall be recorded in both English and Spanish, or any languages required by State law, 7. Have a mechanism to report lost, stolen or compromised cards, 8. Offer the capability of a voice recognition feature for callers to speak key information rather than entering it, and 9. Have the ability to report unauthorized EPC use. Callers selecting this option shall be transferred to a CSR for assistance in reporting unauthorized EPC use. |
| 7.4.1.19 | The Contractor shall ensure PIN selection through the IVR requires only one (1) call that requires positive verification of the cardholder’s identity. |
| 7.4.1.20 | The Contractor shall provide IVR and CSR activity data as requested by the Agency. |
| 7.4.1.21 | The Contractor shall provide number recognition capabilities to learn the caller’s phone number to allow quicker access to the IVR. |
| 7.4.1.22 | The Contractor shall provide all services in compliance with State and federal security policies for access control to assure security of cardholder account information. |
| 7.4.1.23 | The Contractor shall develop an opt in/opt out recipient customer satisfaction survey, subject to the approval of the Agency. Examples of the type of information collected include level of satisfaction with obtaining the desired information, level of satisfaction with hold time, and level of satisfaction with the interaction with the CSR, if applicable. |
| 7.4.1.24 | The Contractor shall evaluate the satisfaction of recipient call center experiences through the use of an opt in/opt out customer satisfaction surveys through the IVR or as otherwise approved by the Agency. |
| 7.4.1.24.1 | Satisfaction surveys shall be offered to at least every twenty fifth (25th) caller. |
| 7.4.1.25 | The content of customer satisfaction surveys may be subject to change at the Agency’s discretion. |
| 7.4.1.26 | The Contractor shall provide regular monitoring of the IVR usage and recommend for consideration any other transactions and/or uses of the IVR which would represent an effective and economical application of this technology. |
| 7.4.1.27 | The Contractor shall record all calls, even if not accessible by the Agency due to privacy and security rules. |
| 7.4.1.28 | The Contractor shall maintain call recordings for three (3) years. |
| 7.4.1.29 | At the Agency’s request, the Contractor’s EPC program manager shall pull calls and report back to the Agency’s designated staff. |
| 7.4.1.30 | The Contractor shall ensure that the Enhanced Security Password functions in the IVR as well as when a recipient speaks to a CSR. |

**Bidder’s Response Question #86 –** The bidder shall describe its approach to the recipient call center and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #87 –** In addition, the bidder shall also:

1. Provide the location (city, state) of where call center(s) will be located.
2. Describe its approach to maintaining a call center and providing recipient customer service.
3. Describe how callers will have the option to go directly to a CSR, bypassing over the IVR options.

### Recipient Portal Requirements.

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| 7.4.2.1 | The Contractor shall provide a free, secure online recipient portal that is browser agnostic and allows recipients flexible access to program and benefit information twenty four (24) hours a day, seven (7) days per week. The Agency will review and approve the design of the recipient portal, including all content, prior to posting to the internet. |
| 7.4.2.2 | The Contractor shall ensure the recipient portal supports multi-factor authentication.   1. The Contractor shall provide capabilities for recipients to authenticate themselves by using secure web protocols in compliance with State information technology policies. 2. Any challenge question/answer shall be available for account access via the recipient portal. |
| 7.4.2.3 | The Contractor shall conduct testing on any new functionality or updates and provide the Agency with results prior to deploying any new functionality to the recipient portal. |
| 7.4.2.3.1 | Prior to any deployment to the recipient portal, the Contractor shall provide to the Agency a demonstration of the update(s) and allow the Agency to conduct its own testing of the update(s). |
| 7.4.2.4 | The Contractor shall ensure the recipient portal has a mobile-view to be compatible with mobile devices. |
| 7.4.2.5 | The Contractor shall provide user-friendly information to assist recipients on how to use the recipient portal functionality. |
| 7.4.2.6 | The Contractor shall provide all tools/content presented on the recipient portal in English and Spanish, or any language required by State law, at a sixth (6th) grade reading level or below. |
| 7.4.2.7 | The recipient portal shall allow EPC recipients to create their own account and set their own user name and password.   1. Account creation must use multi-factor authentication, and 2. During account set up, the recipient portal must require the user to establish a series of challenge questions and answers. |
| 7.4.2.8 | The recipient portal shall allow EPC recipients to change passwords and EPC PINs in accordance with State information technology policies. |
| 7.4.2.9 | The recipient portal shall allow EPC recipients to access real-time account balance information. |
| 7.4.2.10 | The recipient portal shall allow EPC recipients to setup alerts for deposits, low balance, high dollar, card not present transactions, and foreign transactions. |
| 7.4.2.11 | The recipient portal shall allow EPC recipients to view and print current and historical deposit and transaction history at no charge. |
| 7.4.2.12 | The recipient portal shall allow EPC recipients to print appropriate materials to a local printer. |
| 7.4.2.13 | The recipient portal shall allow EPC recipients to find the location of ATMs throughout the State. |
| 7.4.2.14 | The recipient portal shall allow EPC recipients to view security tips. |
| 7.4.2.15 | The recipient portal shall allow EPC recipients to chat with a CSR, at no additional cost to the Agency. |
| 7.4.2.16 | The recipient portal shall allow EPC recipients to update annual disclosure preferences. |
| 7.4.2.17 | The recipient portal shall allow EPC recipients to access disclosures and notices (error resolution process explanation and change in terms notice). |
| 7.4.2.18 | The recipient portal shall allow EPC recipients to access recipient notification materials, frequently asked questions, training materials, collaterals, customer service contact information, and links to the program-specific State websites. |
| 7.4.2.19 | The recipient portal shall allow EPC recipients to access any additional information as directed by the Agency. |
| 7.4.2.20 | The Contractor shall ensure the recipient portal supports forgotten password functionality by allowing the user the ability to reset their own recipient portal password in real-time. |
| 7.4.2.21 | The recipient portal shall time-out the user after five hundred ninety (590) seconds inactivity. |
| 7.4.2.22 | The Contractor shall provide a mechanism for the Agency to display urgent information, as determined by the Agency, about the program or benefits in the form of a banner, if needed (e.g., in the event of a disaster). |
| 7.4.2.22.1 | The Contractor shall provide all banner information presented on the recipient portal for Agency review and approval. |

**Bidder’s Response Question #88 –** The bidder shall describe its approach to the recipient portal and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #89 –** The bidder shall describe its approach to multi-factor authentication.

### Recipient Training and Communications Requirements.

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| 7.4.3.1 | The Contractor shall provide printed recipient training material, with the option for recipients with questions, regarding the EPC to receive further training at local Agency offices. The training material will be distributed by the Agency to local Agency offices. |
| 7.4.3.2 | The Contractor shall provide all updates and maintain a supply of required training materials throughout the Contract. |
| 7.4.3.3 | The Contractor shall ensure all training materials comply with ADA requirements. |
| 7.4.3.4 | The Contractor shall ensure all materials are provided in both English and Spanish, or any languages required by State law. |
| 7.4.3.5 | The Contractor shall ensure the EPC materials are written at a sixth (6th) grade reading level or below. |
| 7.4.3.6 | The Contractor shall include the following materials with every EPC mailed, including initial and replacement cards:   1. EPC mailer that describes how to activate and use the EPC, 2. Brochure that describes how to activate and use the EPC, 3. Disclosure statement that describes the standard Regulation E Cardholder Protections, 4. Cardholder rights and responsibilities, 5. Identification of any associated fees, 6. Where to call in case of questions for reporting of disputes, claims, or issues, 7. A prominent display of the toll-free customer service number, 8. A prominent display of the recipient portal web address, 9. EPC safety guidance, 10. Prohibited locations, 11. Fee chart, 12. Tips for avoiding fees, 13. How to use the Mobile Application, and 14. Version control printed directly onto the EPC mailer. |
| 7.4.3.7 | The Contractor shall implement adjustments to the EPC mailers as directed by the Agency. |
| 7.4.3.8 | The Contractor shall provide a ninety (90) calendar day advance written notice to the Agency of changes affecting cardholders. |
| 7.4.3.9 | The Contractor shall provide a thirty (30) day advance written notice to cardholders of changes affecting them. |

**Bidder’s Response Question #90 –** The bidder shall describe its approach to the recipient training and communication and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

### Mobile Application Requirements.

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| 7.4.4.1 | The Contractor shall provide a Mobile Application that provides the same functionality and access as the recipient portal so EPC recipients can access their EPC accounts via their mobile device to check their balance, transaction history, card status, replace a card, etc., along with other options the Contractor may propose. |

**Bidder’s Response Question #91 –** The bidder shall describe its approach to the Mobile Application and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

## Financial.

This section outlines the EPC financial requirements. The EPC financial solution requirements includes the services to support:

* Transaction Processing,
* Blocking,
* Reconciliation,
* Audit Compliance, and
* Fraud.

### Transaction Processing Requirements.

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| 7.5.1.1 | The Contractor shall document its transaction processing process. The following minimum transactions shall be supported:   1. Accepting transactions coming from an authorized transaction acquirer, 2. Authorizing or denying transactions including any transactions that will be disallowed, or transactions that may cause the recipient to exceed the amount available in their account, 3. Sending response messages back to the transaction acquirer authorizing or rejecting recipient transactions, and 4. Logging the authorized/denied transactions for subsequent settlement and reconciliation processing, transaction reporting, and viewing through transaction history. |
| 7.5.1.2 | The Contractor shall validate the following minimum information before processing a transaction:   1. Verify recipient PAN is active, 2. Verify PIN is correctly entered, 3. Verify number of consecutive failed PIN tries (maximum of four (4)) has not been exceeded, 4. Verify sufficient recipient balance to complete transaction, and 5. Deny the transaction if any of the conditions listed above are not met. |
| 7.5.1.3 | The Contractor shall ensure the EPC solution shall not offset, set off, or otherwise partially or fully satisfy a debt owed by the recipient to the Contractor with funds in the EPC account. The only exception shall be overdrafts from the EPC account, which may be satisfied from future deposits to the EPC account. |
| 7.5.1.4 | The Contractor shall ensure the EPC will allow recipients to withdraw amounts up to the full balance available on the EPC account, including amounts less than one (1) dollar. |
| 7.5.1.5 | ATM Access. |
| 7.5.1.5.1 | The Contractor shall ensure access to a network that allows for both nationwide and international ATM use and the withdrawal of cash through an ATM transaction. |
| 7.5.1.5.2 | The Contractor shall use existing commercial networks and installed ATMs. |
| 7.5.1.6 | POS Access. |
| 7.5.1.6.1 | The Contractor shall ensure the recipient shall be able to use the EPC to purchase goods and services anywhere the brand (Visa/MasterCard) is accepted including internet, mail order, and telephone order. |
| 7.5.1.6.2 | The Contractor shall ensure the EPC operating network has the ability to query the recipient’s available balance at the time of any PIN-based POS transaction and disallow those that would exceed the recipient’s balance. |
| 7.5.1.6.3 | The Contractor shall ensure the EPC solution will allow the recipient to receive cash back with a POS transaction based on either the store limit or the negotiated cash-back withdrawal limit, whichever is less. |
| 7.5.1.6.4 | The Contractor shall allow PIN-based and signature-based purchases and/or transactions. |
| 7.5.1.6.5 | The Contractor shall allow all POS transactions at no charge to the recipient or Agency. |
| 7.5.1.6.6 | The Contractor shall ensure its EPC will be accepted by any participating merchant or service provider network using a POS device that accepts Visa/MasterCard. |
| 7.5.1.7 | Bank Teller Access. |
| 7.5.1.7.1 | The Contractor shall have an EPC that will be accepted by any participating bank location for bank teller cash advance access, including any minimum withdrawal limits that would be imposed and the total number of bank locations (for example, by county for the state of Iowa, by state in the US, or by country.) |

**Bidder’s Response Question #92 –** The bidder shall describe its approach to transaction processing and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #93 –** The bidder shall also:

1. Describe how its EPC solution will allow PIN-based and signature-based purchases and/or transactions.
2. Describe its ATM network, including:
   1. A total number of ATMs and surcharge free ATM locations (by county in the State of Iowa, by state in the United States, and by country).
   2. A map identifying its ATM network locations within the State of Iowa, including surcharge free ATMs within the State of Iowa
3. Describe how recipients can withdraw amounts under the ATM minimum withdrawal amount or amounts less than one (1) dollar.
4. Describe other options available that benefit the recipient like banking unused no charge ATM withdrawal rights for future use.
5. Describe how its EPC will be accepted by any participating bank location for bank teller case advance access, including minimum withdrawal limits that would be imposed and the total number of bank locations (for example, but county of the State of Iowa, by state in the United States, or by country).
6. Identify the number of physical locations for bank teller cash back access (by town) in Iowa and any minimum withdrawal limits that would be imposed.
   1. Include a description of its process for providing bank teller cash advance access.

### Blocking Requirements.

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| 7.5.2.1 | The Contractor shall comply with State and federal laws and federal regulations that prohibit TANF assistance from being accessed with the EPC at prohibited locations including but not limited to Section 4004 of the Middle Class Tax Relief and Job Creation Act of 2012 (Public Law No. 112-96) and 45 C.F.R. § 262, 264, and 265. |
| 7.5.2.2 | The Contractor’s solution shall allow restriction (blocking) of cash access and purchases at ATM and POS devices via merchant category codes and terminal IDs at prohibited locations. |
| 7.5.2.2.1 | The Agency does not currently require the Contractor to block transactions at prohibited locations. If the Agency is mandated by State or federal mandate or chooses to have the Contractor block transactions, this requirement (7.5.2.2) must be performed at no additional cost to the State. |

**Bidder’s Response Question #94 –** The bidder shall describe its approach to blocking and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

### Reconciliation Requirements.

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| 7.5.3.1 | The State will provide an availability date and time, which is included in the deposit detail record submitted to the Contractor, in the nightly batch files. The Contractor shall clearly state the timeframe after receipt of the deposit files when funds will be loaded to the EPC and available for the cardholder to use. |
| 7.5.3.1.1 | All deposits with a future availability date and time shall be made available at the specified date and time in CT. |
| 7.5.3.2 | The Contractor shall have a reconciliation process, including a reporting timeline, for all money received from the Agency and all money disbursed to recipients. This process shall include audit trail(s) from each transaction throughout the process. |
| 7.5.3.3 | The Contractor shall receive and process all deposit records transmitted by the Agency and shall have procedures in place to prevent duplicate deposit posting. |
| 7.5.3.4 | The Contractor shall enforce duplicate deposit validation at the unique identifier/authorization number level across all accounts in the Contractor’s EPC solution. |
| 7.5.3.5 | Should a duplicate deposit occur, the Contractor shall be responsible for restoring deposit amounts to their approved levels within forty eight (48) hours of discovery. |
| 7.5.3.6 | The Contractor shall process deposits and post the deposit amounts to the appropriate EPC accounts, based on the unique account numbers, program type, and unique identifier/authorization number generated by the Agency for each payment/benefit authorization. |
| 7.5.3.7 | The Contractor shall provide the Agency and/or federal auditors with bank statements, and any other relevant documents detailing all deposits that have been made into the Contractor’s demand deposit account in support of the Iowa EPC. |
| 7.5.3.8 | In the future, the Agency may decide to transmit all account and deposit data via an on-line real-time process using a secure connection to the Contractor’s solution. The Contractor shall process and edit files, based on design requirements, correctly maintain accounts, and apply deposits to the proper account. |

**Bidder’s Response Question #95 –** The bidder shall describe its approach to reconciliation and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

### Audit Compliance Requirements.

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| 7.5.4.1 | The Contractor shall provide the Agency an electronic copy of the SSAE 18 audit report or the current industry standard at the time as it relates to their particular programs within ninety (90) days from the end of the examination period. The examination report shall include a list of all states whose systems operate under the same control environment.   1. The auditor of the service organization is required to issue a report on controls placed in operation and tests of controls operating effectiveness. 2. The Contractor shall meet with the Agency to review each audit report within thirty (30) days after receipt. Any exception noted that has not been resolved will require supporting documentation to verify the finding has been corrected. 3. The Agency will hold quarterly meetings with Contractor to review the plan to address each unresolved exception. These meetings will occur until all exceptions have been reconciled. 4. It is the sole obligation of the Contractor to remedy any issues, material weaknesses, or other items arising from these audits as they pertain to services or capabilities provided by the Contractor to the Agency at the time of the Audit. 5. The Contractor shall remedy these issues at no cost to the State. |

**Bidder’s Response Question #96 –** The bidder shall describe its approach to audit compliance and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

### Fraud Requirements.

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| 7.5.5.1 | The Contractor shall establish fraud detection processes and procedures, including how potential fraudulent transactions are identified and the procedures for handling and reporting any potential fraudulent transactions. |
| 7.5.5.2 | The Contractor shall protect account information by guarding against attempts to gain unauthorized access to its EPC solution by employing security features associated with debit card activation, counterfeit prevention, and fraud prevention, including procedures for preventing identity theft. |

**Bidder’s Response Question #97 –** The bidder shall describe its approach to fraud and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #98 –** The bidder shall also describe its techniques for identifying unauthorized or fraudulent access to accounts and the solution as well as unauthorized or fraudulent use of the EPC and recipient data. The EPC fraud monitoring plan deliverable shall also include descriptions of security features associated with EPC activation, counterfeit prevention, and fraud prevention.

## Agency Customer Service.

This section outlines the requirements for EPC Agency customer service. The Contractor’s solution shall include:

* Administrative Terminal,
* Agency Training, and
* Help Desk.

**Current State Information.**

Currently, the State has approximately three (3) administrative terminal users for EPC. Approximately two (2) State users use the Agency help desk.

### Administrative Terminal Requirements.

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| 7.6.1.1 | The Contractor shall provide the Agency with an online administrative terminal that is browser agnostic to support administrative transactions. |
| 7.6.1.2 | The Contractor shall ensure that the navigation and data formatting on the screens are easy to use and understand, not case sensitive, and performs searches upon the entry of partial data elements. |
| 7.6.1.3 | The Contractor shall ensure that all inquiry data can be accessed by navigating from one screen to another without the need to enter the main menu and that all inquiry data can be accessed from the recipient search screen once the appropriate recipient has been located. |
| 7.6.1.4 | At a minimum, the administrative terminal shall support:   1. Card issuance, including initial and replacement history, 2. Recipient search, including by name, PAN, and social security number, 3. Recipient account information inquiry (recipient demographics and deposit data), and 4. User-initiated change password functionality. |
| 7.6.1.5 | The Contractor shall ensure the use of the back button is not restricted on any function associated with the administrative terminal. |
| 7.6.1.6 | The Contractor shall provide the capability to force the user to re-authenticate to get the session back if a session is not active for a configurable period of time. |
| 7.6.1.7 | The administrative terminal shall provide log-out functionality. |
| 7.6.1.8 | The Contractor shall ensure the administrative terminal allows users to print screens in a user-friendly report format. |
| 7.6.1.9 | The Contractor shall assist the Agency to define the access levels and user profiles (i.e., groups and/or roles) and implement them with review and approval from the Agency. |
| 7.6.1.10 | The Contractor shall provide a multi-level access control security system for the administrative terminal where user profiles can be established based upon the specific administrative terminal functions required by the user to perform his/her respective job. |
| 7.6.1.11 | The Contractor shall review the administrative terminal user accounts every month for inactivity. When an account has been inactive for a thirty (30) day period, the user shall be disabled in the administrative terminal. |
| 7.6.1.12 | The Contractor shall provide an administrative terminal that allow for the audit of other administrative terminal users account access, including the screen/function viewed by each user and the recipient account, including the date and time of each viewing. |
| 7.6.1.13 | The Contractor shall provide administrative terminal support through a browser-based administrative terminal that conforms to the State communication protocols and is accessible through current Agency hardware and software. |
| 7.6.1.14 | The administrative terminal shall require a first-time user or users whose passwords required an administrative reset to change their password immediately to ensure it is not compromised. |
| 7.6.1.15 | The Contractor’s administrative terminal shall require users to change their passwords at the expiration of a State determined parameter. The default password expiration parameter shall be sixty (60) days. The Agency will be able to change this parameter as needed. |
| 7.6.1.16 | The administrative terminal shall lock out users after three (3) consecutive invalid password attempts. The Agency will be able to change this parameter as needed. |
| 7.6.1.17 | The administrative terminal shall support a batch process to add users and modify permissions. |
| 7.6.1.18 | The Agency understands that the access to EPC information is restricted, however, the Contractor shall secure the necessary permissions to allow up to seven (7) Agency staff access to assist in problem resolution when recipients contact members of the legislature, the governor’s office, or any State agency, as deemed necessary by the State. These permissions shall include viewing of the recipient’s deposit history, EPC issuance history, and transaction activity. |
| 7.6.1.19 | Prior to any deployment to the administrative terminal, the Contractor shall provide the Agency a demonstration of the update(s) and allow the Agency to conduct its own testing of the update(s). |

**Bidder’s Response Question #99 –** The bidder shall describe its approach to the administrative terminal and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

### Agency Training Requirements.

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| --- | --- |
| 7.6.2.1 | The Contractor's Agency training materials shall cover all of the functionality supported by the EPC solution. The material shall cover:   1. Security features within the system, 2. Accessing the administrative terminal functions, 3. Training on detailed explanation of the screens and functions supported by the administrative terminal application, 4. How to use the Mobile Application, and 5. Detailed description and use of the reports generated by the EPC solution. |
| 7.6.2.2 | The Contractor shall be responsible for providing in-person training on the EPC solution for Agency central office staff. |
| 7.6.2.3 | The Contractor shall provide Onsite training for Agency EPC office systems staff on field definitions and file layouts of data files transmitted to the Agency for reporting purposes. |
| 7.6.2.4 | The Contractor shall ensure Agency office staff training shall be provided in a minimum of four (4) training sessions as defined in the approved project work plan. The session(s) will focus on administrative terminal functionality, cardholder and transaction data, and reporting available throughout the EPC solution. |
| 7.6.2.5 | The Contractor shall ensure that whenever functionality of the EPC solution is modified, updates and revisions of the training materials shall be delivered to the Agency per the approved project work plan or Change Order. |

**Bidder’s Response Question #100 –** The bidder shall describe its approach to agency training and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

### Help Desk Requirements.

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| 7.6.3.1 | The Contractor shall provide a toll-free technical support help desk for Agency staff twenty four (24) hours a day, seven (7) days per week. At a minimum, the help desk shall:   1. Provide technical assistance and troubleshooting of administrative terminal issues, 2. Assist in locating files and addressing transmission issues, 3. Accept reports of system outages, 4. Assist in special account maintenance functions assistance, and 5. Provide assistance with security issues. |
| 7.6.3.2 | The Contractor shall monitor all system activities and transmissions to proactively resolve issues. |

**Bidder’s Response Question #101 –** The bidder shall describe its approach to the help desk and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

## EPC-Only Technology.

In addition to meeting the general technical requirements required above in Section 5.6 Technology, the Contractor shall also support the EPC technical requirements unique to its services. This section includes:

• EPC-Only Technology,

• Interfaces, and

• Disaster Recovery.

**Current State Information.**

The Agency has a defined set of interfaces established between the incumbent and the State’s various systems. These interfaces support the transfer of information and data required to maintain the EPC solution and related Agency systems. The Contractor’s solution(s) shall utilize the interfaces currently in production, except where required to be different within the requirements. A comprehensive list of current EPC interfaces is included in Appendix C.1 EPC Interfaces.

### EPC-Only Technology Requirements.

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| 7.7.1.1 | The Contractor’s EPC solution shall be an industry standard application, primarily using the existing commercial networks and retailers POS devices. |
| 7.7.1.2 | The Contractor and/or its banking partner shall have the capability to perform Electronic Funds Transfer (EFT) using NACHA standards. |
| 7.7.1.3 | The Contractor, the Contractor's EPC solution, and the EPC shall comply with 12 C.F.R. §  205 Regulation E: Electronic Funds Transfers, and assume all responsibility for the product, including any requirements that apply specifically to government programs. |
| 7.7.1.4 | The EPC shall have security measures for conformance to ISO standards, and policies for card inventory management, card activation and deactivation, PIN mailing, and card lifecycle. |

**Bidder’s Response Question #102 –** The bidder shall describe its approach to EPC-only technology and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #103 –** The bidder shall also:

1. Describe its approach to access controls to ensure the security of recipient account information.
2. Describe its understanding of Regulation E and how its program meetings these requirements. The bidder must also discuss any liability to the State or cardholder under Regulation E.

### Interface Requirements.

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| --- | --- |
| 7.7.2.1 | The Contractor shall utilize the existing interfaces between Iowa’s eligibility system and the current EPC systems. Current interfaces are listed in Appendix C.1 EPC Interfaces. Interface file specifications are provided in Attachment I EPC Interface Layouts. |
| 7.7.2.2 | The Contractor shall support the Agency in conversion, at no cost, from batch file submissions to web service real time submissions for account setup and benefit maintenance, if elected by the Agency during the life of the Contract. |
| 7.7.2.3 | The Contractor shall inform the Agency immediately of any file transfer problems. |

**Bidder’s Response Question #104 –** The bidder shall describe its approach to interfaces and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #105 –** The bidder shall also describe its understanding of the interfaces and the interface specifications provided in Appendix C.1 EPC Interfaces. Bidder’s proposing any changes to the existing interface specifications must provide a compelling reason why the change is necessary (such as significant cost savings or improved performance). The estimated cost to the State of changing its interfaces will be taken into consideration in evaluating the bidder’s cost proposal. Do not include any specific costs within this section; any references should be noted in percentages.

### Disaster Recovery Requirements.

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| --- | --- |
| 7.7.3.1 | In the event of a disaster impacting the availability of the Contractor’s primary data processing site, the Contractor shall have available a back-up site for host processing and telecommunications network services. |
| 7.7.3.2 | The Contractor has a maximum of twenty four (24) hours for the back-up site to begin processing transactions in the event of disaster. |
| 7.7.3.3 | The Contractor shall notify the Agency immediately upon the Contractor's decision to move to a disaster back-up site to provide EPC services. |
| 7.7.3.4 | If the Contractor is providing EPC services to multiple states, the disaster recovery plan shall address the timing and order of recovery of the Agency’s EPC solution as compared to the other states being processed. The recovery of the Agency’s EPC solution shall not be delayed because the Contractor is recovering other states’ EPC systems. |
| 7.7.3.5 | The Contractor shall conduct annual testing of its back-up site, reviewing the testing results, and resolve identified issues. |
| 7.7.3.6 | The Contractor shall support the recovery of the Agency’s eligibility and EPC interface systems at a back-up site in the event of a disaster at the Agency’s primary data center. |
| 7.7.3.7 | The Contractor shall provide connectivity to the Agency’s back-up site to support the transmissions of data and reports between the Agency and Contractor. |
| 7.7.3.8 | Following the declaration of a disaster by the Agency and movement to the back-up data center, the Contractor shall work with the Agency’s technical staff to provide administrative terminal support. |
| 7.7.3.9 | The Contractor shall be able to process the previous month’s files in the event of a disaster. |

**Bidder’s Response Question #106 –** The bidder shall describe its approach to disaster recovery and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

## Reporting.

This section lists the requirements necessary to support the EPC reporting needs. Reports shall be provided electronically (via the Administrative Terminal and electronic files transmitted to the Agency) as mutually determined. The Contractor shall meet the Agency’s needs for data and access to data through the best reporting suite solution. At minimum, the reporting suite shall be configured to provide the data elements as described in Appendix C.2 EPC Reports.

### Reporting Requirements.

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| 7.8.1.1 | The Contractor shall provide a reporting solution that accommodates the information needs of the Agency for TANF as described in Appendix C.2 EPC Reports. |
| 7.8.1.2 | The Contractor shall provide reporting information electronically (via the administrative terminal and electronic files transmitted to the Agency) as required whether daily, weekly, or monthly. |
| 7.8.1.3 | The Contractor shall provide all reports in the following formats:   1. .pdf (Adobe) 2. .txt (Notepad), and 3. .xls (Microsoft Excel). |
| 7.8.1.4 | The Contractor shall use a reporting system that produces information at the program summary levels. |
| 7.8.1.5 | Settlement and reconciliation reports shall be consolidated at the state level by program. |
| 7.8.1.6 | The Contractor shall provide all reports to the Agency for approval. |
| 7.8.1.7 | The Contractor shall support requests for ad hoc reports on a timely basis as agreed to by the Agency. |
| 7.8.1.8 | The Contractor shall be able to support the retransmission of previously submitted reports to the Agency as requested. |
| 7.8.1.9 | All system generated reports are due as follows or as agreed to by the Agency:   1. Daily reports shall be available by 6:00 a.m. CT for the previous day's activity. 2. All weekly reports shall be available by close of business (5:00 p.m. CT) on the following Monday or the next business day if Monday is a state holiday. 3. All monthly reports that are system generated shall be available by 6:00 a.m. CT on the tenth (10th) calendar day or the next business day if that day is a state holiday of the following month. 4. All manually produced monthly reports shall be available to the Agency by 6:00 a.m. CT on the tenth (10th) calendar day or the next business day if that day is a state holiday of the following month. |
| 7.8.1.10 | The Contractor shall provide the Agency with detailed reporting to the extent permissible under 12 C.F.R. §205 Regulation E and industry guidelines. General categories of Agency reports currently being received have been identified and are described in Appendix C.2 EPC Reports. |
| 7.8.1.11 | General categories of Agency reports currently being received have been identified and are described in Appendix C.2 EPC Reports. |

**Bidder’s Response Question #107 –** The bidder shall describe its approach to reporting and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #108** – The bidder shall also describe and provide a clear map of how it plans to provide the data required in Appendix C.2 EPC Reports with its suite of reports.

## Service Level Agreements.

This section outlines the requirements for EPC Service Level Agreements (SLAs) that will be used to measure the quality of services provided. If the EPC SLAs are not met, damages may be assessed.

### Service Level Agreement Requirements.

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| 7.9.1.1 | The Agency intends to assess liquidated damages if events do not occur within the time periods specified within the Contract and the Contractor's project work plan. The Agency's failure to assess liquidated or actual damages in one (1) or more of the particular instances described below shall in no way modify or waive the right of the Agency to assess additional liquidated or actual damages related to other similar occurrences. |
| 7.9.1.2 | The Contractor shall report on SLA status in the status reports as described in Section 5.2 Project Management. |
| 7.9.1.3 | The Contractor shall meet with the Agency monthly to review performance pursuant to this Contract. During the monthly Contractor performance meeting, the parties will review the Contractor's compliance with the Contractor's Service Level Agreements, the timeliness of Deliverables during the preceding month, and the Agency's performance pursuant to the Contract. Contractor may be required to issue a corrective action plan to address deficiencies identified in the review meeting. |
| 7.9.1.4 | The Contractor shall meet SLAs for the measuring of overall quality of services provided. Appendix C.3 EPC Service Level Agreements identifies the service levels that the Contractor must meet in order to avoid the assessment of damages. |
| 7.9.1.5 | SLAs shall continue throughout the Contract. |
| 7.9.1.6 | Failure to meet the service levels shall result in the assessment of damages. Damages are listed in Appendix C.3 EPC Service Level Agreements. |
| 7.9.1.7 | In the event that a service level is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The Agency shall have the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State shall have the final determination of acceptability. |

**Bidder’s Response Question #109 –** The bidder shall describe its approach to SLAs and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

# **Wireless EBT Project Scope of Work**

The following sections provide an overview of the Wireless EBT Project services the Contractor shall provide throughout the Contract term for the Agency.

## Key Personnel.

This section lists the requirements for the key personnel for the Wireless EBT Project. The key personnel for the Wireless EBT Project may also serve as EBT and EPC scopes of work key personnel in the roles described in Section 5.5 Key Personnel. At a minimum, the key personnel for the Wireless EBT Project includes a program manager.

### Key Personnel Requirements.

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| 8.1.1.1 | Key personnel shall include at least a program manager. |
| 8.1.1.2 | Key individuals shall be available to work on the project once an award is made and a Contract is signed. |
| 8.1.1.3 | The Contractor shall ensure that if any key personnel are unavailable that a back-up designee is identified and available to the State. |
| 8.1.1.4 | Outside of key personnel, the Contractor shall propose appropriate quantity and quality of staff to ensure successful completion of this project (including project planning, project management, design, transition, training and external communications). The Contractor shall clearly define all individuals and their proposed roles for the duration of this Project, and their percentage of time each person will be committed to the Project. |
| 8.1.1.5 | Program Manager. |
| 8.1.1.5.1 | The Contractor’s program manager is responsible for the day-to-day project oversight. |
| 8.1.1.5.2 | The program manager’s responsibilities include:   1. Management of Contractor staff, tasks, and services provided to the Agency under this Contract, 2. Serves as a liaison between the Agency and Contractor resources, 3. Maintains regular and frequent contact with the designated Agency staff, 4. Participate in monthly Wireless EBT Project calls and provide a monthly status update to the Agency. The Contractor shall participate in person approximately once a year, when requested by the Agency, 5. Manages the quality assurance process to monitor the Wireless EBT Project, 6. Manages issues and risks, and 7. Manages the deliverable acceptance process. |
| 8.1.1.5.3 | The program manager shall start work on the project on the Contract start date. |
| 8.1.1.5.4 | The program manager’s appointment and continuing service is subject to the Agency’s approval. A replacement may be required for any legitimate performance reason at the Agency’s discretion. Any replacement is also subject to Agency approval. |

**Bidder’s Response Question #110 –** The bidder shall provide an overview of the proposed program manager plus any additional staffing, including a summary of qualifications and overall approach to staffing the Wireless EBT Project. If the program manager serves any of the roles described in Section 5.5 Key Personnel, please be sure to note it in this response.

## Wireless EBT Project Phases

This section outlines specific project phase requirements for the Wireless EBT Project. The requirements include:

* Transition Phase, and
* Operations Phase

Requirements for the planning phase, design phase, and closeout phase for Wireless EBT Project scope of work are included in Section 5 General Scope of work, 5.5 Project Phases.

### Wireless EBT Transition Phase.

This section outlines the requirements for transition for farmer’s participating in the Wireless EBT Project.

It is anticipated that the transition phase for the Wireless EBT Project will align with the EBT/EPC Transition phase, as well as traditional farmers market seasonal operations.

#### Wireless EBT Transition Phase Requirements

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| 8.2.1.1.1 | A timely, successful, and problem free transition conversion from the current contractor to any new Contractor, if selected as a result of this RFP, is considered critical to the Wireless EBT Project within the State of Iowa, both because of the potential impact to needy citizens of the State of Iowa, and the additional costs to the State from problems and/or delays relating to transition. |
| 8.2.1.1.2 | Transition for Existing Farmers |
| 8.2.1.1.2.1 | The Contractor shall mail or email an application to each existing farmer within ten (10) business days of notification by the Agency to begin the transition so that each farmer can enter into an agreement with the Contractor to begin wireless transfer activities. |
| 8.2.1.1.2.3 | The Contractor shall provide the Agency an electronic copy of all completed applications. |
| 8.2.1.1.2.4 | The Contractor shall establish existing farmer accounts and establish money transfer protocols within ten (10) days of receipt of the existing farmer’s application. |
| 8.2.1.1.2.5 | The Contractor shall build and maintain a file with each existing farmer’s banking information so that money from all sales is deposited in the farmer’s account. This will be completed within ten (10) business days from receipt of the existing farmer’s application. |
| 8.2.1.1.2.6 | The Contractor shall activate and ship the device directly within ten (10) business days from the receipt of the completed application to the farmer at no cost to the Agency or the farmer. If the device is not shipped within ten (10) business days, the Contractor will overnight the device as directed by the Agency at the Contractor’s expense. |
| 8.2.1.1.2.6.1 | The Contractor shall follow device activation requirements described in Section 8.5 Wireless EBT Project Device Activation. |
| 8.2.1.1.2.7 | The Contractor shall be primarily responsible for training all existing farmers on the use of the wireless device during the transition. Training shall include, but is not limited to, the following:   1. How to process an EBT, debit, and credit cards, 2. Settlement initiation, 3. Reimbursement process, and 4. Technical support contact information. |
| 8.2.1.1.2.7.1 | During Transition, the Contractor shall follow training requirements described in Section 8.10 Wireless EBT Project Training. |

**Bidder’s Response Question #111 –** The bidder shall describe its approach to transition of existing farmers and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #112 –** The bidder shall describe its approach to how it will activate devices per the requirements in Section 8.5 during transition of existing farmers.

**Bidder’s Response Question #113 –** The bidder shall describe its approach to training per the requirements in Section 8.10 during transition of existing farmers.

### Operations of the Wireless EBT Project.

This section outlines the requirements for the operations of the Wireless EBT Project.

**Current State Information.**

Today, Agency staff interview farmers to learn about the type of products grown and selling locations to best determine the type of wireless POS device and purchase arrangement to be used for each specific farmer. Currently, there are approximately 150 farmers participating in the Wireless EBT Project.

#### Wireless EBT Project Operations Phase Requirements.

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| 8.2.2.1.1 | During the EBT Wireless Project, the Contractor shall maintain a close working relationship with the Agency, communicating any issues, or system problems to the Agency within twenty four (24) hours. |
| 8.2.2.1.2 | During the EBT Wireless Project operations phase, the Contractor shall provide status reports on the operation of the EBT Wireless Project on a regular basis as specified in Section 8.13 Wireless EBT Project Reporting. |

**Bidder’s Response Question #114 –** The bidder shall describe its approach to operations and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #115 –** The bidder shall describe its approach to how it will activate, deactivate and reactivate devices per the requirements in Section 8.5 and 8.6 during operations.

**Bidder’s Response Question #116 –** The bidder shall describe its approach to training per the requirements in Section 8.10 during operations.

### Wireless EBT Project Close Out Phase.

Contract close out activities include planning activities for handing the Wireless EBT Project designed under this Contract to a new contractor at the termination or expiration of this Contract term. The Contractor shall cooperate with any new contractors to facilitate a changeover with minimal disruption to services.

#### Wireless EBT Project Close Out Phase Requirements.

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| 8.2.3.1.1 | The Contractor shall meet with the Agency and its new contractor bi-weekly to plan and coordinate schedules, work products, and mutual expectations during the new contractor’s transition/database conversion. |
| 8.2.3.1.2 | The Contractor shall maintain staffing levels consistent with levels during the operational phase of the Contract through the end of the Contract. |
| 8.2.3.1.3 | The Contractor shall provide Agency access to the Wireless EBT Project until all reports and billings for their contract period (including their portion of the last month) are completed and any issues resolved. |
| 8.2.3.1.4 | The Contractor shall ensure data privacy and security during the transition to a new contractor. |

**Bidder’s Response Question #117 –** The bidder shall describe its approach to operations and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

## Wireless EBT Project Deliverables

This section outlines the requirements for the Wireless EBT Project deliverables.

### Wireless EBT Project Deliverables Requirements.

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| 8.3.1 | All Deliverables outlined within the Contract shall be submitted for Agency approval. |
| 8.3.2 | The Contractor shall submit all Deliverables and services within the Agency-defined timeframe and/or the Agency-approved project work plan. Where possible, the Contractor shall leverage existing documentation as a baseline and update in accordance to Agency and project requirements. |
| 8.3.3 | The Contractor shall deliver all Deliverables, including drafts and final versions of training materials, plans, in an electronic media format(s) and software specified by the Agency.   1. The Agency currently runs on Microsoft Office Suite version 2010. All Deliverables shall maintain compatibility with the Agency’s version of Microsoft Office. 2. Training materials and all manuals shall also be provided in both hard copy and electronic media format(s). |
| 8.3.4 | Deliverables will follow the Deliverable submittal process as follows (8.3.4.1 to 8.3.4.6): |
| 8.3.4.1 | All deliverables shall meet the Agency approved format and content requirements. |
| 8.3.4.2 | The Contractor shall submit each Deliverable, including training materials, to the Agency for review and approval. |
| 8.3.4.3 | The Agency reserves the right to reject any Deliverable. |
| 8.3.4.4 | The Agency shall review the Deliverable and may direct the Contractor to make changes to the Deliverable.   1. The Contractor shall make all changes within five (5) business days following the receipt of the Agency’s direction, unless the Agency agrees to a longer period in writing. 2. Agency changes may include but are not limited to: modifying portions of the Deliverable, requiring new pages or portions of the Deliverable, requiring resubmission of the Deliverable, or requiring inclusion of information that was left out of the Deliverable. |
| 8.3.4.5 | The Agency may also request that the Contractor provide clarification or a walkthrough of each Deliverable to assist the Agency in its review. The Contractor shall provide the clarification or walkthrough as requested by the Agency. |
| 8.3.4.6 | Once the Agency has received an acceptable version of the Deliverable, including all requested changes, the Agency shall notify the Contractor of its acceptance of the Deliverable in writing. A Deliverable shall not be deemed accepted prior to the Agency’s notice to the Contractor of its acceptance of that Deliverable. |
| 8.3.5 | No document, report, data, or procedure created by the Contractor for the Agency that is necessary to fulfilling the Contractor’s responsibilities under the Contract, as determined by the Agency, shall be considered proprietary. |
| 8.3.6. | Project Work Plan. |
| 8.3.6.1 | The Contractor shall develop and maintain a project work plan and schedule in conjunction with the Agency. |
| 8.3.6.2 | The project work plan shall be developed and maintained as a GANTT chart and as an MS Word document. |
| 8.3.6.3 | The project work plan shall include a schedule of all communications, tasks, and Deliverables required throughout the Wireless EBT Project. |
| 8.3.6.4 | The project work plan shall identify the critical path, dependencies between tasks, and delineate the responsibilities of the Contractor and the Agency. |
| 8.3.7 | Project Kick Off Meeting. |
| 8.3.7.1 | The Contractor shall hold an Onsite project kick off meeting no later than ten (10) business days after the Contract start date. |
| 8.3.8 | Communications Plan. |
| 8.3.8.1 | The Contractor shall develop and maintain a communications plan. |
| 8.3.8.2 | The communications plan shall describe how the Contractor will communicate with the Agency. |
| 8.3.8.3 | The communications shall describe the process for escalating communications in urgent and crisis situations. |
| 8.3.8.4 | The communications plan shall include a list of the following Contractor cell phone numbers and email addresses:   1. An individual who is authorized to speak on the record regarding the Contract, the work performed on the Contract, or any issues that arise related to the work, and 2. Back-up communications staff who can respond in the event that other listed individuals are unavailable. |
| 8.3.8.5 | The Contractor shall deliver the communications plan to the Agency for review and approval. |
| 8.3.8.6 | The communications plan shall be updated annually. The delivery date will be set by mutual agreement with the Agency. |
| 8.3.8.7 | The Contractor shall deliver the draft communications plan no later than five (5) business days after the Contract effective date. |
| 8.3.9 | Issue Management Plan. |
| 8.3.9.1 | The Contractor shall deliver and maintain an issue management process. |
| 8.3.9.2 | The issue management process shall detail how it will monitor, track, and report on all project issues. |
| 8.3.9.3 | The issue management process shall be delivered no later than fifteen (15) business days after the Contract effective date. |
| 8.3.10 | Customer Service Process. |
| 8.3.10.1 | The Contractor shall provide a customer service process that gives instructions to the Agency and the farmers on where to go for questions and issues. |
| 8.3.11 | Promotional Video. |
| 8.3.11.1 | The Contractor shall develop a promotional video each year of the Contract for the Wireless EBT Project.   1. The video shall be featured on the Agency website to promote the Wireless EBT Project and to increase farmer participation. 2. The Contractor shall adhere to Agency guidance concerning the design the messaging of the video prior to any development. Some years it may only be updating yearly data. 3. The video will be provided annually per the mutually agreed upon schedule. |
| 8.3.12 | Wireless EBT Project Marketing and Outreach Posters. |
| 8.3.12.1 | The Contractor shall design and provide marketing and outreach posters to promote where the direct marketing farmers are selling their products annually.   1. The Contractor shall work with the Agency on content and information prior to design. 2. The Contractor shall print and submit posters to the Agency for distribution. 3. Posters shall be updated and printed annually to provide to the Agency before the farmers market season begins per the mutually agreed upon schedule. |
| 8.3.13 | Monthly Contractor Performance Meeting. |
| 8.3.13.1 | The Contractor shall participate in a monthly meeting with the Agency to discuss the Contract and the current state of the Contractor’s operational support. |

**Bidder’s Response Question #118 –** The bidder shall provide a brief description of its Deliverables and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

**Bidder’s Response Question #119 –** The bidder shall describe its approach to handling all applications for farmers and how it will meet the applications requirements listed above.

## Wireless EBT Project Applications

This section outlines the requirements for facilitating new farmer completion of the USDA Food Assistance Retailer Application, Free SNAP EBT Equipment Application, and bank application form the process/Independent Sales Organization, as necessary to participate in the Wireless EBT Project.

**Current State Information.**

Once interested, farmers contact the Agency, the Agency provides farmers with instructions on how to complete the USDA Food Assistance Retailer Application, Farmers Market Coalition (FMC) grant application, bank application from the processor/independent sales organization, and DHS addendum form. All paperwork is returned to the Agency, which then forwards it to the appropriate entities. If requested, Agency staff will assist the farmers in completing all the paperwork. Currently, Agency staff maintain a Microsoft Word table for all participating farmers that includes key information, such as their FNS number, what they sell, where they sell, etc.

Once all the paperwork is submitted and approved by the processor/independent sales organization, the new wireless POS device is sent to the Agency or farmer.

### Wireless EBT Project Application Requirements

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| 8.4.1 | USDA Food Assistance Retailer and Free SNAP EBT Equipment Applications. |
| 8.4.1.1 | The Contractor shall direct farmers to the correct websites to complete the USDA Food Assistance Retailer Application and the Free SNAP EBT Equipment Application. |
| 8.4.1.2 | The Contractor shall participate in the United States Department of Agriculture’s (USDA) Free SNAP EBT Equipment Program. Currently, the Farmers Market Coalition (FMC) is administering this program. |
| 8.4.1.3 | If requested by the farmer, the Contractor shall direct them to the appropriate FNS’ resources or FMC resources for additional customer service assistance to complete the application, as necessary. |
| 8.4.2 | Bank Application Form from the Process/Independent Sales Organization. |
| 8.4.2.1 | The Contractor shall facilitate the completion of the bank application form from the process/independent sales organization and the Agency’s addendum form. |
| 8.4.2.2 | The Contractor shall provide instructions for the completion of the application. |
| 8.4.2.3 | If requested by the farmer, the Contractor shall offer additional customer service assistance to complete the application, as necessary. |
| 8.4.2.4 | The Contractor shall evaluate the application for completeness. If additional information is necessary, the Contractor shall request that additional information from the farmer within three (3) business days of initial application receipt. |
| 8.4.2.5 | The Contractor shall collect all completed applications and forms and distribute them to the appropriate entities for processing. |
| 8.4.2.6 | The Contractor shall provide the Agency with an electronic copy of the complete form. |

**Bidder’s Response Question #120 –** The bidder shall describe its approach to facilitating new farmer completion of required applications and forms and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

## Wireless EBT Project Device Activation.

This section outlines the requirements for device activation, including new purchased devices, existing purchased devices, and rental device activation.

**Current State Information.**

Devices that are currently being used by the participating farmers include:

* Clover Mobile,
* FD410 and FD410DW,
* FD130 Duo Com and FD35 Pin Pad, and
* FD400 CDMA

The Agency performs routine tests if the device comes directly to the Agency prior to issuing the device to the farmer. The Agency does this for several reasons, including:

* Not all equipment arrives with all functions working properly.
* Not all farmers have the ability to perform software downloads at their home.
* Farmers are busy, especially once the market season begins.
* The Agency wants to get off to a good start with each farmer.

### Wireless EBT Project Device Activation Requirements.

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| 8.5.1.1 | New Purchased Devices. |
| 8.5.1.1.1 | The Contractor shall interview farmers to determine the type of terminal that is best for each specific farmer. |
| 8.5.1.1.2 | The Contractor shall build a file with the farmer’s banking information so that money from all sales is deposited in the farmer’s account. This will be completed within ten (10) business days of the completion of the farmer’s application process. |
| 8.5.1.1.3 | The Contractor shall link each device to a processor who can support EBT transactions as well as commercial transactions. This will be completed within ten (10) business days of the completion of the famer’s application process. |
| 8.5.1.1.4 | The Contractor shall activate, encrypt and load the wireless device based on industry standards. This will be completed within ten (10) business days of the completion of the farmer’s application process. |
| 8.5.1.1.5 | The Contractor shall perform routine tests on the wireless devices prior to issuing to the farmers to ensure that devices function properly. |
| 8.5.1.1.6 | The Contractor shall package the device with appropriate supplies for the device, including but not limited to an extra battery, charging cord, car charger cord and rolls of paper. Also included will be a quick reference guide that provides set-up and usage instructions. |
| 8.5.1.1.7 | The Contractor shall ship the device as directed by the Agency within ten (10) business days from receipt of the farmer completed application using ground shipping at no cost to the Agency or the farmer. If the device is not shipped within ten (10) business days, the Contractor will overnight the device as directed by the Agency at the Contractor’s expense. |
| 8.5.1.1.8 | The Contractor shall email the Agency when each new device is shipped. The email shall contain the following:   1. Name of farmer, 2. Business name, 3. Type of device shipped, 4. Date of completion of application process, and 5. Date of device shipment. |
| 8.5.1.2 | Existing Purchased Devices. |
| 8.5.1.2.1 | Upon request from the Agency to activate an existing Purchased Device, the Contractor shall provide the download capabilities and assistance to the Agency to activate and download a Purchased Device within ten (10) business days. |
| 8.5.1.3 | Rental Device Activation. |
| 8.5.1.3.1 | The Contractor shall explain all rental costs upfront to each farmer that request a Rental Device. |
| 8.5.1.3.2 | The Contractor shall build a file with the farmer’s banking information so that money from all sales is deposited in the farmer’s account. This will be completed within ten (10) business days from receipt of the request. |
| 8.5.1.3.3 | The Contractor shall link each device to a processor who can support EBT transactions as well as commercial transactions. This will be completed within ten (10) business days from receipt of the request. |
| 8.5.1.3.4 | The Contractor shall activate, encrypt and load the wireless device based on industry standards. This will be completed within ten (10) business days from receipt of the request. |
| 8.5.1.3.5 | The Contractor shall package the device with appropriate supplies necessary for operation along with a quick reference guide that provides set-up and usage instructions. |
| 8.5.1.3.6 | The Contractor shall ship the device as directed by the Agency using ground shipping at no cost to the Agency or the farmer. If the device is not shipped within ten (10) business days of receiving the request, the Contractor will overnight the device as directed by the Agency at the Contractor’s expense. |
| 8.5.1.3.7 | The Contractor shall email the Agency when each Rental Device has been shipped. The email shall contain the following:   1. Name of the farmer, 2. Business name, 3. Type of device shipped, 4. Date of receipt of request, and 5. Date of device shipment. |

**Bidder’s Response Question #121 –** The bidder shall describe its approach on device activation and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

## Wireless EBT Project Deactivation and Reactivation.

This section outlines the requirements for the deactivation and reactivation.

### Wireless EBT Project Deactivation and Reactivation Requirements.

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| 8.6.1.1 | Deactivation. |
| 8.6.1.1.1 | Upon receipt of a request from the Agency or farmer to deactivate an account or a particular Agency Device or Federally-Funded Device, the Contractor shall (8.6.1.1.1 to 865.1.1.1.4): |
| 8.6.1.1.1.1 | Deactivate any device and/or account as requested within five (5) business days. |
| 8.6.1.1.1.2 | Ensure that no new changes are incurred on the deactivated device or account and all billing is stopped on the device and/or account within five (5) business days. |
| 8.6.1.1.1.3 | Notify any subcontractor of the deactivation and ensure that any subcontractor also stops billing on the device/account. |
| 8.6.1.1.1.4 | Not charge the Agency or farmer for deactivating any farmer account for an Agency device or Federally-Funded Device. |
| 8.6.1.1.2 | Upon receipt of a request to deactivate a Rental Device, the Contractor shall (8.6.1.1.2.1 to 8.6.1.1.2.5): |
| 8.6.1.1.2.1 | Deactivate any device/or account as requested within five (5) business days. |
| 8.6.1.1.2.2 | Ensure that no charges are incurred on the deactivated device or account and all billing is stopped on the device and/or account within five (5) business days. |
| 8.6.1.1.2.3 | Notify any subcontractor of the deactivation and ensure that any subcontractor also stops billing on the device/account. |
| 8.6.1.1.2.4 | Not charge the Agency or the farmer for deactivating any farmer account for a Rental device. |
| 8.6.1.1.2.5 | Provide instructions and a shipping label for the farmer to return the rental device at no cost to the Agency or the farmer. |
| 8.6.1.2 | Reactivation. |
| 8.6.1.2.1 | Upon receipt of a request by the Agency or the farmer to reactivate either an account or a particular Agency Device or Federally-Funded device, the Contractor shall (8.6.1.2.1.1 to 8.6.1.2.1.6): |
| 8.6.1.2.1.1 | Reactivate the device and/or account within five (5) business days. |
| 8.6.1.2.1.2 | Confirm that the reactivated device functions correctly by running test transactions as needed. |
| 8.6.1.2.1.3 | Provide downloads of any new software necessary to allow proper function of any reactivate device. |
| 8.6.1.2.1.4 | Activate any dormant account associated with the farmer as necessary. |
| 8.6.1.2.1.5 | Build a file of the farmer’s banking information as necessary so that proceeds of sales using the device go to the farmer’s account. |
| 8.6.1.2.1.6 | Email the Agency noting the device or account reactivation. The email shall contain the following:   1. Name of the farmer, 2. Business name, 3. Date of request by either the Agency or farmer, and 4. Date the device is live and ready to process. |

**Bidder’s Response Question #122 –** The bidder shall describe its approach on deactivation and reactivation and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

## Wireless EBT Project Customer Service.

This section outlines the requirements for the Wireless EBT Project customer service.

### Wireless EBT Project Customer Service Requirements.

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| 8.7.1.1 | The Contractor shall provide customer service to the Agency as well as the farmers who participate in the Wireless EBT Project. The Contractor shall (8.7.1.1.1 to 8.7.1.1.7): |
| 8.7.1.1.1 | Provide a phone number and email address for the Agency and the farmers to contact the Contractor of assistance. |
| 8.7.1.1.2 | Resolve customer service inquiries within three (3) business days from the date they are brought to the Contractor’s attention. If the Contractor is unable to resolve the issue within three (3) business days, the Contractor will notify the Agency. |
| 8.7.1.1.3 | Accept customer service calls from the Agency staff when calling on behalf of a particular farmer. |
| 8.7.1.1.4 | Notify the Agency and the farmers of any changes that are coming that could impact farmers and result in additional technical questions to the Agency. |
| 8.7.1.1.5 | Notify the Agency immediately when any changes are made to the farmer’s account. |
| 8.7.1.1.6 | Provide the current application used by the Contractor to the Agency. |
| 8.7.1.1.7 | Provide a Customer Service process that gives instructions to the Agency and the farmers on where to go for questions and issues. |

**Bidder’s Response Question #123 –** The bidder shall describe its approach on to Wireless EBT Project customer service and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

## Wireless EBT Project Monthly Statements.

This section outlines the requirements for the Wireless EBT Project monthly statements.

**Current State Information.**

Transaction and reimbursement data is a high priority and needed for reporting purposes and integrity of the Wireless EBT Project.

On the first of each month, the Agency collects statement information from the processors to reconcile total number of transactions, type of transactions, total amount of sales, amount of EBT sales, and monthly fees/charges. A separate worksheet is maintained that breaks down commercial and EBT sales volume, amount and transactions for each farmer.

In addition, the Agency maintains Excel spreadsheets showing the amount reimbursed to each farmer. The Agency reimburses farmers for the monthly EBT transaction fees. Depending on the funding source of the wireless equipment, the Agency may reimburse farmers for the core monthly fees. A copy of the spreadsheet is sent to the EBT Contractor who then initiates the transfer of funds via electronic funds transfer (EFT) to each farmer’s bank account. The EBT Contractor invoices the Agency for the amount reimbursed to the farmers. The reimbursements by the EBT Contractor are completed no later than the 15th of each month.

### Wireless EBT Project Monthly Statements Requirements.

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| 8.8.1.1 | The Contractor shall obtain monthly activity statements from the processors for all farmers participating in the Wireless EBT Project. |
| 8.8.1.2 | The Contractor shall review the monthly activity statements for accuracy. |
| 8.8.1.3 | The Contractor shall correct any errors found and reimburse the farmer within ten (10) business days. |
| 8.8.1.4 | The Contractor shall calculate the monthly reimbursements due to each participating farmer. |
| 8.8.1.4.1 | The Contractor shall initiate the transfer of funds via EFT to each farmer’s bank account no later than the 15th of each month. |
| 8.8.1.5 | The Contractor shall notify the Agency of any EFT rejects within twenty four (24) hours of the rejection. |
| 8.8.1.6 | The Contractor shall contact the farmer within twenty four (24) hours of the rejection to gather any information necessary to process the EFT. |
| 8.8.1.7 | The Contractor shall initiate a new transfer of funds via EFT to the farmers bank account within forty eight (48) hours of receiving the necessary information from the farmer. |
| 8.8.1.8 | The Contractor shall provide to the Agency secure electronic access to all farmers monthly statements at no cost. |
| 8.8.1.9 | The Contractor shall provide secure electronic access for individual farmers to their monthly statements at no cost. |
| 8.8.1.10 | The Contractor shall provide access to monthly statements by the third (3rd) business day of the following month. |
| 8.8.1.11 | If the Agency is unable to access monthly statements for any reason, the Contractor shall provide the monthly statements within two (2) business days from when the request is made by the Agency. The Contractor shall correct the access issue within thirty (30) days. |

**Bidder’s Response Question #124 –** The bidder shall describe its approach on providing monthly statements to the Agency and the farmers and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

## Wireless EBT Project Supplies.

This section outlines the requirements for the Wireless EBT Project supplies.

**Current State Information.**

The Agency provides all paper rolls for all devices for the farmers that participate in the project. This ensures that the proper paper is used and there is no damage done to the device. Occasionally, a power cord or battery also needs to be replaced.

### Wireless EBT Project Supplies Requirements.

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| 8.9.1.1 | The Contractor shall provide all supplies necessary to operate any device in the project. This includes, but is not limited to, paper rolls, batteries, power cords, and car charger cords. |
| 8.9.1.2 | When directed by the Agency or farmer, the Contractor will ship the supplies directly to the farmer. Supplies shall be shipped within three (3) business days from receiving the request and shall be received within five (5) business days of the request. |
| 8.9.1.3 | The Contractor shall send an email to the Agency that the supplies have been shipped. The email shall contain the following:   1. Name of the farmer, 2. Business name, 3. Type of supplies shipped, 4. Date when the supplies were requested by the Agency or farmer, and 5. Date of when supplies were shipped. |

**Bidder’s Response Question #125 –** The bidder shall describe its approach on providing supplies to the farmers and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

## Wireless EBT Project Training.

This section outlines the requirements for the Wireless EBT Project training.

**Current State Information.**

The Agency schedules a training session for each farmer. At the end of the training, each farmer should be able to process EBT, debit, and credit transactions, know how to initiate settlement, know who to call if there are technical issues, and understand the reimbursement process from the Agency.

### Wireless EBT Project Training Requirements.

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| 8.10.1.1 | The Contractor shall be primarily responsible for training all farmers on use of the wireless device. Training shall include, but is not limited to, the following information:   1. How to process EBT, debit, and credit cards, 2. Settlement initiation, 3. Reimbursement process, and 4. Technical support contact information. |
| 8.10.1.2 | The Contractor shall develop training materials for the farmers. All training materials will be approved by the Agency. At minimum, training materials shall include tip sheets or quick guides. |
| 8.10.1.3 | The Contractor shall ensure all training materials are available in both English and Spanish or any other language required by State law, at a sixth (6th) grade reading level or below. |
| 8.10.1.4 | The Contractor shall ensure all training materials are available electronically. |
| 8.10.1.5 | The Contractor will provide training to the Agency prior to supplying any farmer with a device currently not used in the Wireless EBT Project. The training may be via telephone, online, or other options as approved by the Agency. |

**Bidder’s Response Question #126 –** The bidder shall describe its approach on training the farmers and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

## Promotion of the Wireless EBT Project.

This section outlines the requirements for the promotion of the Wireless EBT Project.

### Promotion of the Wireless EBT Project Requirements.

|  |  |
| --- | --- |
| 8.11.1.1 | The Contractor shall support all promotional and marketing efforts for farmers participation and the Wireless EBT Project. |
| 8.11.1.2 | The Contractor shall develop a program that provides assistance to individual farmers who are interested in obtaining a wireless device to accept EBT cards. |
| 8.11.1.3 | The Contractor shall collect and maintain demographics on farmer participation in the Wireless EBT Project. Demographics include:   1. Farmer’s Name, 2. Business Name, 3. Farmer’s FNS number, 4. Farmer’s Free Equipment number, 5. Products sold, and 6. Locations where the farmer sells their products. |

**Bidder’s Response Question #127 –** The bidder shall describe its approach on the promotion of the Wireless EBT Project and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

## Double Up Food Bucks (DUFB).

This section outlines the requirements for transition for the DUFB program. The requirements include:

* Equipment, and
* Training

### Double Up Food Bucks (DUFB) Requirements.

|  |  |
| --- | --- |
| 8.12.1.1 | Equipment. |
| 8.12.1.1.1 | The Contractor shall provide equipment to the Agency that will run a DUFB application so that the pilot/project can continue. |
| 8.12.1.2 | Training. |
| 8.12.1.2.1 | The Contractor shall develop training materials for farmers. All training materials will be approved by the Agency. At a minimum, training materials shall include tip sheets or quick guides. |
| 8.12.1.2.3 | The Contractor shall ensure all training materials are available in both English and Spanish or any other language required by State law, at a sixth (6th) grade reading level or below. |
| 8.12.1.2.4 | The Contractor shall ensure all training materials are available electronically. |
| 8.12.1.2.5 | The Contractor shall provide training to the Agency, new farmers who participate in the DUFB pilot/project, or prior to supplying any device not currently in use on the equipment and how DUFB will function. This training may be via telephone, online, or other options as approved by the Agency. |

**Bidder’s Response Question #128 –** The bidder shall describe its approach to DUFB and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

## Wireless EBT Project and DUFB Reporting.

This section lists the requirements necessary to support the Wireless EBT Project and DUFB reporting needs. Reports shall be provided electronically as mutually determined. The Contractor shall meet the Agency’s needs for data and access to data through the best reporting suite solution. At minimum, the reporting suite shall be configured to provide the data elements as described in Appendix D Wireless EBT Project Reports.

**Current State Information.**

Agency staff maintain a Microsoft Word table for all participating farmers that includes key information, such as their FNS number, what they sell, where they sell, etc.

### Wireless EBT Project and DUFB Reporting Requirements.

|  |  |
| --- | --- |
| 8.13.1.1 | The Contractor shall provide a reporting solution that accommodates the information needs of the Agency as described in Appendix D.1 Wireless EBT Project Reports. |
| 8.13.1.2 | The Contractor shall provide reporting information electronically as required whether daily, weekly, or monthly. |
| 8.13.1.3 | The Contractor shall provide all reports in the following formats:   1. .pdf (Adobe), 2. .txt (Notepad), and 3. .xls (Microsoft Excel). |
| 8.13.1.4 | The Contractor shall support requests for ad hoc reports on a timely basis as agreed to by the Agency. |
| 8.13.1.5 | The Contractor shall support the retransmission of previously submitted reports to the Agency as requested. |
| 8.13.1.6 | The Contractor shall provide all reports to the Agency for approval. |
| 8.13.1.7 | All reports are due per the schedule provided in Appendix D.1 Wireless EBT Project Reports. |

**Bidder’s Response Question #129 –** The bidder shall describe its approach on reporting on the Wireless EBT Project and DUFB and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirements shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

## Service Level Agreements.

This section outlines the requirements for Wireless EBT Project SLAs that will be used to measure the quality of services provided. If the Wireless EBT Projects SLAs are not met, damages may be assessed.

### Service Level Agreements Requirements.

|  |  |
| --- | --- |
| 8.14.1.1 | The Agency intends to assess liquidated damages if events do not occur within the time periods specified within the Contract. The Agency’s failure to assess liquidated or actual damages in one (1) or more of the particular instances described below shall in no way modify or waive the right of the Agency to assess additional liquidated or actual damages related to other similar occurrences. |
| 8.14.1.2 | The Contractor shall meet with the Agency monthly to review performance pursuant to this Contract. During the monthly Contractor performance meeting, the parties shall review the Contractor’s compliance with the Contractor’s Service Level Agreements, the timeliness of Deliverables during the preceding month, and the Agency’s performance pursuant to the Contract. Contractor may be required to issue a corrective action plan to address deficiencies identified in the review meeting. |
| 8.14.1.3 | The Contractor shall be expected to meet SLAs levels for the measuring of overall quality of services provided. Appendix D.2 Wireless EBT Project Service Level Agreements identifies the service levels that the Contractor must meet in order to avoid the assessment of damages. |
| 8.14.1.4 | SLAs shall continue throughout the Contract. |
| 8.14.1.5 | Failure to meet the service levels shall result in the assessment of damages. Damages are listed in Appendix D.2 Wireless EBT Project Service Level Agreements. |
| 8.14.1.6 | In the event that a service level is not met, the Contractor shall have the opportunity to defend or respond to the insufficiency. The Agency shall have the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State shall have the final determination of acceptability. |

**Bidder’s Response Question #130 –** The bidder shall describe its approach to SLAs and how it will meet the requirements listed above.

1. The bidder’s Bid Proposal shall include statements specifically describing its ability to satisfy each of the requirements listed above within the timeframes specified. Any deviations to the requirement shall be identified by requirement number and requirement description. The bidder shall either describe why it cannot satisfy the requirement or describe an alternative, including a specific timeframe, for meeting the requirement.

# **Evaluation of Bid Proposals**

## Introduction.

This section describes the evaluation process that will be used to determine which Bid Proposal provides the greatest benefit to the Agency. When making this determination, the Agency will not necessarily award a Contract to the bidder offering the lowest cost to the Agency or to the bidder with the highest point total. Rather, a Contract will be awarded to the bidder that offers the greatest benefit to the Agency.

## Evaluation Committee.

The Agency intends to conduct a comprehensive, fair and impartial evaluation of Bid Proposals received in response to this RFP. In making this determination, the Agency will be represented by an evaluation committee.

## Proposal Scoring and Evaluation Criteria.

The evaluation committee will use the method described in this section to assist with initially determining the relative merits of each Bid Proposal.

Scoring Guide.

Points will be assigned to each evaluation component as follows, unless otherwise designated:

|  |  |
| --- | --- |
| 4 | Bidder has agreed to comply with the requirements and provided a clear and compelling description of how each requirement would be met, with relevant supporting materials. Bidder’s proposed approach frequently goes above and beyond the minimum requirements and indicates superior ability to serve the needs of the Agency. |
| 3 | Bidder has agreed to comply with the requirements and provided a good and complete description of how the requirements would be met. Response clearly demonstrates a high degree of ability to serve the needs of the Agency. |
| 2 | Bidder has agreed to comply with the requirements and provided an adequate description of how the requirements would be met. Response indicates adequate ability to serve the needs of the Agency. |
| 1 | Bidder has agreed to comply with the requirements and provided some details on how the requirements would be met. Response does not clearly indicate if all the needs of the Agency will be met. |
| 0 | Bidder has not addressed any of the requirements or has provided a response that is limited in scope, vague, or incomplete. Response did not provide a description of how the Agency’s needs would be met. |

Technical Proposal Components.

When Bid Proposals are evaluated, the total points for each component are comprised of the component’s assigned weight multiplied by the score the Bid Proposal earns. Points for all components will be added together. The evaluation components, including maximum points that may be awarded, are as follows:

| **Written Technical Proposal Components** | **Weight** | **Score (0-4)** | **Potential Maximum Points** | |
| --- | --- | --- | --- | --- |
| **Experience and Key Personnel (Sections 4.2.6.1, 4.2.6.2 and 5.5)** | **13%** |  | **130** | |
| * Experience (Section 4.2.6.1) | | | |
| * Personnel (Section 4.2.6.2) | | | |
| **Approach to Section 5 General Scope of Work (except Section 5.5)** | **12%** |  | **120** | |
| * General Contract Management Requirements (Section 5.1) | | | | |
| * Project Management (Section 5.2) | | | | |
| * Project Phase (Section 5.3) | | | | |
| **Approach to Section 6 EBT Scope of Work** | **30%** |  | **300** | |
| * Recipient Management (Section 6.1) | | | | |
| * Benefit Management (Section 6.2) | | | | |
| * EBT Card Management (Section 6.3) | | | | |
| * Retailer Management (Section 6.4) | | | | |
| * Recipient Customer Service (Section 6.5) | | | | |
| * Financial (Section 6.6) | | | | |
| * Agency Customer Service (Section 6.7) | | | | |
| * EBT-only Technology (Section 6.8) | | | | |
| * Data Warehouse (Section 6.9) | | | | |
| * Reporting (Section 6.10) | | | | |
| * Disaster SNAP (Section 6.11) | | | | |
| * Service Level Agreements (Section 6.12) | | | | |
| **Approach to Section 7 EPC Requirements** | **23%** |  | **230** | |
| * Recipient Management (Section 7.1) | | | | |
| * Benefit Management (Section 7.2) | | | | |
| * EPC Card Management (Section 7.3) | | | | |
| * Recipient Customer Service (Section 7.4) | | | | |
| * Financial (Section 7.5) | | | | |
| * Agency Customer Service (Section 7.6) | | | | |
| * EPC-Only Technology (Section 7.7) | | | | |
| * Reporting (Section 7.8) | | | | |
| * Service Level Agreements (Section 7.9) | | | | |
| **Approach to Section 8 Wireless EBT Project Scope of Work** | **12%** |  | **120** | |
| * Key Personnel (Section 8.1) | | | | |
| * Wireless EBT Project Phases (Section 8.2) | | | | |
| * Wireless EBT Project Deliverables (Section 8.3) | | | | |
| * Wireless EBT Project Device Activation (Section 8.4) | | | | |
| * Wireless EBT Project Applications (Section 8.5) | | | | |
| * Wireless EBT Project Deactivation and Reactivation (Section 8.6) | | | | |
| * Wireless EBT Project Customer Service (Section 8.7) | | | | |
| * Wireless EBT Project Monthly Statements (Section 8.8) | | | | |
| * Wireless EBT Project Supplies (Section 8.9) | | | | |
| * Wireless EBT Project Training (Section 8.10) | | | | |
| * Promotion of the Wireless EBT Project (Section 8.11) | | | | |
| * Double Up Food Bucks (DUFB) (Section 8.12) | | | | |
| * Wireless EBT Project and DUFB Reporting (Section 8.13) | | | | |
| * Service Level Agreements (Section 8.14) | | | | |
| **Total Written Technical Score** | **90%** |  | **900** | |

Oral Presentations

​The Agency will hold oral presentations for all Bidders. Oral presentations will take place ​in Des Moines Iowa, ​at a location to be determined, at a date and time to be established by the Agency in the Procurement Timetable in Section 1.5. Bidders are required to have all designated key personnel Onsite. The determination order and schedule for the presentations is at the sole discretion of the Agency.  Bidders will be asked to provide an Onsite, online, real-time demonstration of the version of their solutions that is proposed and to address topics specified by the Evaluation Committee and/or the Agency. The presentation shall not materially change the information contained in the bid proposal. Oral Presentations will be evaluated and scored using pre-defined criteria set forth below.

| **Oral Presentations** | **10%** |  | **100** |
| --- | --- | --- | --- |
| * Approach to Staffing and Contract Management | | | |
| * Solution Demonstration | | | |
| **Total Oral Presentation Score** | **10%** |  | **100** |

***Scoring of Technical Proposals***

The combined, weighted scores for the Written Technical Proposal and the Oral Presentation will be considered the total technical score for that bidder.

|  |  |  |  |
| --- | --- | --- | --- |
| **Written Technical Proposal** | 90% |  | 900 |
| **Oral Presentations** | 10% |  | 100 |
| **Total Technical Proposal Score** | **100%** |  | **1000** |

Scoring of Cost Proposal Pricing.

Cost proposal pricing will be scored based on a ratio of the lowest cost proposal versus the cost of each higher priced Bid Proposal. Under this formula, the lowest cost proposal receives all of the points assigned to pricing. A cost proposal twice as expensive as the lowest cost proposal would earn half of the available points. The formula is:

**Weighted Cost Score = (price of lowest cost proposal/price of each higher priced cost proposal) X (points assigned to pricing)**

**Total Points Assigned to Cost Proposal: 200**

Example:

Example: Bid #1: $1,000 Bid #2: $5,000

Score for Bid #1 = ($1,000/$1,000) \* 200 = 200 points

Score for Bid #2 = ($1,000/$5,000) \* 200 = 40 points

**Total Points Possible for technical and cost proposals: 1200**

Combined technical and cost proposal scores will be combined to establish a final score for each bidder.

## Best and Final Offers (BAFO).

The Agency may request a subsequent BAFO from bidders that have demonstrated to the evaluation committee their ability to satisfy the requirements of the RFP. Requests for BAFOs are at the discretion of the evaluation committee and not all bidders may be requested to present a BAFO. Following the receipt of bidders’ BAFOs, the Issuing Officer will rescore the cost proposals and convey any changes in cost score to the evaluation committee.

## Recommendation of the Evaluation Committee.

The evaluation committee shall present a final ranking and recommendation(s) to the Division Administrator for consideration. In making this recommendation, the committee is not bound by any scores or scoring system used to assist with initially determining the relative merits of each Bid Proposal. This recommendation may include, but is not limited to, the name of one (1) or more bidders recommended for selection or a recommendation that no bidder be selected. The Division Administrator shall consider the committee’s recommendation when making the final decision, but is not bound by the recommendation.

Appendix A: General Scope of Work

Appendix A consists of a table of the Deliverables required as part of this RFP.

**Appendix B: EBT Scope of Work**

Appendix B consists of a table listing the required interfaces for EBT, a list of reports that provides insight into the type of information currently received by the Agency, and the Service Level Agreements (SLAs) for EBT.

**Appendix C: EPC Scope of Work**

Appendix C consists of a table listed the required interfaces for EPC, a list of reports that provides insight into the type of information currently received by the Agency, and the Service Level Agreements (SLAs) for EPC.

**Appendix D: Wireless EBT Project Scope of Work**

Appendix D consists of a list of reports that provides insight into the type of information currently received by the Agency and the Service Level Agreements (SLAs) for the Wireless EBT Project.

Attachment A: Release of Information

(Return this completed form behind Tab 3 of the Bid Proposal.)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of bidder) hereby authorizes any person or entity, public or private, having any information concerning the bidder’s background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in this RFP, to release such information to the Agency.

The bidder acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The bidder acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the Agency or may otherwise hurt its reputation or operations. The bidder is willing to take that risk. The bidder agrees to release all persons, entities, the Agency, and the State of Iowa from any liability whatsoever that may be incurred in releasing this information or using this information.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Bidder Organization

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Representative Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

Attachment B: Primary Bidder Detail & Certification Form

(Return this completed form behind Tab 3 of the Proposal. If a section does not apply, label it “not applicable”.)

|  |  |  |
| --- | --- | --- |
| **Primary Contact Information (individual who can address issues re: this Bid Proposal)** | | |
| **Name:** |  | |
| **Address:** |  | |
| **Tel:** |  | |
| **Fax:** |  | |
| **E-mail:** |  | |
| **Primary Bidder Detail** | | |
| **Business Legal Name (“Bidder”):** | |  |
| **“Doing Business As” names, assumed names, or other operating names:** | |  |
| **Parent Corporation Name and Address of Headquarters, if any:** | |  |
| **Form of Business Entity (i.e., corp., partnership, LLC, etc.):** | |  |
| **State of Incorporation/organization:** | |  |
| **Primary Address:** | |  |
| **Tel:** | |  |
| **Local Address (if any):** | |  |
| **Addresses of Major Offices and other facilities that may contribute to performance under this RFP/Contract:** | |  |
| **Number of Employees:** | |  |
| **Number of Years in Business:** | |  |
| **Primary Focus of Business:** | |  |
| **Federal Tax ID:** | |  |
| **DUNS #:** | |  |
| **Bidder’s Accounting Firm:** | |  |
| **If Bidder is currently registered to do business in Iowa, provide the Date of Registration:** | |  |
| **Do you plan on using subcontractors if awarded this Contract? {If “YES,” submit a Subcontractor Disclosure Form for each proposed subcontractor.}** | |  |
|  | | (YES/NO) |

|  |  |  |
| --- | --- | --- |
| **Request for Confidential Treatment (See Section 3.20)** | | |
| **Location in Bid (Tab/Page)** | **Statutory Basis for Confidentiality** | **Description/Explanation** |
|  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Exceptions to RFP/Contract Language (See Section 3.20)** | | | |
| **RFP Section and Page** | **Language to Which Bidder Takes Exception** | **Explanation and Proposed Replacement Language:** | **Cost Savings to the Agency if the Proposed Replacement Language is Accepted** |
|  |  |  |  |

PRIMARY BIDDER CERTIFICATIONS

1. **BID PROPOSAL CERTIFICATIONS. By signing below, Bidder certifies that:** 
   1. Bidder specifically stipulates that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the RFP and the Sample Contract without change except as otherwise expressly stated in the Primary Bidder Detail & Certification Form. Objections or responses shall not materially alter the RFP. All changes to proposed contract language, including deletions, additions, and substitutions of language, must be addressed in the Bid Proposal. The bidder accepts and shall comply with all Contract Terms and Conditions contained in the Sample Contract without change except as set forth in the Contract;
   2. Bidder has reviewed the Additional Certifications, which are incorporated herein by reference, and by signing below represents that Bidder agrees to be bound by the obligations included therein;
   3. Bidder has received any amendments to this RFP issued by the Agency;
   4. No cost or pricing information has been included in the Bidder’s Technical Proposal; and,
   5. The person signing this Bid Proposal certifies that he/she is the person in the Bidder’s organization responsible for, or authorized to make decisions regarding the prices quoted and, Bidder guarantees the availability of the services offered and that all Bid Proposal terms, including price, will remain firm until a contract has been executed for the services contemplated by this RFP or one year from the issuance of this RFP, whichever is earlier.
2. **SERVICE AND REGISTRATION CERTIFICATIONS. By signing below, Bidder certifies that:** 
   1. Bidder certifies that the Bidder organization has sufficient personnel resources available to provide all services proposed by the Bid Proposal, and such resources will be available on the date the RFP states services are to begin. Bidder guarantees personnel proposed to provide services will be the personnel providing the services unless prior approval is received from the Agency to substitute staff;
   2. Bidder certifies that if the Bidder is awarded the contract and plans to utilize subcontractors at any point to perform any obligations under the contract, the Bidder will (1) notify the Agency in writing prior to use of the subcontractor, and (2) apply all restrictions, obligations, and responsibilities of the resulting contract between the Agency and contractor to the subcontractors through a subcontract. The contractor will remain responsible for all Deliverables provided under this contract;
   3. Bidder either is currently registered to do business in Iowa or agrees to register if Bidder is awarded a Contract pursuant to this RFP; and,
   4. Bidder certifies it is either a) registered or will become registered with the Iowa Department of Revenue to collect and remit Iowa sales and use taxes as required by Iowa Code chapter 423; or b) not a “retailer” of a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Bidder also acknowledges that the Agency may declare the bid void if the above certification is false. Bidders may register with the Department of Revenue online at: <http://www.state.ia.us/tax/business/business.html>.
   5. Bidder certifies that they will comply with the Consolidated Appropriations Act of 2018 (H.R. 1625) (Appropriations Act) (released 3/30/2018) prohibiting EBT processors, their contractors, subcontractors, or Affiliates from charging routing and switching fees for intra- or interstate transactions. SEC 750 prohibits the charging of fees by State contracted EBT processors in connection with the redemption of U.S. Department of Agriculture domestic food assistance benefits to include the charging of gateway switching or routing feeds to SNAP authorized retailers or their third-party processors.
3. **EXECUTION.**

By signing below, I certify that I have the authority to bind the Bidder to the specific terms, conditions and technical specifications required in the Agency’s Request for Proposals (RFP) and offered in the Bidder’s Proposal. I understand that by submitting this Bid Proposal, the Bidder agrees to provide services described herein which meet or exceed the specifications of the Agency’s RFP unless noted in the Bid Proposal and at the prices quoted by the Bidder. The Bidder has not participated, and will not participate, in any action contrary to the anti-competitive obligations outlined in the Additional Certifications. I certify that the contents of the Bid Proposal are true and accurate and that the Bidder has not made any knowingly false statements in the Bid Proposal.

|  |  |
| --- | --- |
| **Signature:** |  |
| **Printed Name/Title:** |  |
| **Date:** |  |

Attachment C: Subcontractor Disclosure Form

(Return this completed form behind Tab 3 of the Bid Proposal. Fully complete a form for each proposed subcontractor. If a section does not apply, label it “not applicable.” If the bidder does not intend to use subcontractor(s), this form does not need to be returned. Note that, per RFP Section 1.4, Bidder Eligibility Requirements, the primary bidder shall provide all contract administration, financial administration, reporting, and card processing services for Iowa’s Supplemental Nutrition Assistance Program (SNAP) Electronic Benefits Transfer (EBT) (including the Wireless EBT Project), and Temporary Assistance for Needy Families (TANF) Electronic Payment Card (EPC) programs. These services shall not be performed by a subcontractor. The primary bidder may employ the use of subcontractors as stated in section 3.31, Use of Subcontractors, of this RFP.)

|  |  |
| --- | --- |
| Primary Bidder (“Primary Bidder”): |  |
| **Subcontractor Contact Information (individual who can address issues re: this RFP)** | |
| **Name:** |  |
| **Address:** |  |
| **Tel:** |  |
| **Fax:** |  |
| **E-mail:** |  |

|  |  |
| --- | --- |
| **Subcontractor Detail** | |
| **Subcontractor Legal Name (“Subcontractor”):** |  |
| **“Doing Business As” names, assumed names, or other operating names:** |  |
| **Form of Business Entity (i.e., corp., partnership, LLC, etc.)** |  |
| **State of Incorporation/organization:** |  |
| **Primary Address:** |  |
| **Tel:** |  |
| **Fax:** |  |
| **Local Address (if any):** |  |
| **Addresses of Major Offices and other facilities that may contribute to performance under this RFP/Contract:** |  |
| **Number of Employees:** |  |
| **Number of Years in Business:** |  |
| **Primary Focus of Business:** |  |
| **Federal Tax ID:** |  |
| **Subcontractor’s Accounting Firm:** |  |
| **If Subcontractor is currently registered to do business in Iowa, provide the Date of Registration:** |  |
| **Percentage of Total Work to be performed by this Subcontractor pursuant to this RFP/Contract.** |  |
| **General Scope of Work to be performed by this Subcontractor** | |
|  | |
| **Detail the Subcontractor’s qualifications for performing this scope of work** | |
|  | |

By signing below, Subcontractor agrees to the following:

Subcontractor has reviewed the RFP, and Subcontractor agrees to perform the work indicated in this Bid Proposal if the Primary Bidder is selected as the winning bidder in this procurement;

Subcontractor has reviewed the Additional Certifications and by signing below confirms that the Certifications are true and accurate and Subcontractor will comply with all such Certifications;

Subcontractor recognizes and agrees that if the Primary Bidder enters into a contract with the Agency as a result of this RFP, all restrictions, obligations, and responsibilities of the contractor under the contract shall also apply to the subcontractor; and,

Subcontractor agrees that it will register to do business in Iowa before performing any services pursuant to this contract, if required to do so by Iowa law.

The person signing this Subcontractor Disclosure Form certifies that he/she is the person in the Subcontractor’s organization responsible for or authorized to make decisions regarding the prices quoted and the Subcontractor has not participated, and will not participate, in any action contrary to the anti-competitive obligations outlined in the Additional Certifications.

I hereby certify that the contents of the Subcontractor Disclosure Form are true and accurate and that the Subcontractor has not made any knowingly false statements in the Form.

|  |  |
| --- | --- |
| **Signature for Subcontractor:** |  |
| **Printed Name/Title:** |  |
| **Date:** |  |

Attachment D: Additional Certifications

(Do not return this page with the Bid Proposal.)

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submission of a Bid Proposal, the bidder certifies (and in the case of a joint proposal, each party thereto certifies) that:

1. The Bid Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant of the Agency who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee;
2. The Bid Proposal has been developed independently, without consultation, communication or agreement with any other bidder or parties for the purpose of restricting competition;
3. Unless otherwise required by law, the information in the Bid Proposal has not been knowingly disclosed by the bidder and will not knowingly be disclosed prior to the award of the contract, directly or indirectly, to any other bidder;
4. No attempt has been made or will be made by the bidder to induce any other bidder to submit or not to submit a Bid Proposal for the purpose of restricting competition;
5. No relationship exists or will exist during the contract period between the bidder and the Agency that interferes with fair competition or is a conflict of interest.
6. The bidder and any of the bidder’s proposed subcontractors have no other contractual relationships which would create an actual or perceived conflict of interest.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

By signing and submitting this Bid Proposal, the bidder is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The bidder shall provide immediate written notice to the person to whom this Bid Proposal is submitted if at any time the bidder learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The bidder agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency or agency with which this transaction originated.
5. The bidder further agrees by submitting this Proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND/OR VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

1. The bidder certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the bidder is unable to certify to any of the statements in this certification, such bidder shall attach an explanation to this Proposal.

CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994

The bidder must comply with Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law also applies to children’s services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children’s services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed.

The bidder further agrees that the above language will be included in any subawards that contain provisions for children’s services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1000 per day.

CERTIFICATION REGARDING DRUG FREE WORKPLACE

1. **Requirements for Contractors Who are Not Individuals.** If the bidder is not an individual, by signing below bidder agrees to provide a drug-free workplace by:
   1. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
   2. establishing a drug-free awareness program to inform employees about:
      1. the dangers of drug abuse in the workplace;
      2. the person’s policy of maintaining a drug- free workplace;
      3. any available drug counseling, rehabilitation, and employee assistance programs; and
      4. the penalties that may be imposed upon employees for drug abuse violations;
   3. making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph (a);
   4. notifying the employee in the statement required by subparagraph (a), that as a condition of employment on such contract, the employee will:
      1. abide by the terms of the statement; and
      2. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
   5. notifying the contracting agency within 10 days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
   6. imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and
   7. making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f).
2. **Requirement for Individuals.** If the bidder is an individual, by signing below the bidder agrees to not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.
3. **Notification Requirement.** The bidder shall, within thirty (30) days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):
   1. take appropriate personnel action against such employee up to and including termination; or
   2. require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

NON-DISCRIMINATION

The bidder does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.

Attachment E: Certification and Disclosure Regarding Lobbying

(Return this executed form behind Tab 3 of the Bid Proposal.)

Instructions:

Title 45 of the Code of Federal Regulations, Part 93 requires the bidder to include a certification form, and a disclosure form, if required, as part of the bidder’s proposal. Award of the federally funded contract from this RFP is a Covered Federal action.

The bidder shall file with the Agency this certification form, as set forth in Appendix A of 45 CFR Part 93, certifying the bidder, including any subcontractor(s) at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) have not made, and will not make, any payment prohibited under 45 CFR § 93.100.

The bidder shall file with the Agency a disclosure form, set forth in Appendix B of 45 CFR Part 93, in the event the bidder or subcontractor(s) at any tier (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) has made or has agreed to make any payment using non-appropriated funds, including profits from any covered Federal action, which would be prohibited under 45 CFR § 93.100 if paid for with appropriated funds. All disclosure forms shall be forwarded from tier to tier until received by the bidder and shall be treated as a material representation of fact upon which all receiving tiers shall rely.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

Submission of this statement is a pre-requisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 for each such failure.

I certify that the contents of this certification are true and accurate and that the bidder has not made any knowingly false statements in the Bid Proposal. I am checking the appropriate box below regarding disclosures required in Title 45 of the Code of Federal Regulations, Part 93.

🞏 The bidder is NOT including a disclosure form as referenced in this form’s instructions because the bidder is NOT required by law to do so.

🞏 The bidder IS filing a disclosure form with the Agency as referenced in this form’s instructions because the bidder IS required by law to do so. If the bidder is filing a disclosure form, place the form immediately behind this Tab 3 in the Bid Proposal.

|  |  |
| --- | --- |
| **Signature:** |  |
| **Printed Name/Title:** |  |
| **Date:** |  |

Attachments Specific to this RFP

Attachment F: Sample Contract

(These contract terms contained in the Special Terms and General Terms for Services Contracts are not intended to be a complete listing of all contract terms but are provided only to enable bidders to better evaluate the costs associated with the RFP and the potential resulting contract. Bidders should plan on such terms being included in any contract entered into as a result of this RFP. All costs associated with complying with these terms should be included in the cost proposal or any pricing quoted by the bidder. See RFP Section 3.20 regarding bidder exceptions to contract language.)

This is a sample form. DO NOT complete and return this attachment.

CONTRACT DECLARATIONS AND EXECUTION

|  |  |
| --- | --- |
| RFP # | Contract # |
| ACFS 20-001 | {To be completed when contract is drafted.} |
| Title of Contract | |
| {To be completed when contract is drafted.} | |

This Contract must be signed by all parties before the Contractor provides any Deliverables. The Agency is not obligated to make payment for any Deliverables provided by or on behalf of the Contractor before the Contract is signed by all parties. This Contract is entered into by the following parties:

|  |
| --- |
| Agency of the State (hereafter “Agency”) |
| Iowa Department of Human Services | | |
| Contractor: (hereafter “Contractor”) |
|  | | |
| Contract Information |
| Start Date: {To be completed when contract is drafted.} | | End Date of Base Term of Contract: End Date of Contract:{To be completed when contract is drafted.} | |
| Possible Extension(s): | | | |
| Contractor a Business Associate? Yes | | Contractor subject to Iowa Code Chapter 8F? Unknown | |
| Contract Include Sharing SSA Data? No | | Contractor a Qualified Service Organization? No | |
| **Contract Warranty Period (hereafter “Warranty Period”):** The term of this Contract, including any extensions. | | Contract Contingent on Approval of Another Agency:  Yes  Which Agency? FNS | |
| **Security & Privacy Office Data Confirmation Number:**  \*\*\*IF Data\*\*\*\*\*\*IF Data = FALSE\*\*\* | |
| Contract Payments include Federal Funds? Yes  The contractor for federal reporting purposes under this contract is a: Subrecipient or vendor *{To be completed when contract is drafted.}*  **DUNS#:** {To be completed when contract is drafted.}  **The Name of the Pass-Through Entity:** {To be completed when contract is drafted.}  **CFDA #:** {To be completed when contract is drafted.}  **Grant Name:** {To be completed when contract is drafted.}  **Federal Awarding Agency Name:** {To be completed when contract is drafted.} | | | |

This Contract consists of the above information, the attached General Terms for Services Contracts, Special Terms, and all Special Contract Attachments.

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.

{To be completed when contract is drafted.}

1.2 Contract Purpose.

{To be completed when contract is drafted.}

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following:

*{To be completed when contract is drafted.}*

**1.3.2 Performance Measures.**

**1.3.3 Monitoring, Review, and Problem Reporting**.

**1.3.3.1 Agency Monitoring Clause.** The Contract Manager or designee will:

1. Verify Invoices and supporting documentation itemizing work performed prior to payment;
2. Determine compliance with general contract terms, conditions, and requirements; and,
3. Assess compliance with Deliverables, performance measures, or other associated requirements based on the following:

\*\*\*Monitoring Clause\*\*\*

**1.3.3.2 Agency Review** **Clause.** The Contract Manageror designee will use the results of monitoring activities and other relevant data to assess the Contractor’s overall performance and compliance with the Contract. At a minimum, the Agency will conduct a review annually; however, reviews may occur more frequently at the Agency’s discretion. As part of the review(s), the Agency may require the Contractor to provide additional data,may perform on-site reviews, and may consider information from other sources.

The Agency may require one or more meetings to discuss the outcome of a review. Meetings may be held in person. During the review meetings, the parties will discuss the Deliverables that have been provided or are in process under this Contract, achievement of the performance measures, and any concerns identified through the Agency’s contract monitoring activities.

**1.3.3.3 Problem Reporting.** As stipulated by the Agency, the Contractor and/or Agency shall provide a report listing any problem or concern encountered. Records of such reports and other related communications issued in writing during the course of Contract performance shall be maintained by the parties. At the next scheduled meeting after a problem has been identified in writing, the party responsible for resolving the problem shall provide a report setting forth activities taken or to be taken to resolve the problem together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. The Contract Owner has final authority to approve problem-resolution activities.

The Agency’s acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy. The Agency’s inability to identify the extent of a problem or the extent of damages incurred because of a problem shall not act as a waiver of performance or damages under this Contract.

**1.3.3.4 Addressing Deficiencies.** To the extent that Deficiencies are identified in the Contractor’s performance and notwithstanding other remedies available under this Contract, the Agency may require the Contractor to develop and comply with a plan acceptable to the Agency to resolve the Deficiencies.

**1.3.4 Contract Payment Clause**.

**1.3.4.1 Pricing.** In accordance with the payment terms outlined in this section and the Contractor’s completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated as follows:

*{To be determined.}*

**1.3.4.2 Payment Methodology.**

*{To be completed when contract is drafted.}*

**1.3.4.3 Timeframes for Regular Submission of Initial and Adjusted Invoices.** The Contractor shall submit an Invoice for services rendered in accordance with this Contract. Invoice(s) shall be submitted monthly. Unless a longer timeframe is provided by federal law, and in the absence of the express written consent of the Agency, all Invoices shall be submitted within six months from the last day of the month in which the services were rendered. All adjustments made to Invoices shall be submitted to the Agency within ninety (90) days from the date of the Invoice being adjusted. Invoices shall comply with all applicable rules concerning payment of such claims.

**1.3.4.4 Submission of Invoices at the End of State Fiscal Year.** Notwithstanding the timeframes above, and absent (1) longer timeframes established in federal law or (2) the express written consent of the Agency, the Contractor shall submit all Invoices to the Agency for payment by August 1st for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

**1.3.4.5 Payment of Invoices.** The Agency shall verify the Contractor’s performance of the Deliverables and timeliness of Invoices before making payment. The Agency will not pay Invoices that are not considered timely as defined in this Contract. If the Contractor wishes for untimely Invoice(s) to be considered for payment, the Contractor may submit the Invoice(s) in accordance with instructions for the Long Appeal Board Process to the State Appeal Board for consideration. Instructions for this process may be found at: [**http://www.dom.state.ia.us/appeals/general\_claims.html**](http://www.dom.state.ia.us/appeals/general_claims.html).

The Agency shall pay all approved Invoices in arrears. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.

**1.3.4.6 Reimbursable Expenses.** Unless otherwise agreed to by the parties in an amendment to the Contract that is executed by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any Deliverables provided by or on behalf of the Contractor pursuant to this Contract. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Contract.

1.4 Insurance Coverage.

The Contractor and any subcontractor shall obtain the following types of insurance for at least the minimum amounts listed below:

| Type of Insurance | Limit | Amount |
| --- | --- | --- |
| General Liability (including contractual liability) written on occurrence basis | General Aggregate  Product/Completed  Operations Aggregate  Personal Injury  Each Occurrence | $2 Million  $1 Million  $1 Million  $1 Million |
| Automobile Liability (including any auto, hired autos, and non-owned autos) | Combined Single Limit | $1 Million |
| Excess Liability, Umbrella Form | Each Occurrence  Aggregate | $1 Million  $1 Million |
| Workers’ Compensation and Employer Liability | As required by Iowa law | As Required by Iowa law |
| Property Damage | Each Occurrence  Aggregate | $1 Million  $1 Million |
| Professional Liability | Each Occurrence  Aggregate | $2 Million  $2 Million |

SECTION 2. GENERAL TERMS FOR SERVICES CONTRACTS

2.1 Definitions.

Definitions in this section correspond with capitalized terms in the Contract.

**“Acceptance”** means that the Agency has determined that one or more Deliverables satisfy the Agency’s Acceptance Tests. Final Acceptance means that the Agency has determined that all Deliverables satisfy the Agency’s Acceptance Tests. Non-acceptance means that the Agency has determined that one or more Deliverables have not satisfied the Agency’s Acceptance Tests.

**“Acceptance Criteria”** means the Specifications, goals, performance measures, testing results and/or other criteria designated by the Agency and against which the Deliverables may be evaluated for purposes of Acceptance or Non-acceptance thereof.

**“Acceptance Tests” or “Acceptance Testing”** mean the tests, reviews, and other activities that are performed by or on behalf of the Agency to determine whether the Deliverables meet the Acceptance Criteria or otherwise satisfy the Agency, as determined by the Agency in its sole discretion.

**“Applicable Law”** means all applicable federal, state, and local laws, rules, ordinances, regulations, orders, guidance, and policies in place at Contract execution as well as any and all future amendments, changes, and additions to such laws as of the effective date of such change. Applicable Law includes, without limitation, all laws that pertain to the prevention of discrimination in employment and in the provision of services (e.g., Iowa Code ch. 216 and Iowa Code § 19B.7). For employment, this would include equal employment opportunity and affirmative action, and the use of targeted small businesses as subcontractors of suppliers. The term Applicable Law also encompasses the applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Office of the Chief Information Officer.

**“Bid Proposal” or “Proposal”** means the Contractor’s proposal submitted in response to the Solicitation, if this Contract arises out of a competitive process.

**“Business Days”** means any day other than a Saturday, Sunday, or State holiday as specified by Iowa Code §1C.2.

**“Confidential Information”** means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either party (a “Disclosing Party”) to the other party (a “Receiving Party”) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Regardless of whether or not the following information is designated as confidential, the term Confidential Information includes information that could be used to identify recipients or applicants of Agency services and recipients of Contract services including Protected Health Information (45 C.F.R. § 160.103) and Personal Information (Iowa Code § 715C.1(11)), Agency security protocols and procedures, Agency system architecture, information that could compromise the security of the Agency network or systems, and information about the Agency’s current or future competitive procurements, including the evaluation process prior to the formal announcement of results.

Confidential Information does not include any information that: (1) was rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of the information by the Disclosing Party to the Receiving Party; (2) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (3) was disclosed to the Receiving Party without restriction by an independent third party having a legal right to disclose the information; (4) is in the public domain or shall have become publicly available other than as a result of disclosure by the Receiving Party in violation of this Agreement or in breach of any other agreement with the Disclosing Party; (5) is independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; or (6) is disclosed by the Receiving Party with the written consent of the Disclosing Party.

**“Contract”** means the collective documentation memorializing the terms of the agreement between the Agency and the Contractor identified in the Contract Declarations and Execution Section and includes the signed Contract Declarations and Execution Section, the General Terms for Services Contracts, the Special Terms, and any Special Contract Attachments, as these documents may be amended from time to time.

**“Deficiency”** means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including, without limitation, any failure of a Deliverable to conform to or meet an applicable specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.

**“Deliverables**” means all of the services, goods, products, work, work product, data, items, materials and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Contractor (or any agent, contractor or subcontractor of the Contractor) in connection with this Contract. This includes data that is collected on behalf of the Agency.

**“Documentation”** means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Deliverables, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.

**“Force Majeure”** means an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. Force Majeure does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of the Contractor; claims or court orders that restrict the Contractor’s ability to deliver the Deliverables contemplated by this Contract; strikes; labor unrest; or supply chain disruptions.

***“*Invoice*”*** means a Contractor’s claim for payment. At the Agency’s discretion, claims may be submitted on an original invoice from the Contractor or may be submitted on a claim form acceptable to the Agency, such as a General Accounting Expenditure (GAX) form.

**“Solicitation”** means the formal or informal procurement (and any Addenda thereto) identified in the Contracts Declarations and Execution Section that was issued to solicit the Bid Proposal leading to this Contract.

**“Special Contract Attachments”** means any attachment to this Contract.

**“Special Terms”** means the Section of the Contract entitled “Special Terms” that contains terms specific to this Contract, including but not limited to the Scope of Work and contract payment terms. If there is a conflict between the General Terms for Services Contracts and the Special Terms, the Special Terms shall prevail.

**“Specifications”** means all specifications, requirements, technical standards, performance standards, representations, and other criteria related to the Deliverables stated or expressed in this Contract, the Documentation, the Solicitation, and the Bid Proposal. Specifications shall include the Acceptance Criteria and any specifications, standards, or criteria stated or set forth in any applicable state, federal, foreign, and local laws, rules and regulations. The Specifications are incorporated into this Contract by reference as if fully set forth in this Contract.

**“State”** means the State of Iowa, the Agency, and all State of Iowa agencies, boards, and commissions, and when this Contract is available to political subdivisions, any political subdivisions of the State of Iowa.

2.2 Duration of Contract.

The term of the Contract shall begin and end on the dates specified in the Contract Declarations and Execution Section, unless extended or terminated earlier in accordance with the termination provisions of this Contract. The Agency may, in its sole discretion, amend the end date of this Contract by exercising any applicable extension by giving the Contractor a written extension at least sixty (60) days prior to the expiration of the initial term or renewal term.

2.3 Scope of Work.

The Contractor shall provide Deliverables that comply with and conform to the Specifications. Deliverables shall be performed within the boundaries of the United States.

2.4 Compensation.

**2.4.1 Withholding Payments.** In addition to pursuing any other remedy provided herein or by law, the Agency may withhold compensation or payments to the Contractor, in whole or in part, without penalty to the Agency or work stoppage by the Contractor, in the event the Agency determines that: (1) the Contractor has failed to perform any of its duties or obligations as set forth in this Contract; (2) any Deliverable has failed to meet or conform to any applicable Specifications or contains or is experiencing a Deficiency; or (3) the Contractor has failed to perform Close-Out Event(s). No interest shall accrue or be paid to the Contractor on any compensation or other amounts withheld or retained by the Agency under this Contract.

**2.4.2 Erroneous Payments and Credits.** The Contractor shall promptly repay or refund the full amount of any overpayment or erroneous payment within thirty (30) Business Days after either discovery by the Contractor or notification by the Agency of the overpayment or erroneous payment.

**2.4.3** **Offset Against Sums Owed by the Contractor.** In the event that the Contractor owes the State any sum under the terms of this Contract, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the State may, in its sole discretion, offset any such sum against: (1) any sum Invoiced by, or owed to, the Contractor under this Contract, or (2) any sum or amount owed by the State to the Contractor, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing offset.

2.5 Termination.

**2.5.1 Termination for Cause by the Agency.** The Agency may terminate this Contract upon written notice for the breach by the Contractor or any subcontractor of any material term, condition or provision of this Contract, if such breach is not cured within the time period specified in the Agency’s notice of breach or any subsequent notice or correspondence delivered by the Agency to the Contractor, provided that cure is feasible. In addition, the Agency may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

**2.5.1.1** The Contractor furnished any statement, representation, warranty, or certification in connection with this Contract, the Solicitation, or the Bid Proposal that is false, deceptive, or materially incorrect or incomplete;

**2.5.1.2** The Contractor or any of the Contractor’s officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

**2.5.1.3** The Contractor or any parent or affiliate of the Contractor owning a controlling interest in the Contractor dissolves;

**2.5.1.4** The Contractor terminates or suspends its business;

**2.5.1.5** The Contractor’s corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by the Contractor related to the Contractor’s performance under this Contract is suspended, terminated, revoked, or forfeited;

**2.5.1.6** The Contractor has failed to comply with any applicable international, federal, state (including, but not limited to Iowa Code Chapter 8F), or local laws, rules, ordinances, regulations, or orders when performing within the scope of this Contract;

**2.5.1.7** The Agency determines or believes the Contractor has engaged in conduct that: (1) has or may expose the Agency or the State to material liability; or (2) has caused or may cause a person’s life, health, or safety to be jeopardized;

**2.5.1.8** The Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress, or any other intellectual property right or proprietary right, or the Contractor misappropriates or allegedly misappropriates a trade secret;

**2.5.1.9** TheContractor fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy; or

**2.5.1.10** Any of the following has been engaged in by or occurred with respect to the Contractor or any corporation, shareholder or entity having or owning a controlling interest in the Contractor:

Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;

Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;

Making an assignment for the benefit of creditors;

Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with the Contractor’s performance of its obligations under this Contract; or

Taking any action to authorize any of the foregoing.

**2.5.2 Termination Upon Notice.** Following a thirty (30) day written notice, the Agency may terminate this Contract in whole or in part without penalty and without incurring any further obligation to the Contractor. Termination can be for any reason or no reason at all.

**2.5.3 Termination Due to Lack of Funds or Change in Law.** Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Agency shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

**2.5.3.1** The legislature or governor fail in the sole opinion of the Agency to appropriate funds sufficient to allow the Agency to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or

**2.5.3.2** If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Agency to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Agency in its sole discretion; or

**2.5.3.3** If the Agency’s authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

**2.5.3.4** If the Agency’s duties, programs or responsibilities are modified or materially altered; or

**2.5.3.5** If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the Agency’s ability to fulfill any of its obligations under this Contract.

The Agency shall provide the Contractor with written notice of termination pursuant to this section.

**2.5.4** **Other remedies.** The Agency’s right to terminate this Contract shall be in addition to and not exclusive of other remedies available to the Agency, and the Agency shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

**2.5.5 Limitation of the State’s Payment Obligations.** In the event of termination of this Contract for any reason by either party (except for termination by the Agency pursuant to Section 2.5.1, *Termination for Cause by the Agency*) the Agency shall pay only those amounts, if any, due and owing to the Contractor hereunder for Deliverables actually and satisfactorily provided in accordance with the provisions of this Contract up to and including the date of termination of this Contract and for which the Agency is obligated to pay pursuant to this Contract; provided however, that in the event the Agency terminates this Contract pursuant to Section 2.5.3, *Termination Due to Lack of Funds or Change in Law*, the Agency’s obligation to pay the Contractor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of Invoices and proper proof of the Contractor’s claim. Notwithstanding the foregoing, this section in no way limits the rights or remedies available to the Agency and shall not be construed to require the Agency to pay any compensation or other amounts hereunder in the event of the Contractor’s breach of this Contract or any amounts withheld by the Agency in accordance with the terms of this Contract. The Agency shall not be liable, under any circumstances, for any of the following:

**2.5.5.1** The payment of unemployment compensation to the Contractor’s employees;

**2.5.5.2** The payment of workers’ compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

**2.5.5.3** Any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead, or other costs associated with the performance of the Contract;

**2.5.5.4** Any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments, or commitments made in connection with this Contract; or

**2.5.5.5** Any taxes the Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes, or property taxes.

**2.5.6 Contractor’s Contract Close-Out Duties.** Upon receipt of notice of termination, at expiration of the Contract, or upon request of the Agency (hereafter, “Close-Out Event”), the Contractor shall:

**2.5.6.1** Cease workunder this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the Close-Out Event, describing the status of all work performed under the Contract and such other matters as the Agency may require.

**2.5.6.2** Immediately cease using and return to the Agency any property or materials, whether tangible or intangible, provided by the Agency to the Contractor.

**2.5.6.3** Cooperate in good faith with the Agency and its employees, agents, and independent contractors during the transition period between the Close-Out Event and the substitution of any replacement service provider.

**2.5.6.4** Immediately return to the Agency any payments made by the Agency for Deliverables that were not rendered or provided by the Contractor.

**2.5.6.5** Immediately deliver to the Agency any and all Deliverables for which the Agency has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied at that time.

**2.5.7 Termination for Cause by the Contractor.** TheContractor may only terminate this Contract for the breach by the Agency of any material term of this Contract, if such breach is not cured within sixty (60) days of the Agency’s receipt of the Contractor’s written notice of breach.

2.6 Reserved. (Change Order Procedure)

2.7 Indemnification.

**2.7.1 By the Contractor.** The Contractor agrees to indemnify and hold harmless the State and its officers, appointed and elected officials, board and commission members, employees, volunteers, and agents (collectively the “Indemnified Parties”), from any and all costs, expenses, losses, claims, damages, liabilities, settlements, and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General’s Office,) and the costs, expenses, and attorneys’ fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Contract, including but not limited to any claims related to, resulting from, or arising out of:

**2.7.1.1** Any breach of this Contract;

**2.7.1.2** Any negligent, intentional, or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;

**2.7.1.3** The Contractor’s performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;

**2.7.1.4** Any failure by the Contractor to make all reports, payments, and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees, or costs required by the Contractor to conduct business in the State of Iowa;

**2.7.1.5** Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights, or personal rights of any third party, including any claim that any Deliverable or any use thereof (or the exercise of any rights with respect thereto) infringes, violates, or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other intellectual property right or proprietary right of any third party.

2.8 Insurance.

**2.8.1 Insurance Requirements.** The Contractor, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Contractor’s expense, insurance covering its work during the entire term of this Contract, which includes any extensions or renewals thereof. The Contractor’s insurance shall, among other things:

**2.8.1.1** Be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor’s performance of this Contract regardless of the date the claim is filed or expiration of the policy.

**2.8.1.2** Name the State of Iowa and the Agency as additional insureds or loss payees on the policies for all coverages required by this Contract, with the exception of Workers’ Compensation, or the Contractor shall obtain an endorsement to the same effect; and

**2.8.1.3** Provide a waiver of any subrogation rights that any of its insurance carriers might have against the State on the policies for all coverages required by this Contract, with the exception of Workers’ Compensation.

The requirements set forth in this section shall be indicated on the certificates of insurance coverage supplied to the Agency.

**2.8.2** **Types and Amounts of Insurance Required.** Unless otherwise requested by the Agency in writing, the Contractor shall cause to be issued insurance coverages insuring the Contractor and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability in the amount specified in the Special Terms for each occurrence. In addition, the Contractor shall ensure it has any necessary workers’ compensation and employer liability insurance as required by Iowa law.

**2.8.3 Certificates of Coverage.** The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the Agency upon execution of this Contract. The Contractor shall maintain all insurance policies required by this Contract in full force and effect during the entire term of this Contract, which includes any extensions or renewals thereof, and shall not permit such policies to be cancelled or amended except with the advance written approval of the Agency. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least a thirty (30) day prior written notice to the Agency. The certificates shall be subject to approval by the Agency. Approval of the insurance certificates by the Agency shall not relieve the Contractor of any obligation under this Contract**.**

2.9 Ownership and Security of Agency Information.

**2.9.1 Ownership and Disposition of Agency Information.** Any information either supplied by the Agency to the Contractor, or collected by the Contractor on the Agency’s behalf in the course of the performance of this Contract, shall be considered the property of the Agency (“Agency Information”). The Contractor will not use the Agency Information for any purpose other than providing services under the Contract, nor will any part of the information and records be disclosed, sold, assigned, leased, or otherwise provided to third parties or commercially exploited by or on behalf of the Contractor. The Agency shall own all Agency Information that may reside within the Contractor’s hosting environment and/or equipment/media.

**2.9.2 Foreign Hosting and Storage Prohibited.** Agency Information shall be hosted and/or stored within the continental United States only.

**2.9.3** **Access to Agency Information that is Confidential Information**. The Contractor’s employees, agents, and subcontractors may have access to Agency Information that is Confidential Information to the extent necessary to carry out responsibilities under the Contract. Access to such Confidential Information shall comply with both the State’s and the Agency’s policies and procedures. In all instances, access to Agency Information from outside of the United States and its protectorates, either by the Contractor, including a foreign office or division of the Contractor or its affiliates or associates, or any subcontractor, is prohibited.

**2.9.4 No Use or Disclosure of Confidential Information.** Confidential Information collected, maintained, or used in the course of performance of the Contract shall only be used or disclosed by the Contractor as expressly authorized by law and only with the prior written consent of the Agency, either during the period of the Contract or thereafter. The Contractor shall immediately report to the Agency any unauthorized use or disclosure of Confidential Information. The Contractor may be held civilly or criminally liable for improper use or disclosure of Confidential Information.

**2.9.5** **Contractor Breach Notification Obligations.** The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized use or disclosure of Confidential Information or other event(s) requiring notification in accordance with applicable law. In the event of a breach of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to follow Agency directives, which may include assuming responsibility for informing all such individuals in accordance with applicable laws, and to indemnify, hold harmless, and defend the State of Iowa against any claims, damages, or other harm related to such breach.

**2.9.6** **Compliance of Contractor Personnel.** The Contractor and the Contractor’s personnel shall comply with the Agency’s and the State’s security and personnel policies, procedures, and rules, including any procedure which the Agency’s personnel, contractors, and consultants are normally asked to follow. The Contractor agrees to cooperate fully and to provide any assistance necessary to the Agency in the investigation of any security breaches that may involve the Contractor or the Contractor’s personnel. All services shall be performed in accordance with State Information Technology security standards and policies as well as Agency security protocols and procedures. By way of example only, see Iowa Code 8B.23, <http://secureonline.iowa.gov/links/index.html>, and <https://ocio.iowa.gov/home/standards>.

**2.9.7 Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing Confidential Information, the Contractor shall promptly notify the Agency and cooperate with the Agency in any lawful effort to protect the Confidential Information.

**2.9.8** **Return and/or** **Destruction of Information.** Upon expiration or termination of the Contract for any reason, the Contractor agrees to comply with all Agency directives regarding the return or destruction of all Agency Information and any derivative work. Delivery of returned Agency Information must be through a secured electronic transmission or by parcel service that utilizes tracking numbers. Such information must be provided in a format useable by the Agency. Following the Agency’s verified receipt of the Agency Information and any derivative work, the Contractor agrees to physically and/or electronically destroy or erase all residual Agency Information regardless of format from the entire Contractor’s technology resources and any other storage media. This includes, but is not limited to, all production copies, test copies, backup copies and /or printed copies of information created on any other servers or media and at all other Contractor sites. Any permitted destruction of Agency Information must occur in such a manner as to render the information incapable of being reconstructed or recovered. The Contractor will provide a record of information destruction to the Agency for inspection and records retention no later than thirty (30) days after destruction.

**2.9.9** **Contractor’s Inability to Return and/or Destroy Information.** If for any reason the Agency Information cannot be returned and/or destroyed upon expiration or termination of the Contract, the Contractor agrees to notify the Agency with an explanation as to the conditions which make return and/or destruction not possible or feasible. Upon mutual agreement by both parties that the return and/or destruction of the information is not possible or feasible, the Contractor shall make the Agency Information inaccessible. The Contractor shall not use or disclose such retained Agency Information for any purposes other than those expressly permitted by the Agency. The Contractor shall provide to the Agency a detailed description as to the procedures and methods used to make the Agency Information inaccessible no later than thirty (30) days after making the information inaccessible. If the Agency provides written permission for the Contractor to retain the Agency Information in the Contractor’s information systems, the Contractor will extend the protections of this Contract to such information and limit any further uses or disclosures of such information.

**2.9.10 Contractors that are Business Associates.** If the Contractor is the Agency’s Business Associate, and there is a conflict between the Business Associate Agreement and this Section 2.9, the provisions in the Business Associate Agreement shall control.

2.10 Intellectual Property.

**2.10.1 Ownership and Assignment of Other Deliverables.** The Contractor agrees that the State and the Agency shall become the sole and exclusive owners of all Deliverables. The Contractor hereby irrevocably assigns, transfers and conveys to the State and the Agency all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. The Contractor represents and warrants that the State and the Agency shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of the Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary, or affiliate of the Contractor. The Contractor (and Contractor’s employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the Agency and the payment of such royalties or other compensation as the Agency deems appropriate. Unless otherwise requested by the Agency, upon completion or termination of this Contract, the Contractor will immediately turn over to the Agency all Deliverables not previously delivered to the Agency, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors, or affiliates, without the prior written consent of the Agency.

**2.10.2 Waiver.** To the extent any of the Contractor’s rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, the Contractor hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State’s rights in and to the Deliverables.

**2.10.3 Further Assurances.** At the Agency’s request, the Contractor will execute and deliver such instruments and take such other action as may be requested by the Agency to establish, perfect, or protect the State’s rights in and to the Deliverables and to carry out the assignments, transfers and conveyances set forth in Section 2.10, *Intellectual Property*.

**2.10.4 Publications.** Prior to completion of all services required by this Contract, the Contractor shall not publish in any format any final or interim report, document, form, or other material developed as a result of this Contract without the express written consent of the Agency. Upon completion of all services required by this Contract, the Contractor may publish or use materials developed as a result of this Contract, subject to confidentiality restrictions, and only after the Agency has had an opportunity to review and comment upon the publication. Any such publication shall contain a statement that the work was done pursuant to a contract with the Agency and that it does not necessarily reflect the opinions, findings, and conclusions of the Agency.

2.11 Warranties.

**2.11.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law.** Warranties made by the Contractor in this Contract, whether: (1) this Contract specifically denominates the Contractor's promise as a warranty; or (2) the warranty is created by the Contractor's affirmation or promise, by a description of the Deliverables to be provided, or by provision of samples to the Agency, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties that arise through the course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Deliverables provided by the Contractor. With the exception of Subsection 2.11.3, the provisions of this section apply during the Warranty Period as defined in the Contract Declarations and Execution Section.

2.11.2 Contractor represents and warrants that:

**2.11.2.1** All Deliverables shall be wholly original with and prepared solely by the Contractor; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses, and authority necessary to provide the Deliverables to the Agency hereunder and to assign, grant and convey the rights, benefits, licenses, and other rights assigned, granted, or conveyed to the Agency hereunder or under any license agreement related hereto without violating any rights of any third party;

**2.11.2.2** The Contractor has not previously and will not grant any rights in any Deliverables to any third party that are inconsistent with the rights granted to the Agency herein; and

**2.11.2.3** The Agency shall peacefully and quietly have, hold, possess, use, and enjoy the Deliverables without suit, disruption, or interruption.

2.11.3 The Contractor represents and warrants that:

**2.11.3.1** The Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and

**2.11.3.2** The Agency’s use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. The Contractor further represents and warrants there is no pending or threatened claim, litigation, or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. The Contractor shall inform the Agency in writing immediately upon becoming aware of any actual, potential, or threatened claim of or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then the Contractor shall, at the Agency’s request and at the Contractor’s sole expense:

Procure for the Agency the right or license to continue to use the Deliverable at issue;

Replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation;

Modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation; or

Accept the return of the Deliverable at issue and refund to the Agency all fees, charges, and any other amounts paid by the Agency with respect to such Deliverable. In addition, the Contractor agrees to indemnify, defend, protect, and hold harmless the State and its officers, directors, employees, officials, and agents as provided in the Indemnification Section of this Contract, including for any breach of the representations and warranties made by the Contractor in this section.

The warranty provided in this Section 2.11.3 shall be perpetual, shall not be subject to the contractual Warranty Period, and shall survive termination of this Contract. The foregoing remedies provided in this subsection shall be in addition to and not exclusive of other remedies available to the Agency and shall survive termination of this Contract.

**2.11.4** The Contractor represents and warrants that the Deliverables shall:

**2.11.4.1** Be free from material Deficiencies; and

**2.11.4.2** Meet, conform to, and operate in accordance with all Specifications and in accordance with this Contract during the Warranty Period, as defined in the Contract Declarations and Execution Section. During the Warranty Period the Contractor shall, at its expense, repair, correct or replace any Deliverable that contains or experiences material Deficiencies or fails to meet, conform to or operate in accordance with Specifications within five (5) Business Days of receiving notice of such Deficiencies or failures from the Agency or within such other period as the Agency specifies in the notice. In the event the Contractor is unable to repair, correct, or replace such Deliverable to the Agency’s satisfaction, the Contractor shall refund the fees or other amounts paid for the Deliverables and for any services related thereto. The foregoing shall not constitute an exclusive remedy under this Contract, and the Agency shall be entitled to pursue any other available contractual, legal, or equitable remedies. The Contractor shall be available at all reasonable times to assist the Agency with questions, problems, and concerns about the Deliverables, to inform the Agency promptly of any known Deficiencies in any Deliverables, repair and correct any Deliverables not performing in accordance with the warranties contained in this Contract, notwithstanding that such Deliverables may have been accepted by the Agency, and provide the Agency with all necessary materials with respect to such repaired or corrected Deliverable.

**2.11.5** The Contractor represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained, and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable Specification shall be the generally accepted industry standard. So long as the Agency notifies the Contractor of any services performed in violation of this standard, the Contractor shall re-perform the services at no cost to the Agency, such that the services are rendered in the above-specified manner, or if the Contractor is unable to perform the services as warranted, the Contractor shall reimburse the Agency any fees or compensation paid to the Contractor for the unsatisfactory services.

**2.11.6** The Contractor represents and warrants that the Deliverables will comply with all Applicable Law.

**2.11.7** **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Agency will not have any obligations with respect thereto.

2.12 Acceptance of Deliverables.

**2.12.1 Acceptance of Written Deliverables.** For the purposes of this section, written Deliverables means documents including, but not limited to project plans, planning documents, reports, or instructional materials (“Written Deliverables”). Although the Agency determines what Written Deliverables are subject to formal Acceptance, this section generally does not apply to routine progress or financial reports. Absent more specific Acceptance Criteria in the Special Terms, following delivery of any Written Deliverable pursuant to the Contract, the Agency will notify the Contractor whether or not the Deliverable meets contractual specifications and requirements. Written Deliverables shall not be considered accepted by the Agency, nor does the Agency have an obligation to pay for such Deliverables, unless and until the Agency has notified the Contractor of the Agency’s Final Acceptance of the Written Deliverables. In all cases, any statements included in such Written Deliverables that alter or conflict with any contractual requirements shall in no way be considered as changing the contractual requirements unless and until the parties formally amend the Contract.

**2.12.2. Reserved.** (Acceptance of Software Deliverables)

**2.12.3 Notice of Acceptance and Future Deficiencies.** The Contractor’s receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable shall not be construed as a waiver of any of the Agency’s rights to enforce the terms of this Contract or require performance in the event the Contractor breaches this Contract or any Deficiency is later discovered with respect to such Deliverable.

2.13 Contract Administration.

**2.13.1 Independent Contractor.** The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents, and any subcontractors performing under this Contract are not employees or agents of the State or any agency, division, or department of the State simply by virtue of work performed pursuant to this Contract. Neither the Contractor nor its employees shall be considered employees of the Agency or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Contract. The Agency will not withhold taxes on behalf of the Contractor (unless required by law).

**2.13.2 Incorporation of Documents.** To the extent this Contract arises out of a Solicitation, the parties acknowledge that the Contract consists of these contract terms and conditions as well as the Solicitation and the Bid Proposal. The Solicitation and the Bid Proposal are incorporated into the Contract by reference. If the Contractor proposed exceptions or modifications to the Sample Contract attached to the Solicitation or to the Solicitation itself, these proposed exceptions or modifications shall not be incorporated into this Contract unless expressly set forth herein. If there is a conflict between the Contract, the Solicitation, and the Bid Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the Solicitation; (3) the Bid Proposal.

**2.13.3 Intent of References to Bid Documents.** To the extent this Contract arises out of a Solicitation, the references to the parties' obligations, which are contained in this Contract, are intended to supplement or clarify the obligations as stated in the Solicitation and the Bid Proposal. The failure of the parties to make reference to the terms of the Solicitation or the Bid Proposal in this Contract shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the Solicitation and the Contractor’s Bid Proposal. Terms offered in the Bid Proposal, which exceed the requirements of the Solicitation, shall not be construed as creating an inconsistency or conflict with the Solicitation or the Contract. The contractual obligations of the Agency are expressly stated in this document. The Bid Proposal does not create any express or implied obligations of the Agency.

**2.13.4 Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply at all times with all Applicable Law. All such Applicable Law is incorporated into this Contract as of the effective date of the Applicable Law. The Contractor and Agency expressly reject any proposition that future changes to Applicable Law are inapplicable to this Contract and the Contractor’s provision of Deliverables and/or performance in accordance with this Contract. When providing Deliverables pursuant to this Contract the Contractor, its employees, agents, and subcontractors shall comply with all Applicable Law.

**2.13.4.1** The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by Applicable Law. Upon the State’s written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and non-discrimination and accessibility plans and policies regarding services to clients as required under 11 Iowa Admin. Code chapter 121.

**2.13.4.2** In the event the Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in Section 2.13.9, the Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this Section 2.13.4.

**2.13.4.3** Notwithstanding anything in this Contract to the contrary, the Contractor’s failure to fulfill any requirement set forth in this Section 2.13.4 shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend in whole or in part this Contract. The State may further declare the Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

**2.13.4.4** The Contractor, its employees, agents, and subcontractors shall also comply with all Applicable Law regarding business permits and licenses that may be required to carry out the work performed under this Contract.

**2.13.4.5** If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, the Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars, and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation, a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

**2.13.5 Procurement.** The Contractor shall use procurement procedures that comply with all applicable federal, state, and local laws and regulations.

**2.13.6 Non-Exclusive Rights.** This Contract is not exclusive. The Agency reserves the right to select other contractors to provide Deliverables similar or identical to those described in the Scope of Work during the entire term of this Contract, which includes any extensions or renewals thereof.

**2.13.7 Amendments.** This Contract may only be amended by mutual written consent of the parties, with the exception of (1) the Contract end date, which may be extended under the Agency’s sole discretion, and (2) the Business Associate Agreement, which may be modified or replaced on notice pursuant to Section 1.5, *Business Associate Agreement.* Amendments shall be executed on a form approved by the Agency that expressly states the intent of the parties to amend this Contract. This Contract shall not be amended in any way by use of terms and conditions in an Invoice or other ancillary transactional document. To the extent that language in a transactional document conflicts with the terms of this Contract, the terms of this Contract shall control.

**2.13.8 No Third Party Beneficiaries.** There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State and the Contractor.

**2.13.9 Use of Third Parties.** Theprimary bidder shall provide all contract administration, financial administration, reporting, and card processing services for Iowa’s Supplemental Nutrition Assistance Program (SNAP) Electronic Benefits Transfer (EBT) (including the Wireless EBT Project), and Temporary Assistance for Needy Families (TANF) Electronic Payment Card (EPC) programs. These services shall not be performed by a subcontractor. The Agency acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor’s other obligations under this Contract. The Contractor shall notify the Agency in writing of all subcontracts relating to Deliverables to be provided under this Contract prior to the time the subcontract(s) become effective. The Agency reserves the right to review and approve all subcontracts. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all Deliverables provided under this Contract. All restrictions, obligations, and responsibilities of the Contractor under this Contract shall also apply to the subcontractors and the Contractor shall include in all of its subcontracts a clause that so states. The Agency shall have the right to request the removal of a subcontractor from the Contract for good cause.

**2.13.10 Choice of Law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Contract shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Agency or the State of Iowa.

**2.13.11 Assignment and Delegation.** The Contractor may not assign, transfer, or convey in whole or in part this Contract without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment. The Contractor may not delegate any of its obligations or duties under this Contract without the prior written consent of the Agency. The Contractor may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber any payments that may or will be made to the Contractor under this Contract.

**2.13.12 Integration.** This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

**2.13.13 No Drafter.** No party to this Contract shall be considered the drafter of this Contract for the purpose of any statute, case law, or rule of construction that would or might cause any provision to be construed against the drafter.

**2.13.14 Headings or Captions.** The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

**2.13.15 Not a Joint Venture.** Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

**2.13.16 Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation, or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, for any default of activities and obligations, and for any fiscal liabilities.

**2.13.17 Supersedes Former Contracts or Agreements.** This Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the Deliverables to be provided in connection with this Contract.

**2.13.18 Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

**2.13.19 Notice.** With the exception of the Business Associate Agreement, as set forth in Section 1.5, *Business Associate Agreement*, any notices required by the Contract shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party’s Contract Manager as set forth in the Contract Declarations and Execution Section. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party.

Each such notice shall be deemed to have been provided:

At the time it is actually received in the case of hand delivery;

Within one (1) day in the case of overnight delivery, courier or services such as Federal Express with guaranteed next-day delivery; or

Within five (5) days after it is deposited in the U.S. Mail.

**2.13.20 Cumulative Rights.** The various rights, powers, options, elections, and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled.

**2.13.21 Severability.** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

**2.13.22 Time is of the Essence.** Time is of the essence with respect to the Contractor’s performance of the terms of this Contract. The Contractor shall ensure that all personnel providing Deliverables to the Agency are responsive to the Agency’s requirements and requests in all respects.

**2.13.23 Authorization.** The Contractor represents and warrants that:

**2.13.23.1** It has the right, power, and authority to enter into and perform its obligations under this Contract.

**2.13.23.2** It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of this Contract, and this Contract constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.

**2.13.24 Successors in Interest.** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

2.13.25 Records Retention and Access.

**2.13.25.1 Financial Records.** The Contractor shall maintain accurate, current, and complete records of the financial activity of this Contract which sufficiently and properly document and calculate all charges billed to the Agency during the entire term of this Contract, which includes any extensions or renewals thereof, and for a period of at least seven (7) years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven (7) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven (7) year period, whichever is later. The Contractor shall permit the Agency, the Auditor of the State of Iowa or any other authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the Contractor relating to orders, Invoices or payments, or any other Documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor’s books and records. Based on the audit findings, the Agency reserves the right to address the Contractor’s board or other managing entity regarding performance and expenditures. When state or federal law or the terms of this Contract require compliance with the OMB Circular, or other similar provision addressing proper use of government funds, the Contractor shall comply with these additional records retention and access requirements:

**2.13.25.1.1** Records of financial activity shall include records that adequately identify the source and application of funds. When the terms of this Contract require matching funds, cash contributions made by the Contractor and third-party in-kind (property or service) contributions, these funds must be verifiable from the Contractor’s records. These records must contain information pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income, and third-party reimbursements.

**2.13.25.1.2** The Contractor shall maintain accounting records supported by source documentation that may include but are not limited to cancelled checks, paid bills, payroll, time and attendance records, and contract award documents.

**2.13.25.1.3** The Contractor, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the Agency.

**2.13.25.1.4** The Contractor shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring, and evaluating its program.

**2.13.25.2** The Contractor shall retain all non-medical and medical client records for a period of seven (7) years from the last date of service for each patient; or in the case of a minor patient or client, for a period consistent with that established by Iowa Code § 614.1(9), whichever is greater.

**2.13.26 Audits.** Local governments and non-profit subrecipient entities that expend $750,000 or more in a year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of the OMNI Circular, OMB Uniform Guidance: Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. 200. A copy of the final audit report shall be submitted to the Agency if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. If an audit report is not required to be submitted per the criteria above, the subrecipient must provide written notification to the Agency that the audit was conducted in accordance with Government Auditing Standards and that neither the schedule of findings and questioned costs nor the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. See the OMNI Circular, Section 200.330, Subrecipient and Contractor Determinations for a discussion of subrecipient versus contractor (vendor) relationships. The Contractor shall provide the Agency with a copy of any written audit findings or reports, whether in draft or final form, within two (2) Business Days following receipt by the Contractor. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors. **2.13.27** **Reimbursement of Audit Costs.** If the Auditor of the State of Iowa notifies the Agency of an issue or finding involving the Contractor’s noncompliance with laws, rules, regulations, and/or contractual agreements governing the funds distributed under this Contract, the Contractor shall bear the cost of the Auditor’s review and any subsequent assistance provided by the Auditor to determine compliance. The Contractor shall reimburse the Agency for any costs the Agency pays to the Auditor for such review or audit.

**2.13.28 Staff Qualifications and Background Checks.** The Contractor shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors, or anyone acting for or on behalf of the Contractor, are properly licensed, certified, or accredited as required under applicable state law and the Iowa Administrative Code. The Contractor shall provide standards for service providers who are not otherwise licensed, certified, or accredited under state law or the Iowa Administrative Code.

The Agency reserves the right to conduct and/or request the disclosure of criminal history and other background investigation of the Contractor, its officers, directors, shareholders, and the Contractor’s staff, agents, or subcontractors retained by the Contractor for the performance of Contract services.

**2.13.29 Solicitation.** The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage, or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

**2.13.30 Obligations Beyond Contract Term.** All obligations of the Agency and the Contractor incurred or existing under this Contract as of the date of expiration or termination will survive the expiration or termination of this Contract. Contract sections that survive include, but are not necessarily limited to, the following: (1) Section 2.4.2, *Erroneous Payments and Credits*; (2) Section 2.5.5, *Limitation of the State’s Payment Obligations*; (3) Section 2.5.6, *Contractor’s Contract Close-Out Duties*; (4) Section 2.7, *Indemnification*, and all subparts thereof; (5) Section 2.9, *Ownership and Security of Agency Information*, and all subparts thereof; (6) Section 2.10, *Intellectual Property*, and all subparts thereof; (7) Section 2.13.10, *Choice of Law and Forum*; (8) Section 2.13.16, *Joint and Several Liability*; (9) Section 2.13.20, *Cumulative Rights*; (10) Section 2.13.24 *Successors In Interest*; (11) Section 2.13.25, *Records Retention and Access*, and all subparts thereof; (12) Section 2.13.26, *Audits*; (13) Section 2.13.27, *Reimbursement of Audit Costs*; (14) Section 2.13.35, *Repayment Obligation*; and (15) Section 2.13.39, *Use of Name or Intellectual Property*.

**2.13.31 Counterparts.** The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

**2.13.32 Delays or Potential Delays of Performance.** Whenever the Contractor encounters any difficulty which is delaying or threatens to delay the timely performance of this Contract, including but not limited to potential labor disputes, the Contractor shall immediately give notice thereof in writing to the Agency with all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Agency or the State of any rights or remedies to which either is entitled by law or pursuant to provisions of this Contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay. Furthermore, the Contractor will not be excused from failure to perform that is due to a Force Majeure unless and until the Contractor provides notice pursuant to this provision.

**2.13.33 Delays or Impossibility of Performance Based on a Force Majeure.** Neither party shall be in default under the Contract if performance is prevented, delayed, or made impossible to the extent that such prevention, delay, or impossibility is caused by a Force Majeure. If a delay results from a subcontractor’s conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract unless the subcontractor or supplier is prevented from timely performance by a Force Majeure as defined in this Contract.

If a Force Majeure delays or prevents the Contractor’s performance, the Contractor shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by the Agency.

The party seeking to exercise this provision and not perform or delay performance pursuant to a Force Majeure shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events. Dates by which performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

**2.13.34 Right to Address the Board of Directors or Other Managing Entity.** The Agency reserves the right to address the Contractor’s board of directors or other managing entity of the Contractor regarding performance, expenditures, and any other issue the Agency deems appropriate.

**2.13.35 Repayment Obligation.** In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Contractor shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

**2.13.36 Reporting Requirements.** If this Contract permits other State agencies and political subdivisions to make purchases off of the Contract, the Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a report to the Agency on a quarterly basis. The report shall identify all of the State agencies and political subdivisions making purchases off of this Contract and the quantities purchased pursuant to the Contract during the reporting period.

**2.13.37 Immunity from Liability.** Every person who is a party to the Contract is hereby notified and agrees that the State, the Agency, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from the Contractor’s and/or subcontractors’ activities involving third parties and arising from the Contract.

**2.13.38 Public Records.** The laws of the State require procurement and contract records to be made public unless otherwise provided by law.

**2.13.39 Use of Name or Intellectual Property.** The Contractor agrees it will not use the Agency and/or State’s name or any of their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Agency and/or the State.

**2.13.40 Taxes.** The State is exempt from Federal excise taxes, and no payment will be made for any

taxes levied on the Contractor’s employees’ wages. The State is exempt from State and local sales and use taxes on the Deliverables.

**2.13.41 No Minimums Guaranteed.** The Contract does not guarantee any minimum level of purchases or any minimum amount of compensation.

2.14 Contract Certifications.

The Contractor will fully comply with obligations herein. If any conditions within these certifications change, the Contractor will provide written notice to the Agency within twenty-four (24) hours from the date of discovery.

**2.14.1 Certification of Compliance with Pro-Children Act of 1994.** The Contractor must comply with Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the Deliverables are funded by federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law also applies to children’s services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children’s services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where Women, Infants, and Children (WIC) coupons are redeemed.

The Contractor further agrees that the above language will be included in any subawards that contain provisions for children’s services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000.00 per day.

**2.14.2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions**

By signing this Contract, the Contractor is providing the certification set out below:

**2.14.2.1** The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**2.14.2.2** The Contractor shall provide immediate written notice to the Agency if at any time the Contractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

**2.14.2.3** The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Contact the Agency for assistance in obtaining a copy of those regulations.

**2.14.2.4** The Contractor agrees by signing this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency or agency with which this transaction originated.

**2.14.2.5** The Contractor further agrees by signing this Contract that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

**2.14.2.6** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

**2.14.2.7** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**2.14.2.8** Except for transactions authorized under Section 2.14.2.4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**2.14.2.9** The Contractor certifies, by signing this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Contract.

**2.14.3 Restriction on Lobbying.**

This section is applicable to all federally-funded contracts.

Title 45 of the Code of Federal Regulations, Part 93 sets conditions on the use of Federal funds supporting this Contract. The Contractor shall comply with all requirements of CFR Part 93 which is incorporated herein as if fully set forth. No appropriated funds supporting this Contract may be expended by the Contractor for payment of any person for influencing or attempting to influence an employee of the agency (as defined in 5 U.S.C.552(f)), a member of Congress in connection with the award of this Contract, the making of any federal funding grant award connected to this Contract, the making of any Federal loan connected to this Contract, the entering into any cooperative agreement connected to this Contract, and the extension, continuation, or modification of this Contract.

**2.14.3.1** The Contractor shall file with the Agency a certification form, set forth in Appendix A of 45 CFR Part 93, certifying the Contractor, including any subcontractor(s) at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) have not made, and will not make, any payment prohibited under 45 CFR § 93.100.

**2.14.3.2** The Contractor shall file with the Agency a disclosure form, set forth in Appendix B of 45 CFR Part 93, in the event the Contractor or subcontractor(s) at any tier (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) has made or has agreed to make any payment using non-appropriated funds, including profits from any covered Federal action, which would be prohibited under 45 CFR §93.100 if paid for with appropriated funds. All disclosure forms shall be forwarded from tier to tier until received by the Contractor and shall be treated as a material representation of fact upon which all receiving tiers shall rely.

**2.14.3.3** The Contractor shall file with the Agency subsequent disclosure forms at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects the accuracy of the information contained in any disclosure form previously filed. Such events include:

**2.14.3.3.1** A cumulative increase of $25,000 or more in the amount paid or expected to be paid to influence a covered Federal action;

**2.14.3.3.2** A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; and

**2.14.3.3.3** A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

**2.14.3.4** The Contractor may be subject to civil penalties if the Contractor fails to comply with the requirements of 45 CFR Part 93. An imposition of a civil penalty does not prevent the Agency from taking appropriate enforcement actions which may include, but not necessarily be limited to, termination of the Contract.

**2.14.4 Certification Regarding Drug Free Workplace**

**2.14.4.1 Requirements for Contractors Who are Not Individuals.** If the Contractor is not an individual, the Contractor agrees to provide a drug-free workplace by:

**2.14.4.1.1** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;

**2.14.4.1.2** Establishing a drug-free awareness program to inform employees about:

The dangers of drug abuse in the workplace;

The Contractor’s policy of maintaining a drug- free workplace;

Any available drug counseling, rehabilitation, and employee assistance programs; and

The penalties that may be imposed upon employees for drug abuse violations;

**2.14.4.1.3** Making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by Subsection 2.14.4.1.1;

**2.14.4.1.4** Notifying the employee in the statement required by Subsection2.14.4.1.1that as a condition of employment on such contract, the employee will:

Abide by the terms of the statement; and

Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

**2.14.4.1.5** Notifying the contracting agency within ten (10) days after receiving notice under the second unnumbered bullet of Subsection 2.14.4.1.4 from an employee or otherwise receiving actual notice of such conviction;

**2.14.4.1.6** Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and

**2.14.4.1.7** Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**2.14.4.2 Requirement for Individuals.** If the Contractor is an individual, by signing the Contract, the Contractor agrees not to engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Contract.

**2.14.4.3 Notification Requirement.** TheContractor shall, within thirty (30) days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii)**:**

**2.14.4.3.1** Take appropriate personnel action against such employee up to and including termination; or

**2.14.4.3.2** Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

**2.14.5 Conflict of Interest.** The Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the Agency that is a conflict of interest. No employee, officer, or agent of the Contractor or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code chapter 68B shall apply to this Contract. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties.

In the event the Contractor becomes aware of any circumstances that may create a conflict of interest the Contractor shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict. The Contractor shall promptly, fully disclose and notify the Agency of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. Such notification shall be submitted to the Agency in writing within seven (7) Business Days after the conflict or appearance of conflict is discovered.

In the event the Agency determines that a conflict or appearance of a conflict exists, the Agency may take any action that the Agency determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:

**2.14.5.1** Exercising any and all rights and remedies under the Contract, up to and including terminating the Contract with or without cause; or

**2.14.5.2** Directing the Contractor to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict or interest; or

**2.14.5.3** Taking any other action the Agency determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.

The Contractor shall be liable for any excess costs to the Agency as a result of the conflict of interest.

**2.14.6 Certification Regarding Sales and Use Tax.** By executing this Contract, the Contractor certifies it is either (1) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (2) not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code § 423.1(42) and (43). The Contractor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

**2.14.7Certification Regarding Iowa Code Chapter 8F.** If the Contractor is or becomes subject to Iowa Code chapter 8F during the entire term of this Contract, which includes any extensions or renewals thereof, the Contractor shall comply with the following:

**2.14.7.1** As a condition of entering into this Contract, the Contractor shall certify that it has the information required by Iowa Code § 8F.3 available for inspection by the Agency and the Legislative Services Agency.

**2.14.7.2** The Contractor agrees that it will provide the information described in this section to the Agency or the Legislative Services Agency upon request. The Contractor shall not impose a charge for making information available for inspection or providing information to the Agency or the Legislative Services Agency.

**2.14.7.3** Pursuant to Iowa Code § 8F.4, the Contractor shall file an annual report with the Agency and the Legislative Services Agency within ten (10) months following the end of the Contractor’s fiscal year (unless the exceptions provided in Iowa Code § 8F.4(1)(b) apply). The annual report shall contain:

**2.14.7.3.1** Financial information relative to the expenditure of state and federal moneys for the prior year pursuant to this Contract. The financial information shall include but is not limited to budget and actual revenue and expenditure information for the year covered.

**2.14.7.3.2** Financial information relating to all service contracts with the Agency during the preceding year, including the costs by category to provide the contracted services.

**2.14.7.3.3** Reportable conditions in internal control or material noncompliance with provisions of laws, rules, regulations, or contractual agreements included in external audit reports of the Contractor covering the preceding year.

**2.14.7.3.4** Corrective action taken or planned by the Contractor in response to reportable conditions in internal control or material noncompliance with laws, rules, regulations, or contractual agreements included in external audit reports covering the preceding year.

**2.14.7.3.5** Any changes in the information submitted in accordance with Iowa Code §8F.3

**2.14.7.3.6** A certification signed by an officer and director, two directors, or the sole proprietor of the Contractor, whichever is applicable, stating the annual report is accurate and the recipient entity is in full compliance with all laws, rules, regulations, and contractual agreements applicable to the recipient entity and the requirements of Iowa Code chapter 8F.

**2.14.7.3.7** In addition, the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Contract. Any compliance documentation, including but not limited to certifications, received from subcontractors by the Contractor shall be forwarded to the Agency.

**2.14.8 Food and Nutrition Services Funded Contract.** The contractor shall comply with the requirements of the USDA’s regulation regarding nondiscrimination (7 CFR parts 15, 15b), Title VI of the Civil Rights Act of 1964 (Public Law 83-352), section 11(c) of the Food Stamp Act of 1977, as amended, the Food Stamp Act of 1977, as amended, the Age Discrimination, Act of 1975 (Public Law 95-135) and the Rehabilitation Act of 1973 (Public Law 93-112, section 504) and all requirements imposed by regulations issued pursuant to these Acts by the Department of Agriculture to the effect that, no person in the United States shall, on the grounds of race, color, age, political belief, religion, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under the Food Stamp Program.

SECTION 3. SPECIAL CONTRACT ATTACHMENTS

**Contract Attachment 1** – Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

**Contract Attachment 2** – Americans with Disabilities Act 28 CFR Part 35, Title II, Subtitle A.

SECTION 3. CONTRACT ATTACHMENT 1

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR 200, Subpart F, Appendix II).

SECTION 3. CONTRACT ATTACHMENT 2

Americans with Disabilities Act (28 C.F.R 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.

Attachment G: SNAP EBT Waiver Descriptions

In June 2016, FNS granted approval of two waivers for the Iowa SNAP program, resulting in a more effective and efficient administration of SNAP. The waivers allow the Agency to:

1. Waive encryption of the Personal Identification Number (PIN) at the point of entry and to allow PIN selection through the Interactive Voice Response (IVR); and
2. Waive the requirement that a hold be placed on recipient accounts when a retailer initiates an adjustment, provide households 15 calendar days to request a fair hearing; and allow 15 calendar days for the Agency to act on all household debit adjustments.

Attachment G contains the approval letters for the two waivers.

Attachment H: EBT Interface Layouts

Attachment H contains the EBT interface file formats for the Agency to Contractor interfaces.

Attachment I: EPC Interface Layouts

Attachment I contains the EBT interface file formats for the Agency to Contractor interfaces.

Attachment J: Anti-Fraud Locator of EBT Retailer Transaction (ALERT) File Layout

Attachment J contains the layout for the FNS Anti-Fraud Locator of EBT Retailer Transaction (ALERT) file.

Attachment K: Account Management Agent (AMA) File

Attachment K contains the layout for the FNS Account Management Agent (AMA) file.

Attachment L: Retailer Electronic Benefits Transfer Data Exchange (REDE) File

Attachment L contains the layout for the FNS Retailer Electronic Benefits Transfer Data Exchange (REDE) file.

Attachment M: Store Tracking and Redemption Subsystem (STARS) File

Attachment M contains the layout for the FNS Store Tracking and Redemption Subsystem (STARS) file.

Attachment N: EBT Retailer Statistics

Attachment N contains the EBT retailer statistics for Iowa EBT.

Attachment O: EBT Call Center Statistics

Attachment O contains EBT call center statistics.

Attachment P: EBT Caseload Statistics

Attachment P contains EBT caseload statistics.

**Attachment Q: EBT Card Issuance and Replacement Data**

Attachment Q contains EBT Card Issuance and Replacement Data.

**Attachment R: EPC Call Center Statistics**

Attachment R contains EPC call center statistics.

**Attachment S: EPC Caseload Statistics**

Attachment S contains EPC caseload statistics.

**Attachment T: Wireless EBT Project Statistics.**

Attachment T contains Wireless EBT Project Statistics.