

REQUEST FOR PROPOSAL

**Department of Children and Family Services
Electronic Benefits Transfer**



RFP #: 3000010882

**PROPOSAL DUE DATE/TIME: NOVEMBER 8, 2018
4:30PM**

**State of Louisiana
Office of State Procurement**

(August 8, 2018)

TABLE OF CONTENTS

<i>PART I: ADMINISTRATIVE AND GENERAL INFORMATION</i>	7
<i>1.1 Background</i>	7
<i>1.1.1 Purpose</i>	8
<i>1.1.2 Goals and Objectives</i>	<i>Error! Bookmark not defined.</i>
<i>1.2 Definitions</i>	8
<i>1.3 Schedule of Events</i>	12
<i>1.4 Proposal Submission</i>	13
<i>1.4.1 Mandatory and Desirable Qualification for Proposer</i>	13
<i>1.5 Proposal Format</i>	14
<i>1.5.1 Number of Copies of Proposals</i>	20
<i>1.5.2 Legibility/Clarity</i>	20
<i>1.6 Confidential Information, Trade Secrets, and Proprietary Information</i>	20
<i>1.7 Proposal Clarifications Prior to Submittal</i>	21
<i>1.7.1 Pre-proposal Conference</i>	<i>Error! Bookmark not defined.</i>
<i>1.7.2 Proposer Inquiries</i>	21
<i>1.8 Errors and Omissions in Proposal</i>	22
<i>1.9 Changes, Addenda, Withdrawals</i>	22
<i>1.10 Withdrawal of Proposal</i>	22
<i>1.11 Waiver of Administrative Informalities</i>	22
<i>1.12 Proposal Rejection/RFP Cancellation</i>	22
<i>1.13 Ownership of Proposal</i>	22
<i>1.14 Cost of Offer Preparation</i>	23
<i>1.15 Taxes</i>	23
<i>1.16 Determination of Responsibility</i>	23
<i>1.17 Use of Subcontractors</i>	23
<i>1.18 Written or Oral Discussions/Presentations</i>	24
<i>1.18.1 Best and Final Offers (BAFO)</i>	25
<i>1.19 Acceptance of Proposal Content</i>	25
<i>1.20 Evaluation and Selection</i>	25
<i>1.21 Contract Award and Execution</i>	25
<i>1.22 Notice of Intent to Award</i>	26
<i>1.23 Right to Prohibit Award</i>	26
<i>1.24 Insurance Requirements</i>	27
<i>1.25 Indemnification and Limitation of Liability</i>	28
<i>1.26 Payment</i>	29
<i>1.27 Termination</i>	29
<i>1.27.1 Termination of the Contract for Cause</i>	29
<i>1.27.2 Termination of the Contract for Convenience</i>	30
<i>1.27.3 Termination for Non-Appropriation of Funds</i>	30
<i>1.28 Assignment</i>	30
<i>1.29 Audit of Records</i>	30
<i>1.30 Civil Rights Compliance</i>	30
<i>1.31 Prohibition of Discriminatory of Boycotts of Israel</i>	
<i>1.31 Record Ownership</i>	31

<u>1.32</u>	<u>Entire Agreement/ Order of Precedence.....</u>	<u>31</u>
<u>1.33</u>	<u>Contract Changes</u>	<u>31</u>
<u>1.34</u>	<u>Substitution of Personnel.....</u>	<u>31</u>
<u>1.35</u>	<u>Governing Law.....</u>	<u>32</u>
<u>1.36</u>	<u>Claims or Controversies</u>	<u>32</u>
<u>1.37</u>	<u>Code of Ethics.....</u>	<u>32</u>
<u>1.38</u>	<u>Corporate Requirements.....</u>	<u>32</u>
<u>1.39</u>	<u>Outsourced Key Controls.....</u>	<u>32</u>
PART II:	SCOPE OF WORK/SERVICES.....	35
<u>2.1</u>	<u>Overview.....</u>	<u>35</u>
<u>2.2</u>	<u>Period of Agreement</u>	<u>Error! Bookmark not defined.</u>
	<u>2.3 Tasks and Services</u>	<u>35</u>
<u>2.3.1</u>	<u>Key Personnel.....</u>	<u>35</u>
<u>2.3.2</u>	<u>Project Management.....</u>	<u>36</u>
<u>2.3.3</u>	<u>Schedule of Tasks.....</u>	<u>37</u>
	<u>2.3.3.1 Design Phase</u>	<u>37</u>
	<u>2.3.3.2 Development Phase.....</u>	<u>37</u>
	<u>2.3.3.3 Transition/Implementation Phase.....</u>	<u>40</u>
<u>2.4</u>	<u>Deliverables</u>	<u>40</u>
<u>2.6</u>	<u>Scope of Work Elements.....</u>	<u>41</u>
<u>2.6.1</u>	<u>Household Accounts.....</u>	<u>41</u>
	<u>2.6.1.1. Case Identification Numbers.....</u>	<u>41</u>
	<u>2.6.1.2. Case Authorization and Maintenance.....</u>	<u>41</u>
	<u>2.6.1.3. Authorization File Transmission.....</u>	<u>42</u>
	<u>2.6.1.4. Account Maintenance.....</u>	<u>42</u>
	<u>2.6.1.5. Availability Dates.....</u>	<u>42</u>
<u>2.6.2</u>	<u>Benefit Access</u>	<u>43</u>
	<u>2.6.2.1 Providing Benefits to Households.....</u>	<u>43</u>
	<u>2.6.2.2 Card Issuance</u>	<u>43</u>
	<u>2.6.2.3 Card Specifications.....</u>	<u>43</u>
	<u>2.6.2.4 Card File.....</u>	<u>44</u>
	<u>2.6.2.5 Personal Identification Number.....</u>	<u>44</u>
	<u>2.6.2.6 Issuance of Benefits.....</u>	<u>45</u>
	<u>2.6.2.7 Same-Day Benefits Issuance.....</u>	<u>46</u>
	<u>2.6.2.8 Benefit Carryover.....</u>	<u>46</u>
	<u>2.6.2.9 Stale or Dormant Benefits.....</u>	<u>46</u>
	<u>2.6.2.10 Cash Access</u>	<u>46</u>
	<u>2.6.2.11 Direct Deposit.....</u>	<u>47</u>
	<u>2.6.2.12 POS SNAP Access.....</u>	<u>47</u>
	<u>2.6.2.13 Out-of-State Transactions.....</u>	<u>47</u>
	<u>2.6.2.14 Fair Hearings/Disputes/Court Proceedings.....</u>	<u>47</u>
	<u>2.6.2.15 Program Integrity/Investigation of Abuses.....</u>	<u>48</u>
<u>2.6.3</u>	<u>Transaction Processing</u>	<u>48</u>
	<u>2.6.3.1 EBT Host Access.....</u>	<u>49</u>
	<u>2.6.3.2 System Ease of Use</u>	<u>49</u>
	<u>2.6.3.3 Processing Standards.....</u>	<u>50</u>

2.6.3.4	<i>Back Up Procedures for SNAP Purchases</i>	50
2.6.3.5	<i>Liability for Off-Line POS Transactions</i>	50
2.6.3.6.	<i>Alternate Procedures</i>	51
2.6.3.7	<i>System Availability</i>	51
2.6.3.8	<i>Adjustments</i>	52
2.6.3.9	<i>Refunds</i>	52
2.6.3.10	<i>Balance Information</i>	52
<u>2.6.4</u>	<u><i>Retailer Management</i></u>	<u>53</u>
2.6.4.1	<i>Retailer Data Base Requirements</i>	53
2.6.4.2	<i>POS Terminal Requirements</i>	53
2.6.4.3	<i>POS Software Requirements</i>	54
2.6.4.4	<i>POS Communications</i>	55
2.6.4.5	<i>POS Terminal Deployment</i>	55
2.6.4.6	<i>Equipment Maintenance and Replacement</i>	55
2.6.4.7	<i>Retailer Participation</i>	56
2.6.4.8	<i>Retailer and Agency Customer Service</i>	57
<u>2.6.5</u>	<u><i>Settlement</i></u>	<u>61</u>
2.6.5.1	<i>Crediting Retailers and Financial Institutions for Redeemed Benefits</i>	61
2.6.5.2	<i>Settlement Processes</i>	61
2.6.5.3	<i>AMA/ASAP</i>	62
2.6.5.4	<i>TANF Special Provisions</i>	63
2.6.5.5	<i>SNAP Special Provisions</i>	63
<u>2.6.6</u>	<u><i>Interface Requirements</i></u>	<u>64</u>
2.6.6.1.	<i>Agency Interface</i>	64
2.6.6.2	<i>Retailer Interface</i>	65
2.6.6.3	<i>Benefit Redemption Systems Branch Interface</i>	65
2.6.6.4	<i>ALERT System Interface</i>	65
2.6.6.5	<i>FNS REDE System Interface</i>	65
<u>2.6.7</u>	<u><i>Client Call Center</i></u>	<u>65</u>
2.6.7.1	<i>Functional Requirements</i>	66
2.6.7.2	<i>Operational Requirements</i>	70
2.6.7.3	<i>Performance Requirements</i>	71
<u>2.6.8</u>	<u><i>Security</i></u>	<u>72</u>
2.6.8.1	<i>Segregation of Duties</i>	72
2.6.8.2	<i>Contingency Plan for System Security</i>	72
2.6.8.3	<i>Personal Identification Number (PIN)</i>	73
2.6.8.4.	<i>Risk Analysis</i>	73
2.6.8.5	<i>Agency EBT System Integrity</i>	73
2.6.8.6	<i>Administrative Terminal Security</i>	73
2.6.8.7	<i>Security Plan</i>	74
2.6.8.8	<i>Host Disaster Recovery – Manual and Alternate Procedures</i>	74
2.6.8.9	<i>Administrative and Operational Procedures</i>	74
<u>2.6.9</u>	<u><i>Reports</i></u>	<u>74</u>
<u>2.6.10</u>	<u><i>Disaster Response</i></u>	<u>76</u>
2.6.10.1	<i>Federally Declared Disaster SNAP Program</i>	76
2.6.10.2	<i>Replacement of Disaster Card Stock</i>	76

<i>PART III: EVALUATION</i>	77
3.1 <i>Evaluation Committee</i>	77
3.2 <i>Evaluation Procedures</i>	77
3.3 <i>Evaluation Criteria</i>	77
3.4 <i>Rating the Proposals</i>	79
3.5 <i>Final Selection</i>	79
<i>PART IV: PERFORMANCE STANDARDS</i>	80
4.1 <i>Performance Requirements</i>	80
4.2 <i>Performance Measurement/Evaluation</i>	80
<i>ATTACHMENT I: CERTIFICATION STATEMENT</i>	83
<i>ATTACHMENT II: SAMPLE CONTRACT</i>	85
1 <i>SCOPE OF SERVICES</i>	85
1.1 <i>CONCISE DESCRIPTION OF SERVICES</i>	85
1.2 <i>STATEMENT OF WORK</i>	85
Contractor will provide services as set forth in the RFP.....	85
1.2.1. <i>GOALS AND OBJECTIVES</i>	85
1.2.2. <i>PERFORMANCE MEASURES</i>	85
1.2.3. <i>MONITORING PLAN</i>	89
1.2.4. <i>DELIVERABLES</i>	89
1.2.5. <i>SUBSTITUTION OF KEY PERSONNEL</i>	89
2 <i>ADMINISTRATIVE REQUIREMENTS</i>	89
2.1 <i>TERM OF CONTRACT</i>	89
2.2 <i>STATE FURNISHED RESOURCES</i>	89
2.3 <i>TAXES</i>	90
3 <i>COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT</i>	90
3.1 <i>PAYMENT TERMS</i>	90
4 <i>TERMINATION</i>	91
4.1 <i>TERMINATION FOR CAUSE</i>	91
4.2 <i>TERMINATION FOR CONVENIENCE</i>	92
4.3 <i>TERMINATION FOR NON-APPROPRIATION OF FUNDS</i>	92
5 <i>INDEMNIFICATION AND LIMITATION OF LIABILITY</i>	93
6 <i>CONTRACT CONTROVERSIES</i>	94
7 <i>FUND USE</i>	94
8 <i>ASSIGNMENT</i>	94
9 <i>RIGHT TO AUDIT</i>	94
10 <i>CONTRACT MODIFICATION</i>	94
11 <i>CONFIDENTIALITY OF DATA</i>	95
12 <i>SUBCONTRACTORS</i>	95
13 <i>COMPLIANCE WITH CIVIL RIGHTS LAWS</i>	95
14 <i>PROHIBITION OF DISCRIMINATORY OF BOYCOTTS OF ISRAEL</i>	100
16 <i>APPLICABLE LAW</i>	99
17 <i>CODE OF ETHICS</i>	99
18 <i>SEVERABILITY</i>	99
19 <i>INDEPENDENT ASSURANCES</i>	99
20 <i>COMPLETE CONTRACT</i>	99
21 <i>ENTIRE AGREEMENT & ORDER OF PRECEDENCE</i>	100

ATTACHMENT III: Cost Schedule 102
ATTACHMENT IV: Louisiana Caseload Information..... 105
ATTACHMENT V: Louisiana Call Volume 106
ATTACHMENT VI: Office of Technology Services Overview..... 107
ATTACHMENT VII: Waivers 121
ATTACHMENT VII: Corporate and Government Contract Experience..... 1311
ATTACHMENT VIII: Electronic Vendor Payment Solution.....132

**REQUEST FOR PROPOSAL
FOR
Department of Children and Family Services
Electronic Benefits Transfer**

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

DCFS is one of the administrative departments within the Executive Branch of state government in Louisiana. The administrative head of the department is the Secretary, who is appointed by the Governor. DCFS is seeking qualified bidder to support and improve the delivery of EBT for DCFS

EBT is the automated issuance, delivery, redemption, settlement, and reconciliation of Louisiana's food and cash assistance program benefits. Louisiana has 411,399 SNAP cases with monthly benefit issuance of approximately \$110 million. There are 5,831 TANF cases with a monthly benefit issuance of approximately \$1.7 million. The contractor will be expected to serve the Louisiana SNAP and TANF caseloads regardless of the volume. These caseload numbers are subject to change during the life of the contract. The agency will not guarantee a minimum or maximum for SNAP and TANF caseloads. Historical information on the types and numbers of calls that are handled by the Client Call Center is presented in Attachment V.

The Louisiana EBT system now has approximately 60 EBT-Only retailers operating approximately 60 state-deployed terminals. Current settlement data indicates that approximately \$121,534,334 a month is redeemed at Louisiana retailers. Historical information on the number of retailer calls that were handled is presented in Attachment V.

Approximately 411,399 cardholders currently participate in the EBT project. Benefits are redeemed in approximately 4,643,842 transactions monthly. The agency is providing the average number of replacement cards issued each month as 22,746.

The initial statewide implementation of EBT Services for food and cash assistance benefits was completed in 1997. In July 2010, Louisiana entered into its third EBT Services Contract with its current EBT contractor, Conduent State & Local Solutions, Inc., which was formerly known as ACS State & Local Solutions, Inc.

The State does not own or operate its Louisiana EBT system and associated EBT-related services (such as the 24/7 Cardholder and Retailer Call Centers, card production and mailings services, equipment deployment, etc.). Instead, the State, like most other states in the nation, purchases EBT Services. The EBT Contractor will have to customize its EBT system and other services for Louisiana.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from bona fide, qualified Proposers who are interested in providing a total EBT solution to provide all services and functionality described in this RFP.

1.1.2 Goals and Objectives

Department of Children and Family Services (DCFS) is seeking a turn-key EBT system that will provide for benefit delivery of Supplemental Nutrition Assistance Program (SNAP) and Temporary Assistance to Needy Families (TANF) assistance utilizing magnetic-stripe cards in accordance with the specifications prescribed in this document. This should be accomplished in the most cost effective and recipient-oriented manner.

An expansion of EBT Services in other government programs is possible. The Proposer selected as a result of this procurement must be willing and capable of supporting any additional state and federal programs mandated by state or federal laws. Costs will be negotiated for programs added subsequent to award, taking into consideration factors such as caseload, hardware requirements, software requirements and expected transaction volume. If the Proposer has experience in providing EBT services in additional programs, this experience should be included within their past performance section of the RFP response.

Term of Contract

This contract shall begin on July 1, 2020 and shall end on June 30, 2026. State shall have the right to contract for and initial period of 6 years with two possible 2-year extensions for a potential total of 10 years with the concurrence of the Contractor and all appropriate approvals.

1.2 Definitions

- A. ACH - Automated Clearing House- A network of financial institutions that facilitates electronic transfers. This system makes direct deposits, some bank transfers, and some online bill payments possible.
- B. Active Case - Any case, by type (TANF or SNAP), in which a benefit has been deposited and made available during the calendar month.
- C. ADA - Americans with Disabilities Act
- D. Adjustments - Debits or credits to recipient or retailer accounts to correct errors that occur due to system malfunctions.
- E. Administrative Terminal – An input/output device to be made available to local DCFS offices and designated state offices and federal offices. The device will perform the functions of standard data terminal equipment for communications to and from the contractor's computer system.
- F. Agency - Department of Children and Family Services, Division of Family Support

- G. ALERT System - Anti-Fraud Locator of EBT Retailer Transaction System - Federal subsystem used for detecting retailer fraud.
- H. AMA - Account Management Agent- Supports the activities of the Federal Reserve Bank of Richmond's operations in providing Automated Standard Application for Payments (ASAP) management services.
- I. ANSI - American National Standards Institute- U.S. standards group responsible for issuing U.S. standards and maintaining consistency with similar international standards.
- J. ARU - Automated Response Unit- Computer peripheral that accepts data from touch-tone telephones and responds with synthesized voice commands and information. Used in an EBT system to provide balance information or to authorize manual transactions. Can respond to dial telephones and provide human response.
- K. ASAP - Automated Standard Application for Payments- A payment and information system providing a single point of contact for the request and delivery of Federal funds. ASAP was developed by the Financial Management Service of the U.S. Treasury and the Federal Reserve Bank of Richmond.
- L. ATM - Automated Teller Machine - Machine installed by a financial institution which reads a financial transaction card and permits the cardholder to make banking transactions.
- M. Authorization Agreement – An agreement between the EBT contractor and an EFT network to allow transaction switching through the network.
- N. Business Day - A 24-hour period ending at a time mutually agreed upon by the contractor and DCFS. The end of the business day will designate that time at which system settlement will occur.
- O. Client Call Center – Help desk for resolution of client issues.
- P. Contractor – Any person having a contract with a governmental body; the selected Proposer.
- Q. Cross-Domain - This is the ability for networked devices defined in one host mainframe processor to logon to applications running on another host mainframe. These terminals/PCs must be defined to both host mainframes.
- R. CSR - Customer Service Representative - Call Center staff member who assists clients.
- S. Direct Deposit - The process that results in electronic depositing of funds to a bank account.
- T. Discussions – For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- U. DCFS – Department of Children and Family Services

- V. DOA – Department of Administration
- W. Dormant/Stale Account - A benefit account which has not had a financial transaction for 90 days or more.
- X. EBT - Electronic Benefits Transfer - System by which funds are transferred for the payment of benefits via point-of-sale technology.
- Y. EFT - Electronic Funds Transfer – Transfer of funds electronically rather than by check or cash.
- Z. ES – Division of Economic Stability
- AA. Evaluation Committee – Selected staff from Louisiana state agencies that will evaluate all proposals received in response to the RFP.
- BB. FAMIS - Family Assistance Management Information System - The automated state system, meeting federal requirements for automated TANF systems, that contains TANF, SNAP and other recipient eligibility, financial, and demographic information.
- CC. FNS - Food and Nutrition Service – The Federal Agency within the United States Department of Agriculture responsible for administering the SNAP Program.
- DD. FFP - Federal Financial Participation – The percent of state expenditures to be reimbursed by the federal government for certain costs associated with providing assistance and the administration and development of automated systems.
- EE. Federal Reserve System – U.S. federal banking system that is under the control of a central board of governors with a central bank in each of the twelve districts.
- FF. FTP - File Transfer Protocol is a process by which data is transferred from one computer to another over the Internet, or through a network.
- GG. HHS – Department of Health and Human Services
- HH. Household - One or more eligible individual(s) usually sharing family membership and eligibility classification, (i.e. mother and child).
- II. Interoperability and Portability Act of 2000 – Legislation which provides for the use of EBT access cards across state lines.
- JJ. IRS – Internal Revenue Service
- KK. ISO - International Standards Organization - Group responsible for coordinating international standards, including financial processing standards.
- LL. Inquiry - A transaction which requests that certain information from the data base be shown on a terminal screen and/or involving hard copy printout.
- MM. IVR - Interactive Voice Response - ARU with voice recognition software

- NN. LAMI - Louisiana Automated Management Information – The state’s FAMIS system.
- OO. May and Can – The terms “may” and “can” denote an advisory or permissible action.
- PP. Merchant – A FNS authorized retailer
- QQ. Must - The term “must” denotes mandatory requirements.
- RR. Off-the-Shelf Software – Proprietary software provided at established catalogue or market prices and sold or leased to the general public.
- SS. OIG – Office of Inspector General
- TT. OSP – Office of State Procurement
- UU. PAN – Primary Account Number – Number on the EBT card that identifies an individual EBT account.
- VV. PIN – Personal Identification Number – A four-digit code selected by the cardholder to uniquely identify the cardholder at a point of service.
- WW. PIN pad - A small keyboard device which is connected to POS and allows for PIN entry by recipient.
- XX. POS - Point-of-Sale - Equipment and systems that electronically debit recipients' EBT accounts as a sale transaction is performed.
- YY. Project Director – The Louisiana project contact person who is responsible for coordinating all activities for the Louisiana EBT system.
- ZZ. Project Chief/Manager – Individual employed by the EBT contractor responsible for contractor activities for the Louisiana EBT system.
- AAA. Proposal - The Proposer's response to the RFP.
- BBB. Proposer – A firm or individual who responds to this RFP.
- CCC. Proprietary Software – Software that is entitled to copyright protection, and was created without federal, state, or local government funding.
- DDD. Recipient - A person who receives cash assistance and/or SNAP and/or TANF assistance in accordance with eligibility regulations.
- EEE. REDE File – Retailer EBT Data Exchange – A subsystem that facilitates the exchange of retailer data between FNS and EBT processors.
- FFF. Retailer Call Center – Help desk operated by the contractor for resolving issues with retailers or third-party processors regarding settlement or adjustment.

GGG. RFP – Request for Proposal

HHH. Shall and Will – The terms “shall” and “will” denote mandatory requirements

III. Should – The term “should” denotes a desirable action.

JJJ. SNAP - Supplemental Nutrition Assistance Program - Federally financed program that enables individuals and households to purchase food items to maintain nutritionally adequate diets.

KKK. SSI – Supplemental Security Income – A federal program that provides money payments to eligible aged, blind or disabled individuals.

LLL. State- The State of Louisiana.

MMM. State-Deployed Terminals – Point-of-Sale terminals provided at no cost to the retailer.

NNN. Store-and-Forward – The capability of POS equipment to electronically store transactions and to transmit the data upon request at a later time.

OOO. TANF – Temporary Assistance for Needy Families cash benefits program

PPP. Transaction – A specific set of input data that initiates specific actions in the EBT system.

QQQ. Update - The process by which information is either added, changed or deleted from a computer system.

RRR. USDA – United States Department of Agriculture – The federal department which oversees SNAP.

SSS. VPN - Virtual Private Network- a communications network tunneled through another network, and dedicated for a specific network. One common application is secure communications through the public Internet, but a VPN need not have explicit security features, such as authentication or content encryption.

1.3 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	(August 8, 2018)
Deadline for receipt of Written inquiries	(September 7, 2018)
Issue responses to written inquiries	(October 5, 2018)
Deadline for receipt of proposals	(November 8, 2018)
Announce award of contractor selection	(January 11, 2019)
Contract execution	(June 30, 2019)

NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.

1.4 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in this section. The proposal must be received in hard copy (printed) version and one electronic copy on flash drive by the RFP Coordinator on or before 4:30 PM Central Standard Time on the date specified in the Schedule of Events found in Section 1.3. FAX or e-mail submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer's expense to:

Michael Morris, Program Manager 3
Department of Children and Family Services
Systems, Research and Analysis Section
P.O. Box 94065
Baton Rouge, LA 70804-4065

For courier delivery, the street address is 627 North 4th St., Rm 8-303 Baton Rouge, LA 70802 and the telephone number is 225-342-3535. It shall be solely the responsibility of each Proposer to ensure that its proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

1.4.1 Mandatory and Desirable Qualification for Proposer

Proposers must meet or exceed the following qualifications prior to the deadline for receipt of proposals:

Proposer must meet the mandatory requirements as listed in this RFP. Proposers must be a responsible proposer. Proposers should provide evidence of fiscal soundness such as evidence of their financial volume, profitability, stability, and capacity for operating an EBT system according to the scope of work described in this RFP.

1.4.2 Desirable Qualifications:

It is desirable that Proposers should meet the following qualifications prior to the deadline for receipt of proposals.

- Proposers should have prior experience working on projects similar in size, scope, and function to the proposed contract.
- Proposers should have experience with EBT, electronic funds transfer, debit cards or bankcard technology, call center operations and management, and retailer management.

1.5 Proposal Format

Proposers are strongly encouraged to provide the information as requested in Sections 1.5 A – E (1) and 1.5 F-J below. This information is needed to rate the technical portion of the proposal.

NOTE: The information requested in E (2) is REQUIRED to be submitted with the proposal. Failure to submit this information with the proposal shall cause the proposal to be deemed unresponsive and will not be considered for evaluation.

- A. **Cover Letter:** A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.
- B. **Table of Contents:** The proposal should be organized in the order contained herein.
- C. **Executive Summary:** This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, response date, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of 180 calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in Attachment II, Sample Contract, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

- D. **Company Background and Experience:**

The Proposers should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of independent, certified audits for the two most recent years. The financial statements submitted should contain convincing evidence of the Proposer's financial volume, profitability, stability, and capacity for operating an EBT system according to the scope of work described in this RFP.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. The experience described should be pertinent and should address prior and current experience with EBT, electronic funds transfer, debit cards or bank card technology, call center operations and management, and retailer management. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers. These

references may include work with the federal government. See **Attachment VII** of this RFP for the form provided for this purpose.

If subcontractors will be used, the Proposer should clearly identify any subcontractor arrangements. The Proposer should provide the same information regarding the subcontractor's company as is requested for the Proposer's company.

Proposers should clearly describe their ability to meet or exceed the qualifications described in **Section 1.4.1 and 1.4.2**.

- E. **Approach and Methodology**: Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge, and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

(1) Requested Information

The Proposer should provide the following information:

- Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the agency.
- Proposer should define its functional approach in providing the services. Proposer should explain how each Task and Service will be performed (this should take into account project phasing, use of tools, technologies, etc.) Proposer should describe the approach to Project Management and Quality Assurance.
- Proposer should provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, staffing. Work Plan should address system requirements and hardware installations
- If subcontractors are used, Proposer should describe what roles they will play.
- Proposer should define its approach implementing this system within the State agency's infrastructure and identifying issues that would prevent or impair implementation or operation across the agency's IT environment.
- Proposer should identify areas of project risk and procedures to mitigate these risks.
- Proposer should specifically address the following issues:
 1. The Proposer should describe their solution to same-day benefit authorization, and the solution should require minimal interaction or use of the agency's central computer.
 2. The Proposer should describe as part of their response any reports other than those listed in Section 2.6.10 for monitoring the availability or reliability of the EBT system.
 3. The Proposer should identify ideas or methods to prevent the relocation and/or replacement of government supplied equipment for the purpose of violating the program, and to monitor such abuses if they occur.

4. For retailers with an average of less than \$100 per month in SNAP redemptions, the Proposer must offer a viable electronic solution to transaction processing. Proposer should describe the solution offered.
5. Proposals should contain a plan for providing cash access at retailers with state-deployed devices.
6. DCFS encourages the Proposer to suggest innovative solutions available to expand the use of electronic POS messaging.
7. For both Retailer and Client Call Centers, the Proposer shall provide services in English, Vietnamese and Spanish for the ARU/IVR, and may offer services in additional languages if offered at no additional cost to the agency. In their response, Proposers should list other languages available. If additional languages are requested by the agency during the contract period, the Proposer should state, in this section, whether this will result in additional charges and provide the time frame for adding additional languages.
8. In describing the Retailer and Client Call Centers, the Proposer should propose standards for customer access to customer services including, but not limited to, the number of rings and average time on hold.
9. If the Proposer proposes call center performance standards different than those listed in Section 2.6.4.8.C for the Retailer Call Center or Section 2.6.7.3 for the Client Call Center, reasons and documentation for the alternative standards should be provided. Proposers should provide procedures to report on the performance standards either proposed or for those listed in the RFP.
10. Proposers should outline their plans for meeting both call center performance requirements. Proposers should include anticipated sizing and configurations in their response for both call centers.
11. The Proposer should minimize any necessary modifications to the agency's system in order to establish the agency interface and should include a detailed description of such changes in its response to this RFP.
12. The Proposer should describe a contingency plan for system security that outlines specific security measures that are to be incorporated into the system as well as alternate plans in the event of disasters, security breaches or criminal activities such as theft or counterfeiting of cards.
13. The Proposer should provide a proposed EBT system security plan that includes guidance from the FNS Handbook 901, Chapter 8, Systems Security issued in January 2014.
14. The Proposer in its response to this RFP should state its preferred method for distributing reports.
15. The Proposer should provide in their response the process to be used to request ad-hoc reports and the expected timeframe in which the request will be satisfied.

(2) Required Information

The Proposer must include the following information:

- The Proposer must describe interfaces between existing commercial ATMs, third-party processors' POS devices and the state-deployed EBT-only POS devices.
- The Proposer must describe the procedures and response time for all customer disputes. The Proposer should describe procedures including escalation and event tracking for resolving customer services issues.
- Proposer's response must provide a full description of the manual key-entered transaction process.
- The Proposer must describe its solution for route retailers, roadside retailers and farmer's markets that will be acceptable to state and federal regulations. These vendors may have no access to telephone or electrical services.
- The Proposer must describe scheduled routine maintenance of the EBT system in their response.
- The Proposer must describe in detail refund procedures to SNAP recipients.
- The Proposer must describe specific POS hardware to be used.
- The Proposer must describe the methodology for maintaining POS software integrity in the event of a power failure.
- The Proposer must describe the method of delivery to meet the replacement times for defective contractor-supplied equipment.
- For both the Retailer and Client call centers, Proposers must describe their methodologies for ensuring all calls received at the call center are logged, prioritized, routed, tracked, reported, resolved and closed.
- In their responses, Proposers must address their backup capabilities for both call center operations.
- The Proposer must describe its relationship with the ACH network.
- The Proposer must define separate user roles and responsibilities in the area of system security. The Proposer should address the roles of a system administrator, data base administrator and administrative terminal user. Further, the Proposer should define the minimum set of system privileges allowed for each role type (e.g., DBA allowed read, write, modify access to the data base, but not provided any operating system privileges).
- The Proposer must provide a detailed description of their back-up system, procedures and equipment that will enable the Proposer to provide access to benefits in the event the primary system is not operational. Proposers must detail under what conditions they would activate their back-up system.

F. **Staff Qualifications:**

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project. Proposer should propose the name of a Project Manager who has a minimum of three years' experience in project management and has managed a project of comparable size and complexity within the past five years prior to proposal submission deadline. The Project Manager must also have knowledge of the technical aspects of the proposer's system. At the very least, the proposer is strongly encouraged to provide resumes for the Project Manager as well as the key individuals to be assigned to the contract as professional and managerial level staff performing functions that require three or more years of experience. Resumes for key personnel assigned to the areas of software design, hardware and software maintenance and development, training, installation, and testing should be submitted.

Information in the resumes should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. The proposer must provide three professional references for each key person named. Each reference should include:

- A description of the project organization, the individual's role and responsibility within the organization,
- The start and end date and level of effort of the person's involvement, and
- The name, title, address and current telephone number for each reference

The proposer shall specifically describe the role and responsibilities of each person assigned to this project, their planned level of effort (full-time, part-time, subcontractor, etc.), their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address and telephone number) should be provided for the cited projects in the individual resumes. It is the responsibility of the proposer to provide valid contact information. Description of the roles and responsibilities of each key person and how each key staff person is designated is integral to a thorough evaluation of the proposal.

If subcontractor personnel will be used, the proposer will clearly identify these persons and provide the same information requested for the proposer's personnel.

Proposers should clearly describe their ability to meet or exceed the (minimum or desired) staff qualifications described in Section 1.4.1.

- G. **Cost Proposal:** The cost proposal must be presented as outlined in the Attachment III. Pricing will include a pricing level for the current base caseload of 395,000 active SNAP and 5,500 active TANF cases, and pricing levels to reflect increases or decreases from the base caseload. Pricing shall be provided for each year of the contract.

Pricing for SNAP, TANF, and Disaster Cases must be stated as the cost-per-active case-per month (CPCM). To assist proposers in pricing, a chart reflecting caseload fluctuation for the past five years is included in Attachment IV. Proposals must comply with the following conditions to be considered under this RFP:

- **The Cost Schedules in Attachment III must not be modified in any way.** Additions or modifications to the Cost Schedules shall result in the disqualification of the proposal.
- The cost proposal must be submitted separately from the technical proposal.
- CPCM and hourly rates shall be all-inclusive; therefore the proposer shall consider all costs, including travel, in arriving at the fixed CPCM and hourly prices. The proposer must incorporate any and all developmental and phase-in/phase-out costs (including all work performed during transition periods before contract start date and after contract end date) that are considered appropriate in the cost per active case per month as quoted in the cost schedules.
- Proposer must complete all blank spaces in the schedules. If the price is zero, the proposer shall insert a "0" in the space.
- Proposers shall include cost proposals based on fluctuations in caseloads in a tiered caseload fashion as provided within Attachment III. Cost proposals must reflect decreases in the cost per active case month rate for caseload levels at 15% and 30% above the base caseload. Cost proposals may reflect increases in the price per active case month rate for caseload levels at 15% and 30% below the base caseload. For billing purposes, these adjustments shall be applied on a monthly basis. The costs shall be fixed and shall be binding on both the state and the contractor.
- The Proposer shall provide an hourly rate for preparing ad-hoc reports.
- The Proposer shall provide a per-card price for disaster cards.
- If there is a charge for supplying additional languages at the state's request (other than English, Vietnamese and Spanish which are required) in the operations of both the retailer call center and the client call center, the proposer shall indicate the associated prices.

Irrespective of actual transaction or other contractor costs, the state will pay the flat rate cost quoted by the proposer in the schedules. Cost quotes for all pricing levels shall be expressed as described above and must be firm, fixed costs that are not subject to change over the life of the contract.

H. **Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**

This section is not applicable to this RFP.

I. **Certification Statement:**

The Proposer must sign and submit the Certification Statement shown in **Attachment I**.

J. Outsourcing of Key Controls:

Proposer shall provide information regarding the company's last security audit, to include a Statement on Auditing Standards No. 70 (SAS70) or Statement on Standards for Attestation Engagements No. 18 (SSAE 18). Cost of the audit shall be borne by the Proposer.

1.5.1 Number of Copies of Proposals

The State requests that 12 copies (11 hard copies and 1 electronic copy on a flash drive) of the proposal be submitted to the RFP Coordinator at the address specified in **Section 1.4**. At least one copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if Proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

1.5.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

1.6 Confidential Information, Trade Secrets, and Proprietary Information

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the Department of Children and Family Services.

Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator as listed below.

Michael Morris, Program Manager 3
Systems, Research, and Analysis Section
P.O. Box 94065
Baton Rouge, LA 70804
Office: 225-342-3535
Fax: 225-219-7697
Michael.Morris.DCFS@la.gov

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by 4:30 PM CDT on the date specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Proposers will be posted by October 5, 2018 at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

Only Michael Morris or his designee has the authority to officially respond to a Proposer's questions on behalf of the State. Any communications from any other individuals shall be not binding to the State.

1.7.2 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 1.7.2 of this RFP. All communications to and from potential proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only.

Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, proposer, or state contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the proposer or bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for bidders or proposers;
3. Oral presentations during the evaluation process
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

1.8 Errors and Omissions in Proposal

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

1.9 Changes, Addenda, Withdrawals

State shall reserve the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> . It shall be the responsibility of the Proposer to check the website for addenda to the RFP, if any.

1.10 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the RFP Coordinator.

1.11 Waiver of Administrative Informalities

The State shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

1.12 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way shall constitute a commitment by the State to award a contract. The State shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the State's best interest.

1.13 Ownership of Proposal

All materials submitted in response to this RFP shall become the property of the State. Selection or rejection of a proposal shall not affect this right.

1.14 Cost of Offer Preparation

The State shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

1.15 Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

1.16 Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:V.2536. The State must find that the selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

1.17 Use of Subcontractors

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal.

This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

1.18 Written or Oral Discussions/Presentations

The State, at its sole discretion, shall require all Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide an oral presentation and demonstration of how they propose to meet the agency's objectives; however, the State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

There will be two rounds of presentations. The first will include all proposers and the presentations, demonstrations, or interviews will be held as part of the technical evaluation phase. All Proposers that have proposals under evaluation may participate. The second round of evaluation will be held after the technical evaluation; the State will limit them to one or more of the highest ranking Proposers. The State normally will limit such presentations, demonstrations, and interviews to areas in which it seeks further information from the highest ranking Proposer(s). Typically, these presentations in either phase one or two provide a Proposers with an opportunity to do one or more of the following:

- Demonstrate how this proposed solution meets all of the federal requirements found in the EBT governing regulations;
- Demonstrate cost of efficiency savings to the State;
- Clarify and discuss implementation and integration strategies;
- Clarify its Proposal and ensure a mutual understanding of the Proposal content;
- Showcase approach to work with relevant timelines;
- Demonstrate the professionalism, qualifications, skills and work knowledge of its solution or skills of its implementation and integration candidates;
- Provide a "live" demo of the proposed product for review and questions;
- Satisfy any other informational need of the State in regards to questions about the proposed solution.

The State will schedule the presentations, demonstrations, and interviews at its convenience and discretion. The State will determine the scope and format of any such presentations, demonstrations, and interviews and may record them. Additionally, if the State moves more than one Proposer to second phase, the scope and format of these presentations, demonstrations, and interviews may vary from one Proposer to the next, depending on the particular issues or concerns the State may have with each Proposer's proposal.

The State normally will not rank interviews, demonstrations, and presentations. Rather, if the State conducts the interviews, demonstrations, or presentations as part of the technical evaluation, the State may use the information it gathers during this process in evaluating the technical merits of the Proposals. If the State holds the demonstrations, presentations, or interviews only for one or more of the top-ranking Proposers after the evaluation phase, the State may decide to revise its existing Proposal evaluations based on the results of this process.

Any commitments or representations made by the Proposer during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the State's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

1.18.1 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the state in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

The written invitation to participate in BAFO will not obligate the state to a commitment to enter into a contract.

1.19 Acceptance of Proposal Content

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

1.20 Evaluation and Selection

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

1.21 Contract Award and Execution

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The State reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP including any addenda added, and the selected Proposal shall become part of any contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the Sample Contract included in **Attachment II**. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit

with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds 45 business days or if the selected Proposer fails to sign the final contract within 15 business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Unless otherwise specified, all references to days in this RFP refer to calendar days.

Louisiana law (La. R.S. 39:1615.G(1)(b)) currently limits contracts for electronic benefits issuance system services to periods of up to ten years, an initial six-year period and two options for two-year extensions at the sole discretion of DCFS. The agency may terminate the contract for convenience, lack of funding, or good cause. This procurement will provide for an initial six year contract that will begin on July 1, 2020, and will continue through June 30, 2026. In the period from contract award through June 30, 2020, the new contractor will interface with the current contractor, Conduent State and Local Solutions, Inc, to ensure that the conversion on June 30, 2020, will be successful. The new or replacement EBT System will begin processing benefits on July 1, 2020.

1.22 Notice of Intent to Award

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer with the highest score. The State reserves the right to make multiple awards.

The State will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). Unsuccessful Proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum, list of criteria used with the weight assigned each criteria, scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within 14 calendar days after the agency issues a Notice of Intent to award a contract.

The award of a contract shall be subject to the approval of the Division of Administration, Office of State Procurement.

1.23 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

1.24 Insurance Requirements

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) calendar days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

1.25 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

1.26 Payment

Payment terms shall be negotiated with the successful Proposer.

Payment to the EBT contractor will be made as a monthly reimbursement. Invoices for services should be submitted to the agency by the fifteenth day of the month following the month in which services are rendered.

Payment for services will be contingent upon receipt and approval of the contractor's monthly, itemized invoice with supporting documentation. The invoice must fully explain all adjustments and corrections.

Payment for services will be based on the number of "active cases" per month. "Active cases" are those cases, by type, in which at least one benefit has been deposited and made available during the calendar month. Billing shall not be allowed for SNAP or TANF cases in dormant status (those cases that have not had withdrawal activity by the client for ninety days). Multiple authorizations in the same month for the same type of benefits on an individual case will not be counted as multiple cases.

In the event of a SNAP Program disaster declaration, the contractor will be compensated for the increase in the caseload at the contracted rate at the time of the disaster declaration.

1.1.1 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Proposer electronically. The methods of payment may be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see Attachment III for additional information regarding electronic payment methods and registration.

1.27 Termination

1.27.1 Termination of the Contract for Cause

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a

reasonable opportunity for the State to cure the defect. A reasonable opportunity to cure the defect shall never be less than thirty (30) days.

1.27.2 Termination of the Contract for Convenience

State may terminate the Contract at any time without penalty by giving thirty (30) calendar days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.27.3 Termination for Non-Appropriation of Funds

The continuation of this contract shall be contingent upon the appropriation of funds by the legislature or the U.S. Congress to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

1.28 Assignment

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

1.29 Audit of Records

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

1.30 Civil Rights Compliance

The Contractor shall agree to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor shall agree to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor shall agree not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions

participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

1.31 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response

1.32 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of the contract.

1.33 Entire Agreement/ Order of Precedence

This contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

1.34 Contract Modifications

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

1.35 Substitution of Personnel

The Contractor's personnel assigned to this Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will

make every reasonable attempt to assign the personnel listed in his proposal. The Contractor shall pay the State a replacement fee of \$20,000 for the replacement of any Key Personnel assigned to the contract in all cases not due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, unless waived by the State. The State reserves the right to request a replacement of any Key Personnel and, in such instances; no replacement fee will be due.

1.36 Governing Law

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.37 Claims or Controversies

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

1.38 Code of Ethics

Proposers shall be responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity, which can officially rule on ethics issues.

1.39 Corporate Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

1.40 Outsourced Key Controls

The State of Louisiana /State Agency will require the Contractor and /or subcontractors, when performing a key internal control, to submit to an independent SSAE 18 SOC 1 and/or type II audit of its internal controls and other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. The audit firm will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures.

The contractor shall be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV &V), and other internal project/ program reviews and audits.

These audits will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. The audit firm will submit a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply the State Agency with an exact copy of the report within thirty (30) calendar days of completion. Such audits shall be performed annually during the term of the contract. The Contractor shall implement recommendations as suggested by the audits within three months of report issuance at no cost to the State Agency. Cost of the SSAE 18 audit shall be borne by the Contractor.

1.41 Proposers' Library

The State will make available a Proposers' Library containing reference documentation Bidders may review and use to prepare their proposals. The Proposers' Library is accessible on the Louisiana's EBT website at:

<https://www.ws.ebtproject.la.gov/worksite>

Appendix X, Proposers' Library Contents and Links, contains a list of the documents and useful links included in the Bidders' Library.

To obtain a User Identification (ID) and password to the Proposers' Library, Proposers must sign and submit the Proposers' Library Access Authorization Form (available in Appendix X, Forms and Attachments, Form #XX) and the Confidentiality Statement (Form #X), to the Procurement Official listed in Section X.X, Procurement Official and Contact Information. It is the Proposer's responsibility to provide the required documentation to obtain the User ID and password for access to the Proposers' Library. The Proposer must identify a Proposers' Library single point of contact with that person's e-mail address, street address, and phone number. The user ID and password will be e-mailed back to a single company contact within three (3) business days after receipt of the Intent to Bid (Form #X).

Proposers are encouraged to review the information in the Proposers' Library to gain a thorough understanding of Louisiana's EBT Services and the business and technical environment of the State. The State will provide updated information to the Proposers' Library during the course of the solicitation to ensure the latest documents are available to the Proposers. It is each Proposer's responsibility to check for updates to the Proposers' Library. Proposers are not allowed to share or provide information from the Proposers' Library to anyone outside of the Proposer's firm.

PART II: SCOPE OF WORK/SERVICES

2.1 Overview

The Louisiana Department of Children & Family Services, Division of Family Support, hereinafter referred to as the state, DCFS, or the agency, is soliciting proposals for Electronic Benefit Transfer (EBT) services in order to provide the Supplemental Nutrition Assistance Program (SNAP) benefits and Temporary Assistance for Needy Families (TANF) cash benefits to eligible Louisiana households.

DCFS is seeking a turn-key EBT system that will provide for benefit delivery of SNAP and TANF assistance utilizing magnetic-stripe cards in accordance with the specifications prescribed in this document. This should be accomplished in the most cost effective and recipient-oriented manner.

An expansion of EBT Services in other government programs is possible. The Proposer selected as a result of this procurement must be willing and capable of supporting additional state and federal programs. Costs will be negotiated for programs added subsequent to award, taking into consideration factors such as caseload, hardware requirements, software requirements and expected transaction volume.

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall be for an initial six (6) year period beginning upon execution of a contract. At the option of the State of Louisiana and acceptance of the Contractor, the contract may be extended for two (2) additional twenty-four (24) month periods at the same price, terms and conditions. The contract is not to exceed ten years.

2.3 Tasks and Services

2.3.1 Key Personnel

The contractor shall provide staff with the appropriate qualifications and experience for this project. The Contractor shall identify a Project Manager who will assume responsibility for coordination, control and performance of staff and subcontractors. The Project Manager must have a minimum of three years' experience in project management and must have managed a project of comparable size and complexity within the past five years prior to contract start date. The Project Manager must have knowledge of the technical aspects of the Contractor's system and must be vested with on-site decision-making authority. During the transition, the Project Manager must be available to the agency from 8:00 a.m. to 6:00 p.m. (Central Time) Monday through Friday. The Project Manager will be required to remain available to the agency Monday through Friday from 8:00 a.m. to 6:00 p.m. (Central Time) for three months after the month in which the complete EBT system is fully operational unless it is mutually agreed by all parties that a lesser time is sufficient.

For the duration of the contract, including contract extensions, the Project Manager will be required to attend quarterly status meetings with the agency. This individual will serve as the primary contact for the agency as the representative for the contractor.

Upon request from the agency, the Project Manager must be available on an as needed basis and be present in Baton Rouge, LA within 48 hours of notification of the need for their assistance. If a contractor chooses to maintain an office in Baton Rouge for the Project Manager for the duration of the contract, office space, administrative support, equipment and supplies for contractor personnel will be the responsibility of the contractor.

Key personnel shall include but are not limited to the contractor, the subcontractors, and the professional and management level staff performing functions that require three or more years of experience. At a minimum, key personnel will be responsible for project management, software design, applicable hardware and software maintenance and development, training, installation, and testing.

The contractor must maintain appropriate staffing to fulfill all contract terms and conditions for the duration of the project. Key personnel shall not be removed from the Project without prior written agency approval. Resumes for replacement or substituted personnel must demonstrate equal qualifications to original personnel.

2.3.2 Project Management

After contract award, the agency EBT Project Director will meet with the contractor's project staff to negotiate the frequency and scheduling of meetings and conference calls necessary to resolve all issues prior to project implementation. The contractor will be required to cooperate with the current contractor during the transition of the EBT services from the current contractor to the new contractor. The transition must be done in a manner that is non-disruptive to the agency and retailers and must be accomplished in a manner that will not cause an interruption of service or availability of benefits to recipients.

No payments shall be made to the contractor during the transition period prior to the contract start date.

Contractor shall provide, at a minimum, the following project management functions:

- Contractor will provide day-to-day project management using best management practices for all tasks and activities necessary to complete the Scope of Services.
- Provide Project Work Plan – Contractor shall develop and maintain a Project Work Plan which breaks down the work to be performed into manageable phases, activities and tasks as appropriate. The work plan will identify: activities/tasks to be performed, project personnel requirements (both state and contractor), estimated workdays/personnel hours to complete, expected start and completion dates. Scheduled completion dates for each deliverable shall specifically be included. Written concurrence of both parties will be required to amend the Work Plan. The Project Work Plan shall be approved by the state before project payments are made.
- Provide Project Progress Reports – In addition to the specific reports required in the Scope of Services, contractor shall submit monthly progress reports signed by the contractor's project manager to the state, no later than 10 days after the

close of each calendar month to provide a general overview of project status. Each progress report shall describe the status of the contractor's performance since the preceding report, including the products delivered, descriptions of problems encountered with a plan for resolving them, the work to be accomplished in the coming reporting period, and identifying issues requiring management attention, particularly those which may affect the scope of services, the project budget, or the deliverables to be provided by the contractor. Each report shall identify activities by reference to the Project Work Plan.

- Provide Issue Control. Contractor will develop and implement with state approval, procedures and forms to monitor the identification and resolution of key project issues and problems.

2.3.3 Schedule of Tasks

Implementation of the proposed EBT system is divided into three phases: the Design Phase, the Development Phase and the Transition/Implementation Phase. These phases will begin after the contract is signed and approved by all approval authorities, which should be no later than July 1, 2019. Contract start date for EBT implementation will be July 1, 2020. No payments shall be made to the contractor prior to the contract start date.

2.3.3.1 Design Phase

The general system design document must meet the agency's specifications and shall be completed one month after contract finalization. The Louisiana EBT system is basic. Technical requirements have been previously established and are operational. The agency expects the contractor to be experienced in systems implementation, which will assure a smooth transition from the current system to the new system.

Immediately following contract award, the contractor will meet with the agency to discuss the project work plan, reporting procedures and requirements, project schedules, deliverables, testing, conversion to the new system, etc. This meeting must be attended by key project personnel from the contractor's staff and representatives of the agency. During this initial meeting, the contractor and the agency will begin work to:

- Finalize user requirements and system definition
- Draft and document the detailed system design including flow-charts and logic diagrams for incorporation into the final system design document
- Define system testing and regression testing. If regression testing is necessary, it will be the responsibility of the contractor
- Identify personnel required in testing the system
- Develop a detailed transition plan providing for each technical and operational component that is to be moved from the current system to the new system

2.3.3.2 Development Phase

After completion of the Design Phase the contractor shall begin the development phase of the project and will provide appropriate documentation to the State of all development activities.

Documentation will consist of: 1) a functional description, 2) system specifications, 3) functional demonstration plan, 4) acceptance test plan, 5) transition/conversion plan and 6) all interface requirements and authorization agreements.

At a minimum, the functional description will contain the following:

- Operating environment
- Procedures
- Work flow
- Proposed methods and procedures
- Benefits of the design and impacts of project design
- Plan for transitioning and assumption of processing service

The System Specifications Document must be approved by the agency and FNS. At a minimum, the systems specifications will contain the following:

- Chosen hardware
- Performance requirements
- Explanation of how the functional requirements will be met
- Data elements
- Security
- Interfaces
- Plan for transition to new system

The Functional Demonstration Plan will include scripts, schedule, procedures and data for testing all functional and operational requirements of the system. The Functional Demonstration Plan must be reviewed by the agency and will provide for displaying the system processing functions in a production-like environment. It must emphasize system reliability, workability in an operational environment, and acceptability to the agency. The agency reserves the right to participate and conduct independent testing during the Functional Demonstration. For the contractor, at a minimum, the plan will address the following five functions:

- Authorizing recipient access to benefits
- Allowing recipients to use benefits
- Crediting retailers for benefits
- Managing retailer participation
- Reconciling and monitoring the benefit flow and system activity

The Acceptance Test Plan must be reviewed and approved by the agency and FNS. The Acceptance Test Plan will describe at a minimum:

- Test schedule
- Procedures for performing the test
- Organization of the test team

- Roles and responsibilities for each of the participants
- Procedures for collecting data to evaluate system effectiveness
- Types of testing
- Test case development
- Test of cases converted from the current to the new system

Acceptance Test will test at a minimum, the following:

- Manual entry of transaction set
- Pre-programmed POS device
- Test data files for batch processing
- Data dictionaries to generate data for edit checking
- Simulation software
- Interoperability
- Retailer and Customer Help Desks
- Conversion testing

Methods to be used in the acceptance test will include at a minimum:

- Functional matrix
- Test scripts
- Requirements verification matrix
- Narratives

At a minimum, acceptance testing must include:

- Functional requirements testing
- Initiate values on data bases
- Error condition handling and destructive testing
- Security testing
- Recovery testing
- Controls testing
- ATM interface
- Stress and throughput testing
- Regression testing
- "What-if" testing
- System capacity testing
- Third-party network certification
- Defect reporting, correction and rating systems
- Report production
- Emergency processing site testing
- Concurrent processing
- Multi-day transaction and settlement processing
- Production of weekly report to BRSB
- Production of ALERT file
- Live field tests
- Testing of the SNAP Disaster Plan

- AMA/ASAP interface
- REDE interface
- Reconciliation between state issuance system and the contractor's system
- Call centers

The Acceptance Test participants will include:

- Contractor personnel
- Designated agency personnel
- FNS personnel
- Others deemed appropriate by the agency

The EBT hardware and software provided by the contractor must be able to accept and be compatible with an electronic data transfer from the agency mainframe. The contractor will document how this interface will be accomplished and how requirements from Office of Information Services (OTS) will be met. The contractor will provide documentation for any data transfer requirements such as record layouts, test data requirements, processing schedule requirements, etc.

2.3.3.3 Transition/Implementation Phase

The Transition/Implementation Phase will begin at the point that test conversion runs occur between the outgoing contractor and the incoming contractor and will continue until successful transition of all data and transaction processing to the new incoming EBT contractor. This phase will be considered completed once FNS has approved the Acceptance Test and signed off on the system conversion in the production environment.

2.4 Deliverables

Contractor shall provide all deliverables as defined in this RFP. The Contractor shall provide the following deliverables:

- Interface Control Document - This should describe any interfaces necessary for the Agency to connect to the EBT contractor's host system
- Detailed System Design Document – This should describe the design of the contractor's EBT system.
- Conversion Plan – This should describe in detail the activities necessary to convert from the outgoing EBT contractor's system to the incoming EBT contractor's system.
- Retailer Agreements – The agreement that the Contractor will use for any retailer who will utilize state equipment must be provided to and approved by DCFS and FNS.
- Test Scripts – The Contractor will have to provide test scripts for the conversion testing between the outgoing and incoming EBT contractor, the functional demonstration to the state, and the federal acceptance test for FNS.
- Staff Training Guides – The Contractor will have to provide training guides for all EBT Administrative Terminal Users

- Business Continuity Plan – The Contractor will have to provide a plan detailing all processes to be followed once all EBT transactions have been transferred to their EBT platform. This should cover ongoing business operations such as issue escalation, minimizing the risks of service disruptions, identifying business continuity risks and proposed remediation processes, etc.
- IVR call flow documents – IVR call flow documents must be provided to and approved by DCFS and FNS for both the client and retailer call centers
- Card mailer/cardholder training materials – The contractor must provide the materials that will give individual cardholders information on how to use their EBT cards. These must be approved by both the state and federal partners.
- Retailer training materials – The contractor must provide all materials that will be used to give retail partners information about the Louisiana Purchase card or use of any Point of Sale (POS) equipment usage.
- Project Work Plan – The contractor must provide a Project Work Plan as described in Section 2.3.2
- Cash access plan – the contractor must provide a cash access plan as described in Section 2.6.2.10

2.6 Scope of Work Elements

2.6.1 Household Accounts

2.6.1.1. Case Identification Numbers

The agency's system assigns a 9 digit case identification number (CID) to each individual who is identified as head of a case within that system. This CID is unique and remains attached to the case. The CID will be used as the case identification number on the contractor's system.

2.6.1.2. Case Authorization and Maintenance

The contractor's database will accept case maintenance files from the agency on a daily basis. Data will be transmitted electronically to the contractor's database. The current interface uses an 'implied update' protocol where case information is overwritten each time the agency sends demographic records to the contractor on cases already known to the EBT host. These agency update files contain data for all fields in the demographic file rather than just the field(s) being updated. The contractor's system will accept new case information from the agency and will use the data to establish case files on the contractor's system. Case file information will be sent to the contractor during work hours as new case information is added to the agency's system. The contractor will be required to transmit a confirmation back to the agency for each individual file. This process guarantees that the contractor's case file is current and accurate. Each record on the case file may contain a maximum of six hundred and thirty characters. The contractor must maintain a case and card file on line for three months and in history for three years. The agency must be provided access to the history files. The contractor's system must include provisions for the establishment and use of official state and federal EBT accounts that can be used for testing, auditing, fraud investigation, etc.

2.6.1.3. Authorization File Transmission

All households eligible to receive TANF and/or SNAP benefits will have records created on the agency computer file. On the working day before the last working day of the month, the monthly issuance files will be transmitted to the contractor via a batch process. The files will be sequential files for both TANF and SNAP benefits.

Batch processing will be routinely used for the daily transfer of benefit authorizations from the agency's system to the contractor. The contractor's system must accept and post same-day-available SNAP and TANF benefit authorizations. The agency's current interface consists of batch files sent twice a day to the EBT host for same-day-available benefits and nightly batch files for next-day-available benefits. The contractor should describe their solution to same-day authorization, and the solution should require minimal interaction or use of the agency's central computer.

The agency will transmit daily and monthly TANF and SNAP authorization files that will enable the contractor to post benefits to recipient accounts. NOTE: Posting date is not to be confused with the availability date which is the date the benefits are available to the client. Each authorization will be identified through a combination of case number, authorization date, authorization type, authorization number, and availability date. The contractor must post the authorizations to recipient accounts according to benefit type. Upon posting, the on-line system shall reflect the issuance and the availability date. Monthly authorization files will be transmitted in the batch process. Most daily benefit files will be transmitted in a nightly batch process except for the benefit authorizations sent to the host system for same-day availability. The monthly authorizations and next-day-available daily authorizations transmitted to the contractor in the batch must be posted and be available to the recipients by 5:00 a.m. on the availability date as specified by the agency. Benefits shall be posted upon authorization and not dependent upon activation of the access card.

There are several software packages that the agency currently employs in the transfer of files: Connect: Direct, VPN and FTP. As a part of this contract, the contractor and agency will select the software that is best for this application.

2.6.1.4. Account Maintenance

The contractor must maintain recipient accounts by debit and credit transactions as well as transaction type (i.e. voids, reversals, rejections, etc.) Any transaction resulting in a change in the benefit amount of the recipient account must be documented on the contractor's system and on the recipient's account. The contractor's system must provide for access to the recipient accounts by case identification number (CID), SSN or card number. Access to the contractor's system shall be provided by Windows or browser-based technology that is compatible with the agency's network software.

2.6.1.5. Availability Dates

The agency uses staggered availability dates for benefits so that workloads are distributed incrementally. SNAP benefits are distributed over the first fourteen days of

the month. TANF benefits are distributed over the first five days of the month. The agency will define the availability date assignments.

2.6.2 Benefit Access

2.6.2.1 Providing Benefits to Households

The contractor shall provide adequate access to benefits issued under the contract. The contractor shall not impose access limitations on recipients at POS terminals. The contractor will be required to connect with ATM networks and asked to provide access at the lowest possible cost to the recipient.

2.6.2.2 Card Issuance

The contractor will assume responsibility for all EBT card production responsibilities including delivery by mail to recipients. TANF and SNAP recipient households shall be issued a magnetic-stripe card and trained in the use of the card via printed material provided by mail from the contractor. Households shall be issued only one card per household for accessing all benefit types distributed via EBT. The card will bear the name of the head of household or payee. Use of the card by other individuals will be possible only if they are provided the card and the PIN by the head of household or payee.

Card issuance will be initiated by the agency's eligibility system which will produce a file containing case data on cases in which a card is required. This file will be transmitted to the contractor on workdays and the contractor will have responsibility for producing the card and mailing it to the recipient on the next workday. The contractor will also be responsible for the production of the printed training material that the contractor shall mail to recipients with the EBT cards. EBT cards must be received by the recipient within 5 calendar days from the agency's request for an EBT card in accordance with 7 CFR 274.6(b). In addition, Louisiana's current policy requires expedited households to receive a card within 4 calendar days of the card request.

Mass replacement of all Louisiana EBT cards will not be required at the start of the contract; however, the state reserves the right to request mass replacement at a later date. Any mass replacement would be billed separately.

Individuals needing to have cards replaced due to loss, theft or damage will be required to request a replacement card by contacting the contractor's EBT customer service number. In the event of theft or loss, the individual must be able to report the theft or loss to the contractor's call center on a 24/7 basis or contact DCFS to have the card deactivated so that benefits are no longer accessible using the lost or stolen card. Remaining benefits will be accessible using the replacement card upon selection of a PIN. The contractor's system must track card replacements and provide statistical reports on card issuance activity. The average number of card replacements per month is 22,746.

2.6.2.3 Card Specifications

EBT cards will conform to nationally recognized ISO standards for financial transactions in the United States for size, shape and magnetic-stripe. The card will

carry the Primary Account Number (PAN) on the front side and a signature panel on the reverse side. The magnetic-stripe will contain information necessary to uniquely identify the recipient to the system. The recipient's name and case identification number will be printed on the front of the card. All specifications and procedures must adhere to federal regulations for the SNAP Program and those described in this RFP. Card stock shall be high-coercivity.

DCFS Division of Family Support's address, P.O. Box 94065, Baton Rouge, LA. 70804 will be printed on the back of the card. The non-discrimination statement, "The USDA is an equal opportunity provider and employer" must also be printed on the back of the card. "To report fraud visit www.usda.gov/oig/hotline.htm or call 1-800-424-9121" must be printed on the card as well.

The card must have the graphic design that is currently used by the agency.

2.6.2.4 Card File

In the current EBT environment, the agency generates the request for a card on its FAMIS system and transmits this information to the EBT contractor via a batch process.

The contractor must create and maintain a card file which will contain a record of each card issued. Before any recipient-initiated transaction is approved, the system will check the validity of the card.

Each record on the card file will contain the following data:

- Recipient name/identifier
- Case/account numbers
- Card issue date
- Card generation number,
- PIN offset
- Hot-card indicator
- Card status
- Number of replacement cards issued to cardholder
- Any other information deemed necessary

Card status is essential so that inactive cards can be issued to recipients and subsequently made active at a later date via the contractor's call center. The indicator must show that an inactive card has been issued and activation is forthcoming via PIN selection.

2.6.2.5 Personal Identification Number

The Personal Identification Number (PIN) will consist of four numeric digits selected by the recipient. Initial PIN selection will be through the contractor's Automated Response Unit (ARU) or Interactive Voice Response (IVR). PIN change will be through the ARU/IVR or the contractor's EBT web site.

The PIN must be validated with every transaction. The PIN shall be encrypted at the point of entry into the system and never travels in the clear. There shall be no limits on the number of PINs that a recipient can select but only one PIN will be valid at a time. When a new PIN is selected, the contractor's system must cancel the previous PIN before the new PIN is selected.

2.6.2.6 Issuance of Benefits

The agency creates daily issuance files for newly-eligible households. TANF and SNAP cases certified during the day would have benefit data for newly-made-eligible cases transmitted to the contractor's system in a batch process that night. The contractor must make the benefits available to the recipient by 5:00 a.m. the following day.

The contractor's EBT benefit authorization data base must maintain separate program benefits for each recipient. Each authorization from the agency file will be identified through a combination of case number, authorization date, authorization type, authorization number, availability date and time.

Nightly, the agency must be provided with a file containing details of all benefit transactions and all adjustment transactions to the individual recipient EBT accounts on that day. For every transaction listed, the file shall contain the time the transaction hit the EBT host as well as the time recorded on the individual point-of-sale (POS) device.

On each banking day, the contractor must update the Account Management Agent (AMA) system to reflect the dates when benefit authorizations are provided to the contractor by the agency as well as the amounts authorized. See Section II-E-3 for the details for meeting the AMA and Automated Standard Application for Payments (ASAP) requirements.

The agency must approve agreements between the contractor and ATM networks, third-party processors and closed processing systems operated by retailers.

The system must post only benefit amounts authorized by the agency. The contractor will be liable for losses resulting from the posting of benefits in excess of the amount authorized by the agency.

The contractor's system must allow the agency to make adjustments to benefits already posted to the household accounts prior to the availability date for household access to benefits. The contractor's system must allow the agency to cancel benefits posted on the contractor's system prior to the availability date.

When a recipient initiates a withdrawal or purchase transaction, the data base must apply these actions in a first-in-first-out (FIFO) priority against outstanding benefit authorizations. The authorization numbers against which a withdrawal is applied will be recorded on the withdrawal transaction's record. The only exception to the FIFO priority shall be disaster supplements to ongoing SNAP recipients because disaster benefits must be spent before other SNAP benefits. In the event other cash programs are added to the system, an authorization withdrawal priority will be established by the

agency. If federal guidelines are approved that set a different formula or guidelines, these will take precedence over any proposed by the agency.

2.6.2.7 Same-Day Benefits Issuance

Same-day benefit issuances shall occur when a household is determined to be in immediate need of benefits or to meet programmatic timeframe constraints for issuing benefits. The contractor's system must provide for issuance of same-day SNAP and TANF benefits. Same-day benefit issuance is initiated by entry at each work station in the parish DCFS offices. Same-day authorizations currently utilize coding so that the DCFS staff workers can designate that the authorizations shall be posted to recipient accounts on the contractor's system and be made available for immediate access.

2.6.2.8 Benefit Carryover

The contractor must provide for the carryover or retention of benefits so that amounts remaining in the recipient accounts at the end of the month remain available in the subsequent month(s) until expended or they have reached the point of dormancy.

2.6.2.9 Stale or Dormant Benefits

The contractor shall expunge benefits from their system after 365 days of account inactivity. The contractor will also send a return transaction equal to the value of the expunged benefits to the U.S. Treasury via AMA/ASAP in order to reduce the agency's obligation against its letter of credit. The contractor shall provide monthly reports to the agency reflecting expunged benefits. The report will reflect the agency case number, date and amount expunged.

2.6.2.10 Cash Access

It will be the contractor's responsibility to provide adequate cash access for TANF recipients by securing adequate cash access points. Cash access must be provided through ATMs. Fees and surcharges will be paid by the recipients and shall be deducted from recipient cash accounts. The agency's goal is to provide cash access whereby recipients travel less than 25 miles to obtain benefits and are assessed no more than \$2 per transaction to access cash benefits. The agency will not pay for ATM transactions. The contractor shall ensure that cash recipients are protected by commercial operating rules so that the recipients have dispute rights, privacy rights and the same level of processing services that are granted to commercial customers including fee structures, withdrawal amounts and accessibility. The contractor shall negotiate with the ATM networks in order to obtain the best and most economical service for benefit recipients. The contractor will be responsible for providing ATM networks with logos, decals or other materials that identify the network as a participating member of the Louisiana EBT system.

The contractor shall allow FNS-certified retailers who wish to offer cash access through POS devices to do so. DCFS will not authorize deployment of cash-only POS devices to other non-SNAP retailers.

The contractor shall provide a cash access plan by July 1, 2020.

2.6.2.11 Direct Deposit

The contractor may offer direct deposit as a method of cash access. However, it will be the contractor's responsibility to negotiate with the recipient to determine if this is a viable means of cash access for the individual recipient. The contractor will also be required to negotiate with the banks for transacting direct deposits to the recipient's account. The contractor shall not impose additional fees or access limitation without the recipient's consent.

2.6.2.12 POS SNAP Access

Only retailers authorized by FNS will be granted access to the EBT system. To prevent unauthorized access, the system must authenticate each transaction by matching the POS location code and FNS number against the retailer data base maintained by the contractor. The authentication process must also match the access card against the card data base maintained by the contractor. The client identifying information such as the Primary Account Number (PAN) and PIN offset must match against the client data base maintained by the contractor. The POS device will identify SNAP transactions separately from other types of benefits provided by the access card.

The POS SNAP functionality must provide for balance inquiry, transaction reversal, refunds, PIN entry, debit, manual card entry and voids.

2.6.2.13 Out-of-State Transactions

The contractor's system must have capability of providing services to Louisiana recipients who travel to other states as outlined in the Interoperability and Portability Act (Federal Register vol.69; no.122; pp. 37693-37697). The contractor will provide the interfaces with other EBT processors and third-party processors in meeting the provisions of the Interoperability Act. The contractor will track all out-of-state transactions executed by the Louisiana Purchase Card (EBT Card) and must be able to identify the origination point of each of these transactions for audit purposes. The Bank Identification Numbers (BIN) of all states must be loaded into the contractor's system to facilitate processing of out-of-state transactions. All costs for interoperability shall be included in the Contractor's pricing schedule and shall not be invoiced separately. This act is not applicable to cash benefits; however, clients shall have the ability to access balances in cash accounts where the infrastructure supports this function without cost to the agency or the contractor.

2.6.2.14 Fair Hearings/Disputes/Court Proceedings

The contractor's Project Manager or designee must be available to represent the agency in fair hearings requested as a result of unresolved EBT benefit issuance disputes and in any judicial reviews and /or appellate proceeding arising out of such hearings. The contractor must indemnify the agency from all costs associated with such hearings, judicial reviews and/or appellate proceedings including the award of any costs, expenses or attorney's fees to the appellant.

If subpoenaed by the courts, the contractor's Project Manager or designee must attend court hearings and provide evidentiary testimony.

2.6.2.15 Program Integrity/Investigation of Abuses

Individuals and households certified by the agency to receive benefits and retailers authorized by FNS to accept SNAP are subject to monitoring and investigations by FNS Compliance Branch, USDA-OIG, IRS, Secret Service, state investigative agencies or local law enforcement agencies. The contractor must advise, assist and aid the agency in detection and investigation of abuses by retailers, recipients, or agency staff. The contractor must cooperate with state and federal agencies responsible for enforcing laws and regulations of the programs.

The agency is responsible for creating case records for investigative purposes. Access to information concerning investigative matters will be restricted so that the integrity of investigations is not compromised.

The contractor will be required to support investigative efforts, at a minimum, by:

- Supporting the creation of pseudo households and cards to be used by investigators
- Providing reports on the households under investigation showing the amounts funded to the household and the transaction histories of the funds
- Providing information from the contractor's data base for evidentiary purposes
- Providing extract files of store transaction history on a regular basis (files to be defined at beginning of the contract and will remain unchanged throughout the contract)
- Providing information and reports by FNS retailer identification number
- Retaining all records for a period of 3 federal fiscal years or longer if notified.

2.6.3 Transaction Processing

The EBT contractor shall be responsible for authorization of customer initiated SNAP/TANF transactions. The EBT contractor shall have the capability to receive and process customer transactions from POS devices.

At a minimum the EBT system, including third-party processors and retailers driving their own terminals, must be capable of providing for:

- Authorization or rejection of purchase transactions
- Refunds or customer credits
- Voids
- Cancellations
- Key-entered transactions
- Placement of limitations on key-entered transactions
- Balance inquiries
- Settlement or close-out transactions
- Documentation of all transactions that impact recipient accounts

- Documentation of history files with the amounts and transaction codes
- Printed receipts with account balance after each transaction
- Manual voucher processing
- Interfacing with the FNS REDE System and the state agency
- Reports

2.6.3.1 EBT Host Access

The EBT system must provide for secure transactions. Therefore, the following safeguards shall be established:

- Communications access controls must ensure that the transmission of transaction data from POS terminals to the EBT host is done in a secure environment
- SNAP transactions must be accepted from FNS authorized retailers only
Procedures shall include a daily match against the REDE file in order to validate FNS authorization of each retailer prior to transaction authorization
- The PIN will be validated with every card swipe or manually entered transaction. The PIN shall be encrypted at the point of entry into the system and shall never travel in the clear. The PIN shall be encrypted and stored in the card data base maintained on the contractor's system
- Unsuccessful PIN attempts will be limited to three (3) every 24 hours with a 24 hour reset
- Communications network security will utilize the Data Encryption Standard algorithm to encrypt the PIN
- Other security measures may include authentication codes and check-sum digits, in combination with data encoded on the magnetic-stripe to ensure data security during electronic transmission
- The PIN will not be displayed or transmitted in the clear at any time
- The PIN pad shall be securely attached to the POS device unless a remote PIN pad is utilized, in which case the PIN pad shall be protected by a shielded cable so that the PIN is not exposed outside a secure hardware encryption device
- Procedures for manually entered (keyed) transactions will provide for secure access to the system with minimal risk of fraud to the recipient or retailer.
- All manually keyed transactions will require card presentation and entry of a PIN
- Message validation must include but not be limited to message format checks for completeness of the message, correct order of data, existence of control characters, number and size of data fields and appropriate format standard as specified in the approved system design
- Message validation must include processes that validate range checks for acceptable data fields such as FNS number, valid account numbers, and purchase and refund upper limitations as defined by the agency
- Message validation shall make allowance for reversals of messages that are not fully processed and recorded

2.6.3.2 System Ease of Use

The EBT system shall not create obstacles for recipients to receive benefits. Therefore, the system must:

- Minimize the number of separate steps required to complete a transaction
- Minimize the number of codes or commands needed to make use of the system
- Make available clear and comprehensive EBT account balance information after each transaction
- Provide training and instructions for all system users including those with disabilities and lack of education
- Make prompts available on POS terminals
- Identify procedures for problem resolution
- Comply with Americans with Disabilities Act of 1990 and all subsequent amendments

2.6.3.3 Processing Standards

Federal regulations require that transactions be processed within specific time frames. Processing time shall be measured at the POS terminal from the time the “enter “ or “send” key is pressed to receipt of approval or disapproval. The contractor shall be held accountable for the processing time frames within its system. The processor must monitor processing time frames and provide statistical reports to the agency that validate processing time frames. The contractor must provide a system that will enable EBT-Only terminal transactions to timely process within the following requirements:

- For leased line systems, 98% of EBT transactions shall be processed within 10 or less seconds and 100% of transactions within 15 seconds
- For dial-up systems, 95% of EBT transactions shall be processed within 15 seconds or less and 100% within 20 seconds or less

2.6.3.4 Back Up Procedures for SNAP Purchases

The contractor must provide for off-line transaction processing procedures which will support SNAP purchases when the POS terminals or the contractor’s system are not functional. The off-line process may utilize store-and-forward POS functionality when available as the primary mechanism for processing. Refer to 7 CFR 274.8(e) for standards regarding store-and-forward transactions.

2.6.3.5 Liability for Off-Line POS Transactions

The retailer is required to process the off-line transaction in accordance with off-line procedures and within prescribed time frames in order to receive credit for the transaction. If the retailer does not clear the voucher within the prescribed time period, the contractor will release the hold on the recipient funds and the recipient will then be free to spend the funds. The retailer will not be permitted to resubmit off-line transactions once the hold has expired.

The contractor shall be liable for off-line transactions in the event the contractor’s EBT system is not functional. The floor limit for off-line transactions when the contractor’s

system is down shall be \$50.00. Retailers who process off-line transactions while the contractor's system is not functional are liable for any amounts in excess of \$50.00. Off-line processing shall not be required for cash benefits.

2.6.3.6. Alternate Procedures

For the SNAP Program, there must be procedures for route retailers, roadside retailers and farmer's markets that do not have access to POS devices. Technology has provided viable solutions for the non-traditional retailer. The contractor must offer a solution that will be acceptable to state and federal regulations.

2.6.3.7 System Availability

The contractor's EBT system must be available 99.9 percent of the scheduled up time. Scheduled up time shall mean the data base is available for all system transactions twenty-four hours daily, seven days a week, except for scheduled downtime for routine maintenance.

The EBT system must meet federal regulations for EBT systems by permitting no more than two inaccurate EBT transactions for every 10,000 EBT transactions processed. The transactions to be included in testing systems accuracy shall include all types of SNAP transactions permitted at POS terminals and processed through the contractor's system, cash debit transactions from ATM and POS machines, manual transactions entered into the system, credits to recipient EBT accounts, and fund transfers to retailer bank accounts.

On-line access to the administrative terminals by agency staff shall routinely be available for at least a 12-hour window per day as defined by the agency. The agency must have the ability to change the hours on an as-needed basis.

The "total system" including any network or intermediate processing facilities and cardholder authorization process shall be available 98 percent of scheduled up time, which is defined as 24 hours a day, 7 days a week, a total of 168 hours per week or 10,080 minutes per week. Scheduled maintenance must not exceed two percent of the daily operating time. Routine maintenance must occur between the hours of 12:00 a.m. and 6:00 a.m. Central time.

The contractor must make their EBT system available for testing in accordance with federal requirements (7 CFR 274.8) in order to meet the specifications of this RFP. The federal agency may require system capacity testing, testing to determine if the system can meet performance, and stress testing to determine whether the system can handle additional transaction processing in the event that the project expands after implementation.

The contractor shall be liable for the amount of any transactions posted to client accounts which are in excess of the amount authorized by the agency.

Transactions must be processed at all times unless the system is in a scheduled downtime for routine maintenance. The maximum unscheduled downtime during one episode before backup systems must be put into effect is one hour. Unscheduled

downtime for the system of more than one hour will be considered system failure for which penalties may be assessed.

2.6.3.8 Adjustments

In accordance with the SNAP Adjustment rules, the contractor's system must provide for adjustments to recipient and retailer accounts when system errors occur and cause the system to be out of balance. The adjustments can be made to recipient accounts after the benefit availability date provided the recipient is given proper notification and the opportunity to appeal the adjustment. When a recipient appeals an adjustment decision, the adjustment shall be delayed until the fair hearing decision is rendered. If the recipient's account balance is insufficient to settle debits to the account, the contractor must be capable of taking the debit from the recipient's account in the subsequent month. Partial settlement of system errors will not be a requirement.

The contractor will be required to notify the agency when an adjustment to a recipient's account is needed to correct an out-of-balance situation which occurred as a result of a system error. The agency will provide the proper notification to the recipient. Unless the contractor is notified by the agency of the recipient's request for an appeal within 15 days of the date of the notice, the proposed adjustment action will be initiated by the contractor.

Adjustment regulations permit the agency to make the adjustments to the recipient's account simultaneously with the notice to the recipient that the adjustment has been made. If the recipient appeals the action, the agency must provide provisional credit back to the recipient's account until an appeal decision is rendered. The agency has obtained a waiver that would allow postponement of the adjustment to the recipient's account until the expiration of the fifteen day appeal period (as described above). However, if this waiver is rescinded or if the agency decides to abandon the waiver, the contractor's system must be capable of providing provisional credit to the recipient's account pending a fair hearing decision if the appeal request is filed timely.

The FNS adjustment rules (7 CFR 272, 273 & 274 as amended by Amendment 378) contain specific time frames that must be met for compliance with the provisions of the rules. The contractor will be required to meet these time frames.

2.6.3.9 Refunds

Refunds to SNAP recipients shall only be in the form of credits to the EBT accounts. The system must provide safeguards to assure refunds to recipients are reasonable and limited to amounts that when exceeded will be rejected. These safeguards must protect the rights of retailers and recipients. Refunds shall be limited to \$200 per recipient per transaction and shall require a supervisor's approval. Refunds must be matched to benefit grants on the contractor's system in real time.

2.6.3.10 Balance Information

Balance after transaction must be printed on all POS transaction receipts that are printed from all POS devices processing SNAP purchases. POS equipment installed by the contractor must have balance inquiry capabilities.

2.6.4 Retailer Management

The contractor shall be responsible for the management, equipment installation, ongoing maintenance of retailer equipment, supplies, settlement, problem resolution, and maintaining call center services for retailers with state-deployed terminals.

The contractor must meet the following functional requirements:

- Installation and maintenance of POS terminals provided under this contract
- Ensuring that the contractor's computer site is secured against physical and electronic intrusion and meets all state and federal security requirements
- Connecting POS terminals to the contractor's system through an electronic network which will provide on-line, real-time communications
- Providing settlement services and settlement reporting for retailers with state-deployed terminals
- Providing Audio Response Unit (ARU)/Interactive Voice Response (IVR) services for retailer issues and POS equipment operating problems
- Providing initial and on-going training to retailers with state-deployed terminals
- Providing equipment, supplies and paper vouchers to retailers with state-deployed terminals. In lieu of providing supplies for the equipment, the contractor may elect to offer cash reimbursements to retailers who purchase their own supplies for the equipment
- Providing for out-of-state transactions in accordance with the Interoperability and Portability Act of 2000
- Maintaining settlement/transaction history files for three federal fiscal years
- Providing reports according to agency specifications
- Providing dedicated telephone lines if demanded by the retailer
- Reporting and responding to audits by state and federal entities

2.6.4.1 Retailer Data Base Requirements

The contractor must maintain a data base of current FNS authorized retailers that are connected to the system. The contractor must interface daily with the REDE system in order to facilitate deployment of equipment, obtain a "Retailer Agreement" with retailers added to the system, and change retailer status when notification of authorizations, de-authorizations and re-authorizations are received.

2.6.4.2 POS Terminal Requirements

POS terminals used by the contractor must have at a minimum, a magnetic-stripe card reader, administrative data entry pad, optical display, receipt printer, PIN pad and remote PIN pad where necessary. Retailers must make this determination. The POS terminals shall provide for message transmittal to retailers. Transactions will be initiated by the operator passing the recipient's card through the card reader and entering a purchase amount. The recipient will then enter a four digit PIN on a PIN pad.

The recipient's signature shall not be necessary nor shall it be required except when processing a manual voucher. The POS hardware and software must meet ISO 8583 specifications. POS equipment shall be of a single model for statewide use, be in current production, considered a standard in the industry and still supported by the manufacturer.

2.6.4.3 POS Software Requirements

POS terminal software must support the following functions for TANF and SNAP:

- Balance inquiry
- Debit transactions
- Clerk and/or supervisor identifier information
- Message display capability
- Data encryption at the POS

Additionally, the POS terminal software must support the following functions for SNAP:

- Off-line functionality (store and forward) where possible
- Manual card entry (keyed transactions)
- Void
- Refund or customer credits

Refer to 7 CFR 274.8(b)(6) for standards regarding terminal functionality and 7 CFR 274.8(b)(9) for standards regarding minimum transaction sets. In the event of a power failure, the POS software integrity must be maintained. The POS terminal must have the ability to produce a physical, dual-copy receipt for every transaction entered including unsuccessful attempts. Reconciliation and accountability functions for retailers and cash providers must be maintained at the POS even in the event of power failure. The printer receipt must provide POS decline notification message. At a minimum, the receipt must contain the following:

- Terminal ID number
- Retailer's name and location
- Terminal-generated transaction sequence number
- Transaction date and time
- Last four digits of the recipient case number or recipient identifying number
- Store clerk ID
- Transaction type
- Transaction amount
- Available balance for all EBT accounts after the transaction
- Transaction results (example: approved, disapproved, etc.)

To ensure compliance with American National Standards Institute (ANSI) standards, the contractor must ensure that unique terminal IDs are used for government supplied POS terminals, at a minimum. There is growing concern that POS terminals are being relocated for fraudulent purposes. The contractor shall work with the agency to identify ideas or methods to prevent the relocation and/or replacement of government

supplied equipment for the purpose of violating the program, and to monitor such abuses if they occur.

2.6.4.4 POS Communications

The Contractor shall be responsible for providing a communication link from the POS to the EBT system. The contractor shall employ banking standard encryption techniques to ensure the highest level of security for the PIN. See 7 CFR 274.8(b)(3)(ii)(C) The contractor must ensure that the transmission of transaction data from POS terminals to the data processing center is done in a secure environment. The contractor shall install telephone service to the POS device if needed. The contractor shall be responsible for charges on the line relative to EBT transactions only. Use of existing telephone service by the contractor will be subject to terms and conditions negotiated by the contractor with the retailer or owner/lessee/subscriber of the existing service. The contractor can piggy-back onto the retailer's existing telephone line(s) if this connection is agreeable with the retailer. If the retailer experiences disruption to business as a result of the telephone line sharing, the contractor must provide the telephone service to operate the POS equipment regardless of the volume of business conducted to the POS terminal. Communications access is assumed to be by standard telephones or leased lines.

2.6.4.5 POS Terminal Deployment

SNAP EBT-only retailers are those retailers authorized by FNS to process SNAP benefit transactions and who are authorized by the Agricultural Act of 2014 to receive an EBT-only terminal. 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. Except as noted below, newly-authorized retailers must arrange for lease or purchase of EBT equipment and services themselves in order to participate in SNAP.

Retailers who are in one of the exempt groups defined in the March 21, 2014, FNS Implementing Memorandum for the Agricultural Act of 2014, continue to be eligible for no-cost equipment until such time as final regulations addressing retailer equipment cost changes are promulgated. Exempt groups include eligible farmers' markets, direct-marketing farmers, military commissaries, non-profit cooperatives or organizations, group living arrangements, treatment centers, and prepared meal services. The Contractor shall use the daily State Retailer EBT Data Exchange (REDE) file to identify which specific retailers are exempt.

Neither the agency nor the contractor will be responsible for repair or upgrade to electrical wiring for retailers. The contractor shall be required to provide telephone access to POS devices where there is no existing telephone service or the existing telephone service is not adequate for POS operation.

2.6.4.6 Equipment Maintenance and Replacement

The contractor will be responsible for the supplies, maintenance, repair and replacement of broken or defective equipment deployed by the contractor, including equipment rendered inoperable due to Acts of God such as natural disasters. This

requirement shall apply to but is not limited to POS devices, routers, servers, PIN pads and printers.

The contractor will be required to provide a reasonable response to equipment failures or malfunctions. If customer service assistance is unable to resolve the failure by reset processes, the contractor must provide replacement or repair within 48 hours from the time the failure was reported.

Retailers will be required to exercise due care and diligence with regards to on-site terminals and printers. The contractor will be required to maintain an inventory of all state-deployed equipment and will be responsible for recovery of equipment when retailers are closed or de-authorized by FNS. The contractor will include language in the retailer contracts dealing with damage and non-return of POS equipment. Book value may be charged for unreturned equipment. The contractor is forbidden to issue debits to retailer bank accounts to recoup payment for unreturned equipment without a contractual agreement that allows for debiting in these situations.

2.6.4.7 Retailer Participation

All FNS authorized retailers must be given the opportunity to participate in the EBT system. The contractor acting as an agent of the state will provide and sign an agency and FNS approved Retailer Agreement with each EBT-only retailer. The agreement must outline the federal regulations concerning discrimination and Americans with Disabilities Act (ADA) requirements as well as the retailer's responsibilities for complying with these federal regulations. The contractor will provide true and correct copies of the executed agreements as requested by the agency. In addition, the agreement shall:

- Describe all terms and conditions with respect to equipment ownership, lease arrangements, handling and maintenance
- Describe the agreed upon procedures and policies for participation and withdrawal from the EBT system
- Meet the requirements of all SNAP Program regulations with respect to retailer participation in the program and treatment of SNAP Program households including specific requirements related to the identification of check-out lanes for SNAP recipients
- Delineate the liabilities during system downtime and the associated responsibilities of each party with respect to off-line and manual transactions
- Describe settlement processes and time frames for daily closeout
- Describe alternate redemption procedures to be followed during periods of system down time

The contractor will be responsible for obtaining retailer signatures on the agreements. Any charges other than the basic charges must be negotiated between the retailer and the contractor. A copy of the retailer contract must be provided to the agency upon request.

Most retailers choose to provide services for commercial applications and for governmental EBT benefits utilizing the same processor. This third-party processor acquires the EBT transactions and forwards these transactions to the EBT contractor.

The third-party processor receives settlement from the EBT contractor and is responsible for settling with the individual retailers for whom they are providing the service. The EBT contractor is responsible for assuring that these third-party processors adhere to the same performance standards required of the EBT contractor. Third party processor fees assessed to non-exempt retailers must be paid by the retailers. The agency will not be responsible for these fees. Also, the agency will not be responsible for providing supplies to retailers utilizing third-party processors.

The contractor will be required to enter into an agreement with third-party processors through a certification process. The third-party processor agreement must be approved by the agency and FNS. The contractor must provide a plan for approval of third-party processors' certifications. The plan must be approved by the agency and FNS. The plan will include all functional and technical requirements in addition to time frames that will be allowed in the certification of the third-party processors. A third-party processor must have a contract with an FNS authorized retailer before the certification process can begin. The contractor must be prepared at any time during the contract to offer certification of additional third-party processors according to the standards of the agency approved plan. The contractor will provide an explanation of costs assessed to third-party processors in meeting certification requirements. Fees assessed for testing of third party-processors must be defined in the agreement.

Methods of access to the EBT system must be provided by the contractor for route retailers, roadside retailers and farmer's markets with no access to telephone or electrical services.

Newly authorized EBT-Only FNS retailers must be equipped and on-line within two weeks of the time FNS notifies the contractor via the daily updates to the REDE system provided that the retailer has signed a retailer agreement and has granted the contractor access to the retail establishment.

The contractor must assure that all newly authorized SNAP retailers who choose to employ a third-party processor to drive their terminals or elect to drive their own terminals, have access to the system within 30 days of the contractor receiving FNS authorization, unless another mutually agreed upon time is established between the state and the EBT contractor in order to enable the third party interface specifications and any state required functional certification to be performed.

Upon notification via the REDE system that a retailer has been decertified or is no longer participating in the SNAP Program, the contractor will be responsible for blocking all debit transactions from that retailer. Within 24 hours of the decertification, EBT-Only POS devices must be inactivated.

The contractor will be required to report all suspicious retailer activity to the agency.

2.6.4.8 Retailer and Agency Customer Service

The contractor will provide customer service to assist retailers with state-deployed POS devices. This service must operate seven days per week. Every effort should be made to obtain and use the existing retailer help desk telephone numbers. The

contractor will also be required to provide customer service to agency employees from 7:30 a.m. to 7:30 p.m. (Central Time), Monday through Friday.

The contractor must provide timely and accurate responses to retailer and agency inquiries. The contractor must ensure that help desk services have adequate and correct information to allow for expeditious handling of inquiries by agency employees and retailers.

A. Retailer Call Center Functional Requirements

The contractor will be responsible for acquiring, installing and maintaining a toll-free customer service hotline(s) to assist retailers. The call center must be available seven (7) days per week, 24 hours per day. The contractor will be responsible for all costs for the customer service hotline including fees charged for calls originating from pay telephones.

All services offered must be accessible by touch tone telephones. The customer service representatives (CSR) must be accessible by all other types of telephone functionality.

The contractor must provide and maintain a fully redundant telecommunications network capable of supporting fluctuating call volumes. This is especially important during disaster events as call volumes increase greatly during disasters.

To ensure that all calls are answered in a time-sensitive and cost-effective fashion, the contractor must provide Automated Response Unit (ARU) or Interactive Voice Response (IVR) services to answer all initial calls coming into the call center. The ARU/IVR must respond to "keyed" commands from providers using touch-tone phones.

The ARU/IVR must prompt the caller to indicate if the caller is using a touch-tone telephone. If the caller is not using a touch-tone telephone, the call will be routed to a CSR. If the caller is using a touch-tone telephone, the ARU/IVR will prompt and provide services. Call center services, whether obtained through the ARU/IVR unit or from a CSR, shall be available in English and Spanish. The contractor may provide additional languages at no additional cost to the agency. Pricing for other languages shall be in accordance with Contractor's proposal.

Retailers calling the call center shall be greeted by the ARU/IVR and required to enter their 7 digit FNS number to enter the system. After successful entry of the FNS number, the ARU/IVR must provide providers with options to get additional information or assistance. Retailers without or unable to enter the FNS number must have their call default to a CSR. To ensure security, prior to a CSR providing information to a retailer, the retailer will be required to provide certain identifying information to be determined by the agency.

The callers must be able to obtain assistance with problem resolution and manual voucher authorization. The system must provide an option for the caller to receive assistance from a CSR if problem resolution is unavailable through use of the ARU/IVR.

B. Retailer Call Center Operational Requirements

The contractor must define and develop a training plan for the call center staff. The training plan will define initial start-up training needs, identifying provider procedures needed by the CSR to handle any call not answered automatically. The training plan must also address ongoing training needs due to staff turnover or a hardware/software upgrade. The training plan must be approved by the agency.

Retailer calls shall be handled according to established call procedures approved by the agency. The contractor must submit a Call Procedures Manual for approval. The manual must be submitted to the agency no later than 30 business days from the contract execution date. The manual must detail procedures for handling calls. In addition, the manual must clearly describe escalation procedures to ensure all retailer problems, concerns and/or issues are resolved in a timely, efficient and courteous manner. Closure on a call occurs when the call has been resolved according to the Call Procedures Manual. The Call Procedures Manual must include procedures for ongoing quality assurance and joint continuous improvement efforts through call monitoring, training and performance reporting.

All calls received at the call center must be logged, prioritized, routed, tracked, reported, resolved, and closed. The contractor shall also log and track all calls so that a knowledge base of frequently asked questions can be compiled. This base of questions could be utilized for additional provider and call center staff training as well as an indicator of changes needed to assure quality services to providers.

The contractor's call center must include functionality that will allow temporary messages to be added to the system greeting in special situations (i.e. disaster responses, etc.).

Due to unforeseen service interruptions, call volumes may be heavier than anticipated. To ensure that all retailers are serviced in a timely and cost effective manner, the contractor shall have as an option in their ARU/IVR and CSR procedures, a method of establishing and implementing a call priority answering hierarchy. This hierarchy will be defined by the agency.

C. Retailer Call Center Performance Requirements

Performance standards regarding the number of rings prior to the call being answered and the average time callers are on hold must be consistent with call center industry standards for customer service.

Unless different performance standards are negotiated with the contractor during contract negotiation, the standards of performance shall be:

Answer Rate

- An average of eighty-five percent of calls answered within 4 rings measured over a three month period. 'Four rings' is defined as 25 seconds
- The remaining ten percent of calls to be answered in 60 seconds
- No more than five percent of calls shall receive a busy signal measured over a three month period or a level defined by the contractor
- A call automatically placed on hold prior to the caller receiving a prompt for caller response does not meet the definition of "answered" for the purposes of this contract
- The contractor must provide a response for average wait time for calls on hold
- The contractor must define measures to be taken to accommodate escalated call volumes
- Broken or non-functioning equipment will be given top priority in the call wait queue

Wait Period

- Ninety-seven percent of all calls for Customer Service Representatives must be answered within 2 minutes measured over a three month period; the remaining three percent to be answered within 3 minutes
- One hundred (100) percent of ARU/IVR calls to be answered within five (5) seconds of menu selection

Performance of the call center will be rated quarterly. Abandoned calls will be reported on a monthly basis. The agency will require monthly reports to enable monitoring on an on-going basis.

All components of the call center shall be fully tested prior to going "live" to ensure the capacity, functionality and interface requirements are met. The agency must approve the contractor's proposed system and operation. The agency will conduct a systems acceptance test.

Contractors must provide procedures to report on these performance standards. All plans and procedures to be used for reporting shall be subject to approval from the agency. Required reports and required data elements to be captured for reporting purposes are included in this RFP.

Contractors must maintain backup operations to allow for the continued operation of the provider call center. The contractor's backup facility must, at a minimum, have seventy five (75) percent of the call capacity of the primary facility. The backup facility will be operational within one

hundred twenty (120) minutes from the loss of any segment or function of the primary system.

2.6.5 Settlement

2.6.5.1 Crediting Retailers and Financial Institutions for Redeemed Benefits

The contractor will establish settlement windows for the retailers to submit daily transaction data for creating the Automated Clearing House (ACH) tapes for settlement purposes for each business day. The EBT system must ensure credit to the financial institutions holding the accounts for the retailers or the third-party processors within two business days of the daily cut-over period for retailer settlement.

On a daily basis, the contractor will make withdrawals from the ASAP system to provide settlement to retailers for SNAP purchases made the previous day. The contractor will also withdraw the state funds from the Louisiana fiscal intermediary bank for settlement of cash transactions made that day. The contractor must advise the agency of the draw down of state funds before 11:00 a.m. each business day so that funds can be withdrawn from the state treasury to settle the outstanding obligations. The contractor must advise the agency on the day of occurrence of settlement failures. The contractor's failure to notify the agency of cash settlement needs that result in untimely settlement to retailers and financial institutions can result in the agency's assessment of penalties of \$5,000 per occurrence.

The contractor must have a relationship with a financial institution that can serve as a concentrator bank to ensure that federal and state funds that are drawn down are deposited and immediately settled to the retailer and financial institutions that provided cash and SNAP benefits to recipients.

2.6.5.2 Settlement Processes

The contractor will be required to establish a daily electronic financial settlement schedule, develop settlement policies and procedures and provide settlement information. The contractor must accurately debit and credit client accounts for withdrawals, fees and refunds, as well as credit retailers, third-party processors and financial institutions for benefits disbursed. These settlement and reconciliation processes shall occur on every bank business day at a time to be specified by the contractor or as required by standard banking practices and in accordance with applicable state and federal regulations.

The EBT system settlement process will be accomplished through an electronic transfer of funds via the ACH process or Fedwire to financial institutions. The contractor must have the ability through its concentrator bank to debit and credit all financial institutions that are participating in the EBT settlement processes.

All EBT service providers, including retailers, and ATM networks, must be allowed to select cut-over times that accommodate their business day. The contractor's contract with all service providers must fully explain the settlement process including time frames, debits, credits and adjustments.

On afternoons except weekends and federally recognized holidays, the contractor must total transactions of all access devices for the prior 24-hour period. The contractor will be responsible for meeting ACH settlement windows. Retailer business day totals must be available to retailers 7 days a week.

The contractor must convert the EBT service provider's financial account number, financial institution number and total transaction amounts into the standard National Automated Clearing House Association (NACHA) format used by financial institutions for electronic funds transfers.

The contractor must transmit this information with identifying data for each retailer's financial institution to the contractor's concentrator bank which will designate when delivery must occur so the concentrator bank can meet the Regional ACH Processor's deadline which would allow for remake capabilities. The contractor must accept liability for errors in the creation or transmission of the ACH tape.

By the beginning of the next business day the Federal Reserve Bank in Richmond, VA will distribute credits and settlement information to the appropriate financial institutions. The settlement information sent will be the EBT service provider's financial institution number, financial account number and the amount of credit due to each EBT service provider. The EBT contractor's account or the concentrator bank's account with the Federal Reserve is debited by the total of the retailer credits. The contractor must not violate the customary industry practices and standards for settlement processes.

The contractor's EBT system shall provide a mechanism for crediting retailers using third-party processors.

The contractor shall keep the EBT settlement funds separate and apart from other commercial settlement accounts that the contractor may be handling. The EBT account must be a zero balance account with the exception of settlement funds held in suspense status for future settlement or funds returned from other banks because the account is closed and settlement was not possible. The contractor must be able to reconcile settlement of funds by program. Daily data base values shall include separate suspense funds by program.

2.6.5.3 AMA/ASAP

The agency will authorize the contractor to act as the agent for the state for purposes of debits and credits of federal funds. The contractor must follow all federal or state settlement procedures in force during the life of this contract. For SNAP settlement, the Federal Reserve Bank of Richmond, VA will be acting as Account Management Agent (AMA) for FNS. The AMA will interface with Automated Standard Application Payment (ASAP). Consequently, it will be necessary for the contractor to interface with the AMA and provide data necessary for funds projection and SNAP reconciliation. The contractor will establish a process that will provide for direct file transmission to the AMA so that manual processes are not utilized in notifying AMA of the agency's issuance obligations.

The contractor will generate daily and monthly reports that will substantiate all AMA and ASAP transactions. Reconciliation reports must validate the encumbrance of

federal funds, withdrawal of federal funds and value of funds held in suspense or as encumbrances for future settlement for each settlement category (cash, SNAP or any other programs implemented under this contract). The agency must validate manual entries to the AMA.

The contractor's concentrator bank shall be a federally insured financial institution or other entity acceptable to the Regional ACH Processor. This concentrator bank must have the capability of accepting financial institution and retailer credits and debits obtained from the EBT system and transmitting them to the ACH network operated by the Federal Reserve or through another process for crediting retailers approved by FNS.

2.6.5.4 TANF Special Provisions

The Louisiana Office of Treasury has a contract with Chase Bank located at 451 Florida Boulevard, Baton Rouge that provides central depository services for the TANF Program. The Treasurer's Office deposits state funds in the TANF account at Chase Bank in increments to coincide with the redemption patterns of the TANF recipients. Chase Bank will wire transfer funds to the contractor's concentrator bank so that the concentrator bank can provide settlement of the TANF obligations to the retailers and banks participating in the EBT project. The contractor will be responsible for establishing the necessary interfaces to accomplish the settlement of TANF accounts. The contractor will notify the agency each day of the amount of funds needed to settle the TANF obligations. The contractor will cooperate with the agency in determining the amount of funds needed to meet settlement obligations when there is a state holiday that is not a banking holiday.

2.6.5.5 SNAP Special Provisions

The contractor shall create and transmit ACH settlement information to the FNS Benefit Redemption Systems Branch (BRSB) each Sunday for the activity occurring each day of the previous week (Sunday through Saturday). The transmission file will include the retailer's FNS authorization number, the transaction day, the total amount of transactions for each retailer, and the consolidated total of transactions that occurred for each day.

The contractor must validate ACH payments, draw down requests and retailer credit information. Offsetting credits or adjustments shall be considered in the daily settlement process. See 7 CFR 274.4(a) through 7 CFR 274.4(a)(1)(vi). The contractor will provide the agency with reports of daily totals of drawdown of federal funds, authorization amounts and credits, adjustments or corrections and daily encumbrances by program as a summary of the daily transactions. The contractor must cooperate in researching errors in data in a timely manner.

The contractor shall provide reports that enable the agency to perform reconciliation activities in accordance with federal reconciliation standards. The contractor must report any unsettled funds to the state. FNS has determined that unsettled funds must be returned to the U.S. Treasury and will develop a policy for this process in the future. The contractor must comply with this policy once it has been developed.

2.6.6 Interface Requirements

2.6.6.1. Agency Interface

Louisiana has sixty-four (64) parishes with thirty-six (36) offices. This configuration is subject to change during the terms of the contract. Each local office has LAN/WAN intranet access to the system mainframe. The agency will provide the personal computers for the administrative terminals. The personal computers in the agency's intranet use Windows software. The contractor will be required to provide access to its EBT system via these administrative terminals.

The contractor's hardware and software will interface with the agency mainframe. The agency mainframe computer hardware environment is described in Attachment VI. The contractor shall minimize any necessary modifications to the agency's system in order to establish the interface. All interfaces must be fully tested by the contractor.

In order to transfer authorized EBT benefits from the agency system to the EBT system, an interface between the agency's eligibility file (FAMIS) and the contractor's database must be developed. This interface must facilitate same-day-available, next-day-available and ongoing monthly benefit authorizations. The existing interface uses a batch process to issue all three types of benefits. The agency will be responsible for making necessary changes to the FAMIS system.

The contractor will be responsible for developing the telecommunication interface between these two systems. The contractor must be able to accept files on an as-needed basis for corrective or special circumstances. The contractor will be responsible for all charges associated with the establishment, operation and maintenance of this interface.

The agency will require administrative terminal access in all local, regional and designated state offices. The agency will require cross-domain interface capability on agency personal computers. Cross-domain interface will enable the agency's network devices to log on to applications running on the contractor's system. The agency's network devices must have the ability to perform the following functions:

- Same-day benefit issuance
- Card activation
- On-line access to management reports
- Validation of settlement amounts for authorizing funds transfer
- Ability to research EBT account histories for recipient and retailer related inquiries
- Inquiry screens that provide real time recipient transaction and authorization histories and card issuance information
- Card deactivation
- Transaction and authorization histories for a minimum of three months
- Case data change
- Ability to receive and print data residing on or being transmitted from the contractor's system

Recipient data shall be accessible by entering any one of the following:

- Recipient name
- Card number or PAN
- Case ID number
- Social Security Number

Retailer data shall be accessible by FNS Retailer identification number or terminal number.

The agency will define security parameters for granting employees access to administrative terminal functionality and information.

The contractor must allow federal investigative agencies to have direct on-line access to its system's transaction data base but only at the expense of the investigative agency.

2.6.6.2 Retailer Interface

Each third-party processor must have an on-line interface with the contractor. This interface must be tested and certified to the contractor's system. Transactions processed by the retailers must route to the contractor's system for approval. The interface must support other retailer functions such as adjustments, refunds, voids, balance inquiries and all other POS actions. The interface must support security measures required by the agency.

2.6.6.3 Benefit Redemption Systems Branch Interface

Each week the contractor will be required to transmit the ACH data containing the daily net redemption activity of each retailer to BRSB. The transmittal may be by Connect Direct, VPN or other means acceptable to FNS. The contractor will pay all charges associated with establishing, operating and maintaining this interface.

2.6.6.4 ALERT System Interface

The ALERT System enables FNS to use fraud detection profiles to identify potential retailer fraud. The contractor shall interface with this system and transmit the data to the National FNS office on a daily basis for analysis. The contractor will pay all charges associated with establishing, operating and maintaining this interface.

2.6.6.5 FNS REDE System Interface

The contractor is responsible for developing the telecommunication interface with FNS REDE system and the state agency. The contractor shall not require any modification to the agency's system in order to complete the necessary interfaces. All interfaces must be fully tested by the contractor.

2.6.7 Client Call Center

The contractor shall operate and maintain an EBT client call center as required by state and federal regulations. The function of the call center is to provide customer services to clients participating in the Louisiana Electronic Benefit Transfer program. The client call center will receive calls from recipients requesting general information, reporting lost or stolen EBT cards, requesting PIN selection, and/or assistance with problem resolution. Except for mailing address, Call Center staff is not to accept, receive, or act upon any SNAP client demographic information provided by the client. In these instances, the client is to be referred to the State.

Currently, there are approximately 411,399 SNAP cardholders and 5,831 TANF cardholders participating in the Louisiana EBT program. These numbers may increase or decrease.

2.6.7.1 Functional Requirements

The contractor will be responsible for acquiring, installing and maintaining a toll-free customer service hotline(s) to assist recipients. The call center must be available seven (7) days per week, twenty-four (24) hours per day for select services. The contractor will be responsible for all costs for the customer service hotline including fees charged for calls originating from pay telephones. This toll-free hotline shall also be available from other states to assist Louisiana recipients who are temporarily out of state.

All services offered must be accessible by touch tone telephones. The customer service representatives (CSR) must be accessible by all other types of telephone functionality. In addition, the call center must provide Telecommunication Device for the Deaf (TDD) services for hearing impaired recipients.

The contractor must provide and maintain a fully redundant telecommunications network capable of supporting fluctuating call volumes. This is especially important during disaster events as call volumes increase greatly during disasters.

To ensure that all calls are answered in a time-sensitive and cost-effective fashion, the contractor must provide Automated Response Unit (ARU) or Interactive Voice Response (IVR) services to answer all initial calls coming into the call center. The ARU/IVR must respond to "keyed" commands from clients using touch-tone phones.

The ARU/IVR must prompt the caller to indicate if the caller is using a touch-tone telephone. If the caller is not using a touch-tone telephone, the call will be routed to a CSR. If the caller is using a touch-tone telephone, the ARU/IVR will prompt and provide services. Call center services, whether obtained through the ARU/IVR unit or from a CSR, shall be available in English, Vietnamese and Spanish. The contractor may provide additional languages at no additional cost to the agency. Pricing for other languages shall be in accordance with the Contractor's proposal.

Clients calling the call center shall be greeted by the ARU/IVR and required to enter their 16 digit card number to enter the system. After successful entry of the card number, the ARU/IVR must provide recipients with options to get additional information or assistance. Clients without a card or unable to enter the card number must have their call default to a CSR. To ensure security, prior to a CSR providing any account information to a client, the client will be required to provide certain identifying information to be determined by the agency.

The callers must be able to obtain assistance with problem resolution, balance inquiry, PIN selection and transaction history. The system must provide an option for the caller to receive assistance from a CSR if problem resolution is unavailable through use of the ARU/IVR.

Call center services and the hours that services are to be available to clients through the ARU/IVR or CSR are set forth in the following table:

CLIENT CALL CENTER SERVICES					
SERVICES	PROCEDURES	SERVICE PROVIDER		HOURS OF OPERATION (CST)	
		ARU	CSR	7:30 AM - 7:30 PM Mon-Fri	7 x 24
Accept report of lost, stolen or damaged card. DCFS, as a security measure, will provide a unique recipient identifier to use for card deactivation.	<p>a. Perform inquiry on Host EBT system to access client account.</p> <p>b. Disable card on Host EBT system</p> <p>c. Obtain detailed information on last transaction (e.g., site/location, transaction type, amount, date)</p> <p>d. Replace EBT card if requested</p>		X		X
Provide account balance information	Provide information automatically upon entry of Card number. The agency imposes a 5-call per-month cap on balance inquiries. This cap will not restrict access for reasons other than balance inquiries. The system shall advise the caller of the number of calls remaining in the month after each balance inquiry call. CSR to provide as necessary.	X			X
PIN Select	Allow PIN selection upon entry of security information.	X			X
Provide benefit availability date	Standardized Message	X			X

CLIENT CALL CENTER SERVICES					
SERVICES	PROCEDURES	SERVICE PROVIDER		HOURS OF OPERATION (CST)	
		ARU	CSR	7:30 AM - 7:30 PM Mon-Fri	7 x 24
Provide transaction history	a. Perform inquiry via ARU/on the Host EBT system to determine last 10 transactions for each account (transaction history limited to last three (3) months).	X			X
	b. If the client requests additional information, complete Settlement and Reconciliation Request and forward request (electronically) to the appropriate section.		X	X	
Provide information on card replacements	Referral to appropriate parish DCFS office.		X	X	
Accept reports of unauthorized card usage	a. Perform inquiry on Host EBT system to access account. b. Verify unauthorized usage with client. c. Complete Settlement and Reconciliation Request d. Report unauthorized use immediately to the Agency.		X	X	

CLIENT CALL CENTER SERVICES					
SERVICES	PROCEDURES	SERVICE PROVIDER		HOURS OF OPERATION (CST)	
		ARU	CSR	7:30 AM - 7:30 PM Mon-Fri	7 x 24
Accept complaints from clients regarding disputed transactions	a. Perform inquiry on the Host EBT system to access client account. b. Gather information about the disputed transaction (e.g., date, type, amount, circumstances of complaint) on EBT Call Center system. c. Immediately forward information (electronically) to the appropriate section.		X	X	
Accept complaints from clients on the EBT program	a. Document EBT complaint b. Forward information (by mail, by fax or e-mail) to the Agency		X	X	

After contract award, the contractor will develop ARU/IVR scripts for Agency approval.

The contractor shall also provide online customer support via the internet.

2.6.7.2 Operational Requirements

The contractor must define and develop a training plan for the call center staff. The training plan will define initial start-up training needs, identifying client procedures needed by the CSR to handle any call not answered automatically. The training plan must also address ongoing training needs due to staff turnover or a hardware/software upgrade. The training plan must be approved by the agency.

Client calls shall be handled according to established call procedures approved by the agency. The contractor must submit a client Call Procedures Manual for approval. The manual must be submitted to the agency no later than 30 business days from the contract execution date. The manual must detail procedures for handling calls including specific circumstances in which the call center shall refer clients to the local offices. In addition, the manual must clearly describe escalation procedures to ensure all client problems, concerns and/or issues are resolved in a timely, efficient and courteous manner. Closure on a call shall occur when the call has been resolved according to the Call Procedures Manual. The Call Procedures Manual must include

procedures for ongoing quality assurance and joint continuous improvement efforts through client call monitoring, training and performance reporting.

The contractor shall ensure that all calls received at the call center are logged, prioritized, routed, tracked, reported, resolved and closed. The contractor shall also log and track all calls so that a knowledge base of frequently asked questions can be compiled. This base of questions could be utilized for additional client and call center staff training as well as an indicator of changes needed to assure quality services to clients.

The contractor's call center must include functionality that will allow temporary messages to be added to the system greeting in special situations (i.e. disaster responses, etc.).

Due to unforeseen service interruptions, call volumes may be heavier than anticipated. To ensure that all clients are serviced in a timely and cost effective manner, the contractor shall have as an option in their ARU/IVR and CSR procedures, a method of establishing and implementing a call priority answering hierarchy. This hierarchy will be defined by the agency.

2.6.7.3 Performance Requirements

Performance standards regarding the number of rings prior to the call being answered and the average time callers are on hold must be consistent with call center industry standards for customer service. The EBT contractor is obligated to meet the minimum standards defined below:

Answer Rate

- An average of eighty-five percent of calls answered within 4 rings measured over a three month period. "Four rings" is defined as 25 seconds
- There shall be no busy signal for the first 400 calls per month
- The remaining ten percent of calls to be answered in 60 seconds
- No more than five percent of calls shall receive a busy signal measured over a three month period or a level defined by the contractor
- A call automatically placed on hold prior to the caller receiving a prompt for caller response does not meet the definition of "answered" for the purposes of this contract
- The contractor must provide a response for average wait time for calls on hold
- The contractor must define measures to be taken to accommodate escalated call volumes
- Lost and stolen cards request will be given top priority in the call wait queue

Wait Period

- Ninety-seven percent of all calls for Customer Service Representatives must be answered within 2 minutes measured over a three month period; the remaining three percent to be answered in 3 minutes
- One hundred (100) percent of ARU/IVR calls to be answered within five (5) seconds of menu selection

Performance of the call center will be rated quarterly. Abandoned calls will be reported on a monthly basis. The agency will require monthly reports to enable monitoring on an on-going basis.

All components of the call center shall be fully tested prior to going "live" to ensure the capacity, functionality and interface requirements are met. The agency must approve the contractor's proposed system and operation. The agency will conduct a systems acceptance test.

All plans and procedures to be used for reporting shall be subject to approval from the agency. Required reports and required data elements to be captured for reporting purposes are included in this RFP.

Contractors must maintain backup operations to allow for the continued operation of the client call center. At a minimum, the call center must maintain the ability to deactivate lost and stolen cards. The contractor's backup facility, must, at a minimum, have seventy five (75) percent of the call capacity of the primary facility. The backup facility will be operational within sixty (60) minutes from the loss of any segment or function of the primary system.

2.6.8 Security

The contractor must provide documentation that its system provides a secure environment for benefit information, transactions, PIN selections and POS activity. The system must be secured against unauthorized intrusion. Refer to USDA Regulation Number 3140-1 dated May 15, 1996 showing subject to be "USDA Information System Security", 7 CFR 274.8(b)(3) and the Computer Security Act of 1987.

2.6.8.1 Segregation of Duties

System operations functions shall be segregated from reconciliation duties. A separate EBT security component shall be incorporated into the DCFS Security Programs for Automated Data Processing systems by the agency. At a minimum, the contractor must define separate user roles and responsibilities. These roles include a system administrator, data base administrator and administrative terminal user. Further, the contractor must define the minimum set of system privileges allowed for each role type (e.g., DBA allowed read, write, modify access to the data base, but not provided any operating system privileges). The contractor will be required to define other roles at the agency's request.

2.6.8.2 Contingency Plan for System Security

The contractor's contingency plan shall outline specific security measures that are to be incorporated into the system as well as alternate plans in the event of disasters, security breaches or criminal activities such as theft or counterfeiting of cards.

2.6.8.3 Personal Identification Number (PIN)

The Personal Identification Number (PIN) is an integral part of the EBT security system. The recipients must be allowed to select their own PIN by IVR/ARU. The PIN must be validated with every transaction. The PIN shall be encrypted at point of entry into the system and shall never travel in the clear. The PIN shall be encrypted and stored on the contractor's data base. The recipient shall be able to change the PIN via the IVR/ARU. There shall be no limits on the number of PINs that a recipient can select but only one PIN will be valid at a time. When a new PIN is selected, the contractor's system must require cancellation of the previous PIN before the new PIN is selected. The encryption keys used by the current contractor shall be used by the new contractor selected under this procurement.

2.6.8.4 Risk Analysis

A risk analysis will be conducted by the contractor as defined in 7 CFR 277.18(m), and cover those issues defined in 7 CFR 274.8 prior to implementation and within 60 days after implementation of the EBT system.

2.6.8.5 Agency EBT System Integrity

The contractor must ensure that the agency's information (e.g. transaction data base) is only accessed by individuals with a need to know. To ensure integrity in the EBT system, the system must recognize that agency personnel have different levels of security. The agency assigns the level of security based on the employee classification and on a need-to-know basis. These security provisions allow access for functional requirements such as inquiry, minimal case modification (i.e. change of address), card issuance, card deactivation and benefit cancellation as applicable.

2.6.8.6 Administrative Terminal Security

The contractor must ensure that EBT functions originating from an administrative terminal are performed only by authorized EBT users who operate within the defined parameters granted by their user security level. In addition, the contractor must ensure that any EBT functions located on an administrative terminal cannot be modified by unauthorized personnel. The contractor shall conduct annual computer security training and on-going maintenance of an on-line user log.

Contractor is required to perform:

- a. A periodic test to compare all active employees against a list of those employees with access to the EBT system.
- b. A periodic test to compare the assigned EBT roles and responsibilities of current employees to a list of their current roles and responsibilities or job duties.

2.6.8.7 Security Plan

The contractor shall develop an EBT system security plan. The plan shall include at a minimum, the administrative, physical and technical controls that will be utilized to ensure the secure operations of the EBT system. The plan shall follow guidance provided in the FNS Handbook 901, Appendix III to OMB Circular No. A-130 , FNS Security Guidelines issued in January 1996.

2.6.8.8 Host Disaster Recovery – Manual and Alternate Procedures

The contractor must have system disaster recovery and back-up procedures. The contractor will be required to be connected to a fully functional tandem or “hot” back-up system to permit benefit access when the contractor’s primary computer, terminals or communications links are not operational.

The contractor’s system must provide for systems disaster recovery and rebuilding of files in the event of a major failure at the central processing site. The contractor shall conduct an annual test of their back-up system. Results of the annual test shall be reported to the state. Provision for an emergency processing site must be part of the systems disaster recovery plan as well as “last resort” manual procedures. If changes are made to systems disaster recovery hardware/software after the Acceptance Test, the system must be re-tested.

2.6.8.9 Administrative and Operational Procedures

Procedures must be established that ensure that administrative and operations functions are separated or dually controlled in accordance with 7 CFR 274.8(b)(3)(iv)(A).

2.6.9 Reports

The contractor must accommodate the informational needs of the state and FNS in its reporting package. The reports package must meet the EBT reporting requirements specified in 7 CFR 274.8. This information shall be provided electronically via the administrative terminal system, electronic files transmitted to DCFS or by web-based Internet access.

The contractor will be responsible for distributing appropriate daily and monthly reports to the state and FNS. The distribution of the reports must be in an electronic format, but the method for distribution of reports will be finalized during system design/development activities.

Reports provided to the state in a file transmission must use fixed-block ASCII (FBA) carriage control for controlling the formatting of reports being printed.

The contractor shall provide report training and report manuals for state staff prior to assuming EBT system operations.

The reporting system must produce information at the program and local office summary level. Settlement and reconciliation reports must be consolidated at the state level.

The contractor shall provide to the state a daily account activity file (transaction history) of all transactions impacting benefit authorizations for reconciliation, audit and investigative purposes. The contractor also shall provide a daily data file containing settlement totals by benefit type for both the regular EBT and investigative account profiles. This file will be used by the agency to interface with the State of Louisiana's Integrated Statewide Information Systems (ISIS) accounting system.

The contractor must provide its current EBT reports package with a brief description of the frequency and intended purpose of each report. The EBT reports package shall include the following reporting information:

- Financial reports for accounting, reconciling, balancing and auditing EBT system operations
- Statistical reports for assisting with the management of the EBT system
- Administrative terminal reports that provide information about administrative terminal access and transactions occurring through the administrative terminal system
- Support reports to control and account for activity taking place on the EBT system but are not specifically used in the financial settlement and reconciliation process
- Management reports to ensure that the contractor is meeting the standards, requirements and definitions specified in 7 CFR 274.4, et seq.
- Billing reports shall be provided to DCFS in an electronic format to substantiate the monthly billing for EBT services
- Ad-Hoc reports: The contractor shall support these requests on a timely basis. The reports will be paid for on an hourly basis
- End-of-disaster reports giving the total amount of Disaster SNAP Program benefits issued and an unduplicated case count for each federally declared disaster
- Incident reports explaining system or component downtime
- Retailer management reports that cover the timeliness of agreement processing, execution, and POS terminal installations as well as the number of inactive POS terminals
- Customer service reports that report monthly on the statistics and effectiveness of the customer service functions for both the customer service and retail help lines
 - Client help desk reports: The contractor shall provide a monthly summary of the number of calls received on the customer hotline by reason (lost/stolen card, balance inquiry, transaction history, etc.) for both ARU/IVR and CSR. Daily statistics regarding help desk performance (i.e., number of calls, number of rings before answered, number of abandoned calls, number of busy signals received) shall also be collected and reported
 - Retailer help desk reports: The contractor shall provide a monthly summary of the number of calls received on the retailer hotline by reason (SNAP voice authorization, terminal problems, settlement questions, etc.) for both ARU/IVR and CSR. Statistics regarding retailer help tickets, including the number of tickets opened, tickets closed and reason for the ticket shall be provided. Also daily statistics regarding the help desk performance (i.e., number of calls, number of rings before answered, number of abandoned calls, number of busy signals received) shall be collected and reported

2.6.10 Disaster Response

2.6.10.1 Federally Declared Disaster SNAP Program

In certain circumstances such as adverse weather conditions or environmental catastrophes, the USDA-FNS approves the agency's request for disaster provisions of the SNAP Act in order for persons who are impacted by the disaster to be eligible for food assistance.

For disaster purposes, Louisiana uses a specialized disaster EBT card that comes with a primary account number (PAN) pre-printed and encoded. Louisiana's disaster cards utilize a pre-assigned personal identification number (PIN) consisting of the 12th through 15th digit of the PAN. The contractor will be required to provide the agency with an inventory of cards in advance for deployment in the event of a disaster. The cost of disaster cards will be billed separately and must not be included in the cost per case quoted in response to this RFP.

In the event of a SNAP disaster declaration, the agency will request approval of a Disaster Supplemental Nutrition Assistance Program (DSNAP). As a result, additional households will be added to the SNAP Program. The number of cases added to the program will depend on the severity of the disaster and the location. The contractor will be required to provide services to the additional recipients and will be compensated at the contracted rate for disaster cards at the time of the disaster declaration.

The agency reserves an option to include cash disaster benefits. In this case, the contractor will be compensated for the increase in the cash assistance caseload at the contracted rate.

2.6.10.2 Replacement of Disaster Card Stock

The agency will replace its current disaster EBT card stock under this contract. The contractor shall provide 200,000 pre-pinned vault cards to the agency once the contractor takes over EBT transaction processing. The contractor shall also maintain a supply of at least 100,000 cards with the card vendor to enable delivery within a short amount of time if a large-scale disaster occurs.

PART III: EVALUATION

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

3.1 Evaluation Committee

An Evaluation Committee will be established to determine which proposal offers the agency the greatest value and provides the highest level of service to SNAP and TANF recipients. All proposals received by the closing deadline will be evaluated by the committee.

3.2 Evaluation Procedures

- The committee shall first review each proposal to determine if the proposal is sufficiently responsive to the requirements of the RFP to warrant a full evaluation. The failure of a proposal to address all mandatory requirements shall result in immediate rejection.
- It will be in the proposer's best interest to ensure that all information related to the technical portion of the proposal is provided and easily located. The committee may request a written clarification of information presented in the RFP response from any proposer. This will aid in the evaluation and rating of the proposal. If information that is required for a full technical evaluation is missing, the committee will request the information in accordance with the process described in Part 1, Section 1.5 of this RFP.
- All proposals judged to meet mandatory proposal requirements will be evaluated on technical and cost merits. Scores will be assigned.
- The technical portion of each proposal will be assigned points based on its response to the optimum standard, not in comparison with other proposals.

3.3 Evaluation Criteria

For ranking purposes, each proposal subject to evaluation will be evaluated for technical and cost criteria. The EBT System has a maximum point value of 600 points of which 360 points (60%) apply to the technical criteria and 240 points (40%) apply to cost criteria. Technical criteria include proposer experience, organizational strength, and personnel, the proposed technical solution, ease of transition and project management and schedule of tasks.

A. Technical Criteria (360 points):

a. Proposer Experience, Organizational Strength, and Personnel (100 pts)

- Amount of experience the proposer has in working with state and federal governmental agencies providing services similar in size and scope to the RFP, specifically in the areas of Electronic Benefit Transfer, Electronic Funds Transfer, debit cards or bank card technology, call center management and retailer management.
- Strength of the proposer through a review of the organizational

structure and stability of the proposer's company including financial volume, profitability, and capacity for operating an EBT system according to the requirements of the RFP.

- Qualifications and experience of proposed key personnel

b. Proposed Technical Solution (230 pts)

Ability of the proposer's solution to meet or exceed the services and functional requirements of the EBT system as described in the RFP. This will include the written response and any presentation made by the proposer to expound upon the technical merits of the proposal.

c. Project Management and Schedule of Tasks (30 pts)

The proposal will be evaluated on the schedules of milestones and deliverables related to system requirements, hardware installations and methodologies used to provide solutions to the RFP requirements as well as the commitment of appropriate personnel.

B. Evaluation of Cost (240 points)

Proposals will be evaluated on the costs over the life of the contract. This section will be evaluated on the prices proposed for SNAP costs only as this is the largest program within this contract. Cost points will be assigned as follows:

- For counts fixed at 15% and 30% above and below the base count, the costs for contract years 2 through 6 will be averaged. For the base count, the costs for contract years 1 through 6 will be averaged.
- The maximum points available for each tier will be:
 - i. 180 points for base caseload
 - ii. 12 points for 30% above base caseload
 - iii. 18 points for 15% above base caseload
 - iv. 18 points for 15% below base caseload
 - v. 12 points for 30% below base caseload

The lowest SNAP costs for each level will be awarded the maximum point value for the level. Cost points for subsequent rankings will be proportionately reduced. Example: For the base count, the lowest cost is \$1.00 and the second lowest cost is \$1.10. The higher cost exceeds the lower cost by \$.10 or 10% (\$.10 divided by \$1.00). The lower cost received the maximum 180 points for the base count price level and the higher cost receives 180 points less 10% or 162 points.

A pricing matrix is provided as part of this document in Attachment III for use by the proposer in its cost schedule. Use of this matrix is mandatory.

3.4 Rating the Proposals

The process used to determine the ratings is outlined below:

- All proposals that are evaluated by the committee will be rated and scored first for technical merits. The maximum score for technical merits will be 360 points.
- After technical merits are scored, cost quotes on the cost schedules will be evaluated. Points for SNAP costs will be assigned using the required Attachment III SNAP Program tiered pricing schedule. The maximum score for cost merits will be 240 points.
- The points for technical and cost merits will be added together. The combined total of points will be the proposer's final score.

3.5 Final Selection

The proposer who receives the highest score shall be recommended for award. The agency will negotiate a contract with the successful proposer. All proposers will be notified in writing of the selection.

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

The agency's performance expectations for the delivery of EBT services are described below.

The agency has identified certain instances of default or non-performance that, should they continue to occur over an extended period of time, will cause extreme financial losses and/or hardship to the agency or its clients. The agency intends to assess liquidated damages if these events occur within the time periods specified below. Should such conditions of default continue; however, the agency intends to pursue recovery of actual losses resulting from the contractor's failure to perform, and expressly reserves the right to do so. The agency's failure to assess liquidated or actual damages in one 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 relating to other similar occurrences.

4.2 Performance Measurement/Evaluation

Standard	Liquidated Damages
<p>System Availability:</p> <p>The contractor's EBT system must be available 99.9 percent of the scheduled up time.</p> <p>The EBT system must meet federal regulations for EBT systems by permitting no more than two inaccurate EBT transactions for every 10,000 EBT transactions processed.</p> <p>The "total system" including any network or intermediate processing facilities and cardholder authorization process shall be available 98 percent of scheduled up time, which is defined as 24 hours a day, 7 days a week, a total of 168 hours per week or 10,080 minutes per week.</p>	<p>\$5,000 for each percentage point or proportional dollar amount for each fraction of a percentage point below the standard as indicated by the monthly system availability reports</p>
<p>Switch to Backup:</p> <p>The maximum unscheduled downtime during one episode before backup systems must be put into effect shall be one hour. Unscheduled downtime for the system of more than one hour will be considered system failure for which penalties may be assessed.</p>	<p>\$5,000 per incident of downtime that is not scheduled</p>

<p>Benefit Availability:</p> <p>The monthly authorizations and daily next-day-available authorizations transmitted to the contractor in batch processing must be posted and be available to recipients by 5:00 a.m. on the availability date as specified by the agency.</p>	<p>\$500 for each recipient authorization that is not posted timely and accurately with a maximum penalty of \$5,000 per file</p>
<p>EBT Card Issuance:</p> <p>This file will be transmitted to the contractor on workdays and the contractor will have responsibility for producing the card and mailing to the recipient no later than the next workday.</p>	<p>\$500 for each card file not fully processed with cards mailed out by the next business day</p>
<p>POS Transaction Processing:</p> <p>For leased line systems, 98% of EBT transactions shall be processed within 10 or less seconds and 100% of transactions within 15 seconds</p> <p>For dial-up systems, 95% of EBT transactions shall be processed within 15 seconds or less and 100% within 20 seconds or less</p>	<p>For EBT-Only retailers:</p> <p>\$5,000 for each percentage point or proportional dollar amount for each fraction of a percentage point below the standard as indicated by the monthly response time reports</p>
<p>Call Center Standards:</p> <p>An average of eighty-five percent of calls answered within 4 rings measured over a three month period. "Four rings" is defined as 25 seconds. The remaining ten percent of calls to be answered in 60 seconds</p> <p>No call busy signal for the first four hundred calls or a level defined by the Proposer.</p> <p>Ninety-seven percent of all calls for Customer Service Representatives must be answered within 2 minutes measured over a three month period; the remaining three percent to be answered in 3 minutes</p> <p>One hundred percent of ARU/IVR calls shall be answered within five seconds of menu selection.</p>	<p>\$5,000 per month if the contractor fails to meet call center standards as indicated by performance reports</p>
<p>Settlement:</p> <p>The contractor must notify the agency of cash settlement needs in order to ensure timely settlement to retailers and financial institutions.</p>	<p>Failure to notify the agency of cash settlement needs that result in untimely settlement to retailers and financial institutions can result in the agency's assessment of penalties of \$5,000 per occurrence.</p>

<p>Reports/Files:</p> <p>Daily reports and files will be delivered to the agency on a schedule to be finalized during system design/development.</p> <p>Monthly reports and files will be delivered to the agency on a schedule to be finalized during system design/development.</p>	<p>\$500 per day should the contractor fail to provide a required report/file or the contractor submits a required report/file that contains inaccurate information</p> <p>The contractor will have five working days (or another mutually agreed upon period) from the date of receipt of notification to cure the failure before damages will be assessed</p>
<p>EBT-Only Equipment Installation:</p> <p>One hundred percent of POS terminals shall be installed and operational within 14 days after receipt of the FNS Retailer authorization notice measured over a three month period. Retailer initiated delays not included.</p>	<p>\$1,000 for each percentage point or proportional dollar amount for each fraction of a percentage point below the standard as indicated by the monthly installation reports</p>
<p>EBT-Only Equipment Replacement/Repair:</p> <p>One hundred percent of POS terminals shall be repaired or have a replacement shipped within 48 hours from the time the equipment failure was reported if customer service assistance is unable to resolve the failure by reset processes (measured over a three month period).</p>	<p>\$500 for each percentage point or proportional dollar amount for each fraction of a percentage point below the standard as indicated by the monthly installation reports</p>

ATTACHMENT I: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

Proposer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 45 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document. .)
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov> .)
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification
9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal,

termination, or commercially limiting actions. The State reserves the right to reject the response of the proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

Authorized Signature: _____
Typed or Printed Name: _____
Title: _____
Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative	DATE
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ATTACHMENT II: SAMPLE CONTRACT

STATE OF LOUISIANA CONTRACT

On this ____ day of _____, 20____, the State of Louisiana, Department of Children and Family Services, hereinafter sometimes referred to as the "State", and [*CONTRACTOR'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE*], hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

1 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

This contract provides for the services of a full-service, turnkey contractor with experience in the installation and operation of a large-scale Electronic Benefits Transfer (EBT) System. The Contractor will provide for design, development and operation of an EBT system to distribute Food Stamps and Temporary Assistance to Needy Families (TANF) cash assistance to recipients in the State of Louisiana. The Contractor will provide for the transitioning from the preceding Contractor's system to the new system. The Contractor will provide transaction processing services, initial training for DSS personnel, material for training recipients, initial and on-going training for retailers, POS devices, PIN select equipment, telecommunication lines and connections, reports, reconciliation, maintenance of recipient and retailer accounts, maintenance of the EBT component systems and Call Center help desk for retailers and recipients. The Contractor will fulfill EBT Card production and issuance activities for Louisiana Food Stamp and cash assistance recipients.

1.2 STATEMENT OF WORK

Contractor will provide services as set forth in the RFP.

1.2.1. GOALS AND OBJECTIVES

Department of Children and Family Services (DCFS) is seeking a turn-key EBT system that will provide for benefit delivery of Supplemental Nutrition Assistance Program (SNAP) and Temporary Assistance to Needy Families (TANF) assistance utilizing magnetic-stripe cards in accordance with the specifications prescribed in this document. This should be accomplished in the most cost effective and recipient-oriented manner.

1.2.2. PERFORMANCE MEASURES

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the contractor's performance against the criteria in the Statement of Work and are identified as:

Performance of this contract is essential and if the Contractor fails to meet the tasks and project deliverables in accordance with the contract and all its components, including the RFP, the proposal, and all attachments, or if it fails to meet any standard of performance within the time set forth in this contract or any of its components unless an extension of time in which to perform is granted in writing by the State, then the State will require an immediate corrective plan. In addition, the State may assess damages up to a total of ten thousand dollars (\$10,000.00) per day according to the schedule of liquidated damages set forth below until such

task, deliverable, or standard of performance is met or completed and accepted by the State of Louisiana. Multiple liquidated damages may be assessed simultaneously, and each failure to meet a task, deliverable, milestone or standard of performance shall be treated as a separate damage, even if arising from the same act, occurrence, or performance or failure to perform. In the event that the State elects to impose liquidated damages on the Contractor for a failure, the State may not terminate this agreement solely for such failure, provided that upon a recurrence of such failure, the State is not obligated to impose liquidated damages and the State may elect to terminate this agreement for cause. The imposition of such liquidated damages shall not preclude the State from using such prior events as additional cause for termination upon a recurrence.

Notwithstanding anything to the contrary in this Contract, liquidated damages will not be imposed, and Contractor shall not be liable for failure to meet any performance standard, to the extent that the failure is due to the actions or omissions of the State or third parties outside of Contractor's reasonable control.

1.2.2.1 Liquidated damages will be imposed for violations of POS response time requirements for EBT transactions driven by the Contractor. The liquidated damage is \$5,000 for each percentage point or proportional dollar amount for a fraction of a percentage point below the following tolerance levels as indicated by monthly response time reports: For leased line systems, 98% of EBT transactions shall be processed within 10 or less seconds and 100% of transactions within 15 seconds. For dial-up systems, 95% of EBT Transactions shall be processed within 15 seconds or less and 100% within 20 seconds or less. Contractor agrees that it shall correct any failure of performance for violations of POS response time requirements within 1 working day of prior written notice setting out the specifics of failure. If the Contractor does not correct the failure within the 1 working day or provide an agreed upon plan to cure within that period, the failure or its lack of correction shall constitute default on the part of the Contractor. The performance standard will be measured over a 30 day period.

1.2.2.2 The Contractor must accurately post benefit authorizations and meet the file processing time frames to be agreed by the parties during the project Design Phase. A penalty of \$500 will be assessed for each authorization that is not posted timely and accurately with a maximum penalty of \$5,000 per file.

1.2.2.3 The Contractor is liable for the amount of any transactions posted to client accounts which are in excess of the amount authorized by the State.

1.2.2.4 The Contractor's EBT central computer system must all be available 99.9 percent of the scheduled up time. Scheduled up time shall mean the database is available for all systems transactions twenty four hours daily, seven days a week, except for scheduled downtime for routine maintenance. The liquidated damage is \$5,000 for each percentage point or proportional dollar amount for a fraction of a percentage point below tolerance levels as indicated by monthly system availability reports. Contractor agrees that it shall correct any failure of performance for violations of scheduled up time requirements within 1 working day of prior written notice setting out the specifics of failure. If the Contractor does not correct the failure within the 1 working day or provide an agreed upon plan to cure within that period, the

failure or its lack of correction shall constitute default on the part of the Contractor. The performance standard will be measured over a 30 day period.

1.2.2.5 The Contractor must make their EBT central computer system available for testing in accordance with Federal requirements in order to meet the specifications of this RFP. The Federal agency may require system testing to determine whether the system can handle transactions at start-up and expansion of the system and whether third-party processors and cardholder authorization processors are capable of complying with the prescribed system availability standards.

1.2.2.6 The Contractor's EBT central computer system shall meet Federal regulations for EBT systems by permitting no more than two inaccurate EBT transactions for every 10,000 EBT transactions processed. The transactions to be included in testing systems accuracy shall include all types of food stamp transactions permitted at POS terminals and processed through the Contractor's system, cash debit transactions from ATM and POS machines, manual transactions entered into the system, credits to recipient EBT accounts, and funds transfers to retailer accounts.

1.2.2.6.1 The "total system", including the Contractor's EBT central computer system, any network or intermediate processing facilities and cardholder authorization processes, shall be available 98 percent of scheduled up time, which is defined as 24 hours a day, 7 days a week. The liquidated damage is \$5,000 for each percentage point or proportional dollar amount for a fraction of a percentage point below tolerance levels as indicated by monthly system availability reports. Contractor agrees that it shall correct any failure of performance for violations of availability of the "total system" within 1 working day of prior written notice setting out the specifics of failure. If the Contractor does not correct the failure within the 1 working day or provide an agreed upon plan to cure within that period, the failure or its lack of correction shall constitute default on the part of the Contractor. The performance standard will be measured over a 30 day period.

1.2.2.7 Scheduled maintenance must not exceed 2% (two percent) of the monthly scheduled up time. Routine maintenance must occur between the hours of 12:00 a.m. (midnight) and 6:00 a.m. Central Standard Time.

1.2.2.8 On-line access to the administrative terminals by State staff should routinely be available for at least a 12-hour window per day as defined by the State. The state must have the ability to change the hours on an "as-needed" basis.

1.2.2.9 Transactions must be processed at all times unless the system is in a scheduled downtime for routine maintenance. The maximum unscheduled downtime during one episode before backup systems must be put into effect is one hour. Unscheduled downtime of the system of more than one hour will be considered system failure for which liquidated damages can be assessed.

1.2.2.10 The Contractor shall comply with the following Call Center standards: (a) An average of 85% of calls shall be answered within four rings. "Four rings" is defined as 25 seconds. The remaining 10% of calls shall be answered in 60 seconds. A call placed automatically on hold prior to the caller receiving a prompt for call response does not meet the definition of "answered." (b) There shall be no call busy signal for the first 400 calls per month. (c) No more than 5% of calls shall receive a busy signal. (d) 97% of all calls for Customer Service Representatives must be answered within 2 minutes; the remaining 3% must be answered in 3 minutes. (e) 100% of ARU/IVR calls shall be answered within 5 seconds of menu selection. The liquidated damage is \$5,000 for any month that Contractor fails to meet Call Center performance standards in the RFP and this Section 1.2.2.10 as indicated by the Call Center performance reports, measured as an average over a three-month period.

1.2.2.11 The Contractor shall mail EBT cards to individual recipients the next business day after it receives a card file from the State by 8 PM CST. Liquidated damages will be assessed in the amount of \$500 for each card file not fully processed by the next business day.

1.2.2.12 The Contractor must ensure that 100% of EBT-Only POS terminals shall be installed and operational within 14 days of receipt of the FNS Retailer authorization notice measured over a three month period. Retailer initiated delays are not included in calculation of Contractor's compliance with the performance standard in Section 22.12. The liquidated damage is \$1,000 for each percentage point or proportional dollar amount for each fraction of a percentage point below the standard as indicated by the monthly installation reports, measured as an average over a three-month period.

1.2.2.13 The contractor must ensure that 100% of EBT-Only POS terminals shall be repaired or have a replacement shipped within 48 hours from the time equipment failure was reported if customer service assistance is unable to resolve the failure by reset processes measured as an average over a three month period. The liquidated damage is \$500 for each percentage point or proportional dollar amount for each fraction of a percentage point below the standard as indicated by the monthly installation reports.

1.2.2.14 The liquidated damages amount for failure by the Contractor to notify the State of cash settlement needs that result in untimely settlement to retailers and financial institutions is \$5,000 per occurrence.

1.2.2.15 The Contractor must ensure that the maximum unscheduled downtime before backup systems must be put into effect shall be one hour. Unscheduled downtime for the system of more than one hour will be considered system failure for which penalties may be assessed. The liquidated damage is \$5,000 per incident of downtime that is not scheduled.

1.2.2.16 Daily and monthly reports and files will be delivered to the State on schedules to be finalized during system design/development. Should the Contractor fail to deliver a relevant report or file five (5) working days (or another mutually agreed upon period) after receiving written notice from the State, the liquidated damages amount is \$500 per day for each day after the fifth day of Contractor's receipt of notice.

1.2.3. MONITORING PLAN

[Name and Title or Position] will monitor the services provided by the contractor and the expenditure of funds under this contract. *[Name and Title or Position]* will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor's performance. The monitoring plan is the following:

Except where this Contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable specifications for Contractor's work in the Statement of Work, the Request for Proposals, the Contractor's Proposal, and/or as subsequently modified in State-Approved design documents developed within this Project, and in the accepted final documentation.

1.2.4. DELIVERABLES

The Contract deliverables are specified in Section 2.4 of the Statement of Work of the RFP.

1.2.5. SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal. Contractor shall pay the State a replacement fee of \$20,000.00 for the replacement of any Key Personnel assigned to the contract in all cases not due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, unless waived by the State. The State reserves the right to request a replacement of any Key Personnel and, in such instances; no replacement fee will be due

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on *[DATE]* and shall end on *[DATE]*. State has the right to contract for an initial six (6) year period with two possible 2-year extensions for a potential total of 10 years with the concurrence of the Contractor and all appropriate approvals.

2.2 STATE FURNISHED RESOURCES

State shall appoint a Project Coordinator for this Contract identified in Section 1.2.3 who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

2.3 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is _____.

Contractor's seven-digit LDR account number is _____.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

2.4 OWNERSHIP OF PRODUCT

Subject to the proviso in Section 4.4 regarding Contractor's rights to its pre-existing software or tools, upon completion of this contract, or if terminated earlier, work product which may include software, source codes, data files, documentation, records, worksheets, or any other materials related to this contract that was developed as a result of this RFP, exclusively for Louisiana, with federal or state financial participation shall become the property of the State. The federal government shall have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes such software, modifications and documentation. All work products which may include software, source codes, records, worksheets, or materials shall be delivered to the State within thirty days of the completion or termination of this contract.

2.5 SECURITY

Contractor's personnel will always comply with all security in accordance with Section 2.6.8 of the RFP. Contractor is responsible for reporting any breach of security to the State promptly.

3 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

3.1 PAYMENT TERMS

Contractor will begin billing the State for payment after assuming responsibility for the system and providing EBT services to the Louisiana caseload for at least one month. Payment to the

Contractor will be made monthly. Invoices for services should be submitted to the State by the fifteenth day of the month following the month in which services are rendered. Payment for services will be contingent upon receipt and approval of the Contractor's monthly, itemized invoice with supporting documentation. The invoice must fully explain all adjustments and corrections. Payment for services will be based on the number of "active cases" per month as specified in the cost schedule below. Contractor shall submit final invoices to the State within fifteen (15) days after expiration date of the contract. It is the intent of the State of Louisiana to convey payment for undisputed items of the monthly invoice to _____ within thirty (30) days from receipt of the billing invoice. It is agreed that in consideration for the goods delivered or services performed, the Division of Family Support shall make all checks payable to the order of _____, Inc..

(Insert cost schedule here)

Hourly rate for preparing ad-hoc reports: _____/hour

Per card price for Disaster Cards: _____

Costs for adding languages to call centers (indicate language, associated cost, and applicable call center):

\$x.xx per case per month, per language, for live operator support of additional language beyond English, Vietnamese and Spanish at primary or backup call centers. _____

United States Department of Agriculture (USDA), Food and Nutrition Service (FNS) has allocated 100% Federal funding to pay for costs related to the provision of interoperability and portability of food stamp electronic benefits. _____ has included the costs for interoperability in the above pricing schedule.

The Contractor will fulfill EBT Card Production and Issuance services at no additional cost to the State.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:

4 TERMINATION

4.1 TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its

option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the state to cure the defect.

4.2 TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) calendar days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature or the U.S. Congress to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

4.4 RIGHTS UPON TERMINATION OR EXPIRATION

In the event the Contract is terminated for any reason, or upon its expiration, the Agency shall retain ownership of all work product and documentation in whatever form that was developed as a result of this contract, exclusively for Louisiana with Federal or State Financial Participation provided that the State shall have no rights to any pre-existing software or tools owned by Contractor (or developed at its own expense) and used in the performance of this Contract; however, the State shall have the right to use all such pre-existing materials during the term of the Contract. The federal government shall have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes such software, modifications and documentation. All client and/or retailer data stored on the Contractor's system shall be the property of Louisiana and shall be transferred to the Agency at a time and manner prescribed by the State.

Subject to the proviso in the prior paragraph, if the State terminates the contract, or at the end of the contract period, the State may at its option, by giving ten (10) days' notice to Contractor of its chosen option:

- retain all, or any portion thereof, of work product which may include software, source codes and documentation as has been developed obtaining clear title to the same, and procure hardware, equipment, software, source codes,

documentation, or services as are necessary to complete the project upon such terms and in such manner as the Project Director deems appropriate.

- if terminated for cause, return, as is, all or a portion of work product which may include software, source codes and documentation to Contractor at the Contractor's expense, in which instance the Contractor must remit all monies previously paid by the State therefor within forty-five (45) business days of receipt of such hardware, equipment, software, source codes and documentation.

5 INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and

performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

6 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

7 FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

8 ASSIGNMENT

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

9 RIGHT TO AUDIT

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

10 CONTRACT MODIFICATION

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

11 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

12 SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The contractor will be the single point of contact for all subcontractor work.

13 COMPLIANCE WITH CIVIL RIGHTS LAWS

The contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation or gender identity (EO JBE 2016-11), national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

14 Prohibition of Discriminatory Boycotts of Israel

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract

15.0 ADDITIONAL FEDERAL REQUIREMENTS

15.1 ANTI- KICKBACK CLAUSE (MANDATORY)

Contractor agrees to adhere to the mandate dictated by the Copeland “Anti-Kickback” Act which provides that each Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

15.2 CLEAN AIR ACT

Contractor agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

15.3 ENERGY POLICY AND CONSERVATION ACT

Contractor recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

15.4 CLEAN WATER ACT

Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

15.5 DRUG-FREE WORKPLACE

The Contractor agrees to make (A) make a good faith effort, on a continuing basis to maintain a DFW (including taking specific actions described at 7 CFR Part 3021.200 through 3021.230); and (B) identify all workplace locations where work under the Federal award will be performed. Since Federal entities will no longer collect a paper certificate, this may include the following:

- a) Notifying all sub-contractors of the Drug Free Workplace rules
- b) Making conforming changes to internal procedures, directives, training materials, etc

- c) Incorporating the new rules into subcontractor monitoring practices

15.6 ANTI-LOBBYING

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 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 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

15.7 SUSPENSION/DEBARMENT

The Contractor agrees to ensure that it and all subcontractors are neither excluded nor disqualified under the suspension and debarment rules found at 7 CFR Part 3017.300 by doing any of the following:

- a) Checking the Excluded Parties List System (EPLS) at www.epls.gov.
- b) Collecting a certification that the entity is neither excluded nor disqualified. Since a Federal certification form is no longer available, the Contractor or subcontractor electing this method must devise its own form.
- c) Including a clause to this effect in the subcontract agreement; and in any procurement contract expected to equal or exceed \$25,000.

16 INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount included in Section 3.

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) calendar days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

17 APPLICABLE LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana including but not limited to la. R.S. 39:1551-17; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

18 CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

19 SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared severable.

20 INDEPENDENT ASSURANCES

The State of Louisiana /State Agency will also require the Contractor and /or subcontractors, if performing a key internal control, to submit to an independent SSAE 16 SOC 1 and/or type II audit of its internal controls and other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. The audit firm will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures.

The contractor could be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV &V), and other internal project/ program reviews and audits.

These audits will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. The audit firm will submit a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply the Department with an exact copy of the report within thirty (30) calendar days of completion. Such audits may be performed annually during the term of the contract. The Contractor agrees to implement recommendations as suggested by the audits within three months of report issuance at no cost to the State Agency. Cost of the SSAE 16 audit is to be included in the cost being proposed in response to this RFP.

21 COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

22 ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This contract together with the RFP and contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

THUS DONE AND SIGNED on the date(s) noted below:

CONTRACTOR'S SIGNATURE

STATE'S SIGNATURE

DATE

DATE

ATTACHMENT III: Cost Schedule

Cost Schedule	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6	
	TANF	SNAP										
Caseload fixed at 30% above base 7,600 TANF 535,000 SNAP (price must be less than Base price) 12 POINTS Possible												
Caseload fixed at 15% above base 6,700 TANF 473,000 SNAP (price must be less than Base price) 18 POINTS Possible												
Base caseload fixed at current count 5,831 TANF 411,399 SNAP 180 PONTs Possible												
Caseload fixed at 15% below base 5,000 TANF 350,000 SNAP 18 POINTS Possible												

Caseload fixed at 30% below base 4,000 TANF 288,000 SNAP 12 POINTS Possible												
--	--	--	--	--	--	--	--	--	--	--	--	--

Pricing shall be quoted per active case per month for each year of the contract based on caseload.

*Hourly rate for preparing ad-hoc reports: _____/hour

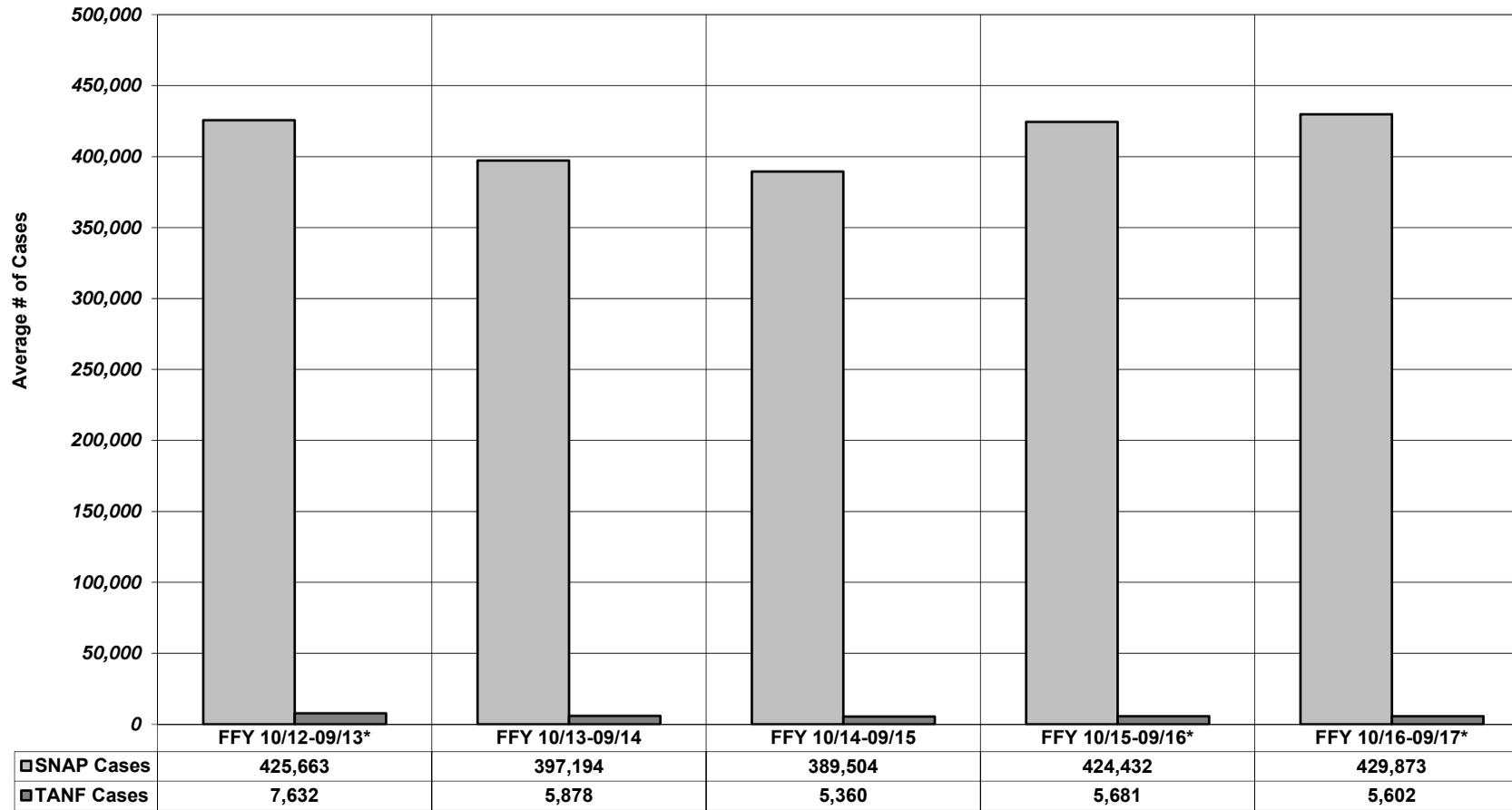
*Per card price for Disaster Cards: _____

*Costs for adding languages to call centers (indicate language, associated cost, and applicable call center):

*These cost/price quotes will not be part of the cost evaluation criteria.

ATTACHMENT IV: Louisiana Caseload Information

Comparison of SNAP and TANF Caseload Averages



* The SNAP caseload numbers for FFY 10/12-09/13 are higher than the average due to Hurricane Isaac; SNAP caseload numbers for FFY 10/15-09/16 are higher than average due to two separate flooding disasters in 2016; SNAP caseload numbers for FFY 10/16-09/17 are higher than average due to tornado disaster in 2017.

ATTACHMENT V: Louisiana Call Volume

Louisiana Call Volume – October 2016 through September 2017

Month	Total Calls - Recipient and Merchant	Recipient					Merchant			
		Total Calls	Single Call Pin	CSR Handled	Abandoned in Transit	Abandoned After 25 sec	Total Calls	CSR Handled	Abandoned in Transit	Abandoned After 25 sec
October 2016	2,384,195	2,383,418	1,926	38,982	10,791	889	777	146	10	1
November 2016	1,566,469	1,565,738	1,256	36,099	5,647	626	731	119	5	0
December 2016	1,367,390	1,366,827	948	34,665	5,050	626	563	152	2	1
January 2017	1,325,871	1,325,148	1,270	29,431	7,250	732	723	156	7	3
February 2017	1,182,288	1,181,651	1,205	25,981	4,466	478	637	91	3	0
March 2017	1,187,853	1,187,011	1,259	27,296	4,186	583	842	108	10	1
April 2017	1,191,617	1,191,012	1,026	29,661	4,428	445	605	106	5	0
May 2017	1,241,463	1,240,697	1,222	32,267	4,773	712	766	138	2	1
June 2017	1,327,511	1,326,956	1,265	33,123	5,678	826	555	81	11	1
July 2017	1,270,004	1,269,034	967	32,064	6,219	855	970	143	11	2
August 2017	1,363,085	1,362,183	1,090	34,060	5,730	776	902	144	8	0
September 2017	1,268,857	1,268,130	877	29,865	8,139	1,246	727	128	19	2
Total Calls	16,676,603	16,667,805	14,311	383,494	68,175	8,794	8,798	1,512	93	12

ATTACHMENT VI: Office of Technology Services Overview

Office of Technology Services Overview

Computer Center Coverage:

The Department of Children and Family Services, Division of Information Services (DIS) is a 7/24 computer operation providing services to the Department of Children and Family Services (DCFS) and the Louisiana Department of Health(LDH).The data center supports a lights out environment on holidays and is only manned from 7 A.M. to 3 P.M. System resources remain available during the unmanned hours, however no support personnel are available. All data center equipment, with the exception of print and file services, is located at a remote site within the Division of Administration’s Computer Center.

The Division of Information Services supports over 50 systems for DCFS and LDH. DIS is networked to 209 parish/state offices, providing on-line services to approximately 10,000 devices, either thru LANET or directly to numerous other state and federal agencies and to selected contractors providing services to DCFS.

OPERATIONS RECAP (monthly):

Batched Jobs Processed	20,000
Checks Printed	220,000
Total Cartridge Library	15,800
Other (Laser) Printer Print Lines	110,000,000

Operating Environment - DCFSCC:

The present computer system consists of:

IBM 2098 Model S03 CPU (803 million instructions per second) with an Integrated Facility for Linux (IFL) – Located at the Information Services Building.

- z/OS- V1.13
- z/VM – V5.4
- z/Linux-Suse Enterprise Server for z/Series
- 48 GB of processor storage
- 117 channels

IBM 2817-406 – (1280 million instructions per second) with 8 Integrated Facility for Linux (IFLs) –Located at the Information Services Building.

- z/OS V1.13
- z/VM 6.2
- z/Linux-Suse Enterprise Server for z/Series
- 512 GB of processor storage

Tape I/O Subsystem:

The tape I/O environment consists of:

- (2) TS3500 IBM ATL. One is located at ISB and one is located at LSU for Disaster Recovery.
- (4) backend 3592 drives connected via Ficon Channel writing to 1 TB 3592 cartridges.

Virtual Tape:

(2) TS7700 IBM Virtual Tape Subsystems containing 2 TB of cache with 256 virtual drives (3590E) defined. One is located at ISB and one is located at LSU for Disaster Recovery.

The 2 TS7700 uses a grid configuration connecting via the DWDM to replicate the data from ISB to LSU.

DASD I/O Subsystem:

1 - DS8800 Model 2107 DASD (60 Terabytes) – Information Services Building

1 - DS8800 Model 2107 DASD (90 Terabytes) – LSU

Each Disk subsystem is connected via 4 Ficon Channels. Metro Mirror is used to replicate the data between the two sites across the DWDM.

Print Operations:

- One (1) – IBM Infoprint 4000 1D1
- One (1) – IBM Infoprint 4000 1D2 (MICR)
- Roll System pre/post processor

Teleprocessing:

There are approximately 6,500 devices in the DCFS communications network. DCFS also supports approximately 4000 devices in the LDH network. The network is built on 7 backbone sites, including the LSU disaster site. Backbone sites are connected to each other via multiple T1 links and to end user sites via single T1 links.

DCFS supports 250 Ethernet LANs and 30 token ring LANS in remotes sites. DCFS supports Ethernet LANS at all 7 POP sites.

Connectivity to the mainframe is primarily a direct connection using TN3270. DCFS communicates with other entities via traditional SNA/SNI, FTP, and Attachmate Reflection 3270. DCFS connects to the Internet via the LANET 16 megabyte Ethernet Switched connection and Microsoft's IE. Secured access is also available through CICSO's Virtual Private Network (VPN).

DCFS supports LHCA users via the LSUMC network, a VTAM/SNI LANET connection.

Uninterruptible Power Supply (UPS)/ Battery:

- Powers nine Power Distribution Units (PDUs) throughout the building
- Automatic transfer to battery on interruptions
- Four cabinets each holding forty 12 volt batteries (up to an hour of backup power)
- Batteries individually tested twice a year
- Shower required by OSHA

Generator:

- Cummins V-16 diesel engine with Onan Genset
- 1,850 horsepower, output 3-phase 1562 KVA, 1250 KW, 1800 amps
- Radiator holds 102 gallons of liquid; Engine holds 179 quarts of oil
- Uses approximately 50 gallons of fuel per hour
- 300 gallon "day" tank of fuel inside
- 6,000 gallon fuel tank (five days supply)
- Tank can be refueled while running
- All electrical circuits in the building are supplied by the generator
- Normally tested monthly

Electrical Switching:

- Transfer switch monitors input for spikes and/or failures
- Generator startup/shutdown sequence is automatic
- Startup triggered in 3 seconds, approximately 10 seconds to stabilize
- All of building is on generator, but not necessarily on the
- UPS/battery (some lights could be off for 5-10 seconds)
- Generator and switch gear are tested monthly

Building:

- Print equipment and computer center located in basement on building flooring

DCFS Installed Software/Mission Critical Designation

SOFTWARE	Mission Critical
A2B Secure Remote	
Adaware	
Administration for NetWare 4.x	
AdminStudio 5.0	
Adobe Acrobat 3.0, 4.0, 4.05, 5.0, 5.05	
Adobe creative Suite Premium	
Adobe Pagemaker 7.0	
Adobe Photoshop 5.0, 5.5	
Angry IP	
Ant	
Apache ant	
Attachmate e-vantage	
Attachmate Extra Objects 2.2	
Attachmate Extra Personal Client 6.2, 6.4, 6.5	
Attachmate My Extra SETS 7.11 and SETS 7.1	
Attachmate Support Ware 1999	
Authoring Server connector for Macromedia Dreamweaver	
Authoring Server connector for MS Frontpage 2.0	
AWARE	C
Axis Online	
Best Case Bankruptcy for windows	
Bindview Enterprise Management System 5.2	
Biz Com	C
BLAS	C
Boris FX	
Boris Graffiti	
Boris Red 3gL	
Brd - Swift software	
Bridges	
Cajun net	C
Camono Soft- HSM	
Candle	
Career Scope 5.1, 6.0	
Carrer Scope	
CC: Mail	
CentreWare 3.2 3X	
CentreWare 3.2 Textbridge Pro 4X	C
Chatblazer	
Child Care Application CBT	C
Choices 1998, 2001, 2002, 2004 Installation CD	C
Choices 2005	C
cisco VPN Client	
Citrix Client	
Client 32	C
CLW Assesment	
Cold Fusion	C
Collage	C
Compaq Armada Reference Library and Quickrestore	
Compaq Restore CD EP Series	
Computer at work	
Console One	

Console One and NW Admin 32	
Corel Draw 8	
Corel Print Office	
Corel WordPerfect Suite 7, 8, 9, 2000	
Cross Access	c
Crystal Enterprise 8.0	c
Crystal Reports 7.0, 8.0, 8.5	c
Curam	c
Dame ware	c
data miner	c
DB2 Connect 6.1 BUNDLE	c
DB2 Software Developer Kit 6.1 BUNDLE	
DB2 Universal Database Extenders 6.1 BUNDLE	
deep freeze	
Dell Application CD Roxio 5.2	c
Dell OpenManage Subscription Service 3.6	
DNS 5.0, 6.0, 7.0(QA-B)	c
Docualyzer	c
Document Direct 2.3	c
dragon naturally speaking	
Drivers for DOS/WIN/WIN95/WIN NT 5.51 JAZ	c
DS Designer	
Duxbury	
E Works	
Easy Flow 8.0	
EBT MR-WIN 6530	
EDA Connector Datawarehouse/Suite for Windows 4.3.1	c
Employment and Work Maturity Skills 2.1.1N	c
Entire Connection 3.0, 4.1.1, 4.2.1, 4.2.1.2	c
ERA Emmbedded Reote Access	
esri	c
Etherreal	
eventwatch	c
eworks	
Ezenia Encounter 3000 1.0.1	
fax com	
FEMA 12-7-01	
File Monitoring	
Final cut Pro	
FinderBinder 2000 2.1a	
Folio View Direct User's Guide	
Folio Views 32	
formquest	
GhostCast Boot Disk tablet PC	c
Groupwise 5.2, 5.5, 6	c
Groupwise Instant Messenger	
GW remote	c
Hi Jacking Spyware removal tool	
Attachmate Reflection	c
HP CD Writer Plus	
HP Openview NNM special ed. 1.2	
HP The Print Shop Multimedia Organizer	
IBM DataBase 2 Client Pack	
IBM DB2 Connect 7.2 box	
Inform 4.1, 4.3	
InfoSession	

Infospan 2.3	
InfraSuite Software	
install shield	c
Intelireach	
Internet Software suite MSIE, Real Audio, and Wephone Lite	
IPTV Viewer 3.5.0.23	
ISIS HR 4.6D, 6.20, OCS (SAPGUI)	
Jaws	c
Job Browser Pro 1.2, 1.3	
LCD	
LDRPS Bundles	
letterchase	
Linux Self Boot Image	
Lotus Ami Pro	
Lotus Approach DB2 bundle 3.02	
Lotus release 5	
Lotus SmartSuite 4, 97	
Macro Media Dreamweaver and Flash	
markvision professional	
McAfee Network Security and Management ver1.1	
MCAfee Virus Scan DOS ver 4, 5.0, 6.0	
Meeting Point	
MGC 3.01	
MGC WebCommander 3.0	
Microsoft Project 2000/2003	c
Microsoft SQL	
Microsoft Visual Studio 6.0	c
Microsoft Windows 2000/XP	c
Microsoft Windows NT	c
Microsoft Windows Server 2003	
Microtek Scanmaker v6UPL	
MS Access 97	
MS BizTalk MQ Series 1.0	
MS BizTalk Server 2002 Developer Edition, Enterprise Ed.	
MS BizTalk Supplier Enablement 1.0	
MS Bookshelf 2000	
MS Data Analyzer 2002	
MS Developer Network 97	
MS DOS 6.22	
MS Exchange Server	c
MS Front Page	
MS IE 6.0	c
MS IT Showcase	
MS Library 6.0	
MS Mobile Info. Server Developer 2002	
MS Mobile Info. Server Enterprise 2002	
MS Office 2000 Developer	c
MS Office97 pro, 2000, XP	c
MS Outlook 98, 2001 for Mac	
MS Powerpoint 97	
MS Press Office 1.5 Enterprise lrng lib trng/ref v4 1of 6	
MS Press Windows 1.0 Network Essentials Plus Online Training Kit V4	
MS Press Windows 1.5 Enterprise lrng lib trng/ref v4 1of3	
MS Project 2000, 2002	
MS Projest 2003	
MS Proofing Tools 2002	

MS Publisher 2002	c
MS SQL Server 2000 Service Pack 2 (Standard and Enterprise Ed.)	
MS Visual Studio 97 enterprise/prof.	
MS WebPublishing	
MS Windows 95, 98 upgrade, NT 4.0, 2000 pro	
MS Word 97, 2000	
MSN Instant Messenger	
Neon	
NEON	c
Net Beans	
netiq	
NetSatisfaction 6.2	
NMAS	
Norton Antivirus 4.0, 6.0, 2000	
Norton Ghost	
Norton Utilities 2.0	
notify	
Notify	c
Novell Client 3.3	c
Novell DirXML	c
Novell E Directory	c
Novell Egauide	c
Novell Engage	c
Novell Extend	c
Novell GW 6sp2	c
Novell I Chain	c
Novell I Folder	c
Novell I Manager	c
Novell I Print	c
Novell Identity Manager	c
Novell Internetware	c
Novell Intranet Ware	c
Novell Managewise 2.0	c
Novell Managewise 2.0	c
Novell NDS Manager	c
NOVELL PRODUCT SUITE	c
Novell Support Connection	c
Novell Zenworks	c
NW	c
ADMIN	
OASYS for windows 2.40	
OCS DeskPro Pent2	
OCS DeskTop multiplatform image	
OCS General Image	
OCS Policy Cd	
omni forms	
Omnifil 3.0	
Omniform 4.0	
Omniform Filler 5.0	
Omniforms premium 5	
OmniPage	
Omnipage Pro 9.0, 10	
Omnipage Web	
ON Command Site Manager	
Org Publisher	
Orgplus 3.01, 3.5, 4.0	

PaintShop Pro 5.0, 5.01, 8	
Palm Desktop Software	
Panasonic Toughbook	
Paper Port 6.1	
Patch Link	c
PC Anywhere 8.0, 10.0	
Personal Communications 5.0.1	
Picture It	
Polycom Versions 3.03 and 4.1	
Power Chute Plus	
Power Plugs	
Power Quest	
Prassi PrimoCD Pro	
Primera Pro	
Primera Sure Thing drivers 2.10.16	
Print Shop Deluxe ver12	
Print Shop ProPublisher ver12	
Print Shop ver11	
print track	
Procurement	c
protégé'	c
Proxy network remote control	
Putty	c
QATS Installation	c
raional Clear Case	c
rational Clear Quest	c
Rational Rose	c
Rational Solutions 2002.05.20 (bundle of six cds)	c
Read Iris 5.5	
Real Player plus	
Registrar System Package	
Registrar XBASE 7.0	
Remedy	c
RLN Application Server	
RoboEngine and Macromedia Robohelp X5	c
Roxio	
Sanswrite TurnKey 4.0	c
SAP	c
SCSI Installer Software 1.0	
Shadow	c
Sharp Advanced presentation software	
Sheridan-Data Widgets 3.11	
SmartDraw 4.22	
SmartMart	
Software	
Software Guide-Server Guide 4.0.5A	
Sound Blaster windows 95 and windows 3.1/DOS	
Sound Tracks	
SPSS	c
Spy Blaster	c
Spybot	c
spysweeper	c
spyware	c
StudioMX 2004	c
SupportLogix Customer Support Software	
SUSE	

Sybase Infomaker 5.0, 7
 Symantec Ghost 6.5, 7.0, 7.5
 System Software 5.51
TANIF..... **c**
 TeamFusion 1.0
 Terminal Srvc
 The PrintShop Multimedia Organizer pro.ed.
Tivoli..... **c**
TMS..... **c**
 TOP EDT 5.0
 Trelational
 typing tutor
upstream..... **c**
veritas..... **c**
 Verity teleform
 ViewStation and VS4000
 Visio Technical 5.0/2000/Standard 2002/Professional 2002
Visual Studio 6 sp5..... **c**
Vmware..... **c**
 watchfire
 WebFocus 4.3.6sp2
 Websphere Business Intergration Message broker
 Websphere MQ
 Websphere studio application
 Websphere WASD
 Webster's Dictionary Backup Copy
 WebTrends firewall Suite
 WestLaw 7.35
 WestSuite
whats up gold..... **c**
WinFax Pro 10.0..... **c**
 WinRMS 2000 1.03
 WinZip 8.1
 WP8 sp7 exe for wp ver8
 WSADS (Disk one and Disk two)

Client Server Infrastructure

The DCFS Application Distribution/Desktop Management structure currently contains:

- ZenWorks V6.5 supporting 500+ desktops and 50+ applications
- ZenWorks desktop policies and profiles
- Desktop Remote Control (Dameware / Zenworks)
- Hardware/Software inventory

The DCFS BorderManager structure currently contains:

- Version 3.7, 3.8
- 225+ cache/proxy servers
- User authentication
- Logging of activity and log file processing
- Three tier hierarchal structure

The DCFS 55 desktop environment contains:

- WIN XP
- WIN2K Pro
- NT4.0
- LINUX/SUSE

The DCFS LAN/WAN system currently contains the following:

- ISDN
- Frame-Relay
- Ethernet
- Gigabit Ethernet
- SONET
- T1
- T3
- TN3270
- DLSW
- OSPF Routing
- Cisco Switching
- Cisco Routing (IP, IPX)
- Video Streaming (Cisco IP/TV)
- Point to point and multipoint Video Conferencing
- TACACS and RADIUS
- DNS (Microsoft, Novel' and Linux)
- DHCP (Microsoft and Novell)
- PIX Firewall
- VPN
- Cisco AS5300 RAS
- SSL Encryption
- SNMP Management

The DCFS NDS structure currently contains:

Versions 8.51, 8.5, 8.x, 7.x, and 6.x of NDS
One NOS tree (OMF/OFS, LRS, OCS) with over 250+ partitions and over 230 servers
NOS objects and services which include -DNS, DHCP, SLP, USERS, GROUPS,
PRINTERS, ZEN APPLICATIONS, POLICIES, ORGANIZATIONAL ROLES,
LDAP, NLS, SAS, SSL, SMS GROUPWISE, NDPS
6500+ user logins

The DCFS GroupWise structure currently contains:

Versions 6.5, 6.5.3
One GroupWise system
Four GWIA/SMTP gateways
One WebAccess gateway
75+ domains
210+ post offices
Three domain references (dss.state.la.us, ocs.dss.state.la.us, Irs.dss.state.la.us)
6300+ mailbox users
Three External references for multi-system synchronization
Regional domain structure with local post offices utilizing IP and IPX links
GWAVA

The DCFS server environment currently contains:

250+ Novell servers
40+ NT servers
Novell server versions 6.0 sp 4, 6.5
NT server versions NT 4, and NT2000
Linux
Aix
O/S2
OS400
OS390
IBM SAN
Compaq SAN
IBM Host-on-Demand
Oracle Database
SOL Database
Terminal Server
Thin Client (Microsoft XP ICA)
Microsoft Exchange
Remedy Helpdesk
FDR Upstream Backup Solution
Arcserve Backup
Citrix

Integrated Eligibility File Transfer Design Summary

1.2 Logical Architecture

The batch integration architecture supports secure file transfers with interfacing systems with the onboarded State application. The batch integration architecture provides three main batch functions for onboarded applications supported by the following six key components:

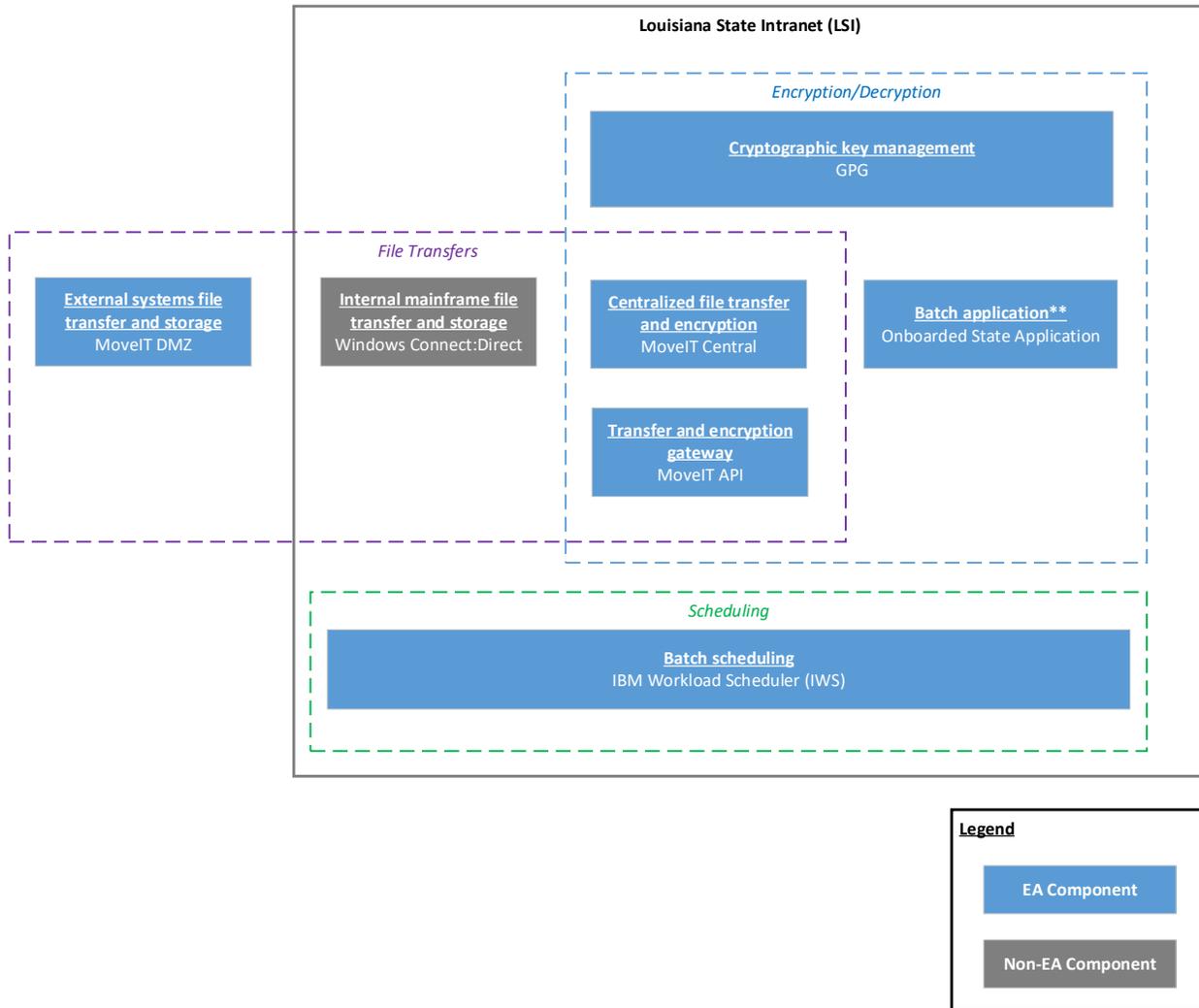


Figure 1 – Batch Logical Architecture Diagram

The batch architecture supports three core batch functions.

The key batch functions include:

Architecture function	Description
File transfers	Facilitates the transfer of files between agency/partner interfacing systems and IE.
Encryption and decryption	Performs the encryption of outgoing files (from the batch application) and decryption of incoming files.
Scheduling	Automates the submission of jobs through timed or dependency-based events.

Table 1 – Summary of Batch Functions Supported

The following software components from the logical architecture diagram are considered to be part of the EA batch solution:

Software	Area	Description
MoveIT DMZ	External systems file transfer and storage	Generally serves as file transfer server in the State's DMZ responsible for facilitating file transfers with interface partner/agency systems not on the State network.
Windows Connect:Direct	Mainframe file transfer and storage	Provides the ability to transfer files between Mainframe systems and onboarded State applications using the Connect:Direct protocol. Files transferred to/from the Windows Connect:Direct server are transferred to/from onboarded State applications through MoveIT Central.
MoveIT Central	Centralized file transfer and encryption	Provides transfer and encryption/decryption of files between onboarded State applications and interfacing systems on the LSI or other batch integration architecture components – Windows Connect:Direct or MoveIT DMZ.
MoveIT API	Transfer and encryption gateway	Provides the scheduler APIs to call and automate MoveIT Central tasks.
GPG	Cryptographic key management	Provides a key store and the software to generate and store keys as well as encrypt/decrypt files.
IBM Workload Scheduler (IWS)	Scheduling	Plans, executes and tracks jobs across platforms and environments. Is responsible for initiating scripts...

Table 2 – Key EA Components

1.3 Component Flow

The diagram below outlines how the various batch integration architecture component integrate with other EA and non-EA components.

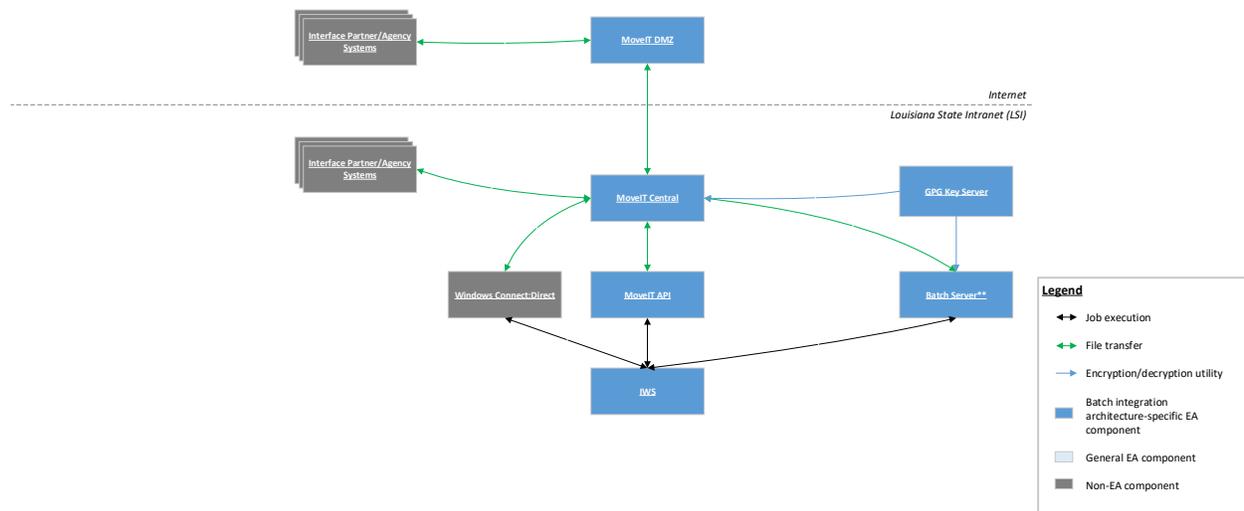


Figure 2 – Batch Component Flow

Various batch architecture components integrate to automate the transfer, encryption/decryption and processing of files across EA components and IE.

- All file exchanges will be routed through MoveIT Central. There are three patterns of exchanges that are supported by the batch architecture and described later in this document. Note, future onboarding applications may have additional requirements that mandate a new pattern to be supported:
 - Interfacing system exchanges files through FTPS and on the LSI – MoveIT Central will integrate directly with the interfacing system to transfer files.
 - Interfacing system exchanges files through FTPS and not on the LSI – Generally, for files sent from the interfacing system to IE, interfacing systems will push files to MoveIT DMZ for MoveIT Central to pick up and transfer to IE. In the reverse direction (from IE to the interfacing system), the State may either drop the file in MoveIT DMZ by way of MoveIT Central from IE for the interfacing system to pick up or MoveIT Central may push the file to the interfacing system (depending on constraints and integration requirements).
 - Interfacing system exchanges files through Connect:Direct on the LSI – Interface partners will exchange files with the Windows Connect:Direct server.
- Generally, interface partner/agency systems on the LSI will have a connection established directly with MoveIT Central; MoveIT Central will have the option to pull and push files from those systems through configured, automated tasks.
- Interfacing systems not on the LSI that can communicate using FTPS (TLS 1.2) will use MoveIT DMZ to push and/or pull files to/from IE. There are exceptions where MoveIT Central may be used to push files to these interfacing systems.

ATTACHMENT VII: Waivers

WAIVER REQUEST

1. **Waiver serial number (if request is extension):** 2010088
2. **Type of request:** Extension
3. **Primary regulation citation:** 7 CFR 274.2(g)(2)(ii)
4. **Secondary regulation citation, if any:** 7 CFR 272.3(c)(1)(ii)
5. **State:** Louisiana
6. **Region:** Southwest
7. **Regulatory Requirements:**

The regulation at 7 CFR 274.2(g)(2)(ii) requires State agencies to act upon all retailer-initiated debit adjustments to a household's food stamp Electronic Benefits Transfer (EBT) account no later than 10 business days from the date the error occurred by placing a hold on the balance in the account and providing concurrent written notice to the household. If there are insufficient benefits to cover the entire adjustment, a hold shall be placed on any remaining balance that exists, with the difference being subject to availability in the next future month. If a household disputes the adjustment within 10 business days of the notice and requests a fair hearing, the State agency must release the hold as a provisional credit to the household's account within 48 hours of the request. If no request for a fair hearing is made within 10 days of the notice, the hold is released on the adjustment balance and this amount is credited to the retailer's account. If insufficient funds are available in the current month to cover the full adjustment amount, the hold may be maintained and settled at one time after the next month's benefits become available. 7 CFR 272.3(c)(1)(ii) states that a waiver of regulations may be granted if FNS determines the waiver would result in a more effective and efficient administration of the program.

8. **Proposed alternative procedures:**

Louisiana proposes to send a notice to the household upon receipt of notification and data pertaining to the requested adjustment. No hold will be placed on the account balance for the amount of the adjustment. If the household disputes the requested adjustment and requests a fair hearing within 15 calendar days, no further action will be taken to debit the household's account until the fair hearing decision is rendered. If no fair hearing is requested within 15 calendar days, the adjustment will be made to credit the retailer's account. If the full adjustment amount is not available in the client's account, the full adjustment will be attempted against the next month's benefits.

9. **Justification for request:**

Implementation of this waiver has had a positive effect on agency operations and efficiency. Putting a hold on the client's account as stipulated in the rule requires more operational and technical considerations than collecting the information in a file, sending a notice and waiting 15 days to take action. The waiver reduces administrative and data storage costs.

10. **Anticipated impact on households and State agency operations:**

This waiver has had a positive effect on households as it eliminates the possibility of placing undue hardship on the household by allowing for resolution of disputes surrounding retailer-initiated adjustments prior to placing a hold on the household's account.

The only households impacted will be those involved in retailer-initiated adjustments due to system errors. The number of households impacted has not been quantified, but it is anticipated the impact would be minimal.

11. **Caseload information and quality control error rate for affected households:** N/A

12. **Anticipated implementation date and time period for which waiver is needed:**

The waiver is currently in effect. We are requesting the waiver for an indefinite period.

13. **Proposed quality control review procedures:** N/A

14. **Signature:**

15. **Date:**

WAIVER REQUEST

1. **Waiver serial number:** 2020107
2. **Type of request:** Extension
3. **Primary regulation citation:** 7 CFR 274.2(e)
4. **Secondary regulation citation:** 7 CFR 272.3(c)(1)(ii)
5. **State:** Louisiana
6. **Region:** Southwest
7. **Regulatory requirements:**

7 CFR 274.2(e) requires the state to provide training to each household prior to implementation and as needed during the ongoing operation of the EBT system. The regulation requires hands-on experience for each household in the use of the EBT equipment necessary to access benefits and obtain account balance information. 7 CFR 272.3(c)(1)(ii) states that a waiver of regulations may be granted if FNS determines the waiver would result in a more effective and efficient administration of the program.

8. **Description of proposed alternate procedures:**

Louisiana proposes to offer EBT training by mail. Face-to-face training will be available at the certification offices for households with this preference. Households trained through the mail will receive comprehensive training material specifically developed for Louisiana for use in training by mail. This material will include at a minimum:

- Detailed step-by-step instructions in the use of the EBT card at POS terminals and ATMs
- Use and safeguarding of the EBT card and PIN
- PIN selection, card replacement and PIN change procedures
- Use of transaction receipt to track balances

- Use of ARU for balance inquiries and transaction histories
- Availability and use of the toll-free Customer Service helpline for reporting problems with the card or its use or in reporting lost or stolen cards
- Manual FSP transaction procedures
- Availability of recipient account histories
- Fair hearing information and non-discrimination statement
- Adjustment Rule procedures
- Interoperability

9. **Justification for request:**

Under the new contract for EBT services, households will obtain EBT cards by mail. Clients may activate their card by selecting a PIN through the Recipient Help Desk. Provision of EBT training through the mail will allow the household access to benefits without the necessity of a return trip to the certification office for the EBT training. This will result in quicker access to benefits and will save the household time, expense and possibly lost wages. Additionally, certification offices will experience a reduction in client traffic within the office thereby increasing operational efficiency. EBT training will continue to be available at certification offices for those preferring this form of training.

This alternative training method has been utilized and has proven to be very successful in other states.

10. **Anticipated impact on participation:**

There will be no impact on eligibility determination or benefit calculation. This waiver will have a positive impact for recipients as it will eliminate the requirement that recipients receive EBT training at the certification office and will enhance benefit availability

11. **Caseload information and quality control error rate for affected households:**

N/A

12. **Proposed implementation date and time period for which waiver is requested:**

This waiver would be effective upon approval and remain in effect for an indefinite period of time.

13. **Proposed quality control review procedures:** N/A

14. **Signature:**

15. **Date:**

WAIVER REQUEST

1. **Waiver serial number:** 2020108
2. **Type of request:** Extension
3. **Primary regulation citation:** 7 CFR 274.8(b)(3)(ii)(C)
4. **Secondary regulation citation, if any:** 7 CFR 272.3(c)(1)(ii)
5. **State:** Louisiana
6. **Region:** Southwest
7. **Regulatory requirements:**

The regulation 7 CFR 274.8(b)(3)(ii)(C) states that PIN encryption shall occur from the point of entry in a manner which prevents the unsecured transmission between any point in the system. 7 CFR 272.3(c)(1)(ii) states that a waiver of regulations may be granted if FNS determines the waiver would result in a more effective and efficient administration of the program.

8. **Proposed alternate procedures:**

Louisiana proposes that EBT cards which are mailed will not have a PIN set. PIN selection will be accomplished when the recipient receives the card and contacts the toll free Recipient Help Desk Automated Response Unit (ARU). This service is available 24 hours per day, 7 days per week. The cardholder will call the toll free customer service number, enter their card number and then choose a PIN selection option. The cardholder will be required to provide two personal identifiers. The cardholder will then be required to select a PIN number and asked to enter the PIN a second time for validation. The system will update the PIN and provide the cardholder with a completion message.

9. **Justification for request:**

Requiring cardholders to travel to the service sites in order to select a PIN is unnecessary and poses a hardship for many recipients. This proposal removes such hardships. Security associated with telephone PIN selection is ameliorated by requiring recipients to provide two personal identifiers to the ARU prior to PIN selection. Recipients will also have the added advantage of being able to select or change PIN at any time including non-business hours.

10. **Anticipated impact on households and state agency operations:**

This waiver will not have an impact on the eligibility determination or benefit calculation criteria. The waiver will positively impact recipients by allowing them to select or change their PIN 24 hours per day without traveling to the local office.

11. **Caseload information and quality control error rate for affected households:**

N/A

12. **Anticipated implementation date and time period for which waiver is needed:**

The waiver would be effective upon approval and remain in effect for an indefinite period of time.

13. **Proposed quality control review procedures:** N/A

14. **Signature:**

15. **Date:**

WAIVER REQUEST

1. **Waiver serial number:** 2020109
2. **Type of request:** Extension
3. **Primary regulation citation:** 7 CFR 274.3(b)
4. **Secondary regulation citation:** 7 CFR 272.3(c)(1)(ii)
5. **State:** Louisiana
6. **Region:** Southwest
7. **Regulatory requirements:**

7 CFR 274.3(b) has been interpreted by USDA, FNS as requiring on-site installation of government-deployed POS terminals by the State's EBT Service Provider. 7 CFR 272.3(c)(1)(ii) states that a waiver of regulations may be granted if FNS determines the waiver would result in a more effective and efficient administration of the program.

8. **Proposed alternate procedures:**

Louisiana proposes to have government-deployed POS terminals shipped by the EBT Service Provider to retailers requiring two or less POS terminals. Shipped with the equipment will be telephone training materials. These retailers will be contacted by the EBT Service Provider via telephone for installation instructions and training in lieu of on-site installation. On-site installation will be available if the telephone instructions do not enable the retailer to operate the POS equipment. Retailers requiring three or more terminals will receive on-site installation and training.

9. **Justification for request:**

Mailing government-deployed equipment and training material with a follow-up telephone installation instruction and training for retailers requiring two or less POS terminals will provide a more timely installation of equipment and training. On-site installation will be available in instances where it is deemed necessary to enable these retailers to operate the equipment.

10. **Anticipated impact on households and State agency operations:**

This waiver will provide ease in administration without having an adverse impact on households.

11. **Caseload information and quality control error rate for affected households:**

N/A

12. **Anticipated implementation date and time period for which waiver is needed:**

The waiver would be effective upon approval and remain in effect for an indefinite period of time.

13. **Proposed quality assurance review procedures:** N/A

14. **Signature:**

15. **Date:**

ATTACHMENT VII: Corporate and Government Contract Experience

Corporate and Government Contract Experience

Project Name	Corporate or Government Agency Providing Contract	Name and Telephone Number of a Contact Reference	Type of Work Performed and Dates Involved with Project	Man Hours Committed to Project

ATTACHMENT VIII

Electronic Vendor Payment Solution:

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available at: <http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf>

To facilitate this payment process, you will need to complete and return the EFT enrollment form contained in the link above.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

Payment Type Will Accept Already Enrolled

LaCarte _____

EFT _____

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual