STATE OF FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

ECONOMIC SELF-SUFFICIENCY PROGRAM OFFICE



INVITATION TO NEGOTIATE (ITN)

ELECTRONIC BENEFITS TRANSFER/ELECTRONIC FUNDS TRANSFER (EBT/EFT) SERVICES

ITN#: ITN031618FCO1

Release Date: August 14, 2018

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SECTION 1. INTRODUCTION

1.1 Introduction to the Procurement

The Florida Department of Children and Families' (DCF or Department) Economic Self-Sufficiency Program Office, in conjunction with the Florida Department of Health (DOH) Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), is issuing this solicitation to interested parties for the purpose of obtaining Electronic Benefits Transfer/Electronic Funds Transfer (EBT/EFT) services to issue program benefits to eligible recipients in Florida. Any person interested in submitting a reply must comply with any and all of the terms and conditions described in this Invitation to Negotiate (ITN), including all appendices and attachments.

1.2 Statement of Purpose

The Department seeks EBT/EFT services for the State of Florida. Florida EBT/EFT services currently include electronic payments and services (as defined in **APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2** of this ITN, provided as a part of the posted documents) for programs administered by the Department, as well as other State agencies. The successful Offeror will support the electronic delivery of benefits and services for these programs and, in the future, the electronic delivery of benefits and services for other programs.

The State of Florida is the fourth largest state in the country, with more than 21 million residents, 67 counties, rural and urban communities and a diverse ethnic population. The Department is the State's social services agency with approximately 10,000 employees. Through local service centers, facilities, community partners, and contracted providers, the Department annually delivers or oversees the delivery of services to Floridians in need of or eligible for adult and family services, and public assistance programs.

As of January 2018, Florida's EBT/EFT services support approximately 2.1 million active cardholders in Florida. On average, \$360,750,569 in monthly benefits is distributed by EBT resulting in more than 15,377,000 transactions. The 24 hours per day 7 days per week Customer Service Center handles on average 4,988,000 customer calls to the Cardholder Speech Interactive Voice Response (IVR) and Retailer Automated Response Unit (ARU) applications on a monthly basis.

Temporary Cash Assistance (TCA)

TCA is Florida's Temporary Assistance for Needy Families (TANF) program. Eligibility is determined by Department staff in the Economic Self-Sufficiency program office. Demographic and benefit data records are transmitted electronically from the FLORIDA eligibility system to the EBT system. There are currently three (3) TCA benefit payment types. State cash recipients are offered a direct deposit option for deposit of their cash benefits to personal bank accounts.

Refugee Assistance Program (RAP)

RAP provides cash assistance to needy families who are eligible for TCA but do not meet citizenship requirements. Eligibility is determined by Department staff in the Economic Self-Sufficiency program office. Demographic and benefit data records are transmitted electronically from the FLORIDA eligibility system to the EBT system. There is only one (1) benefit payment type. RAP benefits are included in the TCA cash benefit files.

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Food Assistance Program (FAP)

The FAP is a food assistance program administered by the State with oversight from the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS), also known as SNAP (Supplemental Nutrition Assistance Program) and formerly known as the Food Stamp Program. Eligibility is determined by Department staff in the Economic Self-Sufficiency program office. Demographic and benefit data records are transmitted electronically from the FLORIDA eligibility system to the EBT system. There are two (2) benefit types.

Food Assistance Employment and Training Program (FAET)

The FAET Program provides a cash payment to reimburse FAP clients required to perform employment and training activities for transportation and dependent care expenses. FAET is administered by the Department of Economic Opportunity (DEO). Telecommunications are established to send files from DEO to the Florida Department of Children and Families Technology Center for routing to the EBT system via electronic file transmission. The FAET recipient population is a subset of the FAP recipient population. There are two (2) benefit types.

Special Supplemental Nutrition Program for Women, Infants and Children Program (WIC)

The WIC Program is a federal assistance program administered by the State with oversight from the USDA, FNS that provides supplemental foods, health care referrals, and nutrition education for low-income pregnant, breastfeeding, and non-breastfeeding postpartum women, and to infants and children up to age five who are found to be at nutritional risk. The Florida WIC program supports over 600 licensed and registered nutritionists and dietitians to personally deliver key WIC program services in 44 local agencies and over 220 WIC clinics state-wide. WIC accounts are set-up and WIC prescriptions are authorized through a real-time interface between the WIC MIS (FL-WISE) and the WIC EBT System. WIC benefits are redeemed at approximately 2,000 authorized retailers.

Disaster Supplemental Nutrition Assistance Program (D-SNAP)

The D-SNAP is a special food assistance program administered by the State with oversight from the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS) in situations of need resulting from disasters. FNS approves DSNAP operations in an affected area under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act when the area has received a Presidential disaster declaration of Individual Assistance (IA) from the Federal Emergency Management Agency (FEMA).

The purpose of this ITN is to enable the State to identify the entity submitting the "best value" offer in response to this ITN for EBT Services for the DCF Food Assistance and Cash Assistance programs and the DOH WIC program. The Department reserves the right to award one (1) or more contracts to one (1) or more entities as the providers for the DCF Food Assistance and Cash Assistance programs and the DOH WIC program. The selected Offeror(s) must be capable of providing the scope and level of EBT and EFT services required over the next five-to-ten years and must agree to provide those services in a manner consistent with 1) the State's current operational and technical environments, 2) performance requirements defined in Federal and State statutes, rules, regulations, policies, and the QUEST® Operating Rules, which are identified herein and 3) the requirements in **APPENDIX** II: **STANDARD INTEGRATED CONTRACT PART 2**.

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The objectives of the Department for benefit delivery are:

- Continuous improvement of customer service, as well as the timely and accurate delivery of cash, food, and other benefits to eligible recipients.
- Continuous enhancement of the efficiency and effectiveness of program administration and accountability.
- Continuous improvement of service delivery and decreased costs of the Disaster Services program.
- Ongoing reduction of program fraud and abuse.
- Overall reduction of benefit delivery costs.

The Offeror shall propose an EBT system that meets or exceeds the requirements of the contract (APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2) and applicable Federal and State laws and regulations as well as the QUEST® Operating Rules. For WIC EBT, this includes the requirements specified in the WIC EBT Operating Rules (September 2014) and the WIC EBT Technical Implementation Guide (February 2018). Nationwide interoperability, in accordance with Federal regulations for SNAP, known as FAP in Florida, is a requirement of the ITN, as well as nationwide interoperability for cash programs.

Implementation of EBT in Florida is mandated by State legislation and Federal regulation as follows:

- Florida Statutes 402.82
- The USDA- FNS Code of Federal Regulations (CFR), Title 7, Volume 4, Section 274 and Title 7, Volume 4, Section 246.
- The Healthy Hunger-Free Kids Act of 2010, which included a mandate that all WIC state agencies move from paper-based issuance to eWIC by 2020.

The USDA-FNS has approved this ITN for SNAP and WIC.

The State intends to continue contracting for these services through this solicitation. This ITN is requesting a full scope of EBT/EFT services that will meet or exceed current quality and performance standards and from which any transition will result in as little disruption or change to current operations and services as possible.

1.3 Term of the Agreement

The anticipated start date of the resulting contract(s) is **TBD**. The anticipated duration of the contract(s) is five (5) years from the start date of the contract(s). The contract(s) may be renewed for a period not to exceed five (5) years or for the term of the original contract(s), whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract(s) including any amendments.

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1.4 Contact Person and Procurement Manager

This ITN is issued by the State of Florida, Department of Children and Families. The sole contact point for all communication regarding this ITN is:

Florida Department of Children and Families

Ashley Davis, Procurement Manager

Mailing Address:

Florida Department of Children and Families

Economic Self Sufficiency Services Program Office

1317 Winewood Blvd., BL. 3, RM. 459

Tallahassee, FL 32399-0700

Email Address:

Ashley.Davis@myflfamilies.com

All contact with the Procurement Manager shall be in writing via electronic mail, U.S. Mail, or other common courier. Use of email for contact is permitted.

1.5 Definitions

Contract terms and program or service specific terms can be found in **APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2, Exhibit A** of this ITN, and are herein incorporated by reference.

1.6 Supporting Documentation

This table lists the supporting documentation, and the associated link to download the supporting documentation.

| Description | Filename | Link | Cross Referenced |
|---|---|--|--|
| EBT Interface File Layouts and Processes | State and Federal File Layouts | http://www.dcf.state.fl.us/ admin/contracts/ebt-2018/ | Appendix II, Exhibit C, Section C-1.1 |
| Federal AMA File Layouts | Federal AMA File Layouts | http://www.dcf.state.fl.us/admin/contracts/ebt-2018/ | Appendix II, Exhibit C, Section C- 1.1 |
| Federal REDE Information and File Formats | Federal REDE Information and File Formats | http://www.dcf.state.fl.us/admin/contracts/ebt-2018/ | Appendix II, Exhibit C, Section C- 1.1 |
| Federal STARS System File Formats | Federal STARS System File Formats | http://www.dcf.state.fl.us/admin/contracts/ebt-2018/ | Appendix II, Exhibit C, Section C- 1.1 |

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| Description Filename | | Link | Cross Referenced |
|--------------------------------|-----------------------------------|--|--|
| Federal ALERT | Federal ALERT | http://www.dcf.state.fl.us/ | Appendix II, |
| Submission File Specifications | Submission File Specifications | admin/contracts/ebt-2018/ | Exhibit C, Section C- 1.1 |
| Current FL EBT | | http://www.dcf.state.fl.us/ | Appendix II, |
| Card | Current FL EBT Card | admin/contracts/ebt-2018/ | Exhibit C, Section C- |
| | | | 1.1 |
| Federal Waivers | Waivers | http://www.dcf.state.fl.us/admin/contracts/ebt-2018/ | Appendix II, Exhibit C, Section C-1.1 |
| | | durinity contracts/ cot 2010/ | · |
| Florida eWIC to | Florida eWIC to MIS | http://www.dcf.state.fl.us/ | Appendix II, |
| MIS ICD | ICD | admin/contracts/ebt-2018/ | Exhibit C, Section C- 1.1 |
| Florida Administrative | Public Assistance | https://www.flrules.org/g ateway/ChapterHome.asp? | ITN 1.2 |
| Code | Programs | Chapter=65A-1 | 111 1.2 |
| Data Workbook | CNIAD / C. 1 EDE | 1 | ITEN I C. 11 1 2 C |
| and OSS and PNAS Warrants | , | http://www.dcf.state.fl.us/admin/contracts/ebt-2018/ | ITN Section 4.2.8, Appendix XIV |
| Data | 2 33332 32342 22 4444 | | |

These documents will be discussed further as noted in the above table and in other sections as noted in **APPENDIX II**: **STANDARD INTEGRATED CONTRACT PART 2**.

SECTION 2. ITN PROCESS

2.1 General Overview of the Process

The ITN process is divided into two (2) phases, the Evaluation Phase and the Negotiation Phase. The Evaluation Phase involves the Department's initial evaluation of replies. During the Evaluation Phase, all responsive replies will be evaluated against the evaluation criteria set forth in this ITN. Upon the Secretary's approval, the Department will then select one (1) or more Offerors (Shortlist) within the competitive range to participate in negotiations. An Offeror will be deemed responsive unless determined to be nonresponsive as defined in this solicitation document.

The Negotiation Phase first involves a system demonstration of all required functionality as described in **Section 2.12- Live Functional Demonstrations, SNAP/Cash and WIC.** Should the Offeror fail to satisfactorily demonstrate their functionality, the Offeror will not be engaged for negotiations at the discretion of the Department. For the successful Offeror that has successfully demonstrated its functionality, the Department will then engage in negotiations with the Offeror(s). During the Negotiation Phase, the Department may request revised replies and best and final offers based on the negotiations. Following negotiations and upon selection and approval by the Secretary, the Department will post a notice of intended contract award(s), identifying the Offeror(s) that provides the best value to the State.

2.2 Official Notices and Public Records

2.2.1 Notices Regarding the ITN

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(PMT-06-1516)

All notices, decisions, intended decisions, addenda and other matters relating to this procurement will be electronically posted on the Department of Management Services (DMS) Vendor Bid System (VBS) located at: http://myflorida.com/apps/vbs/vbs_www.main_menu

To find postings at such location:

- 1. Click on Search Advertisements
- 2. Under "Agency" select Department of Children and Families
- 3. Scroll down to the bottom of the screen and click on "Initiate Search"

It is the responsibility of prospective Offerors to check the VBS for addenda, notices of decisions and other information or clarifications to this ITN.

2.2.2 Public Records

All electronic and written communications pertaining to this ITN, whether sent from or received by the Department, are subject to the Florida public records laws located in Chapter 119, Florida Statutes (F.S.). **Section 4.4** of the ITN addresses the submission of trade secret and other information exempted from public inspection.

2.3 Protests and Disputes

Any protest concerning this solicitation shall be made in accordance with subsections 120.57(3) and 287.042(2), F.S., and Chapter 28-110, Florida Administrative Code.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SUBSECTION 120.57(3), F.S., OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, F.S.

2.4 Limitations on Contacting Department Personnel and Others

2.4.1 General Limitations

Offerors responding to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award(s), excluding Saturdays, Sundays, and state approved holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. As part of a response to a Department request for additional or clarifying information, Offeror representatives may communicate directly with other Department personnel or consultants identified by the Procurement Manager for such purposes.

2.4.2 Limitations During Negotiations

During the Negotiation Phase of this ITN: (i) any contact and communication between the members of the negotiations team for the prospective Offeror(s) with whom the Department is negotiating and the negotiation team for the Department is permissible, but only "on the record" (as required by subsection 286.0113(2), F.S.) during the negotiations meetings; (ii) communication between the Lead Negotiator for the prospective Offeror(s) with whom the Department is negotiating and the lead negotiator for the Department outside of the negotiations meetings is permissible so long as it is in writing; and (iii) communications between prospective Offeror representatives and other Department representatives is permissible only as determined in writing by the Procurement Manager. As part of an activity initiated by

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the Department during the negotiations phase, such as service or product demonstration, testing or development, Offeror representatives may communicate directly with other Department personnel or consultants identified by the Procurement Manager or the Lead Negotiator for such purposes.

2.4.3 Violation of Contact Limitations

Violations of **Section 2.4** of this ITN will be grounds for rejecting a proposal, if determined by the Department to be material in nature.

2.5 Schedule of Events and Deadlines

| Activity | Date | Time Eastern | Address | Section Reference |
|--|------------|------------------------|--|----------------------|
| ITN advertised and released on Florida VBS: | 08/14/2018 | 5:00 pm | DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_ww w.main_menu | 2.2.1 |
| *Solicitation Conference (Call) to be held: | 09/05/2018 | 1:00 pm | Florida Department of Children and Families Ashley Davis, Procurement Manager Conference Call Number 1-888-670-3525 Participant Passcode: 8683165366# | 2.7 |
| Submission of Written Inquiries must be received by: | 09/14/18 | 5:00 pm | Attn: Florida Department of Children and Families Ashley Davis, Procurement Manager Email Address: Ashley.Davis@myflfamilies.com Mailing Address: Florida Department of Children and Families Economic Self Sufficiency Services Program Office 1317 Winewood Blvd., BL. 3, RM. 459 Tallahassee, FL 32399-0700 | 2.8 |
| Anticipated Date for Question and Answers to be Posted to VBS: | 09/28/2018 | 5:00 pm | DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_ww w.main_menu | 2.8 |

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| Activity | Date | Time Eastern | Address | Section Reference |
|------------------------------------|------------|---------------------|---|----------------------|
| Notice of Intent to | 10/19/2018 | 5:00 pm | Attn: Florida Department of Children and | 2.9 |
| Submit a Reply | 10/13/2010 | 0.00 pm | Families | 2.9 |
| Form Due: | | | Ashley Davis, Procurement Manager | |
| | | | Email Address: | |
| | | | Ashley.Davis@myflfamilies.com | |
| | | | Mailing Address: | |
| | | | Florida Department of Children and | |
| | | | Families | |
| | | | Economic Self Sufficiency Services Program Office | |
| | | | 1317 Winewood Blvd., BL. 3, RM. 459 | |
| | | | Tallahassee, FL 32399-0700 | |
| Sealed Replies must be received | 11/16/2018 | 3:00 pm | Attn: Florida Department of Children and Families | 2.10, 4.1 |
| by the Department: | | | | |
| by the Department. | | | Ashley Davis, Procurement Manager | |
| | | | Mailing Address: | |
| | | | Florida Department of Children and | |
| | | | Families | |
| | | | Economic Self Sufficiency Services | |
| | | | Program Office 1317 Winewood Blvd., BL. 3, RM. 459 | |
| | | | Tallahassee, FL 32399-0700 | |
| *Reply Opening | 11/16/2018 | 4:00 pm | Florida Department of Children and | 4.2.2, 5.2 |
| and Review of | | | Families | |
| Mandatory Requirements: | | | Economic Self Sufficiency Services Program Office | |
| requirements. | | | 1317 Winewood Blvd., BL. 3, RM. 202 | |
| | | | Tallahassee, FL 32399-0700 | |
| * Initial Meeting of | 11/29/2018 | 11:00 am | Florida Department of Children and | * Initial |
| the Evaluators: | | | Families | Evaluator |
| | | | Economic Self Sufficiency Services Program Office | Meeting |
| | | | 1317 Winewood Blvd., BL. 3, RM. 202 | |
| | | | Tallahassee, FL 32399-0700 | |
| *Validation of | 01/18/2019 | 1:00 pm | Florida Department of Children and | 5.3 |
| Evaluation Scoring | | | Families | |
| Meeting of the Evaluators | | | Economic Self Sufficiency Services Program Office | |
| Livatation | | | 1317 Winewood Blvd., BL. 3, RM. 202 | |
| | | | Tallahassee, FL 32399-0700 | |

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| Activity | Date | Time Eastern | Address | Section Reference |
|---|--------------------------------|------------------------|---|----------------------|
| Anticipated posting of qualified Offerors (shortlist) for Negotiation: | 02/04/2019 | 5:00 pm | DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_ww w.main_menu | 5.3.5 |
| Notification to shortlisted Offerors of schedule for Live Functional Demonstration for SNAP/Cash | 02/08/2019 | 5:00 pm | To be determined and provided to Respondents individually | 2.12, 5.3.5 |
| Notification to shortlisted Offerors of schedule for Live Functional Demonstration for WIC | 02/08/2019 | 5:00 pm | To be determined and provided to Respondents individually | 2.12, 5.3.5 |
| Live Functional Demonstrations for SNAP/Cash | 2/19/2019 to 2/21/2019 | 8:00 am to 5:00 pm | To be determined and provided to Respondents individually | 2.12 |
| Live Functional Demonstrations for WIC: | 02/20/2019 to 02/22/2019 | 8:00 am to 5:00 pm | To be determined and provided to Respondents individually | 2.12 |
| Negotiation Meetings Begin | 03/04/2019 to 04/10/2019 | 8:00 am to 5:00 pm | To be determined and provided to Respondents individually | 5.4 |
| *Meeting of Negotiation Team to Develop Recommendation for Award: | 04/12/2019 | 10:00 am | Florida Department of Children and Families Economic Self Sufficiency Services Program Office 1317 Winewood Blvd., BL. 3, RM. 202 Tallahassee, FL 32399-0700 | 5.5 |
| Anticipated posting of Intended Contract(s) Award: | 04/29/2019 | 5:00 pm | DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_ww w.main_menu | 5.5.4 |
| Anticipated Effective Date of Contract (s): | TBD | TBD | TBD | 1.3 |

| Activity | Date | Time | Address | Section |
|----------|------|---------|---------|-----------|
| | | Eastern | | Reference |

All Offerors are hereby notified that meetings noted with an asterisk above () are public meetings open to the public and may be electronically recorded by any member of the audience. Although the public is invited, no comments or questions will be taken from Offerors or other members of the public (except for the Solicitation Conference Call, during which comments and questions will be taken from Offerors, and during the Live Functional Demonstrations, which will be presentations by the prospective Offerors included on the selected shortlist).

All times in the event schedule are local times for the Eastern Time Zone. Although the Department may choose to use additional means of publicizing the results of this ITN, posting on the VBS is the only official notice recognized for the purpose of determining timeliness in the event of protest.

2.6 Small, Minority, and Florida Certified Veterans Business Participation

Small Businesses, Certified Minority and Florida Certified Veteran Business Enterprises are encouraged to participate in any scheduled conferences, conference calls, pre-solicitation, or pre-proposal meetings. All vendors shall be accorded fair and equal treatment.

2.7 Solicitation Conference

The purpose of the Solicitation Conference Call is to review the ITN with interested Offerors. The Department encourages all prospective Offerors to participate in the Solicitation Conference Call during which prospective Offerors may pose questions. The Solicitation Conference Call for this ITN will be held at the time and date specified in **Section 2.5**. Participation in the Solicitation Conference Call is <u>not</u> a prerequisite for acceptance of replies from prospective Offerors. The Department shall be only bound by written information that is contained within the solicitation documents or formally posted as an addendum or a response to questions.

2.8 Written Inquiries

Prospective Offeror questions will only be responded to with written information per **Section 2.7** if submitted as written inquires to the Procurement Manager as specified in **Section 1.4**, via electronic mail, U.S. Mail, or other delivery service, and received on or before the date and time specified in **Section 2.5**. Offerors should use the template provided in **APPENDIX III: QUESTION SUBMITTAL FORM** of this ITN to submit written inquiries. Written inquires will not be accepted by facsimile.

The responses to all inquiries will be made available by the date and time specified in **Section 2.5** through electronic posting on the VBS at: http://vbs.dms.state.fl.us/vbs/main_menu.

Any addenda or written responses supplied by the Department will subsequently become part of this solicitation.

2.9 Notice of Intent to Submit a Reply

Offerors who are interested in responding to this ITN are required to send a Notice of Intent to Submit a Reply **APPENDIX IV: NOTICE OF INTENT TO SUBMIT A REPLY** to the Procurement Manager specified in **Section 1.4**, on or before the date and time specified in **Section 2.5**.

2.10 Receipt of Replies

2.10.1 Reply Deadline

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Replies must be received by the Department no later than the date/time and at the address provided in **Section 2.5**. Any replies that are not received at the specified address, by the specified date and time, will not be evaluated. All methods of delivery or transmittal to the Department's contact person remain the responsibility of the prospective Offeror and the risk of non-receipt or delayed receipt shall be borne exclusively by the prospective Offeror.

2.10.2 Binding Replies

By submitting a reply, each Offeror agrees its reply shall remain a valid offer for at least 120 calendar days after the reply opening date and, in the event the contract(s) award is delayed by appeal or protest, such 120 calendar day period is extended until entry of a final order in response to such appeal or protest.

2.10.3 Changes to Replies After Submission Prohibited

Once the reply opening deadline has passed, no changes, modifications, or additions to the reply submitted will be accepted by or be binding upon the Department until the Department initiates negotiations or requests supplemental replies. The Department reserves the right to correct minor irregularities, but is under no obligation to do so.

2.10.4 Receipt Statement

Replies not received at the specified place or by the specified date and time, or both, will be rejected and returned unopened to the Offeror by the Department. The Department will retain one unopened original for use in the event of a dispute.

2.10.5 Request to Withdraw Reply

A written request to withdraw a reply, signed by the Offeror, may be considered if received by the Department within 72 hours after the reply opening time and date as specified in **Section 2.5** above. A request received in accordance with this provision may be granted by the Department upon proof of the impossibility to perform based upon an obvious Offeror error.

2.10.6 Cost of Preparation of Reply

By submitting a reply, an Offeror agrees that the Department is not liable for any costs incurred by the Offeror in responding to this ITN.

2.11 Application of Mandatory Requirements

An Offeror must comply with all Mandatory Requirements in order to be considered for selection under this ITN. The mandatory requirements for this ITN are set forth in **APPENDIX V: MANDATORY CRITERIA CHECKLIST.**

The Procurement Manager will examine each reply to determine whether the reply meets the Mandatory Requirements specified in **APPENDIX V: MANDATORY CRITERIA CHECKLIST**.

A reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.

Meeting the Mandatory Requirements alone will not impact any ranking in the short listing process.

An initial determination that a reply meets the Mandatory Requirements does not preclude a subsequent determination of non-responsiveness.

2.12 Live Functional Demonstrations, SNAP/Cash and WIC

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The Offeror(s) selected for the "shortlist" following evaluation of the responses are required to provide live functional demonstrations of major components of their systems and services which are intended to be the solution(s) to the Department's requirements for both SNAP/Cash and WIC EBT functionality. The live functional demonstration for SNAP/Cash and WIC will be conducted separately in accordance with **Section 2.5 Schedule of Events and Deadlines** above.

SNAP/Cash components include, but are not limited to, the Offeror's Administrative System, Data Warehouse, Cardholder Website, Settlement and Reconciliation, System security user administration, Disaster Services, and Fraud Prevention/Detection solutions.

For WIC, the Offeror will be required to physically demonstrate, using the Offeror's EBT system intended to support this contract, its capability to meet WIC EBT processing, WIC State Office capability to input EBT void transactions, daily food cost settlement, not-to-exceed and recoupment processing, and processing and control of a host generated tracking number (HGTN). These functionalities are specified in the requirements within APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2, EXHIBIT C of this ITN.

The WIC State Office will provide written test scripts to exercise system functionality and confirm successful processing interfaces exist. Should the Offeror fail to successfully demonstrate the required functionality, that failure must be remedied in sufficient time to complete execution of the selection in order to continue as a viable Offeror.

The WIC State Office has created **APPENDIX VI: WIC EBT DEMONSTRATION PLAN** as part of this ITN and created **APPENDIX VII: WIC EBT TEST SCRIPTS** that will be used by each Offeror for their demonstration. The test script will describe the task required and the expected output of that task. These criteria will be used to determine if the Offeror has successfully completed the necessary test demonstration step.

2.13 Form PUR 1001

The standard "General Instructions to Respondents" Form PUR 1001 (10/06) is hereby attached to this ITN by reference as if fully recited herein. Sections 3, 4, 5, 14, and 18 of Form PUR 1001 are <u>not</u> applicable to this solicitation. In the event of any conflict between Form PUR 1001 and this ITN, the terms of this ITN shall take precedence over Form PUR 1001, unless the conflicting term is required by Florida law, in which case the term contained in Form PUR 1001 shall take precedence. Form PUR 1001 is available at:

http://www.dms.myflorida.com/media/purchasing/pur_forms/1001_pdf.

2.14 Department's Reserved Rights

2.14.1 Waiver of Minor Irregularities

The Department reserves the right to waive minor irregularities when doing so would be in the best interest of the State of Florida. A minor irregularity is a variation from the terms and conditions of this ITN which does not affect the price of the reply or give the Offeror a substantial advantage over other Offerors and thereby restrict or stifle competition and does not adversely impact the interest of the Department. At its option, the Department may correct minor irregularities but is under no obligation to do so. When correcting minor irregularities, the Department may request the Offeror provide clarifying information or additional materials to correct the minor irregularity. However, the Department will not request and the Offeror shall not provide additional materials that affect the price of the proposal or give the Offeror an advantage or benefit not enjoyed by other Offerors.

2.14.2 Right to Inspect, Investigate, and Rely on Information

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In ranking replies for negotiation and in making a final selection, the Department reserves the right to inspect an Offeror's facilities and operations, to investigate any Offeror representations and to rely on information about an Offeror in the Department's records or known to its personnel.

2.14.3 Rejection of All Replies

The Department reserves the right to reject all replies at any time, including after an award is made, when doing so would be in the best interest of the State of Florida. By rejecting all replies the Department assumes no liability to any Offeror.

2.14.4 Withdrawal of ITN

The Department reserves the right to withdraw the ITN at any time, including after an award is made, when doing so would be in the best interest of the State of Florida. By withdrawing the ITN the Department assumes no liability to any Offeror.

2.14.5 Reserved Rights After Notice of Award

The Department reserves the right to schedule additional negotiation sessions with Offerors identified in the posting of a Notice of Award to establish final terms and conditions for contract(s) with those Offerors.

The Department reserves the right, after posting notice thereof, to withdraw or amend its Notice of Award and reopen negotiations with any Offeror at any time prior to execution of a contract(s).

2.14.6 Other Reserved Rights

The Department reserves all rights described elsewhere in this ITN.

SECTION 3. MINIMUM SPECIFICATIONS

3.1 OFFEROR QUALIFICATIONS

The Offeror must meet the Minimum Specifications identified below. A reply that fails to meet the Minimum Specifications will be deemed nonresponsive and will not be evaluated.

3.1.1 Mandatory Requirements

The Offeror must meet the requirements of **Section 4.2.2**.

3.1.2 Offeror Disqualification Under PUR 1001

Persons or affiliates placed on the Convicted Offeror List or the Discriminatory Offeror List are disqualified pursuant to **Sections 7 and 8 of PUR 1001**.

3.1.3 Offeror Disqualification for Previous Failure to Perform

In addition to other criteria set forth herein, failure to have performed any previous contractual obligations with the Department in a manner satisfactory to the Department will be a sufficient cause for disqualification. To be disqualified as an Offeror under this provision, the Offeror must have:

- Previously failed to satisfactorily perform in a contract with the Department, been notified by the
 Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to
 the satisfaction of the Department;
- Had a contract terminated by the Department for cause; or

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 Failed to sign a certification regarding debarment, suspension, ineligibility and voluntary exclusion contract/subcontracts (APPENDIX VIII: OFFEROR'S CERTIFICATIONS) prior to contract execution.

3.2 Minimum Programmatic Specifications

The selected Offeror shall perform the tasks outlined in **APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2** in accordance with all terms thereof, which is being posted on the VBS with this ITN and incorporated by reference.

3.3 Minimum Financial Specifications

The selected Offeror shall be compensated in the manner set forth in **APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2** in accordance with all terms therein, which is being posted on the VBS with this ITN and incorporated by reference.

3.3.1 Funding Sources

This is a fixed price (unit cost) contract(s). The Department will pay the successful Offeror for the delivery of service units provided in accordance with the terms and conditions for the resulting contract(s) of this ITN, subject to the availability of funds.

- TCA benefits are jointly funded by the State and TANF federal block grant.
- RAP benefits are funded 100% by federal grant.
- FAP benefits are 100% funded by the Federal Government.
- D-SNAP benefits are 100% funded by the federal government.
- WIC benefits are 100% funded by the federal government.
- FSET benefits are jointly funded by State and federal government agencies.

3.3.2 Funding for Services Only

There will be no funds awarded or associated with the resulting contract(s) for start-up or readiness activities. Such costs will be borne exclusively by the successful Offeror.

3.4 OFFEROR REGISTRATION IN MYFLORIDAMARKETPLACE

To be paid each vendor doing business with the state must register in the MyFloridaMarketPlace system and pay the required transaction fees, unless exempted under Rule 60A-1030(3), Florida Administrative Code. Vendors not subject to registration requirements should include proof of exemption from registration. Failure to include either proof of registration or exemption will not prevent the evaluation of the reply; however, proof of registration or exemption must be provided prior to execution of the contract(s), if any.

3.5 COMPOSITION OF THE CONTRACT

The contract(s) awarded as a result of this solicitation will be composed of:

3.5.1 Standard Integrated Contract

The Department's Standard Integrated Contract Parts 1 and 2 contain general contract terms and conditions required by the Department for all vendors. In addition, the Department's Standard Integrated Contract contains additional contract terms and conditions governing the performance of

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work, the clients to be served, required deliverables, performance standards, and compensation. **Both Parts** will be part of the contract resulting from the ITN and its terms and conditions are binding upon all Offerors.

3.5.2 PUR Form 1000

The Form PUR 1000 is incorporated by reference into the Department's Standard Contract. The Form PUR 1000 contains standard terms and conditions that will apply to the contract(s) which results from the solicitation. Form PUR 1000 is available at the following link:

http://www.dms.myflorida.com/media/purchasing/pur_forms/1000_pdf.

3.5.3 Other Attachments or Exhibits

All other attachments and exhibits to the Department's **STANDARD INTEGRATED CONTRACT PARTS 1** and **2** referenced in this ITN shall also be part of the resulting contract(s), if any.

3.6 ORDER OF PRECEDENCE

In the event of conflict in terms among the foregoing, the following order of precedence will apply. The reply submitted in response to this solicitation may be incorporated into or attached to the contract(s) but will not change the provisions of the below documents.

1) APPENDIX I and APPENDIX II: THE DEPARTMENT'S STANDARD INTEGRATED CONTRACT PARTS 1 and 2,

2) The Offeror's reply (including Interim Revised Replies from Negotiations)

SECTION 4. INSTRUCTIONS FOR RESPONDING TO THE ITN

The Offeror shall submit its reply in the format prescribed. The prescribed format and instructions for this solicitation have been designed to help ensure that all replies are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time.

The reply shall consist of two independent parts, a Programmatic Reply and a Financial Reply which are specified in **Sections 4.2** and **4.3**, respectively.

4.1 HOW TO SUBMIT A REPLY

4.1.1 Mandatory Reply Deadline

All replies must be received by the Procurement Manager by the deadline and at the location set forth in **Section 2.5**, Schedule of Events and Deadlines. The Offeror must choose the appropriate means for delivery; and is exclusively responsible for receipt of the reply by the Procurement Manager. Late replies will not be evaluated. See also **Section 2.10.1**.

4.1.2 Electronic Transmittal of Replies Not Acceptable

Facsimile or electronic transmissions of replies will not be accepted.

4.1.3 Reply Amendments

Any amendments to the reply as originally submitted by the Offeror, not required by the Department, must comply with the requirements of this section and must be received on or before the due date as specified in **Section 2.5**.

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4.1.4 Number of Copies Required and Format for Submittal

Offerors shall submit one (1) original and ten (10) hard copies of the Programmatic Reply and one (1) original and four (4) hard copies of the Financial Reply. The original copies of both the Programmatic Reply and the Financial Reply shall contain an original signature of an official who is authorized to bind the Offeror to their reply. Ten (10) electronic copies on (USB Storage Device) of the reply, each containing both parts of the reply (Programmatic and Financial), identical to the hard copies, must also be submitted with the hard copies.

4.1.5 Replies to be in Sealed Container

All original, hard copies and electronic copies of the Replies must be submitted in a sealed container. The container must be clearly marked with the title of the reply, the ITN number, the vendor's name, and identification of enclosed documents (Programmatic Reply and Financial Reply for Electronic Benefits Transfer/Electronic Funds Transfer (EBT/EFT) services). The original reply must be clearly marked as such, and the copies identified and numbered (i.e., original, copy #1 of 10, etc.).

4.1.6 Hard-copy Reply Format

Replies must be typed, single-spaced, on 8-1/2" x 11" paper. Pages must be numbered in a logical, consistent fashion. Figures, charts and tables should be numbered and referenced by number in the text. The replies must be organized, labeled, and tabbed, as directed in Section 4.2 for the Programmatic Reply and Section 4.3 for the Financial Reply. The Programmatic Replies and Financial Replies must be individually bound.

4.1.7 Electronic Copy Format

The required electronic format of the reply must be on USB Storage Devices. The software used to produce the electronic files must be Adobe portable document format ("pdf"), version 6.0 or higher. The Department must be able to be open and view the reply utilizing Adobe Acrobat, version 9.0. The electronic copies must be identical to the original reply submitted, including the format, sequence and section headings identified in this ITN. The electronic media must be clearly labeled in the same manner as the hard copies and submitted with the corresponding hard copies. The hard copy marked "original" shall take precedence over the electronic version(s) of the reply and all non-"original" hard copy versions of the reply in the event of any discrepancy. If a discrepancy is found between the hard copy reply marked "original" and any of the electronic versions submitted on a USB Storage Device, the Department reserves the right, at its sole discretion, to reject the entire reply.

4.2 CONTENT OF PROGRAMMATIC REPLY

The Offeror shall not include any references to the Financial Reply or its contents in the Programmatic Reply. This includes, but is not limited to, costs, fees, prices, rates, profit, bonuses, discounts, rebates, or the identification of free services, labor, materials, or licensing fee sharing arrangements.

4.2.1 PROGRAMMATIC REPLY Title Page

The first page of the reply shall be a Title Page that contains the following information:

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- 1. "Department of Children and Families"
- 2. Title of reply; including the words "PROGRAMMATIC REPLY"
- 3. ITN number
- 4. Identification of enclosed documents
- 5. Prospective Offeror's name and federal tax identification number
- 6. Name, title, telephone number, e-mail, and address of person who can respond to inquiries regarding the reply

4.2.2 TAB 1: Mandatory Requirements

The following are the Mandatory Requirements for this ITN:

4.2.2.1 Certificate of Signature Authority

The reply must include a signed **CERTIFICATE OF SIGNATURE AUTHORITY**, **APPENDIX IX**, completing either **Section A** (or providing a corporate resolution or other duly executed certification issued in the vendor's normal course of business) or **Section B**, demonstrating the person signing the reply and its statements and certifications is authorized to make such representations and to bind the vendor.

4.2.2.2 Mandatory Certifications

The reply must include an **OFFEROR'S MANDATORY CERTIFICATIONS - MASTER CERTIFICATION (APPENDIX VIII)** signed by the person named in the Certificate of Signature Authority as the Authorized Representative of the vendor and the "true" box must be checked next to each of the Certifications (a) through (m).

4.2.2.3 Tie Breaking Certifications

The reply may include the **Master Certification - Tie Breaking Certifications** (also in **APPENDIX VIII**). The vendor may check the "true" box for any or all Tie Breaking Certifications identified in **APPENDIX VIII** (m) through (p) for which a vendor qualifies. Completion of the Tie Breaking Certifications is mandatory for qualifying vendors if the vendor does not desire to waive all rights to consideration of a "tie breaker."

4.2.2.4 Form of Parent Guarantee

The reply must include a completed and signed **FORM OF PARENT GUARANTEE** (**APPENDIX X**) naming the Offeror's Parent and agreeing to the terms of the Guarantee.

4.2.3 TAB 2: Offeror's Cross Reference Table

Offeror replies must include a cross-reference between the reply and the ITN requirements in **Section 4.2 and 4.3**. Separate cross-reference tables must be developed for the Programmatic and Financial Replies. The Programmatic cross-reference table must be directly behind the title page in the Programmatic Reply. The Financial cross-reference table must be directly behind the title page in the Financial Reply. Both cross-reference tables must be formatted as follows (add as many rows as needed):

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| ITN | | | I | REPLY | |
|------------------------------|-----------|------------------|------------------|---------|------------|
| Page(s) | Sect/Part | Subject | Subject | Page(s) | Sect/ Part |
| | | Title Page | Title Page | | |
| | | Required | Required | | |
| | | Offeror's | Offeror's | | |
| | | Statements and | Statements and | | |
| | | Certifications - | Certifications - | | |
| | | Mandatory | Mandatory | | |
| Requi | | Requirements | Requirements | | |
| | | Response to | Response to | | |
| | | Understanding | Understanding | | |
| | | the Statement of | the Statement of | | |
| Purpose | | Purpose | Purpose | | |
| Description of the Offeror's | | Description of | Description of | | |
| | | the Offeror's | the Offeror's | | |
| | | Organizational | Organizational | | |
| | | Qualifications | Qualifications | | |

4.2.4 TAB 3: Table of Contents

The Offeror's reply shall include a Table of Contents.

4.2.5 TAB 4: Executive Overview - Limited to a Maximum of Five (5) Pages

This section of the ITN requires the Offeror to describe and provide evidence of their capabilities to perform the scope and types of tasks required by the Department. The Department will allow the Offerors to subcontract one (1) or more required services to another vendor therefore a prospective Offeror's experience, combined with that of any subcontractor(s), must demonstrate the capability to successfully meet the requirements of this ITN.

The Offeror shall provide a brief Executive Overview demonstrating an understanding of the ITN purpose stated in **Section 1.2**, and the needs specified in this ITN. The Executive Overview should also include a brief description of the Offeror's organization, leadership credentials, approach for Scope of Work services, management of Performance Specifications and completing Deliverables as defined in **APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2**.

4.2.5.1 Understanding of Statement of Need

Offerors will include information showing their understanding of the needs specified in this ITN. The Offeror shall ensure their response related to this understanding of the State's Statement of Need is clear and thorough, focused on assuring accurate and timely transaction processing, customer service, fraud prevention, and end-to-end data accountability in processing, administration and display.

4.2.6 TAB 5: Company Profile and Experience - Limited to a Maximum of 25 pages

This section shall be organized in the order of the subsections below.

4.2.6.1 Offeror Approach and Philosophy

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The Offeror shall describe its organization's approach and philosophy, including mission statement, core values, and vision.

4.2.6.2 Corporate and Organizational Structure

The Offeror shall: describe its organization and governance structure, depicting clear lines of authority including corporate affiliations; describe how the structure represents a lean, efficient and effective administrative model; describe experience and achievements in developing a governance model is designed to avoid conflicts of interest. In addition, the Offeror shall confirm that all customer service call center staff performing services under the contract(s) resulting from this ITN and those involved in programming and operational support will be located within the United States.

4.2.6.3 Description of the Offeror's and Subcontractors Organizational Qualifications

The Offeror must describe any experience in providing the same type(s) and scope of services as requested in this ITN and APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2, including but not limited to performing, managing and delivering these services. Offerors must demonstrate experience in processing large volumes of automated financial transactions. The experience shall be demonstrated as well for subcontractors (if any). The experience should include work done by the individuals who will be assigned to the work described in this ITN, as well as the overall experience of the organization. State whether the Offeror was the prime contractor or a subcontractor and whether it worked in cooperation with a subcontractor. Where applicable, clearly note the Offeror's related experience which included individuals who will be assigned and their role on the past project. Provide a detailed description of any work to be subcontracted, including information describing the qualifications and relevant experience of any proposed subcontractors.

For each of the following services experience requirements, Offerors must identify:

- The total number years of experience for the service.
- Description of the project(s) for which the service was provided.
- Whether the specified service was performed as a prime contractor or subcontractor.
- A clear indication of the Offeror's ability to perform the specified services to meet the requirements of this ITN.

4.2.6.3.1 Experience in Financial Systems

Offerors shall describe their experience and that of the subcontractor (if any) in the development, implementation, operations, and ongoing management of large scale, complex financial systems, such as EBT and EFT.

Experience in supplying the types of hardware, software and supplies, and/or providing core and ancillary services, such as those required by EBT/EFT services should be demonstrated.

4.2.6.3.2 Management of Complex Financial Networks

Offerors shall describe their experience and that of the subcontractor (if any) in managing complex financial networks involving commercial and proprietary transaction routing and processing.

4.2.6.3.3 Experience Responding to Changing Customer's Needs

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Offerors shall describe any instances up to ten (10) where they provided significant levels of EBT/EFT services support beyond the scope defined in the initial contract. Offerors shall also describe any instances up to five (5) where the subcontractor (if any) provided significant levels of EBT/EFT services support beyond the scope defined in the subcontractors initial contract

The Offerors (and subcontractors) description should include the following types of information:

- What initiated or prompted the change?
- What additional EBT/EFT services were provided (i.e., types, scope, value)?
- From the identification of the need, how long did the change take to complete/implement?
- Were the services provided to the customer at no additional cost?
- If the Offeror (subcontractor) was compensated, was payment based on a preapproved change order or contract amendment?

4.2.6.3.4 Government or Commercial Customers Qualifications

Offerors shall provide a list and description of government or commercial customers for whom the Offeror and subcontractors (if any) have provided services in the past 10 years or currently provides relevant financial services.

Offerors shall provide a project description to include the following on both the Offeror and the subcontractor (if any):

- Scope of work performed
- Effective project dates
- Scheduled and actual completion dates
- Contract value
- Offeror's (and subcontractor's) roles and responsibilities

4.2.6.3.5 EBT/EFT Services Experience References

The Offeror must provide a minimum of three (3) separate references using the table located in **APPENDIX XI: PAST PERFORMANCE REFERENCES** for verifiable clients where the Offeror provided EBT/EFT services as described in **Section 4.2.6.3.1**. Confidential clients shall not be included. Do not list the Department as a client reference.

4.2.6.3.6 Government or Commercial Customer Qualifications References

The Offeror must provide a minimum of three (3) separate references using the table located in **APPENDIX XI: PAST PERFORMANCE REFERENCES** for verifiable clients where the Offeror provided relevant financial services to a government or commercial customer or currently provides relevant financial services as described in **Section 4.2.6.3.4**. These references are separate from the three (3) references provided **in Section 4.2.6.3.1** for specific EBT/EFT Services. Confidential clients shall not be included. Do not list THE DEPARTMENT as a client reference.

4.2.6.3.7 Subcontractor References

The Offeror must provide a minimum of three (3) separate references for the subcontractor using the table located in APPENDIX XI: PAST PERFORMANCE REFERENCES for

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verifiable clients where the subcontractor provided relevant financial services to a government or commercial customer or currently provides relevant financial services as described in **Section 4.2.6.3.1**. Confidential clients shall not be included. Do not list the Department as a client reference

4.2.6.3.8 State of Florida references

The Offeror must provide a minimum of three (3) references for verifiable clients where the Offeror is conducting or has conducted business in the State of Florida for current contracts or for contracts within the past five (5) years using the table located in **APPENDIX XI: PAST PERFORMANCE REFERENCES**. If the Offeror has not performed work with the State of Florida in the past five (5) years this requirement is waived. The client references included should be for projects where the Offeror was the prime contractor. The clients listed should be for work similar in nature to that specified in this ITN or IT related projects. References provided in **Sections 4.2.6.3.5**, **4.2.6.3.6** and **4.2.6.3.7** above can be counted toward this minimum requirement.

4.2.6.3.9 Reference Instructions

The same client may not be listed for more than one (1) reference. For example, if the Offeror has completed a project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one of the projects may be listed because the client, the Florida Department of Transportation, is the same. Firms that are currently parent or subsidiary companies to the Offeror will not be accepted as Past Performance references under this solicitation.

In the event that the Offeror has had a name change since the time work was performed for a listed reference, the name under which the Offeror operated the time that the work was performed must be given at the end of the project description for that reference in **APPENDIX XI: PAST PERFORMANCE REFERENCES.**

The Department reserves the right to contact the customer or visit the customer's site to verify the Offeror's assertions of project type, range and scope, satisfactory completion of the customer's project, and performance against service levels. The Department reserves the right to contact and verify references provided and reserves the right to contact clients not listed in the reply(s).

References should be available to be contacted during normal working hours. The Department will choose, at its own discretion, a minimum of two (2) of the Offeror's references in **Sections 4.2.6.3.5, 4.2.6.3.6, 4.2.6.3.7** and **4.2.6.3.8** to contact in order to complete a questionnaire.

Failure to provide the required information for a minimum of three (3) separate and verifiable clients for **Sections 4.2.6.3.5**, **4.2.6.3.6**, **4.2.6.3.7** and **4.2.6.3.8** in the spaces provided in **APPENDIX XI: PAST PERFORMANCE REFERENCES** shall result in the Offeror receiving a score of zero (0) for the Past Performance Reference section of the evaluation for each Section not completed.

4.2.6.4 Identification of Subcontractors

The Offeror must list all identified subcontracts, or the plan and approach to vet, identify and recruit and retain subcontractors, who will provide proposed services in **APPENDIX XII: SUBCONTRACTOR LIST**.

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4.2.6.5 Offeror/Subcontractor Required Company Information

Provide the requested information below which will demonstrate the Offeror's and subcontractor(s)' ability to successfully complete the work described in this ITN and its appendices, attachments, exhibits and referenced supporting documentation. The Offeror's and any proposed subcontractor(s)' information shall be shown separately.

Specifically, in addition to the other information described above the Offeror and the subcontractor(s) must provide:

- A. Full, legal name.
- B. Federal Employer Identification Number.
- C. Proof of legal entity and authorization to do business with the State of Florida.
- D. Country and state of incorporation.
- E. Principal place of business.
- F. Description of the Offeror's organization, including number of years in business, subsidiaries, parent corporations, officers; include organization charts and details concerning the number of facilities by geographic location.
- G. Brief description of the Offeror's principal type of business and history and what uniquely qualifies the Offeror for the work described in this ITN and APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2.
- H. Statement of whether the Offeror has filed for bankruptcy protection in the past five (5) years or is currently in the process of filing or planning to file for bankruptcy protection or financial restructuring or refinancing. If so, provide court and case number.
- I. Identification of any potential or actual conflicts of interest that might arise for the Offeror as a result of contract award to the Offeror, and describe in detail the plan to eliminate or mitigate them. Such conflicts include, but are not limited to, those covered by **Section 6** of the PUR 1001. Address both personal and organizational conflicts.
- J. Reservations the Offeror must make if unable to certify completely all of the items in **Section 9** of the PUR 1001 entitled "Representation and Authorization." If no reservations are made in this section of the reply, the Offeror shall be deemed to attest to the truth of all of listed items and the Department may rely upon them.

The following specifically apply to the prime Offeror and should be addressed as such:

- K. Names and addresses of all affiliated or related companies, partnerships or associations (including subcontractor, if any) and a brief description of its relationship to the vendor.
- L. If proposing to use any subcontractors to perform the work described in this ITN and **APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2**.

4.2.6.6 Disclosure of Lawsuits and Administrative Proceedings

Offerors must disclose prior or current legal and disciplinary actions taken in current or past EBT/EFT services contract engagements in their replies to this ITN. Offerors must fully disclose legal or disciplinary actions taken:

- By the Offeror against a customer or by the customer against the Offeror.
- By a proposed subcontractor against a prime contractor, including the Offeror.

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- By a prime contractor, including the Offeror, against a proposed subcontractor.
- By a proposed subcontractor against a customer or by a customer against the proposed subcontractor.

[NOTE: For purposes of this subsection only, the term "subcontractor" shall apply to any subcontractor proposed by the Offeror that will provide or manage the delivery of a core service as defined by this ITN.]

Offerors are required to disclose the following types of legal and administrative actions:

- Administrative complaints filed.
- Administrative proceedings, past and present.
- Lawsuits filed.

In disclosing these required legal and administrative actions, Offerors must include the following information in the description of the action:

- Name of each party to the suit/proceeding, role and responsibilities.
- Contract or project name; identifier/numbers.
- Basis for suit/proceeding and proposed remedy(ies).
- Legal or administrative jurisdiction, administrative body.
- Date and description of final outcome or, if pending, current status.

4.2.7 TAB 6: CORE TEAM QUALIFICATIONS - Limited to a Maximum of 25 pages

4.2.7.1 Leadership Team Qualifications

The Offeror shall describe the qualifications and credentials of their leadership team with an explanation of why the leadership team is qualified to lead their organization in meeting the needs of this ITN. In addition, the Offeror must include résumés for key leadership personnel describing their work experience, education, and training as it relates to the requirements of this ITN and **APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2**.

4.2.7.2 Offeror Approach to Staffing

The reply shall include the Offeror's operational approach to the recruitment, training, supervision and retention of qualified personnel as described in **APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2, EXHIBIT C**.

The Offeror shall demonstrate the approach to recruitment of staff able to meet any unique cultural needs described in APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2, EXHIBIT C. The solution should address all applicable personnel grievance and conflict resolution practices. The Offeror should explain how the organization, subcontractors, and staffing levels will best meet the performance standards required to perform properly. It is also important to describe the credentials for human resources, quality assurance, financial, information technology, and other key professional level employees.

4.2.7.3 Proposed Organization and Staffing

Offerors shall provide qualifications and experience for the project manager, key personnel, technical staff and support managers/staff by name and Offeror/subcontractor organization. A

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description of project manager requirements can be found in APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2, EXHIBIT C. All proposed project personnel are subject to Department approval during negotiations and prior to contract execution. Project Organizational Chart requirements are specified in APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2, EXHIBIT C. In addition, the Offeror shall provide a table with the following columns listed for each of the proposed project team members, both Offeror and subcontractor(s), if any:

- Name Team member name or role title
- Role Role descriptions and responsibilities
- Duration Timeframes of their role on this project; proposed level of effort; whether tasks will be performed on-site or off-site
- Experience Evidence of previous experience with a highly similar task on a large scale project
- Tenure How long each person has been with the company, or if they are contract staff

4.2.7.4 Project Staffing Qualifications

The Offeror shall provide resumes of the key personnel assigned to work on this project describing their work experience, education, and training as it relates to the requirements of this ITN, including those assigned to the project at contract initiation and transition. The minimum qualifications for the Offeror's key personnel required for the duration of the contract(s) resulting from this ITN are identified in its proposed project organization chart are specified in **APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2, EXHIBIT C**.

Employment Screening and Employment Eligibility Verification requirements are specified in APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2, EXHIBIT C.

In addition, the Offeror shall include a copy of the Offeror's Employment Screening policy and procedures and a timeframe for each proposed staff (including subcontracted/consultant staff) to have completed employment screening prior to employment on the project and continued employment.

4.2.7.5 Subcontractor Information and Intent to Participate

Offerors may enter into a written contract(s) with another vendor(s) for the performance of tasks and services required in this ITN. For each subcontractor identified in its proposal, the Offeror must specify the type, scope and level services to be outsourced. Offerors must provide evidence of each subcontractor's intent to participate, by providing a letter of commitment signed by the subcontractor's authorized representative. Subcontractor requirements are specified in APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2, EXHIBIT C.

4.2.8 TAB 7 and 8: Offeror's Technical Capability for SNAP/Cash and WIC

Offerors must demonstrate their technical capability and approach to meet the core requirements outlined in APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2, EXHIBIT C. The requirements defined in APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2, EXHIBIT C are the minimum mandatory requirements for SNAP/Cash and WIC and should not be considered restrictive and limiting on the potential for proposed increased levels of service and functionality. It is the desire of the Department that the Offeror provide the most advantageous solution to providing EBT/EFT services and is open to discussing potential changes to the requirements with Offerors if the changes are advantageous to the State.

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All requirements included in this ITN are to be considered core unless a requirement is indicated to be an option. Offerors shall state in their proposals if mandatory and optional requirements are currently supported by their system application or if modifications are necessary to meet the requirement. Optional services are noted with the word "<u>Option</u>" in bold, underlined text. The Offeror must respond with their proposed solution(s) to all optional service requirements.

Offerors must include a signed APPENDIX XIV: EBT SERVICES HISTORICAL DATA AND STATISTICS ACKNOWLEDGEMENT stating their review and understanding of the DATA WORKBOOK and the OSS AND PNAS WARRANTS DATA, which are located at the following link http://www.dcf.state.fl.us/admin/contracts/ebt-2018/. The acknowledgment must be the signed by an Authorized Representative for the Offeror. The DATA WORKBOOK includes the following EBT Services Historical Data and Statistics and is provided to assist Offerors in preparation of replies:

- a. Card Issuance Volume Data
- b. Transaction Volumes
- c. Cardholder and Retailer Call Volumes
- d. Recurring Benefit File Volume Data R3 Data
- e. SNAP/Cash and RAP Caseload Data
- f. Program Descriptions and Caseload Data

The **OSS AND PNAS WARRANTS DATA** is provided for the potential addition of these programs to EBT/EFT Services at a future time to be determined by the Department.

The **DATA WORKBOOK** and the **OSS AND PNAS WARRANTS DATA** are located at the site below:

http://www.dcf.state.fl.us/admin/contracts/ebt-2018/

In **TAB** 7, Offerors shall provide complete, comprehensive and detailed technical response(s) to each SNAP/Cash requirement specified in **APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2, EXHIBIT C**.

In order to facilitate the reply evaluation process, vendors should format this reply section in a way that is clearly delineated for each of these service areas as defined in **APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2**, **EXHIBIT C** for the SNAP/Cash requirements. Instructions are provided below where additional detail should be provided on the solution being provided to the Department:

- **A.** Offerors shall state in their proposals if mandatory and optional requirements are currently supported by their system application or if modifications are necessary to meet the requirement. Optional services are noted with the word "Option" in bold, underlined text. The Offeror must respond with their proposed solution(s) to all optional service requirements.
- **B. Section C-1.1.1.4. Web Services Processing** The successful Provider shall have the ability to support web service processing and Offerors shall describe their capabilities in the response to this ITN.
- C. Section C-1.1.4. Account Set-up and Benefit Authorization Offerors must specify any additional data elements necessary to support account set-up, benefit authorization, account

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- maintenance, and reporting, including reporting as required for all programs and levels of staff.
- **D. Section C-1.1.4.1. State File Transmissions** Offerors shall detail proposed solutions and functionality to support account set-up and benefit authorizations in their response.
- **E. Section C-1.1.4.5. Pending Benefits** Offerors must describe their approach for management of any benefit records that cannot be deposited into a corresponding account in the response to this requirement. In addition, Offerors must propose solutions for creation of a pending benefit file in their response to this ITN.
- **F. Section C-1.1.6.1.3. Card Design** The Offeror's response must describe in detail its capabilities to design and/or manufacture the Florida ACCESS EBT card and identify any subcontractor involved in the process.
- G. Section C-1.1.8. EBT Administrative System Offerors shall recommend the most effective and efficient technical configuration for the Administrative system. Consideration must be given to the stability of the proposed configuration and the future direction of technology, confirming to the best of the Offeror's ability that the recommended approach is not short lived, has the flexibility to support changes in program requirements and is extendable to other programs that may be added to the EBT Administrative system platform over the life of the Contract. Offerors shall provide a justification for its proposed solutions during the design phase, including explanations of benefits and merits of its proposed solution together with any accompanying services, maintenance, warranties, value added services or other criteria, clearly describing any options or alternatives proposed.
- **H. Section C-1.1.8. EBT Administrative System (Optional Service) -** Offerors must include in their response to this ITN an option for the Administrative System that would be accessible through the internet through a secured website in case of a natural disaster, or some other unforeseen event renders the State's network inaccessible through normal access channels.
- I. Section C-1.1.1.9. System Security The security controls used by the Provider and/or its subcontractor(s) in the performance of services required in this Contract must be specified by the Offeror in its response to the ITN and approved by the Department.
- J. Section C-1.1.9.3 System Security and Operating Procedure Documentation Offerors shall provide a detailed description of the controls used to protect software development and applications in their response to the ITN.
- **K. Section C-1.1.10.7. Encryption** The Offeror's response shall specify the encryption approach and other security measures used to secure EBT transactions.
- L. Section C-1.1.10.13. Stand-in Processing Offerors must specify under what circumstances they would consider their EBT system unavailable and provide examples of situations for which stand-in processing would be implemented. Circumstances specified by the Provider for EBT system unavailability must be approved by the Department during the Design Phase. Responses to this requirement must specify the process by which retailers, acquirers/TPPs, and the Department will be notified that "stand-in" processing is in effect, both for scheduled and unscheduled system outages and shall specify how the processing and settlement of these transactions will be conducted.
- M. Section C-1.1.12. Settlement To promote the acceptance of EBT transactions, Offerors shall be required to provide evidence of its, or its designated financial agent's ability to fulfill the settlement obligations specified in the ITN and shall comply with the QUEST® Operating

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- Rules concerning an Issuer's ability to meet its settlement obligations. Evidence may be in the form of financial statements, bonds, guarantees or other assurances.
- N. Section C-1.1.16. EBT Data Warehouse and Reporting The Offeror's response shall fully describe their approach for providing the data warehouse to the Department and other agencies requiring access to this data warehouse, e.g., DPAF in the Department of Financial Services and the Public Benefits Integrity Program. The response to this ITN shall indicate the approach for implementing a data warehouse staff training program based on the type of user and job function specifying training content and duration.
- O. Section C-1.1.16.2. Standard Reporting Package The Offeror's response shall detail their ability to provide each of the reports detailed in Section D-2.2 in the manner requested. Offerors may also recommend alternative methods for access, such as a web-based report module. Offerors shall recommend any other reports that will support EBT management, operations, settlement, reconciliation, performance monitoring, fraud detection, and administration in addition to those specified in Section D-2.2. In addition, Offerors shall propose data and reporting compilations for reports to create user friendly accessibility and clear display of information for performance of job related functions. This includes, but is not limited to, subsets of large reports such as the Administrative System Non-Financial Administrative Actions report.
- **P. Section C-1.1.18.2.2.3. Disaster Off-line Manual Voucher** Offerors must specify how Disaster Off-line Manual Vouchers will be provided and how these transactions will be settled and reconciled, including when there are insufficient funds in the cardholder's EBT account to process the transaction (partial settlement).
- **Q. Section C-1.1.18.4.1. Specialized Disaster Card/PIN Inventory** Offerors may propose methodology by which the current disaster card stock can be used or may propose an alternate procedure whereby account set-up, benefit authorization, card and PIN issuance may occur using Administrative System functionality.
- R. Section C-1.1.19. Innovations Offerors must provide information related to each of the innovations included in this section. Information should include the feasibility of the innovation as well as advantages and disadvantages. In addition, Offerors are encouraged to recommend the use of other innovative technologies or services not limited to those in this section.
- **S. Section C-1.1.20. Change Management** Offerors must describe its change management process in its response to the ITN.
- **T. Section C-1.3.1.9. EBT Card Conversion** Offerors should propose methods for continuing to use the current cards and for accommodating required changes in return addresses or customer service numbers through an attrition process.
- U. Section C-1.3.2.4. Performance (Stress) Test If the Offeror is anticipating utilizing the option of using the most recent available production data in order to develop a system capacity model for modeling the anticipated transaction volumes, the Offeror shall describe how the modeling shall be performed and how the results of the modeling exercise shall be reported to the Department.

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In **TAB** 8, Offerors shall provide complete, comprehensive and detailed technical response(s) to each WIC requirement specified in **APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2, EXHIBIT C**.

In order to facilitate the reply evaluation process, vendors should format this reply section in a way that is clearly delineated for each of these service areas as defined in **APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2, EXHIBIT C** for the WIC requirements. Instructions are provided below where additional detail should be provided on the solution being provided to the Department:

- A. Offerors shall state in their proposals if mandatory and optional requirements are currently supported by their system application or if modifications are necessary to meet the requirement. Optional services are noted with the word "**Option**" in bold, underlined text. The Offeror must respond with their proposed solution(s) to all optional service requirements.
- B. **Section C-1.2.11. WIC EBT System Data Extraction -** Offers shall provide assurance of the creation of a transaction file supporting the daily settlement invoice as a precondition to participating in the ITN.
- C. **Section C-1.2.17.1. Ad-hoc Reporting Capability** The Offeror's response shall indicate their capability to meet or exceed these data inquiry, sorting and extraction requirements.
- D. **Section C-1.2.19.3. Retailer Mobile Apps** Offerors should describe how they plan to meet the requirements for the Retailer Mobile App.
- E. **Section C-1.2.22.1. Reconciliation Process Overview -** Offerors shall provide a copy of their reconciliation procedures as part of its documentation submitted with the response to the ITN.
- F. **Section C-1.3.2.4 Performance (Stress) Test** If the Offeror is anticipating utilizing the option of using the most recent available production data in order to develop a system capacity model for modeling the anticipated transaction volumes, the Offeror shall describe how the modeling shall be performed and how the results of the modeling exercise shall be reported to the Department.

Descriptions of the Offeror's approach and processes are required as well as technical diagrams, inter-relationships between the major systems and service components, examples and work product samples at a minimum. Mere restatement of the requirement is not acceptable. Although there is no prescribed order for responding to the requirements, Offerors are encouraged to make full use of the Cross Reference Table for major requirement topics.

In situations where a requirement involves multiple entities or departments, Offerors shall describe what the solution will provide to each of the entities or departments, how the solution will meet or exceed the needs of each of the entities or departments, and why the solution proposed is the best alternative for use by each of the entities or departments.

Offerors should carefully review each of the requirements and ensure the proposal provides appropriate and thorough response(s) to each of the requirements as required by this ITN.

4.2.9 TAB 9: Innovations

Innovations are services beyond those core services previously required by **TAB 7 and TAB 8** which the Offeror may provide to offer additional benefits to the Department or the recipient. The Offeror may describe any innovative value-added services offered to the Department or the recipient. Although the Department has provided a statement of need and mandatory

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requirements for Offerors to meet in order to be selected for the contract(s) for the EBT/EFT Services, it is not intended to limit Offeror innovations or creativity in preparing a reply to accomplish these goals. Innovative ideas, new concepts and partnership arrangements, other than those presented in this ITN, will be considered.

The Department is asking Offerors to propose innovative technologies or services to be considered to meet the needs of current programs served or to be served in the future.

Offerors shall provide a reply to each of the innovations included in **APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2, EXHIBIT C**. Information should include the feasibility of the innovation as well as advantages and disadvantages. In addition, Offerors are strongly encouraged to recommend the use of other innovative technologies or services when formulating a response to this ITN. Innovations are considered optional services that shall be available to the Department for the life of the contract(s) resulting from this ITN.

4.2.10 TAB 10: Description of Project Management

The Offeror must submit a draft project management plan and draft project schedule with their technical proposal. The plan should follow Project Management Institute (PMI) standards, detailing the Offeror's project management strategy for providing EBT/EFT services as detailed in APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2, EXHIBIT C. The project schedule should include all phases of the project as described in APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2, EXHIBIT C. In addition to the project management plan and schedule the Offeror must address the following:

4.2.10.1 Project Planning Approach

The Offeror must describe its approach to project planning, one that will ensure the successful design, development and operation of the EBT/EFT Services.

The Offeror must also describe how it will develop performance measurement and management tools to:

- Identify project outcomes and metrics
- Measure actual progress
- Validate project success

4.2.10.2 Project Management Approach

The Offeror must describe its project management approach and how it will:

- Manage the Schedule
- Manage Resources
- Manage Communication
- Manage Risks & Issues
- Manage Scope
- Manage Change Control
- Track and Report Project Status

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The Offeror should emphasize how its proposed approach and methodologies will ensure overall project success, as measured by the following:

- All tasks are performed successfully and all service requirements are met.
- The highest quality work is performed by all project staff.
- Utilization and maintenance of the project work plan.
- Preparation and presentation of project status reports.
- The use of proven project management and quality assurance methods and tools (automated and manual) to assist with early problem recognition, identification and isolation, problem tracking and resolution.
- Identification of clearly defined project outcomes.
- Establishment of metrics to verify the successful completion of these outcomes.
- Effective management of resources.
- Measures to ensure good system performance such as response time and system efficiency.
- Open communications with subcontractor and the Department personnel.
- Positive and productive working relationships with all stakeholder groups.
- Achievement of knowledge transfer to and from the Department EBT/EFT Services Project personnel.

4.3 CONTENT OF FINANCIAL REPLY

4.3.1 Financial Reply Title Page

The first page of the reply shall be a Title Page that contains the following information:

- "Department of Children and Families"
- Title of reply; including the words "FINANCIAL REPLY"
- ITN number
- Identification of enclosed documents
- Prospective Offeror's name and federal tax identification number
- Name, title, telephone number and address of person who can respond to inquiries regarding the reply
- **4.3.2** The Offeror's Financial Reply shall be packaged separately from their Programmatic reply. Failure by the Respondent to submit the Financial Reply separately may result in the reply being deemed non-responsive, and therefore, the reply could be rejected.

The Offeror shall not include any references to the Financial Reply or its contents in the Programmatic Reply. This includes, but is not limited to, costs, fees, prices, rates, profit, bonuses, discounts, rebates, or the identification of free services, labor, materials, or licensing fee sharing arrangements.

4.3.3 TAB A: FINANCIAL AND STABILITY INFORMATION

4.3.3.1 Financial Management

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The Offeror must describe its current financial management and accounting systems and capability to perform all financial requirements associated with any contract(s) awarded as a result of this ITN and APPENDIX I: STANDARD INTEGRATED CONTRACT PART 1 and APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2.

4.3.3.2 Proposed Service Efficiencies and Re-investment

The Offeror shall provide information on how they plan to develop efficiencies in the services being provided. From this plan, the Offeror shall show how the cost reduction or added services that are realized from these efficiencies will be re-invested into the required services.

4.3.3.3 Ongoing Approach to Reduce Administrative Costs and Expand Services

The Offeror shall provide an ongoing approach to reduce administrative cost, without affecting the quality of the services.

4.3.3.4 Dun & Bradstreet Comprehensive Report

The Offeror shall provide a copy of their Dun & Bradstreet (D&B) Comprehensive Report that shows both the Commercial Credit Score (CCS) and the Financial Stress Score (FSS). The report shall be dated no more than two months prior to the submission date of the ITN.

It is the duty of the Offeror to ensure the submission of a D&B report that accurately reflects the proposing entity or division within the parent company, if applicable. If the Department cannot easily determine that the report is that of the proposing entity or division, then the Department may award zero points.

If the Offeror does not provide a D&B Comprehensive Report or if the report classifies the Offeror as having a Financial Stress Score of 5, the response may be deemed nonresponsive at the discretion of the Department and not evaluated.

4.3.3.5 Offeror's Financial Statements

The Offeror shall provide the firm's audited financial statements for the Offeror's last three fiscal years. For a public firm, this can be their last three Form 10-K submitted to the Securities and Exchange Commission. For a privately held firm, this must be their last three years of audited financial statements.

4.3.4 TAB B: COST INFORMATION

4.3.4.1 Cost Reply

Each Offeror shall use the Cost Sheet Form provided in **APPENDIX XIII: COST SHEET FORM**.

Cost Data must be entered in the Cost Sheet Form, **APPENDIX XIII: COST SHEET**, provided in this solicitation. Failure to complete any or all blanks on the Cost Sheet form may result in rejection of the reply. A representative who is authorized to contractually bind the Offeror must sign **APPENDIX XIII: COST SHEET**.

The costs provided shall include the cost of all services and materials necessary to accomplish the services outlined in this ITN and its appendices and the Offeror's reply hereto, including, but not limited to costs, fees, prices, rates, profit, bonuses, discounts, rebates, or the identification of free services, materials, licensing fee sharing arrangements, personnel and labor costs, equipment expenses, MyFloridaMarketPlace Transaction Fee, miscellaneous expenses and the application of all personnel additional costs (i.e. overhead, fringe benefits, etc.), travel and incidental expenses.

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Footnotes, notations, and exceptions made in **APPENDIX XIII: COST SHEET** shall not be considered.

4.4 REPLY GUIDELINES

4.4.1 Replies to be Thorough

Offerors must provide thorough and specific replies in the Programmatic Reply for how they propose to address each of the programmatic requirements as specified in **Section 4.2. and APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2, EXHIBIT C** of this solicitation, and must include all the documentation required in **Section 4.3** in a separate Financial Reply.

4.4.2 Reply Clarity Essential

Offerors are advised that the Department's ability to conduct a thorough review of replies is dependent on the Offeror's ability and willingness to submit replies which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential, and is the responsibility of the Offeror.

4.4.3 Replies to be Concise

The reply should be prepared concisely and economically, providing a straightforward description of the solutions' services and clearly describing the Offeror's capability to satisfy the requirements of this solicitation. Emphasis should be on completeness and clarity of content. The terms "shall", "will" and "must" used within the ITN identify items that are required to be submitted as part of the reply unless the context clearly indicates that simple futurity is in view. A failure to comply with the submission of a required item may result in the reply being rejected at the Department's discretion.

4.4.4 Public Records and Trade Secrets

4.4.4.1 Replies Are Public Records upon Opening

These provisions supplement **Section 19 of PUR 1001**. All materials submitted in reply to this ITN become public records subject to the provisions of Chapter 119, F.S., upon opening (See Section 2.5, Reply Opening). The State of Florida shall have the right to use such ideas or adaptations of those ideas contained in any reply without cost or charge regardless of selection or rejection of a reply.

4.4.4.2 Replies Are Subject to Public Inspection

Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. A time-limited exemption from public inspection is provided for the contents of a reply pursuant to Section 119.071(1)(b), F.S. Once that exemption expires, all contents of a reply become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in a Offeror's reply to this solicitation will be waived upon opening of the reply by the Department, unless the claimed trade secret information is submitted in accordance with this Section. This waiver includes any information included in the Offeror's reply outside of the separately bound document described below.

4.4.4.3 How to Claim Trade Secret Protection

If the Offeror considers any portion of the documents, data or records submitted in its reply to be trade secret and exempt from public inspection or disclosure pursuant to Florida's Public Records

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Law, the Offeror must submit all such information in a separately bound document (or in the case of electronic media, a separate thumb drive, with the words "Trade Secret" included in the file name) clearly labeled "Attachment to Reply, ITN Number ITN031618FCO1- Trade Secret Material". Appropriate cross-references should be included in nonexempt materials. The first page of the electronic file or hard copy document must explain why the information in the electronic file or hard copy document is a trade secret. This submission must be made no later than the reply submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the reply, it shall be further segregated and separately bound or enclosed and clearly labeled as set forth above in addition to any other labeling required of the material. If the Offeror considers any portion of a submission made after its reply to be trade secret the Offeror must clearly label the submission as containing trade secret information (or in the case of electronic media, include "Trade Secret" in the relevant file names).

4.4.4.4 Offeror's Duty to Respond to Public Records Requests

In response to any notice by the Department that a public records request received by the Department encompasses any portion of the separately bound part of the Offeror's reply or other submissions labeled as "Trade Secret", the Offeror shall expeditiously provide the Department, or the public pursuant to subsection 119.0701(2), F.S., with a redacted version of the document(s) and identify in writing the specific statutes and facts that authorize exemption of the information from the Public Records Law. If different exemptions are claimed to be applicable to different portions of the redacted information, the Offeror shall provide information correlating the nature of the claims to the particular redacted information. The redacted copy must only exclude or obliterate only those exact portions that are claimed confidential or trade secret. If the Offeror fails to promptly submit a redacted copy and justification in response to the notice of a public records request, the Department is authorized to produce the records sought without any redaction.

4.4.4.5 Department Not Obligated to Defend Respondent's Claims

The Department is not obligated to agree with the Offeror's claim of exemption and, by submitting a reply, the Offeror agrees to be responsible for defending its claim that each and every portion of the redactions is exempt from inspection and copying under Florida's Public Records Law. Further, the Offeror agrees that it shall protect, defend, and indemnify, including attorney's fees and costs, the Department for any and all claims and litigation (including litigation initiated by the Department) arising from or relating to Offeror's claim that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure or the scope of the Offeror's redaction.

SECTION 5. THE SELECTION METHODOLOGY

The Department intends to award the contract(s) to the responsive Offeror(s) that the Secretary, or his or her designee, determines to be the best value, based on the selection criteria set forth in **Section 5.1**.

5.1 Selection Criteria

The following Selection Criteria shall apply for this ITN:

| | Criteria |
|---|--------------------|
| # | SNAP/Cash Criteria |

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| 1. | The Offeror's company structure, subcontractors, and its experience and capability to deliver its proposed solution/services including the Offeror's track record providing services similar to the one specified in this ITN as described in Tab 5 of the Offeror's Response. | |
|-----|---|--|
| 2. | The input provided by the references provided in Tab 5 of the Offeror's Response. | |
| 3. | The Offeror's proposed Organization and Staffing plan, and in particular how the proposed staff meet the qualifications required by the State in the ITN. | |
| 4. | Proposed subcontractors are qualified and have experience in performing their responsibilities. The Offeror provides detail on how subcontractors will be coordinated and managed. | |
| 5. | The Offeror's proposed solution meets the technical requirements for SNAP/Cash EBT specified in APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2, EXHIBIT C . | |
| 6. | The Offeror's proposed data warehouse and reporting solution meet the needs of the State and provide the structured and ad-hoc reporting requirements of the State. | |
| 7. | The Offeror's EBT solution aids the Department and the USDA-FNS in detection and investigation of EBT fraud and abuse by retailers, recipients, or Department staff. | |
| 8. | The Offeror's EBT Solution provides flexibility and scalability to support Disaster Services, often in adverse situations. | |
| 9. | The Offeror provides a comprehensive response for each innovation and how it will address innovations within the new contract. | |
| 10. | The Offeror provides a comprehensive plan for transitioning from the current contract to the new contract, taking into account any new requirements for EBT services. | |
| 11. | The Offeror provides a complete and comprehensive Change Management process. | |
| 12. | The Offeror's financial management approach, financial stability, and related financial information. | |
| 13. | The Offeror's Cost Information Reply. | |
| | WIC Criteria | |
| 1. | The Offeror's company structure, subcontractors, and its experience and capability to deliver its proposed solution/services including the Offeror's track record providing services similar to the one specified in this ITN as described in Tab 5 of the Offeror's Response. | |
| 2. | The input provided by the references provided in Tab 5 of the Offeror's Response. | |

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| 3. | The Offeror's proposed Organization and Staffing plan, and in particular how the proposed staff meet the qualifications required by the State in the ITN. |
|-----|--|
| 4. | Proposed subcontractors are qualified and have experience in performing their responsibilities. The Offeror provides detail on how subcontractors will be coordinated and managed. |
| 5. | The Offeror's proposed solution meets the WIC technical requirements specified in APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2, EXHIBIT C. |
| 6. | The Offeror's proposed solution meets the WIC Customer Service requirements specified in APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2, EXHIBIT C. |
| 7. | The Offeror's proposed solution meets the requirements for Retailer Management and WIC stand-beside POS devices. |
| 8. | The Offeror's proposed solution support the WIC Recoupment Process specified in APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2, EXHIBIT C. |
| 9. | The Offeror demonstrates understanding and agreement with the settlement and reconciliation process in place for WIC. |
| 10. | The Offeror provides a comprehensive response for each innovation and how it will address innovations within the new contract. |
| 11. | The Offeror provides a comprehensive plan for transitioning from the current contract to the new contract, taking into account any new requirements for EBT services. |
| 12. | The Offeror provides a complete and comprehensive Change Management process. |
| 13. | The Offeror's financial management approach, financial stability, and related financial information. |
| 14. | The Offeror's Cost Information Reply. |

The Department may consider any information or evidence which comes to its attention and which reflects upon an Offeror's capability to fully perform the contract(s) requirements and/or the Offeror's demonstration of the level of integrity and reliability which the Department determines to be required to assure performance of the contract(s).

5.2 Application of Mandatory Requirements

An Offeror must meet all Mandatory Requirements (defined herein) in order to be considered for evaluation under this ITN. The Mandatory Requirements for this ITN are set forth in **APPENDIX V: MANDATORY REQUIREMENTS CHECKLIST**.

5.2.1 The Procurement Manager will examine each reply to determine whether the reply meets the Mandatory Requirements specified in **APPENDIX V: MANDATORY REQUIREMENTS CHECKLIST**.

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A reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.

5.2.2 An initial determination that a reply meets the Mandatory Requirements does not preclude a subsequent determination of non-responsiveness.

5.3 Evaluation Phase Methodology for Ranking and Shortlisting

The Department and DOH will separately perform the initial evaluation and scoring of Programmatic, Financial and Stability Information, and Cost Information replies for SNAP/Cash and WIC respectively. This initial evaluation and scoring of replies will determine which replying Offerors fall within the competitive range and are eligible for inclusion in the Negotiation Phase. All responsive replies will be evaluated using the following process:

5.3.1 Scoring by Evaluators

The Department's Evaluators, from DCF for SNAP/Cash and DOH for WIC, will independently evaluate each respective Programmatic Reply and Financial Reply which consists of the Financial Stability Information, and Cost Information, in accordance with the following criteria:

5.3.1.1 SNAP/Cash Evaluation Criteria

| SNAP | /Cash Evaluation Criteria | Relative Value | Maximum Score |
|------|--|-------------------|------------------|
| 1. | The Offeror's company structure, subcontractors, and experience and capability to deliver its proposed solution/services including the Offeror's track record providing services similar to the one specified in this ITN as described in Tab 5 of the Offeror's Response. • Company Qualifications and Experience | 14% | 140 |
| 2. | The input provided by the references provided in Tab 5 of the Offeror's Response. • Company References | 3% | 30 |
| 3. | The Offeror's proposed Organization and Staffing plan, and in particular how the proposed staff meet the qualifications required by the State in the ITN. • Plan for providing required staff • Quality and qualification of Staff | 3% | 30 |
| 4. | Proposed subcontractors are qualified and have experience in performing their responsibilities. The Offeror provides detail on how subcontractors will be coordinated and managed. • Qualification of subcontractors • Management of subcontractors | 3% | 30 |

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| SNAP/Cash Evaluation Criteria | Relative Value | Maximum Score |
|--|-------------------|------------------|
| 5. The Offeror's proposed solution meets the technical requirements for SNAP/Cash EBT specified in APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2, EXHIBIT C. State and Federal Interfaces, including fraud analytics interface EBT Account Structure, account set-up and maintenance, and benefit authorization, including investigative accounts Administrative Function support, including the EBT Administrative System Support for Card & PINs, including issuance and reissuance Customer Service for cardholders, retailers, and the State Transaction Processing Retailer Management Transaction Settlement and Reconciliation Training | | 240 |
| 6. The Offeror's proposed data warehouse and reporting solution meet needs of the State and provide the structured and ad-hoc reporting requirements of the State. Data warehouse solution Tools for accessing data in the data warehouse Standard Reporting Ad-hoc reporting capabilities | the 5% | 50 |
| 7. The Offeror's EBT solution aids the Department and the USDA-FNS is detection and investigation of EBT fraud and abuse by retailers, recipients, or Department staff. Provision of dedicated staff Sophisticated Fraud Detection and Reporting System, including assignment and tracking functionality Investigative support | 5% | 50 |
| 8. The Offeror EBT Solution provides flexibility and scalability to support Disaster Services, often in adverse situations. Supports level 1, 2 and 3 disasters Supports various alternatives for card and PIN issuance | 5% | 50 |
| 9. The Offeror provides a comprehensive response for each innovation and how it will address innovations within the new contract. | 3% | 30 |

| SNAP/Cash Evaluation Criteria | Relative Value | Maximum Score |
|--|-------------------|------------------|
| 10. The Offeror provides a comprehensive plan for transitioning from the current contract to the new contract, taking into account any new requirements for EBT services. Continuity of Services Testing requirements Project Management | 5% | 50 |
| 11. The Offeror's Change Management process | 2% | 20 |
| 12. The Offeror's financial management approach, financial stability, and related financial information. This criteria and information provided by the Offeror (in the Financial Reply) will not be used by or distributed to the Programmatic Evaluators. The Financial and Stability Information will be evaluated by a separate Financial Management Evaluator. Vendor has adequate financial resources and capability to perform all financial requirements associated with the contract. Vendor has an approach to reduce administrative costs. Dun & Bradstreet (D&B) Comprehensive Report shows Commercial Credit Score (CCS) and the Financial Stress Score (FSS that indicate low risk of financial issues. | 10% | 100 |
| 13. The Offeror's Cost Information This criteria and information provided by the Offeror (in the Financial Reply) will not be used by or distributed to the Programmatic Evaluators. The Cost Information will be evaluated by a separate Cost Information Evaluator. How well does the vendor follow State and federal budgeting and cost requirements? Overall, is the vendor's proposed cost justified for the SNAP/Cash program being served. | 18% | 180 |
| TOTAL | 100% | 1000 |

5.3.1.2 WIC Evaluation Criteria

| WIC Evaluation Criteria | Relative Value | Maximum Score |
|--|-------------------|------------------|
| The Offeror's company structure, subcontractors, and experience and capability to deliver its proposed solution/services including the | 1% | 10 |

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| WI(' Evaluation ('riteria | | Relative Value | Maximum Score | |
|---------------------------|--|-------------------|------------------|--|
| | Offeror's track record providing services similar to the one specified in this ITN as described in Tab 5 of the Offeror's Response. • Company Qualifications and Experience | | | |
| 2. | The input provided by the references provided in Tab 5 of the Offeror's Response. • Company References | 1% | 10 | |
| 3. | The Offeror's proposed Organization and Staffing plan, and in particular how the proposed staff meet the qualifications required by the State in the ITN. • Plan for providing required staff • Quality and qualification of Staff | 15% | 150 | |
| 4. | Proposed subcontractors are qualified and have experience in performing their responsibilities. The Offeror provides detail on how subcontractors will be coordinated and managed. • Qualification of subcontractors • Management of subcontractors | 1% | 10 | |
| 5. | The Offeror's proposed solution meets the WIC technical requirements specified in APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2, EXHIBIT C. • WIC EBT Administrative System • WIC EBT Cards and PINs • System Support and Disaster Recovery • Training • WIC EBT Account Set-up and Prescription Authorization • Transaction Processing • Transaction History • UPC Maintenance • Universal Interface Support • Local Agency Equipment • Data warehouse and reporting capabilities | 15% | 150 | |
| 6. | The Offeror's proposed solution meets the WIC Customer Service requirements specified in APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2, EXHIBIT C. • Cardholder Mobile App • Website and IVR • Retailer Customer Service | 3% | 30 | |

| WIC Evaluation Criteria | | Maximum Score | |
|---|-----|------------------|--|
| State Office Assistance | | | |
| 7. The Offeror's proposed solution meets the requirements for Retailer Management and WIC stand-beside POS devices. WIC Retailer Certifications Stand-beside POS devices Merchant General and Farmer's Market Apps | 6% | 60 | |
| 8. The Offeror's proposed solution support the WIC Recoupment Process specified in APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2, EXHIBIT C. Supports automated recoupment services Recoupment Activity File and Reporting | 14% | 140 | |
| 9. The Offeror demonstrates understanding and agreement with the settlement and reconciliation process in place for WIC. Daily Settlement Invoice Timeliness of submission | 12% | 120 | |
| 10. The Offeror provides a comprehensive response for each innovation and how it will address innovations within the new contract. | 2% | 20 | |
| 11. The Offeror provides a comprehensive plan for transitioning from the current contract to the new contract, taking into account any new requirements for EBT services. Continuity of Services Testing requirements Project Management | 2% | 20 | |
| 12. The Offeror's Change Management process Change Management process is complete Change Management process is comprehensive | 2% | 20 | |
| 13. The Offeror's financial management approach, financial stability, and related financial information. This criteria and information provided by the Offeror (in the Financial Reply) will not be used by or distributed to the Programmatic Evaluators. The Financial Stability Information will be evaluated by a separate Financial Management Evaluator. Vendor has adequate financial resources and capability to perform all financial requirements associated with the contract. Vendor has an approach to reduce administrative costs. | 10% | 100 | |

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| WIC Evaluation Criteria | Relative Value | Maximum Score |
|--|-------------------|------------------|
| Dun & Bradstreet (D&B) Comprehensive Report shows Commercial Credit Score (CCS) and the Financial Stress Score (FSS that indicate low risk of financial issues. | | |
| 14. The Offeror's Cost Information This criteria and information provided by the Offeror (in the Financial Reply) will not be used by or distributed to the Programmatic Evaluators. The Cost Information will be evaluated by a separate Cost Information Evaluator. How well does the vendor follow State and federal budgeting and cost requirements? Overall, is the vendor's proposed cost justified for the WIC program being served. | 16% | 160 |
| TOTAL | 100% | 1000 |

5.3.2 Total Score, Recommended Ranking and Competitive Range of Replies

Evaluation of this ITN will be performed by two separate evaluation teams; one (1) team for SNAP/cash and one (1) team for WIC respectively, each using its own evaluation manual (APPENDICES XV AND XVI) as illustrated in the table below. APPENDICES XV AND XVI will control in any conflict with the remainder of the ITN.

| SNAP/Cash Evaluation Team | WIC Evaluation Team |
|--|--|
| Programmatic Evaluators (will evaluate SNAP/Cash Programmatic Criteria ONLY) | Programmatic Evaluators (will evaluate WIC Programmatic Criteria ONLY) |
| Financial Management Evaluator (will evaluate SNAP/Cash Financial & Stability Information Criteria ONLY) | Financial Management Evaluator (will evaluate WIC Financial & Stability Information Criteria ONLY) |
| Cost Information Evaluator (will evaluate SNAP/Cash Cost Information Criteria ONLY | Cost Information Evaluator (will evaluate WIC Cost Information Criteria ONLY) |

The Procurement Manager will average the Programmatic Evaluators' point scores for each criteria in sections **5.3.1.1** and **5.3.1.2** and then sum those average scores along with the financial stability and Cost Reply scores to get the total points for each Offeror. A maximum of 2,000 points can be awarded, 1,000 each for SNAP/cash and WIC. The Procurement Manager will use total points to rank Offerors from 1 to n, highest to lowest.

For example:

| Firm | Raw Points Received | Rank |
|-----------|---------------------|------|
| Company A | 1800 | 2 |

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| Company B | 1900 | 1 |
|-----------|------|----|
| Company C | 1600 | 3* |
| Company D | 1500 | 5 |
| Company E | 1600 | 3* |

^{*}In the event that multiple firms have the same raw point score, the rank positions needed to cover those firms are the same. Each firm receives a rank of 3.

This ranking will serve as the recommended ranking of the Department's Evaluators.

5.3.3 Report of the Procurement Manager

After developing the recommended ranking in accordance with **Section 5.3.1**, the Procurement Manager will provide to the Secretary, or his or her designee, a report on replies deemed nonresponsive and, as to those deemed responsive, a report on the evaluation process and the recommended ranking of the Evaluators.

5.3.4 Determination of Ranking

The scoring from the Evaluation Phase shall serve as a recommendation only. No scoring by the Secretary, or his or her designee, will be performed. The Secretary, or his or her designee, will make a determination to include one or more Offerors on the Shortlist based on the competitive range of total scores.

5.3.5 Selection and Posting of Qualified Offerors for Negotiations (Shortlist)

Upon approval of the list of Offerors selected for negotiations by the Secretary or his/her designee, the Department will post the Shortlist on the VBS at: http://vbs.dms.state.fl.us/vbs/main_menu. Responsive Offerors who are not listed in the posting will not be formally eliminated from the ITN process until the posting of the notice of intent to award. Unless otherwise provided in the posting of the Move Forward List, no presumption of preference or merit in the negotiation process or for contract(s) award shall arise from the Evaluators' scores, the ranking or the order of Offerors listed in such posting. No responsive Offeror will be formally eliminated from consideration for award of a contract(s) under this ITN until the posting of a Notice of Intended Award is issued.

Upon posting of the Shortlist, those Offerors selected for negotiations will receive information and guidance on the preparation for and conduct of their demonstration.

For WIC, the Offeror(s) selected for the "shortlist" following evaluation of the responses are required to provide live functional demonstrations of major components of their eWIC system and services that are intended to be the solution(s) to the Department's requirements for WIC EBT functionality. In addition, the Offeror(s) should demonstrate how settlement, recoupment and farmer's market EBT processing is or will be implemented in the eWIC system.

5.4 Negotiation Process for Final Selection

The Department intends to initially negotiate concurrently with the Offerors on the Shortlist approved by the Secretary, or his or her designee. However, the Department reserves the right, after posting notice thereof, to expand the Move Forward List to include additional responsive Offerors for negotiation or change the method of negotiation [e.g., concurrent versus by order of ranking], if it determines that to do either would be in the best interest of the State.

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5.4.1 Supplemental Replies

The Department reserves the right to require Offerors on the Shortlist to submit a supplemental reply or other submission prior to conducting negotiations. Notice of such requirement will be posted on the DMS VBS website:

(http://vbs.dms.state.fl.us/vbs/main_menu).

5.4.2 Goal of Negotiations

The negotiation process is intended to enable the Department to determine which Offeror(s) presents the best value, whether and with whom it will contract, and to establish the principal terms and conditions of such contract(s). There may be additional negotiations to finalize all terms and conditions of the contract(s) after a notice of selection is posted.

5.4.3 Department Retains Discretion

After the initial negotiation session with the selected Offeror(s), in its sole discretion, the Department shall determine whether to hold additional negotiation sessions and with which Offeror(s) it will negotiate.

5.4.4 Other Department Rights During Negotiations

At <u>any</u> time during the negotiation process, the Department's reserved rights include but are not limited to:

- Schedule additional negotiating sessions with any or all responsive Offeror (s);
- Require any or all responsive Offeror(s) to provide additional or revised replies and detailed written proposals addressing specified topics;
- Require any or all responsive Offeror(s) to provide a written best and final offer;
- Require any or all responsive Offeror(s) to address services, prices, or conditions offered by any other Offeror;
- Pursue a contract(s) with one or more responsive Offeror(s) for the services encompassed by this solicitation, any addenda thereto, and any request for additional or revised detailed written proposals or request for best and final offers;
- Pursue the division of contracts between responsive Offeror(s) by type of service or geographic area, or both;
- Arrive at an agreement with any responsive Offeror, finalize principal contract terms with such
 Offeror and terminate negotiations with any or all other Offerors, regardless of the status of or
 scheduled negotiations with such other Offeror(s);
- Decline to conduct further negotiations with any Offeror;
- Reopen negotiations with any Offeror;
- Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this ITN;
- Review and rely on relevant information contained in the replies received pursuant to Section
 4; and
- Review and rely on relevant portions of the evaluations conducted pursuant to **Section 5.3**.

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The Department has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the responsive Offeror or Offerors affected and whether to provide concurrent public notice of such decision.

5.4.5 Negotiation Meetings Not Open to Public

- Negotiations between the Department and Offerors are not open to the public pursuant to subsection 286.0113(2), F.S.
- Negotiation strategy meetings of the Department's Negotiation Team are exempted by subsection 286.0113(2)(a), F.S.
- The Department shall audio record all meetings of the Department's negotiation team.

5.5 Final Selection and Notice of Intent to Award Contract(s)

5.5.1 Department's Negotiation Team Recommendation

The Department's Negotiation Team will develop a recommendation as to the award that will provide the best value to the state based on the selection criteria set forth in **Section 5.1**. In so doing, the Negotiation Team is not required to score the Offerors, and will base the Negotiation Team's recommendation on the selection criteria and will arrive at its recommendation by majority vote. The Negotiation Team's recommendation will be forwarded to the Secretary, or his or her designee, for review.

5.5.2 Selection of Offeror(s)

Absent a prior decision to reject all proposals or withdraw this procurement, the Secretary, or his or her designee, will then decide which solutions and Offeror(s) represent the best value, based on the selection criteria in **Section 5.1**, and to whom the contract(s) should be awarded under this ITN. In so doing, the Secretary, or his or her designee, is not required to score the Offerors, and will base his or her decision on a determination of best value. If the Secretary or his or her designee determines that two or more replies most advantageous to the state are equal with respect to all relevant considerations, including price, quality, and service, and chooses not to make multiple awards, reject all replies, or withdraw this procurement, the award will be made in accordance with section 295.187, Florida Statutes, and Rule 60A-1.011, Florida Administrative Code.

5.5.3 Reserved Rights

The Department reserves the right to:

- Select one or more Offerors for the services encompassed by this solicitation, any addenda
 thereto and any request for additional or revised detailed written proposals or request for best
 and final offers;
- Divide the work among Offerors by type of service or geographic area, or both;
- Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both; and
- Award a contract(s) which includes one or more subcontractors proposed by any other Offerors(s).

5.5.4 Posting Notice of Award

The Department will post the Notice of Intent to Award Contract(s), stating intent to enter into one (1) or more contracts with the Offeror or Offerors identified therein, on VBS

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http://vbs.dms.state.fl.us/vbs/main_menu. Any negotiations to finalize terms and conditions of the contract(s) after such notice will involve a Department designee and not the Department's negotiation team, although members of the team may assist the designee in such negotiations.

5.5.5 Reserved Rights After Notice of Intent to Award

The Department reserves the right:

- To schedule additional negotiation sessions with Offeror(s) identified in the Notice of Intent to Award in order to establish final terms and conditions for contracts with the Offeror(s).
- To post a notice of withdrawal or amendment of its Notice of Intent to Award and reopen negotiations with any Offeror at any time prior to execution of the contract(s).
- To post a notice of withdrawal of award in the event that the selected Offeror fails to execute the contract or defaults in performance. In such event, the Department reserves the right to reprocure services in accordance with Rule 60A-1.006(3) Florida Administrative Code.

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APPENDIX I: STANDARD INTEGRATED CONTRACT PART I

(See VBS for posted document)

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APPENDIX II: STANDARD INTEGRATED CONTRACT PART 2

(See VBS for posted document)

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APPENDIX III: QUESTION SUBMITTAL FORM

Each Offeror shall complete the form provided based on its questions relating to this ITN. The completed form shall be submitted in accordance with the instructions provided in **Section 2.7** of the ITN. The electronic response must be submitted as a Microsoft Word 2007 version file format. This form may be expanded as needed to facilitate response to this requirement.

Offeror Name: [Enter Legal Name of Offeror]

| Question Number | ITN Section Number | ITN Page Number | Question/Comment |
|--------------------|-----------------------|--------------------|------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
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| 14 | | | |
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| 11 | | | | | |
|------------|-----------------------|------------------|----------|--|--|
| 12 | | | | | |
| 13 | | | | | |
| 14 | | | | | |
| 15 | | | | | |
| [Add row | s as necessary.] | | | | |
| *Signature | e of Authorized Repr | resentative | | | |
| [Enter Na | me and Title of Auth | orized Represer | ntative] | | |
| *Name an | d Title of Authorized | d Representative | e | | |

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*This individual must have the authority to bind the Offeror.

APPENDIX IV: NOTICE OF INTENT TO SUBMIT A REPLY

| Department of Children and | Families of its | intent to | respond | to the | o inform the solicitation | |
|-----------------------------------|-----------------|-----------|---------|--------|------------------------------|--|
| PLEASE PRINT OR TYPE REQUE | ESTED INFORMAT | ΓΙΟΝ | | | | |
| Name of Authorized Official: | | | | | | |
| Title of Authorized Official: | | | | | | |
| Signature of Authorized Official: | | | | | | |
| Date: | | | | | | |
| Address: | | | | | | |
| City, State, Zip: | | | | | | |
| Telephone No: | | | | | | |
| Facsimile No: | | | | | | |
| E-mail Address: | | | | | | |

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APPENDIX V: MANDATORY REQUIREMENTS CHECKLIST

| | MANDATORY CRITERIA CHECKLIST | • | | | |
|---------|---|--|--|--|--|
| | for: | | | | |
| | (enter name & reference # of solicitation) | | | | |
| Print (| Offeror's Name (Agency): | | | | |
| Print 1 | Name of Department Reviewer (Procurement Manager): | | | | |
| Signa | ture of Department Reviewer: | Date: | | | |
| Print 1 | Name of Department Witness: | | | | |
| Signa | ture of Department Witness: | Date: | | | |
| 1. Wa | as the reply received by the date and time specified in the ITN and at the | specified address? | | | |
| | \square (YES) = Pass \square (NO) = Fail | | | | |
| | Comments: | | | | |
| 2. Do | es the reply include the following? | | | | |
| a. | Signed Certificate of Signature Authority, naming the Offeror and its Authorized Representative (see note at bottom of Section A of Appendix VII for acceptable alternatives) | \square (YES) = Pass \square (O) = Fail | | | |
| b. | Master Certification, including the names of Offeror and its Authorized Representative and signature of the Authorized Representative. | (YES) = Pass (NO) = Fail | | | |
| c. | Signed Parent Guarantee, naming the Offeror's Parent and agreeing to the terms of the Guarantee. | \square (YES) = Pass \square (NO) = Fail | | | |
| 3. Is t | 3. Is the "True" box in the Master Certification checked for each of the following? | | | | |
| a. | Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document | \square (YES) = Pass \square (NO) = Fail | | | |
| b. | Certification of Representations Per Section 9 of PUR 1001 | \square (YES) = Pass \square (NO) = Fail | | | |
| C. | Certification of Authority to Do Business in Florida | \square (YES) = Pass \square (NO) = Fail | | | |
| d. | Statement of No Involvement | \square (YES) = Pass \square (NO) = Fail | | | |
| e. | Conflict of Interest Statement (Non-Collusion) | \square (YES) = Pass \square (NO) = Fail | | | |

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| f. | Certification Regarding Subcontractors and Other Providers | \square (YES) = Pass | s [NC |)) = Fail | |
|----|---|------------------------|------------|-----------|--|
| g. | Certification Regarding Lobbying | (YES) = Pass | s [NC |)) = Fail | |
| h. | Certification Regarding Scrutinized Companies List | (YES) = Pass | s [NC |)) = Fail | |
| i. | Certificate of Dun & Bradstreet Financial Stress Score | (YES) = Pass | s [NC |)) = Fail | |
| j. | Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts | (YES) = Pass | s [NC |)) = Fail | |
| k. | Certification Regarding Prior Contractual Obligations | (YES) = Pass | s (NC |)) = Fail | |
| 1. | Certification of Representations Per Sections 287.133 and 287.134, F.S. | (YES) = Pass | s (NC |)) = Fail | |
| m. | Certification of a Drug Free Workplace | (YES) = Pass | s [NC |)) = Fail | |
| | The reply includes the following "tie breaker "certification documents: Appendix V nCertification of a Certified Minority Business Enterprise Yes No | | | | |
| | Appendix V o Certification of a Service Disabled Veteran's Business Enterprise Yes No | | | | |
| | endix V p - Certification of a Florida Business | | Yes | □No | |
| | endix V q - Certification of a Foreign Manufacturer with a Factory in Flo | orida | Yes | □No | |
| | | | | | |
| | | | | | |
| | Comments: | | | | |
| | s the Department verified that the Offeror is not on the Convicted Offor List? | eror List or the I | Discrimina | atory | |
| | \square (YES) = Pass \square (NO) = Fail | | | | |
| | Comments: | | | | |

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APPENDIX VI: WIC EBT DEMONSTRATION PLAN

(See VBS for posted document)



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APPENDIX VII: WIC EBT ITN TEST SCRIPTS

(See VBS for posted document)



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APPENDIX VIII: OFFEROR'S CERTIFICATIONS

| MANDATORY CERTIFICATIONS | | |
|--|-------------|--|
| | | MASTER CERTIFICATION |
| all terms a | nd cond | ned in the Certificate of Signature Authority as the Authorized Representative of the Offeror, (legal name of Offeror), I confirm that I have fully informed myself of itions of ITN # (the ITN), the facts regarding the Reply submitted by the Offeror in N and the truth of each statement contained in Certifications (a) through (m) and certify, by |
| _ | | cable "true" or "false" box below and affixing my signature hereto, that each statement in each |
| checked ce | ertificatio | n is "true" or "false" as indicated. |
| Check the | applicab | ple box next to the title to each certification: |
| True | False | |
| | | a. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document |
| | | b. Certification of Representations Per Section 9 of PUR 1001 |
| | | c. Certification of Authority to Do Business in Florida |
| | | d. Statement of No Involvement |
| | | e. Conflict of Interest Statement (Non-Collusion) |
| | | f. Certification Regarding Subcontractors and Other Providers |
| | | g. Certification Regarding Lobbying |
| | | h. Certification Regarding Scrutinized Companies List |
| | | i. Certificate of Dun & Bradstreet Financial Stress Score |
| | | j. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts |
| | | k. Certification Regarding Prior Contractual Obligations |
| | | 1. Certification of Representations Per sections 287.133, and 287.134, F.S. |
| | | m. Certification of a Drug Free Workplace |
| The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true" above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false." | | |
| Signature of Authorized Representative: Date: | | |

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a. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document

By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Offeror's Reply is submitted in good faith in response to the Department of Children and Families Invitation to Negotiate (the ITN) and is binding on the Offeror in accordance with the terms of the ITN, that I have read, understood and agree with the terms and conditions of the ITN and, if awarded any contract as a result of the ITN, the Offeror will comply with the requirements, terms, and conditions stated in the ITN and the contract document. The Offeror further agrees that any intent by the Offeror to deviate from the terms and conditions set forth therein may result, at the Department's exclusive determination, in rejection of the reply.

b. Certification of Representations Per Section 9 of Form PUR 1001

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Offeror's understanding, acknowledgement, and representation, of all matters set forth in Section 9 of PUR 1001, only limited in the manner provided in that same section.

c. Certification of Authority to Do Business in Florida

By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Offeror is an existing legal entity and satisfies all licensing and registration requirements of state law authorizing it to do business within the State of Florida.

d. Statement of No Involvement

By checking the "True" box in the Master Certification and signing the same, I hereby certify that no member of this firm or any person having interest in this firm has:

Been awarded a contract that was procured using procedures other than those described in subsections 287.057 (1-3), Florida Statutes, to perform a feasibility study of the potential implementation of a subsequent contract to support this project; Participated in drafting of a solicitation for this specific project; or

Developed a program for future implementation of this project.

e. Conflict of Interest Statement (Non-Collusion)

By checking the "True" box in the Master Certification and signing the same, I hereby certify that all persons, companies, or parties interested in the Invitation to Negotiate as principals are named therein, that the Offeror's Reply is made without collusion with any other person, persons, company, or parties submitting a reply; that it is in all respect made in good faith; and as the signer of the reply, I have full authority to legally bind the Offeror to the provisions of this reply.

f. Certification Regarding Subcontractors and Other Providers

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Offeror's Agreement to the following: 1) during the negotiation phase the Department may request, and any Offeror submitting a reply to this ITN may propose, that such Offeror use any of the subcontractors or providers used or identified by any other Offeror submitting a reply to this ITN; and 2) that the Offeror waives any contract provision to the contrary.

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g. Certification Regarding Lobbying

By checking the "True" box in the Master Certification and signing the same, I hereby certify, to the best of my knowledge and belief,:

- (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 an 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

h. Certification Regarding Scrutinized Companies List

By checking the "True" box in the Master Certification and signing the same, I hereby certify, the Offeror is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. I understand section 287.135, Florida Statutes, prohibits Florida state agencies from contracting with companies on either list, for goods or services over \$1,000,000, and pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

i. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts

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By checking the "True" box in the Master Certification and signing the same, I hereby certify, in accordance with the debarment and suspension instructions listed below, the Offeror certifies neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency. Where the prospective Offeror is unable to certify to any of the statements in this certification, such prospective Offeror shall attach an explanation to this certification.

INSTRUCTIONS REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR CONTRACTS/SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369). (See 2 C.F.R. Part 180)

- (1) Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of Offeror's if they are debarred or suspended by the federal government.
- (2) This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
- (3) The Offeror shall provide immediate written notice to the contract manager at any time the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "debarred," "suspended," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.
- (5) The Offeror agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
- (6) The Offeror further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
- (7) The Department of Children and Families may rely upon a certification of a Offeror that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
- (8) In accordance with USDA-FNS requirements, the Department of Children and Families will ensure that all contractors and/or sub-grantees are neither excluded nor disqualified under the suspension and debarment rules found at 7 CFR Part 3017.300," after checking the Excluded Parties List System (EPLS) at www.epls.gov to verify that the selected Offeror(s) is not on this list. The selected Offeror shall review this same list and agree that any of its subcontracts are also not on this list.

This signed certification must be kept in the contract file. Subcontractor's certification must be kept at the Offeror's business location.

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| i | Certification | Regarding I | Prior Contractual | Obligations |
|---|---------------|-------------|-------------------|-------------|
| | . Columbia | incamania i | TIOI COMMUNICIAL | Obligations |

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Offeror has not:

- (1) Failed to correct to the satisfaction of the Department any unsatisfactory performance in a previous contract after Department notice of unsatisfactory performance;
- (2) Had a contract terminated by the Department for cause; and
- (3) Failed to sign a certification regarding debarment, suspension, ineligibility and voluntary exclusion contract/subcontracts (APPENDIX VIII: OFFEROR'S CERTIFICATIONS) prior to contract execution.

k. Certification of Representations Per Sections 287.133 and 287.134, Florida Statutes

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Offeror is not listed on the Convicted Offeror s List created and maintained pursuant to section 287.133, Florida Statutes, or on the Discriminatory Offerors List created and maintained pursuant to section 287.134, Florida Statutes.

1. Certification of a Drug Free Workplace

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Offeror currently maintains a drug-free workplace environment in accordance with section 287.087, Florida Statutes, and will continue to promote this policy through implementation of that section.

TIE BREAKING CERTIFICATIONS

Statutory Preferences When Awarding Contracts

Various provisions of Chapters 287 and 295, F.S., provide qualifying Offerors the advantage of "tie breakers" whenever two or more bids, proposals, or replies received by an agency are equal with respect to price, quality, and service. In order to take advantage of the below "tie breakers," a Offeror who meets the statutory qualifications for one or more of these "tie breakers" must certify that it qualifies for the cited preference. Completion of the certification is optional for qualifying Offerors, however, a Offeror waives all rights to consideration of a "tie breaker" if it fails to submit the certification on or before the deadline to submit its bid, proposal or reply.

MASTER CERTIFICATION - TIE-BREAKING CERTIFICATIONS

| As the Authorized Representative of the Offeror, | (legal name of |
|--|------------------|
| Offeror), I confirm that I have fully informed myself of all terms and conditions of ITN # | (the ITN), |
| the facts regarding the Reply submitted by the Offeror in response to the ITN and the truth of | f each statement |
| contained in Certifications (n) through (p) and certify, by checking one or more of the boxes bell | low and affixing |
| my signature hereto, that each statement in each checked certification is true. | |
| Check the box next to the title to each certification that is true: | |

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m. Certification of a Certified Minority Business Enterprise

| n. Certification of a Service Disabled Veteran's Business Enterprise |
|--|
| o. Certification of a Florida Business |
| p. Certification of a Foreign Manufacturer with a Factory in Florida |

The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true," above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."

| Signature of Authorized Representative: | Date: | |
|---|-------|--|
| | | |

m. Certification of a Certified Minority Business Enterprise

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Certified Minority Business Enterprise in accordance with section 287.0943, Florida Statutes.

n. Certification of a Florida Certified Veteran's Business Enterprise

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Service Disabled Veterans Business Enterprise in accordance with section 295.187, Florida Statutes.

o. Certification of a Florida Business

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization's principal place of business is located within Florida in accordance with section 287.084, Florida Statutes.

p. Certification of a Foreign Manufacturer with a Factory in Florida

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my manufacturing organization has a factory in Florida that employs over 200 employees working in Florida in accordance with section 287.092, Florida Statutes.

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APPENDIX IX: CERTIFICATE OF SIGNATURE AUTHORITY

| Check below and complete Section A or Section B |
|---|
| Offeror is not a sole proprietorship (Complete Section A) |
| Offeror is a sole proprietorship (Complete Section B) |
| |
| Section A |
| I, (name), hold the office or position of (title) with (legal name of Offeror) and have authority to make official representations by said Offeror regarding its official records and hereby state that my examination of the Offeror's records show that (name) currently holds the office or position of (title) with the Offeror and currently has authority to make binding representations to the Department and sign all documents submitted on behalf of the above-named Offeror in response to ITN #, and, in so doing, to bind the named Offeror to the statements made therein. |
| Dated: |
| Signature: |
| Printed Name: |
| Title: NOTE: In lieu of the above, the Offeror may submit a corporate resolution or other duly executed certification issued in the Offeror's normal course of business to prove signature authority of the named Authorized Representative. |
| |
| I, |
| Dated: |
| Signature: |
| Printed Name: |

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APPENDIX X: FORM OF PARENT GUARANTEE

(To be printed on parent company letterhead)

| (Date) | |
|---------------------------|---|
| The State o | f Florida |
| Departmer | nt of Children and Families |
| Attn: <u>NAN</u> | ME and TITLE |
| ADDRESS | |
| Dear | : |
| contract wi "Contract" | ration of the Florida Department of Children and Families (the "Department") entering into a sith, a subsidiary of(the "Subsidiary"), dated (the),, a corporation incorporated under the laws of, hereby agrees in e with the following: |
| of t cov wit | guarantees to the Department the performance as and when due of the obligations the Subsidiary under the Contract, including, without limitation, compliance with any renants and undertakings of payment of the amounts owing by the Subsidiary in accordance the provisions of the Contract (collectively the "Obligations") subject to the terms set forth ow (the "Guarantee"). |
| Sul oth | tice of acceptance of this Guarantee, of default, non-payment or non-performance by the osidiary is expressly waived, and action under this Guarantee shall be subject to no condition er than the giving of a written request by the Department, stating the fact of default, non-yment or non-performance, mailed to at the following address: |
| | <u>DDRESS</u> n: |
| 3. The | e Obligations of under the Guarantee shall in no way be impaired by: |
| • | any extension, amendment, modification or renewal of the Contract or of the Obligations; |

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any waiver of any event of default, extension of time or failure to enforce any of the Obligations;
any extension, moratorium or other relief granted to the Subsidiary pursuant to any

applicable law or statute.

(PMT-06-1516)

This Guarantee and the obligations of ______ hereunder shall be irrevocably valid until: 4. return by the Department of the original of this Guarantee or the close of business in _____ on the date the Contract terminates, inclusive of any extensions, amendments, modifications or renewals of the Contract. ("Final Termination Date") No claim by the Department may be asserted under this Guarantee after the Final Termination Date. The Guarantee shall be governed by and construed in accordance with the laws of the State of Florida. _____ shall be obligated to take action hereunder only at the principal office of the Subsidiary in_____. shall have no obligation to make payment or take action hereunder during any period when performance by the Subsidiary, in accordance with the provisions of the Contract, would constitute a violation of any applicable laws (other than bankruptcy, liquidation, reorganization or similar laws affecting the enforcement of the rights of creditors generally). IN WITNESS WHEREOF, _____ has caused these present to be executed by its duly authorized officer the _____ day of _____, ____. Very truly yours, By: _____ (Signature) Printed Name: Title: _____ DCF ITN: ITN031618FCO1 66 of 81

APPENDIX XI: PAST PERFORMANCE REFERENCES

| Iteror Name: | verifiable clients for Section 4.2.6.7, 4.2.6.8, 4.2.6.9 and |
|--|---|
| • | relevant to EBT/EFT services and financial services in |
| | lease provide at least two contact names for each clien |
| eference. | |
| Reference # 1 | |
| Client Name: | |
| Client Address: | |
| Client Contact Name: | |
| Client Contact Phone Number: | |
| Client Contact Email: | |
| Alternative Client Contact Name: | |
| Alternative Client Contact Phone Number: | |
| Alternative Client Contact Email: | |
| | |
| Reference # 2 | |
| Client Name: | |
| Client Address: | |
| Client Contact Name: | |
| Client Contact Phone Number: | |
| Client Contact Email: | |
| Alternative Client Contact Name: | |
| Alternative Client Contact Phone Number: | |
| Alternative Client Contact Email: | |
| | |
| Reference # 3 | |
| Client Name: | |
| Client Address: | |
| Client Contact Name: | |
| Client Contact Phone Number: | |
| Client Contact Email: | |

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| Alternative Client Contact Name: | |
|--|--|
| Alternative Client Contact Phone Number: | |
| Alternative Client Contact Email: | |
| | |
| *Authorized Signature (Manual) | |
| *Authorized Signature (Typed) | |

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^{*}This individual must have the authority to bind the Respondent.

APPENDIX XII: SUBCONTRACTOR LIST

The lists will identify the subcontractors who will perform work under the contract(s) resulting from this solicitation.

The Offeror shall have determined to its own complete satisfaction that a listed subcontractor has been successfully engaged in the related subcontracted services and is qualified to provide the services for which each subcontractor is listed.

In the event that no subcontractor(s) will be used, this list shall be returned indicating "No Subcontractors will be used."

| CHECK HERE IF NO SUBCONTRAC | CTORS WILL BE USED: | |
|--|-------------------------|--|
| Subcontractor Name: | Subcontractor Name: | |
| Business Type: | Business Type: | |
| Subcontracted | Subcontracted | |
| Services: | Services: | |
| Address: | Address: | |
| City, State Zip | City, State Zip | |
| Phone # | Phone: | |
| FEIN# | FEIN# | |
| Subcontractor Name: | Subcontractor Name: | |
| Business Type: | Business Type: | |
| Subcontracted | Subcontracted | |
| Services: | Services: | |
| Address: | Address: | |
| City, State Zip | City, State Zip | |
| Phone # | Phone: | |
| FEIN# | FEIN # | |
| [Duplicate table as necessary for additi | onal subcontractors.] | |
| *Signature of Authorized Representativ | ve | |
| *Name and Title of Authorized Repres | entative | |
| *This individual must have the authori | ty to bind the Offeror. | |
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APPENDIX XIII: COST SHEET FORM

This Appendix correlates to Exhibit F in Appendix II posted with this ITN. For convenience and to avoid confusion, it replicates the pricing information required by that Exhibit. The Provider shall apply the pricing in the contract for the five (5) year contract period and the potential five (5) year contract renewal period.

F-1.1. Core CPCM Pricing

Initial Contract Period Pricing

| Active EBT Primary Accounts During Service Month | Food Assistance Only EBT | Cash-Only EBT | Combined Food Assistance & Cash |
|---|-----------------------------|---------------|------------------------------------|
| 1 – 2,000,000 | | | |
| 2,000,001 - 2,250,000 | | | |
| 2,250,001 - 2,500,000 | | | |
| 2,500,001 - 2,750,000 | | | |
| 2,750,001 – 3,000,000 | | | |
| 3,000,001 and above | | | |

Renewal Contract Period Pricing

| Active EBT Primary Accounts During Service Month | Food Assistance Only EBT | Cash-Only EBT | Combined Food Assistance & Cash |
|--|-----------------------------|---------------|------------------------------------|
| 1 - 2,000,000 | | | |
| 2,000,001 - 2,250,000 | | | |
| 2,250,001 – 2,500,000 | | | |
| 2,500,001 - 2,750,000 | | | |
| 2,750,001 – 3,000,000 | | | |
| 3,000,001 and above | | | |

F-1.2. ACH Origination Pricing

Costs for ACH originations (Direct Deposit) for cash benefits inclusive of resolving and reporting failed ACH transactions. There shall be no cost to the Department for the first 1,000 ACH Originations per month. After the number of ACH Originations exceed 1,000 per month, the Department will pay the Provider for each additional ACH Origination over 1,000 at the contracted ACH Origination Cost.

Initial Contract Period Pricing

| Description | Cost per ACH Origination over 1,000 |
|--------------------------|--|
| ACH Origination Services | |

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Renewal Contract Period Pricing

| Description | Cost per ACH Origination over 1,000 |
|--------------------------|--|
| ACH Origination Services | |

F-1.3. Professional Services Fees

During the course of the contract the Department may require additional services incidental to the contract, but not falling within the tasks or deliverables described therein which require professional fees beyond those described in **Section F-1**. of **APPENDIX II**: **STANDARD INTEGRATED CONTRACT PART 2**. Respondents must present hourly rates for all labor categories involved in the delivery of services and other support. Professional services hourly rates are fixed and not subject to change for the duration of the contract. Respondents must also present a blended hourly rate across all labor categories involved in the delivery of services and other support. The blended hourly rate is fixed and not subject to change for the duration of the contract. The fees below will apply when the services needed do not fall under the circumstances listed within **Section F-1**. of **APPENDIX II**: **STANDARD INTEGRATED CONTRACT PART 2** and the 3,000 hours, which are provided annually at no cost to the Department, have been exhausted.

Initial Contract Period Pricing

| Respondent Role Title | Job Title | Proposed Rate |
|-----------------------------|-----------------------------|---------------|
| Technical Lead | Technical Lead | |
| Functional Lead | Functional Lead | |
| Data Base Administrator | Data Base Administrator | |
| Network Administrator | Network Administrator | |
| Business Consultant/Analyst | Business Consultant/Analyst | |
| Training Specialist | Training Specialist | |
| Programmer | Programmer | |
| Blended Rate Across Roles | Blended Rate | |

Renewal Contract Period Pricing

| Respondent Role Title | Job Title | Proposed Rate |
|-------------------------|-------------------------|---------------|
| Technical Lead | Technical Lead | |
| Functional Lead | Functional Lead | |
| Data Base Administrator | Data Base Administrator | |

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| Respondent Role Title | Job Title | Proposed Rate |
|-----------------------------|-----------------------------|---------------|
| Network Administrator | Network Administrator | |
| Business Consultant/Analyst | Business Consultant/Analyst | |
| Training Specialist | Training Specialist | |
| Programmer | Programmer | |
| Blended Rate Across Roles | Blended Rate | |

F-1.4. Cardholder Paid Transaction Fees

Cash benefit cardholders shall be provided up to two cash-only withdrawals per month per active EBT (cash) account at no charge to the cardholder. For each additional cash-only withdrawal, the Department will allow the Offeror to assess a nominal transaction fee that will be debited from the cardholder's cash account. The maximum fee that can be charged to a cardholder's EBT cash account beyond the first two (2) cash-only withdrawals is capped at \$.85 per transaction.

Initial Contract Period Pricing

| Pricing |
|---------|
| |
| |
| |

Renewal Contract Period Pricing

| Service | Pricing |
|--|---------|
| Cash-only Withdrawals at POS or ATM (x > | |
| 2/month) | |

F-1.5. Department Subsidized Cash-only Transactions

The Department will pay the Offeror for up to two cash-only withdrawals per month per active EBT cash account. The maximum fee that will be paid per actual cash-only withdrawal is capped at \$.25 per transaction.

Initial Contract Period Pricing

| Pricing |
|---------|
| |
| |
| |

Renewal Contract Period Pricing

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| Service | Pricing |
|---|---------|
| Cash-only Withdrawals at POS or ATM (x > 2/month) | |

F-1.6. SNAP EBT-only Equipment

Initial Contract Period Pricing

| EBT Per Unit Hardware Prices | |
|---|----------------|
| Description | Price Per Unit |
| EBT POS Terminal with Integrated PIN Pad | |
| Purchase price per EBT-only POS terminal with Integrated PIN pad, printer | |
| Monthly maintenance fee, including supplies, per EBT-only POS terminal with integrated PIN pad, printer | |
| Monthly lease prices, including maintenance and supplies, per EBT POS terminal with integrated PIN pad, printer | |
| EBT POS Terminal with Hand Held PIN Pad | |
| Purchase price per EBT-only POS terminal with hand-held PIN pad, printer | |
| Monthly maintenance fee, including supplies, per EBT-only POS terminal with hand-held PIN pad, printer | |
| Monthly lease price, including maintenance and supplies, per EBT-only POS terminal with hand-held PIN pad, printer | |
| Wireless EBT POS Terminal with Integrated PIN Pad and cellular service (Over 50 units) | |
| Monthly lease price, including cellular service, maintenance and supplies, per EBT-only POS terminal with integrated PIN pad, printer | |
| Optional Services Pricing | |
| Other Services | |
| Total | |

Renewal Contract Period Pricing

| EBT Per Unit Hardware Prices | | |
|---|----------------|--|
| Description | Price Per Unit | |
| EBT POS Terminal with Integrated PIN Pad | | |
| Purchase price per EBT-only POS terminal with Integrated PIN pad, printer | | |
| Monthly maintenance fee, including supplies, per EBT-only POS terminal with integrated PIN pad, printer | | |
| Monthly lease prices, including maintenance and supplies, per EBT POS terminal with integrated PIN pad, printer | | |
| EBT POS Terminal with Hand Held PIN Pad | | |
| Purchase price per EBT-only POS terminal with hand-held PIN pad, printer | | |
| Monthly maintenance fee, including supplies, per EBT-only POS terminal with hand-held PIN pad, printer | | |
| Monthly lease price, including maintenance and supplies, per EBT-only POS terminal with hand-held PIN pad, printer | | |
| Wireless EBT POS Terminal with Integrated PIN Pad and cellular service (Over 50 units) | | |
| Monthly lease price, including cellular service, maintenance and supplies, per EBT-only POS terminal with integrated PIN pad, printer | | |
| Optional Services Pricing | | |
| Other Services | | |
| Total | | |

F-2. WIC EBT Services

F-2.1. WIC EBT CPCM Pricing

The core services cost per case month (CPCM) paid for WIC EBT services shall be based on the total active WIC caseload which shall be reported on the invoice. A case shall be defined as a single family beneficiary unit receiving benefits.

The CPCM pricing shall include all costs for providing eWIC Services to the State for the month, including:

- eWIC account maintenance and transaction processing;
- Up to 300 eWIC stand-beside POS terminals;

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- eWIC equipment for Local Agencies;
- Four staff members as defined in *Section C 2.1.1 Staffing Levels*;
- Professional services;
- Updated Card Design services.

Initial Contract Period Pricing

| CPCM PRICING FOR CORE WIC EBT SERVICES | |
|--|-------|
| Active WIC EBT Cases for the Billing Month | Price |
| Less than 225,000 | \$ |
| 225,001 to 250,000 | \$ |
| 251,001 to 275,000 | \$ |
| 275,001 to 300,000 | \$ |
| 300,001 to 325,000 | \$ |
| 325,001 to 350,000 | \$ |
| 351,001 to 375,000 | \$ |
| 375,001 to 400,000 | \$ |
| Above 400,000 | \$ |

Renewal Contract Period Pricing

| CPCM PRICING FOR CORE WIC EBT SERVICES | |
|--|-------|
| Active WIC EBT Cases for the Billing Month | Price |
| Less than 225,000 | \$ |
| 225,001 to 250,000 | \$ |
| 251,001 to 275,000 | \$ |
| 275,001 to 300,000 | \$ |
| 300,001 to 325,000 | \$ |
| 325,001 to 350,000 | \$ |
| 351,001 to 375,000 | \$ |
| 375,001 to 400,000 | \$ |
| Above 400,000 | \$ |

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F-2.2. WIC Per Unit Hardware Price

Initial Contract Period Pricing

| WIC Per Unit Hardware Prices | |
|---|----------------|
| Description | Price Per Unit |
| WIC Stand-beside POS Terminal above 300 terminals | |
| Monthly lease prices, including maintenance and supplies, per WIC | |
| POS terminal with PIN pad, printer and scanner | |
| Wireless EBT POS Terminal with Integrated PIN Pad and cellular | |
| service (Over 50 units) | |
| Monthly lease price, including cellular service, maintenance and | |
| supplies, per EBT-only POS terminal with integrated PIN pad, | |
| printer | |

Renewal Contract Period Pricing

| WIC Per Unit Hardware Prices | | |
|---|----------------|--|
| Description | Price Per Unit | |
| WIC Stand-beside POS Terminal above 300 terminals | | |
| Monthly lease prices, including maintenance and supplies, per WIC | | |
| POS terminal with PIN pad, printer and scanner | | |
| Wireless EBT POS Terminal with Integrated PIN Pad and cellular | | |
| service (Over 50 units) | | |
| Monthly lease price, including cellular service, maintenance and | | |
| supplies, per EBT-only POS terminal with integrated PIN pad, | | |
| printer | | |

F-2.3. WIC Card Design Services

Initial Contract Period Pricing

| WIC Card Design Services | |
|---------------------------------------|----------------|
| Description | Price Per Unit |
| WIC-Specific Card Design | |
| Card Design Fee for WIC-Specific Card | |

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Renewal Contract Period Pricing

| WIC Card Design Services | | |
|---------------------------------------|----------------|--|
| Description | Price Per Unit | |
| WIC-Specific Card Design | | |
| Card Design Fee for WIC-Specific Card | | |

F-2.4. WIC Professional Services

During the course of the contract the Department may require additional services incidental to the contract, but not falling within the tasks or deliverables described therein which require professional fees beyond those described above. Respondents must present hourly rates for all labor categories involved in the delivery of services and other support. Professional services hourly rates are fixed and not subject to change for the duration of the contract. Respondents must also present a blended hourly rate across all labor categories involved in the delivery of services and other support. The blended hourly rate is fixed and not subject to change for the duration of the contract. The fees below will apply when the services needed do not fall under the circumstances listed above for Program Support and the 1.950 hours, which are provided annually at no cost to the Department, have been exhausted.

Initial Contract Period Pricing

| Respondent Role Title | Job Title | Proposed Rate |
|-----------------------------|-----------------------------|---------------|
| Technical Lead | Technical Lead | |
| Functional Lead | Functional Lead | |
| Data Base Administrator | Data Base Administrator | |
| Network Administrator | Network Administrator | |
| Business Consultant/Analyst | Business Consultant/Analyst | |
| Training Specialist | Training Specialist | |
| Programmer | Programmer | |
| Blended Rate Across Roles | Blended Rate | |

Renewal Contract Period Pricing

| Respondent Role Title | Job Title | Proposed Rate |
|-------------------------|-------------------------|---------------|
| Technical Lead | Technical Lead | |
| Functional Lead | Functional Lead | |
| Data Base Administrator | Data Base Administrator | |

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| Respondent Role Title | Job Title | Proposed Rate |
|-----------------------------|-----------------------------|---------------|
| Network Administrator | Network Administrator | |
| Business Consultant/Analyst | Business Consultant/Analyst | |
| Training Specialist | Training Specialist | |
| Programmer | Programmer | |
| Blended Rate Across Roles | Blended Rate | |

F-2.5. Optional Services Pricing

Initial Contract Period Pricing

| Description | Price Per Unit |
|-------------|----------------|
| | |

Renewal Contract Period Pricing

| Des | scription | Price Per Unit |
|-----|-----------|----------------|
| | | |

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*This individual must have the authority to bind the Offeror.

APPENDIX XV: SNAP/CASH EBT EVALUATION MANUAL

(See VBS for posted document)

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APPENDIX XVI: WIC EBT EVALUATION MANUAL

(See VBS for posted document)

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