

For Electronic Benefit Transfer (EBT) Project



# Request for Proposal for EBT Services

*Appendix A, EBT Services Contract*

• • • • •  
**OSI EBT RFP #XXXXX**

California Health and Human Services Agency  
Office of Systems Integration

**PRE-SOLICITATION #16153**

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**PRE-SOLICITATION #16153**

**SAMPLE**

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD. 213 (REVISED 07/12)

REGISTRATION NUMBER
------------------------

PURCHASING AUTHORITY NUMBER
--------------------------------

AGREEMENT NUMBER
---------------------

1. This Agreement is entered into between the State Agency and the Contractor named below

**STATE AGENCY'S NAME**

**CONTRACTOR'S NAME**

2. The term of this Agreement is:

3. **The maximum amount**      \$  
**if this Agreement is:**

4. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Agreement:



**Attachment 1, Terms and Conditions, including:**

- Exhibit A, Statement of Work
- Exhibit B, Financial Matters
- Exhibit C, Deliverables and Milestone Dates
- Exhibit D, RFP (OSI EBT RFP #XXXXX)\*
- Exhibit E, EBT Contractor's Response\*
- Exhibit F, Sample Work Authorization
- Exhibit G, Letter of Credit

**(STD. 213 continued on next page)**

*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		<b>Department of General Services Use Only</b>
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i>		
BY <i>(Authorized Signature)</i> 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
BY <i>(Authorized Signature)</i> 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
		<input type="checkbox"/> Exempt per

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# Electronic Benefit Transfer (EBT) Project



## Attachment 1

# Terms and Conditions

California Health and Human Services Agency  
Office of Systems Integration

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## **Table of Contents**

<b>1 Definitions .....</b>	<b>1</b>
<b>2 Scope .....</b>	<b>14</b>
<b>3 Term .....</b>	<b>14</b>
3.1 Approval .....	14
3.2 Initial Term .....	14
<b>4 Financial Matters.....</b>	<b>14</b>
4.1 Payment .....	14
4.2 Invoices .....	14
4.2.1 Deadline for Submission.....	15
4.2.2 Submissions .....	15
4.2.3 State Project Director Approval .....	15
4.2.4 Inclusion of Contract Number .....	15
4.2.5 Information Required for Food and Cash EBT .....	15
4.2.6 Information Required for eWIC EBT .....	15
4.2.7 Incorrect Invoices .....	16
4.2.8 Work Authorizations .....	16
4.2.9 Invoicing of Food and Cash EBT Transition Services Charges .....	16
4.2.10 Invoicing of eWIC EBT Implementation Services Charges .....	17
4.2.11 Invoicing of Cost-Per-Case-Month for Food and Cash EBT .....	19
4.2.12 Invoicing of Cost-Per-Case-Month for eWIC EBT .....	19
4.2.13 Surcharge-Free Cash Access Benefit Preservation Payment.....	19
4.3 No Increases .....	23
4.4 Interoperability.....	23
4.5 Contingency of Funds .....	23
4.5.1 Appropriation of Funds .....	23
4.5.2 Availability of Funds .....	24
4.6 Transportation Costs and Other Fees or Expenses .....	24
4.7 Taxes .....	24
4.8 Contractor Expenses.....	24

# PRE-SOLICITATION #16153

4.9	Most Favored Customer .....	24
4.10	Overpayments to Contractor .....	25
4.11	Credits and Right to Set Off .....	25
4.12	Advance Payments Prohibited .....	25
4.13	Payments to Subcontractors .....	25
4.14	Reduction in Price .....	25
<b>5</b>	<b>Project Management and Scope.....</b>	<b>25</b>
5.1	Overall Responsibilities of Contractor .....	25
5.2	Programs and Issuance Methods.....	26
5.2.1	Programs.....	26
5.2.2	Issuance Methods .....	26
5.3	Supplemental Contracts .....	26
5.4	Problem Reports .....	27
5.5	Limitation of Authority.....	27
5.5.1	Waivers and Work Authorizations .....	27
5.5.2	Changes.....	27
5.6	Continuous Improvement .....	27
<b>6</b>	<b>Equipment .....</b>	<b>28</b>
6.1	Equipment Provided By the Contractor .....	28
6.1.1	Condition of Equipment.....	28
6.1.2	Title to Administrative Equipment.....	28
6.1.3	Delivery .....	28
6.1.4	Risk of Loss.....	28
6.1.5	Substitutions.....	28
6.1.6	Representations and Warranties .....	29
<b>7</b>	<b>Licenses .....</b>	<b>29</b>
7.1	License by Contractor .....	29
7.1.1	Contractor Materials .....	29
7.1.2	Termination of License .....	30
7.1.3	License Restrictions .....	30
7.2	License from the State .....	30
7.2.1	State Materials .....	30
7.2.2	Trademark License.....	30



# PRE-SOLICITATION #16153

---

7.2.3 Termination of License .....	30
<b>8 Deliverables and Services.....</b>	<b>31</b>
8.1 General .....	31
8.2 Effect of Acceptance .....	31
8.3 Acceptance Process.....	31
8.3.1 Delivery and Review of Deliverables .....	31
8.3.2 Acceptance.....	31
8.3.3 Corrections .....	32
8.4 Food and Cash Transition Services Acceptance.....	32
8.5 eWIC EBT Implementation Services Acceptance.....	32
<b>9 Contractor Staff.....</b>	<b>32</b>
9.1 Organization Chart .....	32
9.2 Approval of Contractor Staff .....	32
9.3 Staff Competence and Compliance.....	33
9.4 Key Staff.....	33
9.4.1 Contractor Reassignment of Key Staff .....	33
9.4.2 State Approval of Reassignment .....	33
9.4.3 Replacement by the Contractor .....	33
9.4.4 Replacement by State .....	34
9.4.5 Privacy and Security Training.....	34
9.4.6 Submission of Statement of Economic Interests .....	34
<b>10 Additional Warranties .....</b>	<b>35</b>
10.1 System and EBT Services.....	35
10.1.1 Re-Performance, Repair, and Replacement.....	35
10.1.2 Inurement of Warranties .....	35
10.2 Services .....	35
10.3 Four-Digit Date Compliance .....	36
10.4 No Viruses or Bombs .....	36
10.5 Covenant against Gratuities .....	36
10.6 Good Standing .....	36
10.7 Power and Authority .....	36
<b>11 Additional Rights and Remedies.....</b>	<b>37</b>
11.1 Letter of Credit.....	37

# PRE-SOLICITATION #16153

- 11.1.1 Purchase and Renewal..... 37
- 11.1.2 Beneficiary ..... 37
- 11.2 State Acceptance of Food and Cash Transition Services ..... 38
- 11.3 State Acceptance of eWIC EBT Implementation Services ..... 38
- 11.4 Withholds ..... 38
  - 11.4.1 Withholding Payments ..... 38
  - 11.4.2 Release of Payment Withholds..... 38
  - 11.4.3 Customer Service ..... 38
- 11.5 Liquidated Damages ..... 39
  - 11.5.1 Acknowledgement of Harm..... 39
  - 11.5.2 Limitation of Liability for Liquidated Damages..... 39
  - 11.5.3 Payment of Liquidated Damages..... 39
  - 11.5.4 Liquidated Damages – Specific Amounts ..... 39
- 11.6 Other Remedies ..... 56
- 11.7 Deficiencies ..... 56
  - 11.7.1 Deficiency Correction Periods..... 56
  - 11.7.2 Damages Amounts ..... 57
  - 11.7.3 Modifications to Correction Period ..... 58
  - 11.7.4 Deficiency Correction..... 58
- 11.8 Reductions in Payments Due ..... 59
- 11.9 Deductions for Errors in Processing Benefits ..... 59
- 11.10 Cover ..... 59
- 11.11 Right to Inspect ..... 59
- 11.12 Transaction Processing Accuracy Standard..... 59
- 11.13 Stop Work ..... 60
  - 11.13.1 Issuance of Stop Work Order..... 60
  - 11.13.2 Cancellation of Stop Work Order ..... 60
- 12 Work Authorizations ..... 61**
  - 12.1 General ..... 61
  - 12.2 Enhancements ..... 61
    - 12.2.1 State-Required Enhancements..... 61
    - 12.2.2 Federally Required Enhancements..... 62
  - 12.3 Work Authorization Approval Process..... 62

# PRE-SOLICITATION #16153

- 12.3.1 Work Authorization Required ..... 62
- 12.3.2 Content of Work Authorization ..... 62
- 12.3.3 Inclusion in Contract ..... 63
- 12.3.4 Prior Approval ..... 63
- 12.3.5 Good Faith ..... 63
- 12.3.6 Stop Work ..... 63
- 12.3.7 Disagreement, Claims, and Termination ..... 63
- 13 Insurance..... 64**
- 13.1 Liability and Auto Insurance ..... 64
- 13.2 Workers' Compensation Coverage..... 64
  - 13.2.1 Coverage Required..... 64
  - 13.2.2 Payments..... 65
- 13.3 Subcontractors ..... 65
- 13.4 Premiums ..... 65
- 13.5 Certificates ..... 65
- 14 State Property ..... 65**
- 14.1 Ownership ..... 65
- 14.2 Use of Property ..... 65
- 14.3 Damage to Property ..... 66
- 14.4 Notice of Damage..... 66
- 14.5 Surrender of Property..... 66
- 15 Confidential Information ..... 66**
- 15.1 Access and Nondisclosure Obligation..... 66
- 15.2 Protective Measures..... 67
- 15.3 Security Requirements ..... 67
- 15.4 Unauthorized Disclosure of Confidential Information..... 67
  - 15.4.1 Discovery and Notification of Breach ..... 67
  - 15.4.2 Investigation of Breach ..... 68
  - 15.4.3 Written Report..... 68
  - 15.4.4 Notification of Individuals ..... 69
- 15.5 Public Records Act ..... 69
  - 15.5.1 Public Records..... 69
  - 15.5.2 Request for Disclosure..... 69

# PRE-SOLICITATION #16153

---

15.6 Exceptions.....	69
15.7 Written Staff Contracts .....	70
15.8 Survival .....	70
<b>16 Ownership and Rights .....</b>	<b>70</b>
16.1 Contractor Ownership .....	70
16.2 State Ownership in Developments .....	70
16.3 FNS License in Software.....	71
16.4 Future Releases.....	71
<b>17 Indemnifications.....</b>	<b>71</b>
17.1 General .....	71
17.1.1 Acts or Omissions of Contractor .....	71
17.1.2 Conditions for Defense and Payment .....	72
17.1.3 Other Claimants.....	73
17.2 Federal Sanctions, Penalties, or Disallowances.....	73
17.3 Intellectual Property Indemnity .....	73
17.3.1 State’s Rights to Developments.....	73
17.3.2 State Remedies .....	73
17.3.3 Restrictions on Use.....	74
<b>18 Limitation of Liability .....</b>	<b>74</b>
18.1 Consequential Damages.....	74
18.2 Contractor Exceptions for Limitation of Liability.....	74
<b>19 Termination.....</b>	<b>75</b>
19.1 State's Rights of Termination .....	75
19.1.1 Funding Changes .....	75
19.1.2 Default .....	75
19.1.3 Gratuities .....	76
19.1.4 Inability to Correct Deficiencies During Cure Period .....	76
19.1.5 FNS Requirements .....	77
19.2 Cover.....	77
19.3 Withholds .....	78
19.4 Contractor Ineligibility to Bid.....	78
19.5 Wrongful Termination for Default.....	78
19.6 Termination for Convenience .....	78

# PRE-SOLICITATION #16153

19.7 Termination by Mutual Agreement .....	78
19.8 Termination Procedure .....	79
19.8.1 Available Rights and Remedies .....	79
19.8.2 Disposition of Property .....	79
19.8.3 Contractor Compensation .....	79
19.8.4 Determination of Amount Due.....	79
19.8.5 Termination Claims .....	79
19.8.6 Assistance During Termination .....	80
19.8.7 Contractor Actions After Notice of Termination.....	80
<b>20 General Provisions.....</b>	<b>80</b>
20.1 Americans with Disabilities Act.....	80
20.2 Assignment .....	81
20.3 Assignment of Antitrust Actions.....	81
20.4 Authority .....	81
20.5 Authorization .....	82
20.6 Binding Effect .....	82
20.7 Child Support Compliance Act .....	82
20.8 Compliance with Health and Safety and Related Laws .....	82
20.9 Conflicts Between Documents; Order of Precedence .....	82
20.10 Conflict of Interest .....	83
20.10.1 Appearance of Conflict.....	83
20.10.2 Current or Former State Employees .....	83
20.11 Debarment and Suspension.....	84
20.11.1 Certification.....	84
20.11.2 Agreements .....	85
20.12 Dispute Resolution .....	85
20.12.1 Process.....	85
20.12.2 Exceptions .....	86
20.13 Domestic Partners.....	86
20.14 Drug-Free Workplace Certification .....	86
20.14.1 Federal Drug Free Act of 1988 .....	86
20.14.2 California Drug Free Act of 1990 .....	87
20.15 Electronic Waste Recycling Act of 2003.....	87

# PRE-SOLICITATION #16153

---

20.16	Entire Contract; Acknowledgement of Understanding .....	88
20.17	Expatriate Corporations .....	88
20.18	Forced, Convict, and Indentured Labor .....	88
20.18.1	Sweat-Free Code of Conduct .....	88
20.19	Force Majeure .....	89
20.19.1	Causes of Delays.....	89
20.19.2	Subcontractors.....	89
20.20	Governing Law and Venue.....	89
20.21	Headings .....	89
20.22	Independent Contractor Relationship.....	89
20.23	Independent Entities .....	90
20.24	Iran Contracting Act of 2010.....	90
20.25	Legal and Regulatory Compliance and Litigation .....	91
20.25.1	Compliance.....	91
20.25.2	World Trade Organization Agreement .....	91
20.26	Litigation.....	91
20.26.1	Notice of Litigation .....	91
20.26.2	Costs.....	91
20.27	Loss Leader .....	91
20.28	Maintenance and Audit of Records .....	92
20.28.1	Maintenance of Records .....	92
20.28.2	Right to Audit .....	92
20.28.3	Notice of Review.....	93
20.28.4	State Ownership .....	93
20.28.5	Subcontracts.....	93
20.29	Modifications .....	93
20.30	National Labor Relations Board Certification.....	94
20.31	Nondiscrimination.....	94
20.31.1	Employment.....	94
20.31.2	Government Code Section 11135.....	94
20.32	Notice of Delay.....	94
20.33	Notices .....	95
20.34	Priority Hiring Considerations.....	95

# PRE-SOLICITATION #16153

---

20.35	Publicity.....	95
20.36	Recycling.....	96
20.37	Remedies.....	96
20.38	Safety and Accident Prevention .....	96
20.39	Severability.....	96
20.40	Small Business Participation and DVBE Participation Reporting Requirements.....	97
20.41	Sovereign Immunity .....	97
20.42	State Energy Conservation Plan .....	97
20.43	Subcontractors .....	98
20.43.1	Process.....	98
20.43.2	Subcontractor Warranty .....	98
20.44	Reference and Background Checks on Staff and Subcontractors .....	98
20.45	Survival .....	99
20.46	Third-Party Beneficiaries.....	99
20.47	Use Tax Collection .....	99
20.48	Waiver .....	99
20.49	Water or Air Pollution Violation.....	99

# PRE-SOLICITATION #16153

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**List of Tables**

Table 1: Transition Services Invoicing Schedule..... 16

Table 2: Implementation Services Invoicing Schedule ..... 17

Table 3: Food and Cash EBT Transaction Processing Platform Uptime Availability... 43

Table 4: Food and Cash EBT Transaction Processing Accuracy..... 44

Table 5: eWIC EBT Transaction Processing Platform Uptime Availability ..... 45

Table 6: eWIC EBT Transaction Processing Accuracy ..... 45

Table 7: Food and Cash EBT Administrative Functions Uptime Availability..... 46

Table 8: eWIC EBT Administrative Functions Uptime Availability ..... 47

Table 9: EBT Batch Processing ..... 48

Table 10: ARU and Customer Service Uptime Availability ..... 48

Table 11: Time to Speak to a CSR..... 49

Table 12: Cardholder Website, Retailer Website, and Cardholder Mobile Device  
Application Uptime Availability..... 50

Table 13: Benefit Posting ..... 50

Table 14: Food and Cash Settlement and Reconciliation Files and Reports ..... 53

Table 15: County Eligibility System End-of-Day Files ..... 53

Table 16: eWIC MIS End-of-Day Files ..... 54

Table 17: Deficiency Priority Levels Defined..... 56

Table 18: Deficiency Liquidated Damages..... 58

# PRE-SOLICITATION #16153

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**PRE-SOLICITATION #16153**

**List of Exhibits**

Exhibit A: Statement of Work ..... A1  
Exhibit B: Financial Matters..... B1  
Exhibit C: Deliverables and Milestone Dates ..... C1  
Exhibit D: Request for Proposal, OSI EBT RFP #XXXXX ..... D1  
Exhibit E: EBT Contractor’s Response to Request for Proposal, OSI EBT RFP  
#XXXXX ..... E1  
Exhibit F: Sample Work Authorization..... F1  
Exhibit G: Letter of Credit..... G1

# PRE-SOLICITATION #16153

Office of Systems Integration (OSI)

California Electronic Benefit Transfer (EBT)

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# PRE-SOLICITATION #16153

## California Electronic Benefit Transfer Services

This California Electronic Benefit Transfer (EBT) Services Contract (Contract) is entered into by and between the State of California (the State), through its duly appointed Officer identified in Standard Contract Form STD 213 (REV 07/12) attached hereto and by this reference incorporated herein and VENDOR NAME & ADDRESS (the Contractor).

### Recitals

WHEREAS, the State issued a competitive Request for Proposal (RFP) entitled OSI EBT RFP #XXXXX dated xxx (the RFP), to secure a contractor to provide EBT Services in California and its Counties; and

WHEREAS, the Contractor reviewed and analyzed the needs and requirements contained in the RFP and submitted its proposal on xxx (the Proposal); and

WHEREAS, the State reviewed and analyzed the Contractor's Proposal, selected the Contractor as the successful respondent to the RFP; and

WHEREAS, the State, in reliance upon the expertise of the Contractor, desires to engage the Contractor to provide the comprehensive Services and System necessary to implement EBT Services under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and mutual covenants below, the parties agree as follows:

## 1 Definitions

Term	Definition
<b>Acceptance</b>	A Notice from the State to the Contractor that a Deliverable or Service has satisfied the Acceptance Criteria or met the Specifications described in Exhibit A of this Contract, in a Data Item Description (DID), and/or in a Work Authorization for that Deliverable or Service.
<b>Acceptance Criteria</b>	The Specification(s) against which Deliverables and Services shall be evaluated as the basis for Acceptance, as described in Exhibit A of this Contract, in a DID, and/or in a Work Authorization for that Deliverable or Service.

## PRE-SOLICITATION #16153

<b>Term</b>	<b>Definition</b>
<b>Acceptance Test(s)</b>	A test that is: (i) managed by the Contractor according to State-approved Acceptance Criteria, at a time and facility, and with participants coordinated by the Contractor; and (ii) performed by the State, Counties, Local Agencies, or their authorized agent(s) or third-party contractor(s) to determine whether the Deliverable, Service, or part thereof subject to the Acceptance Test meets the Acceptance Criteria.
<b>Account</b>	A repository of EBT Benefits.
<b>ACH</b> (Automated Clearing House)	An electronic network for financial transactions in the United States that processes large volumes of credit and debit transactions in batches.
<b>Administrative Application Functions</b>	Administrative Functions provided by the Food and Cash EBT administrative application and the eWIC EBT administrative application.
<b>Administrative Equipment</b>	Equipment provided by the Contractor to be used at federal, State, or County Sites for performing Administrative Functions.
<b>Administrative Functions</b>	Transactions, tasks, or activities as defined by the Detailed System Design to manage and update information contained in the EBT System.  (Examples include, but are not limited to, Card printing and Card issuance, Personal Identification Number [PIN] selection and change, Cardholder searches, demographic additions, Benefit additions/voids, and balance inquiry from Point-of-Sale [POS] devices.)
<b>ARU</b> (Automated Response Unit)	A computer system that accepts data from touch-tone telephones or speech recognition and responds with prerecorded prompts and information.
<b>ATM</b> (Automated Teller Machine)	An electronic hardware device designated by a Retailer to accept Cards that, when activated by a Cardholder through the use of a magnetic stripe on a Card, are capable of automatically dispensing United States currency directly from such device and responding to balance inquiries.

## PRE-SOLICITATION #16153

<b>Term</b>	<b>Definition</b>
<b>Benefit(s)</b>	Aid authorized by a County, Local Agency, or the State according to the requirements of the Supplemental Nutrition Assistance Program (SNAP), the CalFresh Program, the California Work Opportunity and Responsibility to Kids Program (CalWORKs), General Assistance (GA)/General Relief (GR), the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), or other programs included in the System.
<b>Business Day(s)</b>	All weekdays on which the State is open to the public to conduct business.
<b>Calendar Day(s)</b>	All days in a month, including weekends and holidays, unless otherwise indicated in this Contract.
<b>Call Center(s)</b>	An office staffed by Customer Service Representatives (CSRs) that can be reached using the ARU.
<b>Card(s)</b>	A magnetic stripe card used to access Benefits, goods, or Services.
<b>Cardholder(s)</b>	An individual who has been issued or authorized to use a Card.
<b>Case(s)</b>	A single beneficiary unit with one or more Benefits.
<b>Case Month</b>	A calendar month in which a Benefit is posted to a Case.
<b>Caseload</b>	The number of California Cases each Case Month.
<b>CDPH (California Department of Public Health)</b>	The State entity responsible for the WIC Program, as it relates to this Contract.
<b>CDSS (California Department of Social Services)</b>	The State entity responsible for the EBT Program, as it relates to this Contract.
<b>Charge(s)</b>	Amounts to be paid by the State to the Contractor under this Contract, including Cost-Per-Case-Month (CPCM), fees, and costs described in Exhibit B.
<b>Client(s)</b>	The applicants for or recipients of a Benefit. The term “Clients” means the same as the term “recipients” or “Participants.”

## PRE-SOLICITATION #16153

<b>Term</b>	<b>Definition</b>
<b>Confidential Information</b>	Various trade secrets and information of each party that either the Contractor or the State desires to protect against unrestricted disclosure including, without limitation, State non-publicly available Data, non-public Specifications, Software, State security Data, any non-public information or documentation concerning either party's business or future products or plans that are learned by the other party during the performance of this Contract, information characterized as confidential under applicable State administrative policies, and information that is designated as confidential by the disclosing party and, subject to Section 15.4 of this Contract, that may be exempt from disclosure to the public or other unauthorized persons under applicable State or federal statutes. The following are hereby designated State Confidential Information: Client and Cardholder personal information, including but not limited to names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, and such other Confidential Information as is described in this definition.
<b>Contract</b>	The agreement by and between the State and the Contractor, inclusive of all Exhibits and other documents as described herein, including the STD 213, Standard Agreement.
<b>Contractor Project Manager</b>	The individual chosen by the Contractor with project management responsibilities for California EBT Services.
<b>Contractor Staff</b>	The Contractor's employees, subcontractors, and agents, and their employees and contractors and subcontractors, who will provide the Services on behalf of the Contractor.
<b>Conversion</b>	The process of migrating California EBT Data from the incumbent contractor's EBT Host System to the Contractor's EBT Host System.
<b>County, Counties</b>	One or more California Counties.
<b>CPCM (Cost-Per-Case-Month)</b>	The fixed fees labeled CPCM listed in Exhibit B of this Contract.
<b>Cure Notice</b>	The Notice which is provided by the State to the Contractor and which initiates the time period for the Contractor to cure its breach or default.



## PRE-SOLICITATION #16153

<b>Term</b>	<b>Definition</b>
<b>Customer Service(s)</b>	Service provided by the Contractor to Cardholders, Retailers and State, County, Local Agency, and federal users in which the Contractor: (i) responds to Cardholder and Retailer inquiries, (ii) corrects Deficiencies, and (iii) resolves disagreements between participants.
<b>CSR(s) (Customer Service Representative)</b>	A Contractor Staff member that responds to Customer Service requests received through the ARU or directly by telephone.
<b>Cutover</b>	The timeframe in which all Data is migrated to a new Host System or in which Services are switched from one contractor to another.
<b>Data</b>	The State's, Counties', or Local Agencies' records, Client and Cardholder information, files, forms, and financial, statistical, personal, personnel, technical or other data and other information that will be processed by the Software or that originates from or is provided by the State, Counties, or Local Agencies in connection with this Contract.
<b>Data Warehouse</b>	A system where Data is stored for archival, analysis, and security purposes, and is the platform used to support business intelligence processes.
<b>Day(s)</b>	Calendar Day(s), unless otherwise indicated in this Contract.
<b>Deficiency, Deficiencies</b>	A failure of a Deliverable or Service, or an omission, defect, error, or inadequacy in a Deliverable or Service, causing it not to conform to applicable Specifications.
<b>Deliverable(s)</b>	Any materials which are made, conceived, provided, generated, or developed by the Contractor and which are described (i) as Deliverables in Exhibit C of this Contract; (ii) as deliverables or Reports in Exhibit A of this Contract; and (iii) all designs, structures, and models required during the course of rendering the Services.
<b>Delivery Date(s)</b>	The date(s) described in an accepted Project Workplan or this Contract for the delivery of the Deliverables and Services to the State.
<b>Destroy</b>	A confidential and secure method for the destruction of materials, leaving no residual data, with assurance by the destroying party that the data is irretrievable by any means.

## PRE-SOLICITATION #16153

<b>Term</b>	<b>Definition</b>
<b>Development(s)</b>	Any materials, including but not limited to, all Deliverables, designs, drawings, technical data or design documents, reports, memoranda, studies, plans, formulas, compositions, processes, specifications, notes, statements, artwork, techniques, Software (including data and related documentation), exhibits, and any other documents or materials that are: (i) made, conceived of, or developed, in whole or in part, by the Contractor or its subcontractors in its performance of Services; or (ii) modifications made by or on behalf of the Contractor to the Licensed Materials (but not the Licensed Materials themselves).
<b>DGS</b> (Department of General Services)	The California Department of General Services.
<b>DID</b> (Data Item Description)	The document describing Acceptance Criteria applicable to a Deliverable.
<b>Disaster Card</b>	A Food and Cash Card with a pre-encoded magnetic stripe and pre-printed primary account number.
<b>Documentation</b>	All systems and subsystems, operations, technical writings, and user manuals (or other media) used in conjunction with the System, in whole and in part.
<b>DSD</b> (Detailed System Design)	The Deliverable that contains all functional and technical Specifications and program requirements of the System.
<b>EBT</b> (Electronic Benefit Transfer)	The automated issuance, delivery, redemption, settlement, reconciliation, and reporting of Benefits.
<b>EBT Host</b>	The central repository for all EBT Account and Cardholder Data.
<b>Eligibility System</b>	A County or State consortium-based computer system(s) that sends and receives Food and Cash EBT Data over an Interface to the System.
<b>End-of-Contract Changeover</b>	The transfer of Services from the Contractor to a successor contractor.

## PRE-SOLICITATION #16153

<b>Term</b>	<b>Definition</b>
<b>End User(s)</b>	The final or ultimate user(s), including but not limited to, State, County, Local Agency, or federal employees as identified by the State, of a Software program running on a computer system.
<b>Enhancements</b>	Updates, upgrades, additions, changes to, or new releases, in whole or in part, for the System.
<b>Equipment</b>	Hardware provided under this Contract (including but not limited to Administrative Equipment and POS equipment) by the Contractor or the State for the System, and all software, equipment, and physical materials required for and associated with its operation, as described in this Contract.
<b>eWIC</b>	The automation of WIC-related Benefits.
<b>eWIC EBT</b>	All aspects of the System related to WIC Benefits.
<b>eWIC MIS (Management Information System)</b>	A State computer system that sends and receives eWIC EBT Data over an Interface to the System.
<b>Execution Date</b>	The date on which the Contract has been approved by the Food and Nutrition Service (FNS), executed by the Contractor and the State, and approved by the DGS.
<b>Federal Reserve Banking Day(s)</b>	The days on which the Federal Reserve Bank is open to conduct business.
<b>File(s)</b>	A collection of related data records that is treated as a unit and that is provided electronically for the exchange of information.
<b>FNS (Food and Nutrition Service)</b>	The Food and Nutrition Service of the United States Department of Agriculture.
<b>Food and Cash Card</b>	A magnetic stripe card used to access food and cash benefits, goods, or services.
<b>Food and Cash EBT</b>	All aspects of the System related to food and cash assistance Benefits, excluding WIC Benefits.
<b>Functional Demonstration</b>	A presentation of the System's EBT processing capabilities from the point of transaction entry through authorization, settlement, and funds movement.

## PRE-SOLICITATION #16153

<b>Term</b>	<b>Definition</b>
<b>Go/No-Go Decision Point(s)</b>	The point(s) as identified in the Project Workplan(s) at which the readiness of the Contractor to continue is assessed, and, if applicable in the State's judgment, whether to proceed is decided by the State.
<b>Host System</b>	The system housing the central repository for all EBT Account and Cardholder Data.
<b>Implementation</b>	All the processes involved in getting Services operational, including without limitation hardware and Software installation, configuration, testing, developing processes and Deliverables, and making necessary changes.
<b>Implementation Services</b>	All Contractor tasks and activities associated with design, Development, and Implementation necessary to implement all eWIC EBT System functionality and EBT processes contained in Exhibit A of this Contract.
<b>Install(ed)</b>	Equipment that has been delivered to and made operational at the Site for which it was designated and has been demonstrated by the Contractor as capable of performing according to the applicable functional requirements.
<b>Interface(s)</b>	The Equipment and Software provided by the Contractor for transmitting Data between the System and other computer systems, as described in Exhibit A of this Contract.
<b>Key Staff</b>	Contractor Staff identified in Exhibit A of this Contract, whose responsibilities include Project administration, management, and operational decision making.
<b>Letter of Credit</b>	The Letter of Credit described in Section 11.1 and Exhibit G of this Contract.
<b>Licensed Materials</b>	The documents, software (including object code and any manuals associated therewith), Documentation, ARU system software, training materials, and any other documents or materials that are: (i) owned by the Contractor, its Subcontractors or other parties and developed prior to the execution of this Contract; (ii) provided by the Contractor to the State or used by the Contractor to perform the Services; and (iii) used as the basis for or as part of any Development.

## PRE-SOLICITATION #16153

<b>Term</b>	<b>Definition</b>
<b>Local Agency(ies)</b>	A local public or private nonprofit organization, local governmental agency, or tribal entity under contract with the CDPH WIC to provide WIC services according to the WIC Program federal regulations and state policies and procedures.
<b>Marks</b>	The State's name, trademarks, service marks, or any appropriate symbols, logos, or other designs that are identified with the State under this Contract.
<b>Mobile Device Application(s)</b>	A computer program designed to run on smartphones, tablet computers, and other mobile devices.
<b>Notice</b>	A written document given by one party to the other in accordance with Section 20.33 of this Contract.
<b>Ongoing Operations</b>	The period of time following Cutover or Implementation of enhanced System functionality, during which the Contractor provides Services for maintenance and operations of the System, as required by the Contract.
<b>OSI (Office of Systems Integration)</b>	The State entity that contracts with the EBT Services Contractor on behalf of the State.
<b>Pacific Time</b>	The time zone presently observed by the State. Pacific Standard Time (PST), eight (8) hours behind Coordinated Universal Time (UTC), when the State observes standard time; or, Pacific Daylight Time (PDT), seven (7) hours behind UTC, when the State observes daylight saving time.
<b>Participant(s)</b>	The applicants for or recipients of a Benefit. The term "Participants" means the same as the term "recipients" or "Clients."
<b>Paycard</b>	A branded debit card with Federal Reserve Board Regulation E consumer protection.
<b>Performance Standards</b>	The standards the System and Services shall meet as described in this Contract and applicable laws and regulations.
<b>Pilot Operations</b>	The timeframe in which a pilot begins operations using the System or enhanced System functionality, until Acceptance of the pilot by the State.
<b>PIN (Personal Identification Number)</b>	A numeric code of at least four (4) characters issued to or selected by a Cardholder, which must be utilized by the Cardholder in conjunction with a Card to initiate a transaction.

## PRE-SOLICITATION #16153

<b>Term</b>	<b>Definition</b>
<b>POS</b> (Point-of-Sale)	A device used to store, process, and accept EBT transactions at participating retailers.
<b>Postal Day(s)</b>	The day(s) on which the United States Postal Service is open to conduct business.
<b>PAN</b> (Primary Account Number)	The Card number that uniquely identifies a specific Card and is printed on the Card and encoded on the Card's magnetic stripe.
<b>Priority Level(s)</b>	The levels of prioritization for Deficiencies and the associated descriptions of such Deficiency levels, as described in Section 11.7.1, Table 17 of this Contract, including Priority Level 1, Priority Level 2, Priority Level 3, and Priority Level 4.
<b>Project</b>	The planned undertaking regarding the entire subject matter and terms of this Contract, and the activities of all parties related to the System.
<b>Project Workplan(s)</b>	An overall plan of activities for the Project, and the delineation of Services, tasks, activities, and events to be performed and Deliverables to be produced with regard to the Project. Each Project Workplan shall be incorporated into the Contract upon mutual written agreement.
<b>Property</b>	Real and personal property owned by the State, County, or Local Agency.
<b>Quest<sup>®</sup> Operating Rules</b>	EBT operating rules promulgated by the National Automated Clearing House Association Electronic Benefits Services Council.
<b>Reconciliation</b>	The means by which the Contractor provides the Counties, Local Agencies, and the State with the daily financial position, both in terms of Cardholder-initiated transactions from the previous accounting cycle that are being settled, and the outstanding value of the Client Benefits remaining on the EBT Contractor's database. The reconciliation process is intended to validate the daily Settlement amount and the ending database value.
<b>Report(s)</b>	A collection of Data in a prescribed format provided either electronically or in hardcopy by the Contractor to the State, County, or Local Agency regarding Project activities, events, or Services.

## PRE-SOLICITATION #16153

<b>Term</b>	<b>Definition</b>
<b>Resolution</b>	The condition when a Deficiency causing a disrupted function is resolved. A Resolution is a permanent fix. An alternative is no longer required or a permanent replacement has been provided.
<b>Retailer(s)</b>	A person or entity, including without limitation a merchant, financial institution, ATM owner, check casher, group home, housing authority, or other organization, that has either entered into a Retailer Agreement with the Contractor to accept Cards for purchases of goods or services, cash withdrawals or balance inquiries, or accepts Cards for same through agreement with a Third-Party Processor who has entered into a Third-Party Processor agreement with the Contractor.
<b>Retailer Agreement</b>	A written agreement between the Contractor and a Retailer.
<b>Retailer Equipment</b>	The hardware, software, and supplies, including peripheral devices necessary to enable Retailers to perform EBT transactions including without limitation, POS devices, PIN pads, bar code scanners, printers, power cords, interconnecting cables, and other components necessary to make the Equipment operational.
<b>Schedule</b>	The dates described in a Project Workplan for deadlines for performance of Services and other Project events and activities.
<b>Service(s)</b>	The tasks and activities provided by the Contractor in support of the obligations and responsibilities required by this Contract to implement and operate the System, including Project management and oversight of all Deliverables.
<b>Settlement</b>	The process by which the Contractor provides reimbursement for Cardholder-originated transactions that occurred at Retailers and/or ATM networks.
<b>Settlement Day</b>	The twenty-four (24) hour period beginning at 3:00 p.m. Pacific Time and ending at 3:00 p.m. Pacific Time the next day, or beginning and ending at a time specified by the State.
<b>Site(s)</b>	Location(s) where Equipment is installed.
<b>SNAP (Supplemental Nutrition Assistance Program)</b>	Federal food assistance program for low-income individuals and families administered by the United States Department of Agriculture (USDA)/FNS and operated by the states.



## PRE-SOLICITATION #16153

<b>Term</b>	<b>Definition</b>
<b>Software</b>	Software in source and object code format for: (i) application software or operating system software developed by the Contractor or a Third-Party licensor for the System as a Deliverable; (ii) Interfaces; (iii) Enhancements; and (iv) Developments.
<b>SOW (Statement of Work)</b>	Exhibit A of this Contract, attached hereto and incorporated by this reference, describes Services to be provided by the Contractor.
<b>Specification(s)</b>	A statement, description, account, or listing that prescribes materials, elements, dimensions, or workmanship for the System or a component of the System, and as provided in the Performance Standards: Exhibit A of this Contract; Exhibit E of this Contract; and the Deliverables, including, but not limited to, the <i>Detailed System Design</i> , the <i>Acceptance Criteria</i> , the manufacturers' published specifications, the Documentation, or applicable portions of the Quest <sup>®</sup> Operating Rules and/or the USDA-FNS Operating Rules for WIC EBT. The Specifications are incorporated into the Contract by this reference.
<b>State Materials</b>	The tools, documents, and materials owned by the State, County, or Local Agency and made available to the Contractor under this Contract.
<b>State Project Director</b>	The individual chosen by the State with day-to-day management responsibilities for the Project.
<b>Subcontractor(s)</b>	A person, partnership, company, or other entity with which the Contractor has entered into a contract to provide Equipment or perform Services under this Contract on behalf of the Contractor, that are specific to or modified for the requirements of this Contract.
<b>Subsystem</b>	A component of the System.
<b>System</b>	The complete collection of Software, hardware, Services, and Equipment, integrated and functioning together as a system and performing the functionality and Services required by this Contract.
<b>Task(s)</b>	All Contractor activities required by this Contract to establish, operate, and maintain a comprehensive System.



## PRE-SOLICITATION #16153

<b>Term</b>	<b>Definition</b>
<b>Third-Party Processor</b>	An organization, other than the Contractor, or Retailer, that: (i) provides services as an independent sales organization; (ii) provides encryption support; and (iii) acts as a network or processing switch; or (iv) is a processor as defined by the Quest <sup>®</sup> Operating Rules or the USDA-FNS Operating Rules for WIC EBT.
<b>Transaction Processing Platform</b>	All processing components that are required for the successful end-to-end acquiring, switching, processing, and settlement of EBT transactions, and are within the Contractor's reasonable span of control or influence.
<b>Transition Services</b>	All Contractor tasks and activities associated with design, Development, and Implementation necessary to implement all Food and Cash EBT System functionality and EBT processes contained in Exhibit A of this Contract, and, if applicable, to migrate all EBT Data as required by this Contract.
<b>USDA (United States Department of Agriculture)</b>	The United States federal executive department responsible for developing and executing federal government policy on farming, agriculture, forestry, and food.
<b>User Acceptance Test(s)</b>	The Acceptance Test(s) described as such in Exhibit A of this Contract.
<b>USDA-FNS Operating Rules for WIC EBT</b>	The USDA-FNS federal regulations regarding the WIC Program (7 Code of Federal Regulations) and specifically Part 246, Special Supplemental Nutrition Program for Women, Infants and Children.
<b>Website(s)</b>	Software and hardware that provides access to information using a web browser over the Internet.
<b>WIC (Special Supplemental Nutrition Program for Women, Infants and Children)</b>	The Special Supplemental Nutrition Program for Women, Infants and Children provides nutrition screening and education, access to preventative health programs, and access to select foods to supplement the diets of low income, pregnant, lactating, and postpartum women, infants and children up to age five (5) who are at nutritional risk.
<b>WIC Card</b>	A magnetic stripe card used to access WIC benefits, goods, or services.
<b>Work Authorization(s)</b>	A written form used in accordance with the terms of Section 12 of this Contract.

## **2 Scope**

The Contractor shall establish, operate and maintain a comprehensive EBT System as required by this Contract.

## **3 Term**

### **3.1 Approval**

This Contract is of no force or effect until the Execution Date. The Contractor may not commence performance prior to the Execution Date.

### **3.2 Initial Term**

The initial term shall begin on the Execution Date and shall continue for seven (7) years thereafter, unless terminated earlier or extended as provided herein. The State reserves the option to extend the initial term for three (3) additional periods of one (1) year each, upon one hundred eighty (180) Days prior Notice to the Contractor of its intent to extend this Contract. The rate(s) for the additional three (3) one (1) year periods shall be as specified in the competitively bid costs in Exhibit B of this Contract, or less. A Contract amendment shall be used to effectuate any extension of the term of this Contract.

The State reserves the option to extend the term of the Contract, for no more than twelve (12) months after the end of the initial term or after the end of the last State-exercised option year, if any, at the same rates contained in Exhibit B of this Contract, or less, ensuring that the total Contract costs are not exceeded. The State shall only have this option if unspent funds remain on the Contract at the end of the initial term or at the end of the last State-exercised option year, if any. A Contract amendment shall be used to effectuate any exercise of this option.

## **4 Financial Matters**

### **4.1 Payment**

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, *et. seq.* Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than forty-five (45) Days after (i) the date of Acceptance of Deliverables or performance of Services; or (ii) receipt of an undisputed invoice, whichever is later.

### **4.2 Invoices**

Invoices for Transition Services may be submitted in accordance with the schedule contained in Contract Section 4.2.9. Upon Acceptance of Transition Services, invoices shall be submitted the month following the month in which Charges are incurred. Invoices for Implementation Services may be submitted in accordance with the

# PRE-SOLICITATION #16153

schedule contained in Contract Section 4.2.10. Upon Acceptance of Implementation Services, invoices shall be submitted the month following the month in which Charges are incurred. The Contractor shall not submit invoices more frequently than monthly.

## 4.2.1 Deadline for Submission

In no event shall the Contractor submit invoices later than eighteen (18) months following the date Charges were incurred. The State will not pay any invoice submitted more than eighteen (18) months after the date Charges were incurred.

## 4.2.2 Submissions

The Contractor must submit an original hardcopy invoice and two (2) additional copies which shall specify the amount due and in which the Contractor has certified that Services or Equipment required under this Contract conform to the requirements set forth in this Contract. In addition, the Contractor shall provide an electronic copy of each invoice submitted, in a State-approved format, to the address provided to the Contractor by the State.

## 4.2.3 State Project Director Approval

All invoices submitted must be approved by the State Project Director or designee prior to payment.

## 4.2.4 Inclusion of Contract Number

All invoices, bills of lading, shipping memos, packages, and any other form of correspondence shall refer to this Contract by number plus any unique identifier generated by the State on a Work Authorization.

## 4.2.5 Information Required for Food and Cash EBT

Invoices shall account for each billable item, description, and cost, including County-specific costs, Eligibility System consortia-specific costs, State-specific costs and a summary of total costs. The Contractor shall work with the State to identify the level of detail and description of the invoice template.

## 4.2.6 Information Required for eWIC EBT

Invoices shall account for each billable item, description, and cost, including Local Agency-specific costs, State-specific costs, and a summary of total costs. The Contractor shall work with the State to identify the level of detail and description of the invoice template.

# PRE-SOLICITATION #16153

## 4.2.7 Incorrect Invoices

The Contractor shall make every effort to reconcile incorrect invoices in a timely manner, not to exceed thirty (30) Days from Notice by the State of a discrepancy. The State shall withhold payments for disputed amounts from invoices until all discrepancies have been resolved.

## 4.2.8 Work Authorizations

Work Authorizations shall be billed monthly in arrears, using the rates provided in Exhibit B of this Contract. No invoice for Work Authorizations will be due and payable by the State until Acceptance of the Services is provided.

## 4.2.9 Invoicing of Food and Cash EBT Transition Services Charges

### 4.2.9.1 Invoicing Schedule

The Contractor may submit an invoice for payment of Transition Services provided in Exhibit B of this Contract in accordance with the following schedule and in accordance with Section 4.2.9.2. The detailed list of deliverables pertaining to the schedule in Table 1 is included in Exhibit C.

**TABLE 1: TRANSITION SERVICES INVOICING SCHEDULE**

Milestone Payment	Invoice Submission Date	Payment Amount
Food and Cash Transition Services Workplan	Upon Acceptance	Two percent (2%) of the total Transition Services Charges
Project Startup	Upon Acceptance	Five percent (5%) of the total Transition Services Charges
General Design	Upon Acceptance	Six percent (6%) of the total Transition Services Charges
Conversion Planning	Upon Acceptance	Six percent (6%) of the total Transition Services Charges
Detailed Design	Upon Acceptance	Six percent (6%) of the total Transition Services Charges
Testing	Upon Acceptance	Six percent (6%) of the total Transition Services Charges
Operations Setup	Upon Acceptance	Six percent (6%) of the total Transition Services Charges
Acceptance of Transition Services User Acceptance Test	Upon Acceptance	Five percent (5%) of the total Transition Services Charges

## PRE-SOLICITATION #16153

Milestone Payment	Invoice Submission Date	Payment Amount
Operations Processes	Upon Acceptance	Six percent (6%) of the total Transition Services Charges
Go/No-Go Decision Point	Upon Acceptance of Go/No-Go Decision Point	Twelve percent (12%) of the total Transition Services Charges
Cutover to EBT Services	Upon State Acceptance of Cutover to EBT Services	Remaining Transition Services Charges – Forty percent (40%) percent of the total Transition Services Charges (including amounts withheld in accordance with Contract Section 4.2.9.2)

### 4.2.9.2 Invoicing Withholds

As required by law, the State will withhold ten percent (10%) of each invoice submitted for Transition Services Charges, with the exception of the Cutover to EBT Services milestone payment.

### 4.2.10 Invoicing of eWIC EBT Implementation Services Charges

The Contractor understands that there may be a delay in the start of eWIC EBT Implementation Services. The State shall not be liable for any Contractor costs associated with any delay in the start of eWIC EBT Implementation Services.

#### 4.2.10.1 Invoicing Schedule

The Contractor may submit an invoice for payment of Implementation Services provided in Exhibit B of this Contract in accordance with the following schedule and in accordance with Section 4.2.10.2. The detailed list of deliverables pertaining to the schedule in Table 2 is included in Exhibit C.

**TABLE 2: IMPLEMENTATION SERVICES INVOICING SCHEDULE**

Milestone Payment	Invoice Submission Date	Payment Amount
eWIC EBT Implementation Services Workplan and Integrated WIC Retailer Specifications Document	Upon Acceptance	Two percent (2%) of the total Implementation Services Charges
Project Startup	Upon Acceptance	Four percent (4%) of the total Implementation Services Cost
General Design	Upon Acceptance	Four percent (4%) of the total Implementation Services Charges

## PRE-SOLICITATION #16153

Office of Systems Integration (OSI)

California Electronic Benefit Transfer (EBT)

<b>Milestone Payment</b>	<b>Invoice Submission Date</b>	<b>Payment Amount</b>
Pilot Planning	Upon Acceptance	Four percent (4%) of the total Implementation Services Charges
Detailed Design	Upon Acceptance	Four percent (4%) of the total Implementation Services Charges
Testing	Upon Acceptance	Four percent (4%) of the total Implementation Services Charges
Operations Setup	Upon Acceptance	Four percent (4%) of the total Implementation Services Charges
Acceptance of Implementation Services User Acceptance Test	Upon Acceptance of Implementation Services User Acceptance Test	Five percent (5%) of the total Implementation Services Charges
Operations Processes	Upon Acceptance	Four percent (4%) of the total Implementation Services Charges
Go/No-Go Decision Point	Upon Acceptance of Go/No-Go Decision Point	Ten percent (10%) of the total Implementation Services Charges
Acceptance of Pilot	Upon Acceptance of Pilot	Twenty-five percent (25%) of the total Implementation Services Charges
Implementation of 25% of Fully Implemented WIC Participant Cases	Upon Acceptance	Ten percent (10%) of the total Implementation Services Charges
Implementation of 50% of Fully Implemented WIC Participant Cases	Upon Acceptance	Ten percent (10%) of the total Implementation Services Charges
Implementation of 75% of Fully Implemented WIC Participant Cases	Upon Acceptance	Five percent (5%) of the total Implementation Services Charges
Completion of Implementation Services	Upon Acceptance	Remaining Implementation Services Charges – Five percent (5%) of the total Implementation Services Charges (including amounts withheld in accordance with Contract Section 4.2.10.2)

**4.2.10.2 Invoicing Withholds**

As required by law, the State will withhold ten percent (10%) of each invoice submitted for Implementation Services Charges, with the exception of the Completion of Implementation Services milestone payment.

**4.2.11 Invoicing of Cost-Per-Case-Month for Food and Cash EBT**

Each calendar month of Ongoing Operations, following State Acceptance of Transition Services, the Contractor may submit an invoice for payment of the CPCM, for each Benefit type described in Exhibit B of this Contract, which had a Benefit posted to the Client Account that month. Monthly billings to the State shall be based on the CPCM in the pricing tier in Exhibit B of this Contract, which corresponds to the total actual number of Cases on the System statewide for the month being invoiced.

**4.2.12 Invoicing of Cost-Per-Case-Month for eWIC EBT**

Beginning with the start of Pilot, for each calendar month, the Contractor may submit an invoice for payment of the CPCM, for the WIC Benefit type described in Exhibit B of this Contract, which had a Benefit posted to the Client Account that month. Monthly billings to the State shall be based on the CPCM in the pricing tier in Exhibit B of this Contract, which corresponds to the total actual number of Cases on the System statewide for the month being invoiced.

**4.2.13 Surcharge-Free Cash Access Benefit Preservation Payment**

An annual benefit preservation payment is available to the Contractor based on the Contractor's efforts to decrease the percentage of cash benefits issued that are used by Clients to pay ATM surcharges below a baseline percentage. This benefit preservation payment is available to the Contractor under the following conditions:

**4.2.13.1 Baseline Calculation**

**4.2.13.1.1 First Year of Ongoing Operations**

Following Acceptance of Transition Services, after one (1) full year of Ongoing Operations Data becomes available to the State, the State will calculate a baseline percentage for the benefit preservation payment and the baseline shall remain in effect from the beginning of the second year of Ongoing Operations through the end of the initial term of the Contract. The baseline percentage for the benefit preservation payment will be calculated based on the lesser of the following two (2) calculations:



## PRE-SOLICITATION #16153

- a. The baseline percentage of cash benefits issued via the California EBT System that were used by Clients to pay ATM surcharges during the first full year of Ongoing Operations, calculated as follows:

$$\text{Baseline Percentage} = \frac{\text{Total dollar amount of ATM surcharges over the twelve (12) month period during the first full year of Ongoing Operations}}{\text{Total dollar amount of cash benefits issued over the twelve (12) month period during the first full year of Ongoing Operations}}$$

- b. The baseline percentage of cash benefits issued via the California EBT System that were used by Clients to pay ATM surcharges during the twelve (12) full months leading to State Acceptance of Transition Services, calculated as follows:

$$\text{Baseline Percentage} = \frac{\text{Total dollar amount of ATM surcharges over the twelve (12) month period leading to State Acceptance of Transition Services}}{\text{Total dollar amount of cash benefits issued over the twelve (12) month period leading to State Acceptance of Transition Services}}$$

### 4.2.13.1.2 Second Year of Ongoing Operations

Contractor's eligibility for the benefit preservation payment starts at the beginning of the second year of Ongoing Operations, with the Contractor invoicing the State at the completion of the second year of Ongoing Operations if the Contractor has met one (1) of the thresholds for the benefit preservation payment specified in Section 4.2.13.4.

### 4.2.13.1.3 State Validation – Baseline Surcharge Amounts

The Contractor shall identify the baseline surcharge amounts charged by banks and financial institutions to Clients for cash withdrawals based on the time period used to calculate the baseline percentage. The State will validate the data prior to the State and the Contractor mutually agreeing to the baseline surcharge amounts.

### 4.2.13.2 Invoicing for Benefit Preservation Payment

The Contractor shall submit the following documentation to the State and receive State approval prior to invoicing for the annual benefit preservation payment:

- a. The total dollar amount of ATM surcharges incurred by Clients during the annual benefit preservation time period; and
- b. The total dollar amount of EBT cash benefits issued via the California EBT System for the annual benefit preservation time period; and
- c. The percentage of cash benefits issued via the California EBT System that were used by Clients to pay ATM surcharges during the annual benefit preservation time period; and



## PRE-SOLICITATION #16153

- d. The decrease in the percentage of cash benefits used to pay for ATM surcharges during the annual benefit preservation time period, against the baseline percentage; and
- e. The threshold level and the amount of the benefit preservation payment the Contractor plans to invoice the State.

### 4.2.13.3 Recalculation of Baseline Calculation

The baseline percentage for the benefit preservation payment shall be reestablished by the State if the State elects to execute one (1) or more of the optional contract extension years as described in Section 3.2 of this Contract. The recalculation of the baseline percentage of the benefit preservation payment for the contract extension year(s) shall be the lesser of the following two (2) calculations:

- a. The baseline percentage of the benefit preservation payment already established for the initial term of the Contract; or
- b. The final twelve (12) full months of the initial term of the Contract, the total percentage of cash benefits issued via the California EBT System that were used by Clients to pay ATM surcharges, calculated as follows:

$$\text{Baseline Percentage} = \frac{\text{Total dollar amount of ATM surcharges over the final twelve (12) month period of the initial term of the Contract}}{\text{Total dollar amount of cash benefits issued over the final twelve (12) month period of the initial term of the Contract}}$$

The benefit preservation payment is an annual payment, at the completion of each qualifying twelve (12)-month period, beginning with the second year of Ongoing Operations.

Any enacted legislation that results in surcharge-free cash access to California EBT cash cardholders makes this benefit preservation payment null and void during each year where this legislation is in effect.

### 4.2.13.4 Annual Benefit Preservation Payment Threshold

If the Contractor is able to decrease the percentage of cash benefits used to pay for ATM surcharges against the baseline percentage, the Contractor will receive one (1) annual benefit preservation payment in accordance with one (1) of the following thresholds:

- a. A twenty-five percent (25%) decrease from the baseline percentage: benefit preservation payment of five hundred thousand dollars (\$500,000).
- b. A fifty percent (50%) decrease from the baseline percentage: benefit preservation payment of one million dollars (\$1,000,000).

## PRE-SOLICITATION #16153

- c. A seventy-five percent (75%) decrease from the baseline percentage: benefit preservation payment of one and a half million dollars (\$1,500,000).
- d. A ninety-five percent (95%) decrease from the baseline percentage: benefit preservation payment of two million dollars (\$2,000,000).

### 4.2.13.5 Threshold Exception Consideration

The State acknowledges that a bank and/or financial institution can modify, at any time, the amount it charges Clients for ATM surcharges, which would affect the annual benefit preservation calculation. With this in mind, the Contractor may adjust the annual benefit preservation calculation by reducing the total ATM surcharges under the following circumstances only:

- a. A bank or financial institution, identified by the Contractor, that increased its ATM surcharge amount for California EBT cash withdrawals during the benefit preservation payment time period; and/or
- b. A bank or financial institution, identified by the Contractor, that provided surcharge-free cash withdrawals to Clients, and was not part of the Contractor's surcharge-free cash access statewide network(s), that started surcharging Clients for cash withdrawals during the benefit preservation payment time period.

#### 4.2.13.5.1 Recalculation of Surcharges

If during the benefit preservation time period one (1) or both conditions referenced directly above occurred, the Contractor may recalculate the total ATM surcharges for those banks and/or financial institutions using the baseline surcharge amounts previously charged to Clients for ATM cash withdrawals.

#### 4.2.13.5.2 Conditions for State Approval of Adjustment

The Contractor shall receive State approval of any adjustment to the benefit preservation calculation prior to invoicing the State for the annual benefit preservation payment. If the Contractor makes a benefit preservation calculation adjustment pursuant to Section 4.2.13.5.1, the Contractor shall provide to the State the following required documentation for each bank and/or financial institution that changed its surcharge amount during the benefit preservation payment time period:

- a. The name of the bank or financial institution;
- b. The baseline surcharge amount the bank or financial institution charged to Clients;
- c. The new surcharge amount the bank or financial institution is charging to Clients during the benefit preservation time period;

## PRE-SOLICITATION #16153

- d. The date the new surcharge amount went into effect for the bank or financial institution;
- e. The actual amount of surcharges at that bank or financial institution during the benefit preservation time period;
- f. The adjusted amount of surcharges at that bank or financial institution during the benefit preservation time period; and
- g. The Contractor's proposed benefit preservation adjustment recalculation, along with a written justification for the adjustment.

### 4.3 No Increases

The Contractor shall not increase the amounts due from the State under this Contract for all Services and Deliverables except those increases that may result from Work Authorizations and Contract amendments agreed to by the State and the Contractor in accordance with Section 12 of this Contract, or that may result from any payment due in accordance with Section 4.2.13 of this Contract.

### 4.4 Interoperability

In accordance with the Federal EBT Interoperability and Portability Act of 2000, the State agrees that it will seek federal reimbursement for Contractor costs associated with the switching and Settlement of interstate SNAP transactions and designate the Contractor its fiscal agent for purposes of seeking reimbursement of such costs in accordance with the FNS formula. The parties agree that any interoperability costs associated with the switching and Settlement of interstate EBT transactions that are not 100 percent (100%) reimbursed by federal financial participation will not be billed to the State. Except for the fees provided in Exhibit B of this Contract and the foregoing, the Contractor shall not charge the State or Cardholders a fee for interstate or intrastate EBT transactions. In the event the Federal EBT Interoperability and Portability Act of 2000 is subsequently repealed or funding for the purposes of the Federal EBT Interoperability and Portability Act of 2000 is not appropriated, the State shall have no further obligation for reimbursement of Contractor costs associated with the switching and Settlement of interstate food Benefit transactions other than the fees provided in Exhibit B of this Contract.

### 4.5 Contingency of Funds

#### 4.5.1 Appropriation of Funds

Financial obligations of the State payable in fiscal years subsequent to the year in which this Contract is approved are contingent upon and subject to funds for that purpose being appropriated, allotted, and otherwise made available. The State shall provide the Contractor Notice as soon as the unavailability of funds becomes known to the State Project Director.

**4.5.2 Availability of Funds**

Payment pursuant to this Contract, whether in whole or in part, is subject to and contingent upon the continuing availability of federal and State funds for the purposes hereof. If such funds, or any part thereof, become unavailable as reasonably determined by the State, or if the funds the State relied upon to establish or continue this Contract are withdrawn, not appropriated, reduced, or limited in any way or if additional or modified conditions are placed on such funding, the State, in addition to its other remedies, may:

- a. Issue a stop work order for this Contract, or the portion affected thereby, during which time the Contractor shall immediately cease work and no payment will be made by the State for the period of time covered by the stop work order. At such time as federal and/or State funds again become available for payment under this Contract, the State will notify the Contractor to restart work.
- b. Issue a Work Authorization to the extent the State determines is necessary.
- c. Five (5) Days after providing Notice, immediately terminate this Contract, in whole or in part, under Section 19.1.1 of this Contract and make payment to the Contractor as provided in Section 19.8.3 of this Contract as a termination for convenience.

**4.6 Transportation Costs and Other Fees or Expenses**

No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

**4.7 Taxes**

Unless otherwise required by law, the State of California is exempt from federal excise taxes. The State will only pay for any State or local sales or use taxes on the Services rendered or Equipment supplied to the State pursuant to this Contract.

**4.8 Contractor Expenses**

The consideration to be paid the Contractor, as provided herein, shall be in compensation for all of the Contractor's expenses incurred in the performance hereof, including without limitation, travel and per diem, unless otherwise expressly agreed to in writing by the State Project Director prior to the expenditure of such funds.

**4.9 Most Favored Customer**

Should the Contractor, following the Execution Date, agree to provide similar Services to any other customer for a fee, cost, CPCM, or price more favorable than the Charges specified in this Contract, then the State shall be permitted the benefit of such more favorable fees, costs, CPCMs, or prices as of the date they became available in such

other agreement; provided, that the State makes written request therefor; and provided further, that the State agrees in such request to accept any less favorable terms.

#### **4.10 Overpayments to Contractor**

The Contractor shall promptly refund to the State the full amount of any erroneous payments, incorrect payments, or overpayments upon determination by the Contractor or upon receipt of Notice from the State Project Director.

#### **4.11 Credits and Right to Set Off**

Any credits due the State under this Contract may be applied against the Contractor's invoices with appropriate information attached, upon giving of prior Notice required herein, if any, by the State Project Director to the Contractor. The State shall have the right to set off any amounts owed to the Contractor against any damages or charges assessed by the State against the Contractor.

#### **4.12 Advance Payments Prohibited**

No payments in advance of or in anticipation of Services or Equipment to be supplied under this Contract shall be provided by the State.

#### **4.13 Payments to Subcontractors**

Money paid to the Contractor by the State shall be dispersed to its Subcontractors after receipt of the money in accordance with the terms of the Contractor's subcontract. Upon final payment to the Contractor, full payment to the Subcontractors shall be made, provided that there are no bona fide disputes over the Subcontractor's performance under such subcontract.

#### **4.14 Reduction in Price**

If there is a reduction in the work or Services provided to the State by the Contractor, there shall be a corresponding reduction in the Charges the State pays to the Contractor for such work or Services.

## **5 Project Management and Scope**

### **5.1 Overall Responsibilities of Contractor**

The Contractor is responsible for all tasks, Services, and Deliverables required for Transition Services, Implementation Services, and Ongoing Operations of the System, to accommodate Benefit programs, as described in this Contract.

## **5.2 Programs and Issuance Methods**

### **5.2.1 Programs**

The State initially intends to implement the State programs described below with the System. However, the State reserves the right to add, modify, and delete other programs that are on the System or may be supported by the System, at any time, on Notice to the Contractor and in accordance with the Work Authorization process, which may or may not incur costs to the State. The System shall be designed to implement the following programs including without limitation:

- a. CalFresh – which includes the federal Supplemental Nutrition Assistance Program (SNAP) and the California Food Assistance Program (CFAP)
- b. Work Incentive Nutritional Supplement (WINS)
- c. California Work Opportunity and Responsibility for Kids (CalWORKs) – federally known as the Temporary Assistance to Needy Families (TANF)
- d. Welfare-to-Work and Cal-Learn Ancillary/Work-Related Cash Benefits
- e. Refugee Cash Assistance (RCA)
- f. General Assistance/General Relief (GA/GR)
- g. Cash Assistance Program for Immigrants (CAPI)
- h. Statewide Utility Assistance Subsidy (SUAS), which replaced the Low-Income Home Energy Assistance Program (LIHEAP)
- i. Restaurant Meals Program (RMP)
- j. Farmers' Market (FM) Program
- k. Golden Advantage Nutrition Program (GANP)
- l. Special Supplemental Nutrition Program for Women, Infants and Children (WIC)

### **5.2.2 Issuance Methods**

The State also reserves the right to add other types of issuance methods such as Paycard technology (e.g., pre-funded branded debit Paycards), vault cards, or other electronic Benefit issuance methods that are or may be supported by the System. The addition of other types of issuance methods may be made at any time on Notice to the Contractor and made in accordance with the Work Authorization process, which may or may not incur costs to the State.

## **5.3 Supplemental Contracts**

The State may undertake or award supplemental contracts for work related to this Contract or any portion thereof. The Contractor shall fully cooperate with such other contractors and the State in all such cases. To the extent that such cooperation requires

additional work on the part of the Contractor which is beyond the scope of work outlined herein, the parties will follow the Work Authorization process.

## **5.4 Problem Reports**

The Contractor shall provide to the State a list and description of all potential or actual problems, bugs, errors, and Deficiencies known by the Contractor to be in any of the Contractor customer's version of the System or variant of the System used to provide EBT Services, along with a schedule for Resolution thereof. The Contractor shall provide the State with such list and descriptions immediately upon discovery by the Contractor, and include a detailed listing and description in the weekly status Reports (for Transition Services and Implementation Services) or the monthly status Reports, as required by Exhibit A of this Contract. The Contractor shall also provide to the State a list, at this same time, for describing when the problems, bugs, errors, and Deficiencies occurred at the State, the Contractor's own facilities, or other customers of the Contractor.

## **5.5 Limitation of Authority**

### **5.5.1 Waivers and Work Authorizations**

Only the State Project Director or designee by writing (with the delegation to be made prior to action) shall have the express, implied, or apparent authority to waive any clause or condition of this Contract on behalf of the State. Also, any waiver of any clause or condition of this Contract is not effective or binding until made in writing and signed by the State Project Director or designee thereof and approved by the DGS.

### **5.5.2 Changes**

The State Project Director or designee is the only individual that may authorize changes in this Contract. The State Project Director shall delegate in writing authority to authorize changes prior to any changes. All such changes shall be made in writing and approved by the DGS. Any change proposed by any other State employee or an employee of any County shall be of no effect.

## **5.6 Continuous Improvement**

The Contractor shall, on an ongoing basis, as part of its total quality management process, identify, report to the State prior to implementing, and implement ways to improve performance of the Services and identify and apply techniques and tools from other Contractor installations that would benefit the State either operationally or financially.



## **6 Equipment**

### **6.1 Equipment Provided By the Contractor**

The Contractor shall provide Equipment as required in Exhibit A of this Contract. The Contractor shall provide this Equipment in such quantities and in such locations as required by Exhibit A of this Contract.

#### **6.1.1 Condition of Equipment**

All Equipment furnished under this Contract shall be newly manufactured and unused. Used or reconditioned Equipment is prohibited, unless otherwise agreed to in writing and approved in advance by the State Project Director.

#### **6.1.2 Title to Administrative Equipment**

Title of the Administrative Equipment provided by the Contractor under the terms of this Contract shall remain with the Contractor. Title to Licensed Materials and all copies thereof shall remain with the Contractor or others from whom the Contractor has obtained a licensing right.

#### **6.1.3 Delivery**

The Contractor shall strictly adhere to the Delivery Dates and completion schedules specified in this Contract. The quantities specified herein are the only quantities required. If the Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Equipment, and may return them to the Contractor at the Contractor's expense or utilize any other rights available to the State at law or in equity.

#### **6.1.4 Risk of Loss**

The Contractor and its insurers, if any, shall relieve the State, Counties, Local Agencies and other WIC offices, Retailers, the FNS, and others of responsibility for all risk of loss or damage to the Equipment.

#### **6.1.5 Substitutions**

Substitution of Equipment may not be tendered without advance written consent of the State. The Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the State.



**6.1.6 Representations and Warranties**

**6.1.6.1 Equipment**

The Contractor represents and warrants that:

- a. The State's, the Counties', or the Retailers' use and possession of Contractor-provided Equipment will not be interrupted or otherwise disturbed by any person or entity asserting a claim under or through the Contractor.
- b. Contractor-provided Equipment will be free of any rightful claim of any third person or entity based on patent or copyright infringement, trade secret misappropriation, unfair trade practice, or otherwise.
- c. Contractor-provided Equipment will be new and unused, unless otherwise agreed to in writing and approved in advance by the State Project Director.

**6.1.6.2 Conformance**

Each item of Contractor-provided Equipment, component, or feature thereof delivered hereunder will conform to the detailed Specifications of such Equipment, component, or feature.

**6.1.6.3 Reliance**

The Contractor acknowledges that the State is relying on the Contractor's expertise in the choice of Contractor-provided Equipment and its configuration. The Contractor warrants that each item of Equipment, component, or feature thereof delivered hereunder will be as listed in Exhibit A of this Contract, or will be Equipment which meets or exceeds the manufacturer's published specification. Any such configuration shall be deemed incomplete and undelivered if any item of Equipment, component, or feature thereof within that configuration has not been delivered, or, if delivered, not installed or operational in accordance with its manufacturer's published specifications and the Project Workplan.

**7 Licenses**

**7.1 License by Contractor**

**7.1.1 Contractor Materials**

The Contractor hereby grants to the State a nonexclusive, perpetual, and irrevocable license to use, reproduce, publish, prepare derivative works based on, and distribute to agencies within the State and to the Counties the Licensed Materials in conjunction with the Deliverables under this Contract. The Licensed Materials shall be used to fulfill the State's information processing needs in conjunction with the System.

### **7.1.2 Termination of License**

The license hereunder is granted as of the Execution Date and continues until the State or its assignee or transferee discontinues the use of the Licensed Materials. The State will Destroy all copies of Licensed Materials, which has had its license discontinued by the State, within three (3) months after such license discontinuance, except that the State shall have the right to retain a copy of any such Licensed Materials for audit or archival purposes.

### **7.1.3 License Restrictions**

The State agrees to: (i) refrain from reverse engineering, decompiling, cross-compiling, or disassembling any Software included in Licensed Materials; and (ii) reproduce and include the copyright and other proprietary notices and identifications provided by the Contractor on Licensed Materials on any copies that are made of Licensed Materials, in whole or in part, and in any form or media.

## **7.2 License from the State**

### **7.2.1 State Materials**

During the term of this Contract, the State hereby grants to the Contractor a nonexclusive, nontransferable, royalty-free license to use the State Materials internally for the sole purpose of supporting the Contractor's performance under this Contract. Notwithstanding the foregoing, the Contractor shall have no license to reproduce, publish, modify, prepare derivatives, distribute, or sublicense State Materials without prior written consent of the State Project Director.

### **7.2.2 Trademark License**

During the term of this Contract and subject to the limitations of Section 7 of this Contract, the State agrees to and hereby grants to the Contractor a nonexclusive, nontransferable, royalty-free license to use the Marks in the performance of Services under this Contract. The Contractor shall use the Marks in a manner approved by the State Project Director in writing prior to use.

### **7.2.3 Termination of License**

Upon termination, expiration, or cancellation of this Contract for any reason, the Contractor shall immediately cease using State Materials and Marks and shall, at the sole option of the State, either return the State Materials to the State, or Destroy the State Materials and certify to such destruction.

## **8 Deliverables and Services**

### **8.1 General**

The Contractor shall develop and deliver all Deliverables listed in Exhibit A and Exhibit C of this Contract, and all Deliverables and Services listed in a Project Workplan pursuant to Exhibit A of this Contract. The parties acknowledge that additional Deliverables may be added in the future and agree to work together to identify the contents of and Acceptance Criteria for any additional Deliverables.

The Contractor shall use the Contractor's expert knowledge and this Contract as the basis for the development of the Deliverables.

### **8.2 Effect of Acceptance**

By submitting a Deliverable or performing a Service, the Contractor represents that the Deliverable or Service shall meet the Specifications stated or referred to in this Contract. The parties acknowledge and agree that the State's Acceptance of a Deliverable or Service indicates only that it has reviewed the Deliverable or Service and detected no Deficiencies at that time, and that the State's Acceptance of a Deliverable or Service does not discharge any of the Contractor's obligation to ensure comprehensiveness, functionality, or effectiveness of the System as a whole or in any way lessen the Contract requirements. The parties agree that Contract requirements shall be modified only through a Work Authorization or an amendment to this Contract.

### **8.3 Acceptance Process**

#### **8.3.1 Delivery and Review of Deliverables**

The Contractor shall deliver all Deliverables pursuant to this Contract to the State Project Director or designee at the State Project Office for purposes of determining whether the State will give its Acceptance for such Deliverables. The State's review of Deliverables shall be in accordance with the timeframes therefor set forth in a Project Workplan. The State's review period will vary with the complexity and volume of the Deliverable. Unless otherwise specified in a Project Workplan or this Contract, the State will have at least fifteen (15) Business Days for such review, with the first day starting on the next Business Day after delivery.

#### **8.3.2 Acceptance**

The State will provide Acceptance for the Deliverable or Service if it meets the Acceptance Criteria for each Deliverable or Service, including but not limited to the scope and level of detail prescribed in the corresponding Data Item Description. However, if the Acceptance Criteria are not met, the State shall give Notice of its non-Acceptance, with such Notice delineating the reasons for non-Acceptance. The Contractor shall promptly correct the Deliverable or Service and resubmit it to the State

for Acceptance. Rejection of a Deliverable or Service by the State does not allow for slippage of the Schedule regarding subsequent Deliverables or Services. After the Contractor has corrected the Deliverable or Service, the State will verify whether the Deliverable or Service meets the Acceptance Criteria and, in writing, will either give its Acceptance or not accept it following such review.

### **8.3.3 Corrections**

The Contractor shall continue to correct the Deliverable or Service until, (i) Acceptance occurs or, (ii) the State terminates this Contract as permitted herein.

## **8.4 Food and Cash Transition Services Acceptance**

The State will not provide Acceptance of Transition Services until all required Deliverables have been submitted by the Contractor and have received Acceptance by the State.

## **8.5 eWIC EBT Implementation Services Acceptance**

The State will not provide Acceptance of Implementation Services until all required Deliverables have been submitted by the Contractor and have received Acceptance by the State.

# **9 Contractor Staff**

## **9.1 Organization Chart**

The State and the Contractor acknowledge that the Contractor has provided the State with an organization chart of the Contractor's Project team, including names of Key Staff.

## **9.2 Approval of Contractor Staff**

During the term of the Contract, the State reserves the right to approve or disapprove the Contractor Staff, including but not limited to any Subcontractor's staff assigned to this Contract, or to approve or disapprove any proposed changes in Contractor Staff or staffing levels. The State may request, and the Contractor shall remove from work on the Project, the Contractor employees or Subcontractors who the State identifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the Project is deemed to be contrary to the public interest or not in the best interest of the State, provided that such request will be based solely on nondiscriminatory reasons. The Contractor shall have the right to request the withdrawal of any such request upon a showing to the State that the request is not warranted based upon performance of the employee or Subcontractor. Upon request of the State Project Director, the Contractor shall provide the State with a résumé of any

member of the Contractor Staff or a Subcontractor's staff assigned to or proposed to be assigned to any aspect of the performance of this Contract prior to commencing any Services.

### **9.3 Staff Competence and Compliance**

All Contractor Staff proposed by the Contractor as Key Staff and as replacements for other Contractor Staff shall be technically competent and shall have the skills necessary to perform that person's Project activities, including having experience equivalent to that of the person holding that position in the Proposal.

Contractor Staff shall be experienced and fully qualified to engage in the activities and perform the Services required under this Contract. Contractor Staff shall comply with all applicable licensing and operating requirements imposed or required under federal, State, or County law, and other standards of quality generally accepted in the field of the activities of such Contractor Staff.

### **9.4 Key Staff**

#### **9.4.1 Contractor Reassignment of Key Staff**

The Contractor's Key Staff are listed in Exhibit A of this Contract. During the term of this Contract, the Contractor shall not make changes in the assignment of its Key Staff except in the event of death, illness, retirement, disability, termination, or leaving the Contractor's employment and not serving as a consultant or contractor to the Contractor, or subject to mutual agreement by the parties to allow for removal. If a member of the Contractor's Key Staff is unable to perform due to factors beyond the Contractor's reasonable control (e.g., illness, resignation), the Contractor shall use its best efforts in providing suitable substitute personnel.

#### **9.4.2 State Approval of Reassignment**

During the term of this Contract, the Contractor shall not make changes in the assignment of Key Staff without the prior written approval of the State Project Director. The Contractor shall provide Notice of its intent to reassign a Key Staff member and within thirty (30) Days of providing such Notice, the Contractor shall provide the State Project Director with the proposed candidate's résumé. Reassignment by the Contractor of Key Staff shall be subject to liquidated damages as provided in Section 11.5.4.1 of this Contract.

#### **9.4.3 Replacement by the Contractor**

In the event replacement of a Key Staff member is required due to Section 9.4.1 of this Contract, the Contractor shall provide the State Project Director with the proposed replacement candidate's résumé within thirty (30) Days of the date the Key Staff

## PRE-SOLICITATION #16153

member becomes unavailable and allow the State Project Director the opportunity to interview and approve the candidate. If the Contractor does not receive Acceptance of the proposed candidate or fails to submit a résumé as required by this Contract Section, the State will assess liquidated damages as provided in Section 11.5.4.1 of this Contract. The State shall not unreasonably delay or deny approval of the Contractor's personnel. The candidate receiving Acceptance by the State shall be available to start immediately unless otherwise agreed to by the State.

### 9.4.4 Replacement by State

The State Project Director may request that the Contractor replace a Key Staff member and shall advise the Contractor in writing of the basis for the request. In such event, the Contractor shall provide a proposed replacement candidate's résumé within thirty (30) Days of the date the requested replacement is made by the State. If the Contractor does not receive Acceptance of the proposed candidate or fails to submit a resume as required by this Contract Section, the State shall assess liquidated damages as provided in Section 11.5.4.1 of this Contract. The State will not unreasonably delay or deny approval of the Contractor's personnel. The candidate receiving Acceptance by the State shall be available to start immediately unless otherwise agreed to by the State.

### 9.4.5 Privacy and Security Training

Contractor Key Staff are required to complete information privacy and security training and submit to the State a Contractor-provided certification annually. The Contractor shall retain each Key Staff's signed employee training certification for the State's inspection for a period of four (4) years following Contract termination.

### 9.4.6 Submission of Statement of Economic Interests

In accordance with the California Health and Human Services Conflict of Interest Code, each Contractor Key Staff is required to complete a Statement of Economic Interests (Form 700) on an annual basis and within thirty (30) Days of assuming or leaving office. Upon award and prior to beginning work, the Key Staff described in this Contract shall complete and submit a Form 700 to the State Project Director or designee.

The website address for the Form 700 Pamphlet and Form is <http://www.fppc.ca.gov/forms/700-12-13/Form700-12-13.pdf>.

In addition, upon Contract award and every two (2) years thereafter, the Contractor Key Staff must complete the State's online Ethics Training Course at <http://oag.ca.gov/ethics> and submit the certificate of completion to the State Project Director or person designated by the State.

## **10 Additional Warranties**

### **10.1 System and EBT Services**

The Contractor warrants that the System, in whole and in part, including but not limited to the Software source code, database management system, and Data design, and the EBT Services shall function, operate, and perform in all facilities in full and complete conformity with the requirements of this Contract and designs which receive Acceptance, descriptions, and Specifications and will be free from all defects in materials and workmanship and free from defects of design. The warranties set forth herein are in addition to all other warranties, express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

#### **10.1.1 Re-Performance, Repair, and Replacement**

The Contractor shall promptly, and in all cases within the time periods described in Section 11.7.1 of this Contract, and at the Contractor's sole expense, re-perform any Services, correct Deficiencies in all Deliverables, and repair or replace any Equipment not in compliance with all applicable warranties contained in this Contract.

#### **10.1.2 Inurement of Warranties**

All warranties, including special warranties specified herein, shall inure to the benefit of the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or Services.

### **10.2 Services**

The Contractor warrants that:

- a. It shall fully perform, complete, and deliver all work, tasks, Deliverables, goods, and Services required under this Contract. The Contractor shall perform all Services required pursuant to this Contract in a professional manner, with high quality, using best industry practices such as: Institute of Electrical and Electronics Engineers (IEEE), American National Standards Institute (ANSI), International Standards Organization/International Electrotechnical Commission (ISO/IEC), or Project Management Institute (PMI) standards, and in accordance with the standards of the manufacturers of applicable systems' components.
- b. Time is of the essence in connection with the Contractor fulfilling its obligations under the Contract.
- c. It shall give high priority to providing the Services including without limitation developing the Deliverables and correcting any Deficiencies or operational problems.



### **10.3 Four-Digit Date Compliance**

The Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Equipment, Deliverables, and/or Services to the State. "Four-Digit Date Compliant" Equipment, Deliverables, and Services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

### **10.4 No Viruses or Bombs**

The Contractor represents and warrants that the Software provided by the Contractor, including but not limited to any Third-Party Software, under this Contract shall contain no viruses, backdoors, bombs, or other software mechanisms, techniques, or devices designed to intercept and retransmit Data, provide unauthorized use of System resources, disrupt, disable, or stop its processing of Data. Any Third-Party Software warranties against viruses or disruptive software provided by the manufacturer, licensor, or seller of such Software shall include the State as a direct beneficiary.

### **10.5 Covenant against Gratuities**

The Contractor warrants, by signing this Contract, that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer, agent, representative, or employee of the State with a view toward securing this Contract or securing favorable treatment with respect to any determinations concerning the performance of this Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any Equipment or Services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

### **10.6 Good Standing**

The Contractor warrants it is currently in good standing with the State Office of the Secretary of State and qualified to do business in California.

### **10.7 Power and Authority**

The Contractor warrants that it has full power and authority to grant the rights herein granted and will indemnify and hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.



## **11 Additional Rights and Remedies**

### **11.1 Letter of Credit**

#### **11.1.1 Purchase and Renewal**

The Contractor shall, within no later than twenty-one (21) Days of the State issuing the Notice of Contract award, furnish to the State, at no additional cost to the State, an irrevocable Letter of Credit for Transition Services. The irrevocable Letter of Credit for Transition Services shall be from a bank doing business in this State and insured by the Federal Deposit Insurance Corporation in the amount of eight million dollars (\$8,000,000). The term of the irrevocable Letter of Credit for Transition Services shall be from the Contract start date and remain in effect throughout the Transition Services phase until State Acceptance of Transition Services.

The Contractor shall, no less than twenty-one (21) Days prior to the actual start date of Implementation Services, furnish to the State an irrevocable Letter of Credit for Implementation Services, at no additional cost to the State, which may run concurrent to the Transition Services phase. The irrevocable Letter of Credit for Implementation Services shall be independent of and in addition to the irrevocable Letter of Credit for Transition Services. The irrevocable Letter of Credit for Implementation Services shall be from a bank doing business in this State and insured by the Federal Deposit Insurance Corporation in the amount of three million dollars (\$3,000,000). The term of the irrevocable Letter of Credit for Implementation Services shall be from the actual start date of Implementation Services and remain in effect throughout the Implementation Services phase until State Acceptance of Implementation Services.

If the expiration date on either the irrevocable Letter of Credit for Transition Services or the irrevocable Letter of Credit for Implementation Services occurs prior to State Acceptance of Transition Services or State Acceptance of Implementation Services, respectively, the Contractor shall provide the State with an extension of the irrevocable Letter of Credit for Transition Services or the irrevocable Letter of Credit for Implementation Services that shall be valid until at least thirty (30) Days after the revised date for the successful completion of Transition Services or Implementation Services.

#### **11.1.2 Beneficiary**

The OSI shall be identified as the beneficiary. The Letter of Credit, including the terms and conditions for collecting on the Letter of Credit, shall have been reviewed and pre-accepted by the State.

## **11.2 State Acceptance of Food and Cash Transition Services**

The Contractor acknowledges and agrees that unsuccessful completion and therefore non-Acceptance of Transition Services shall cause the State to incur continued and additional costs. The Contractor shall be liable and agrees to reimburse the State the actual cost incurred as a result of failing to achieve State Acceptance of Transition Services including, without limitation, any actual costs for EBT Services provided by the incumbent EBT contractor (Xerox State & Local Solutions, Inc.).

## **11.3 State Acceptance of eWIC EBT Implementation Services**

The Contractor acknowledges and agrees that unsuccessful completion and therefore non-Acceptance of Implementation Services, solely resulting from the Contractor's acts or omissions, shall cause the State harm. The Contractor shall be liable and agrees to reimburse the State the actual cost incurred as a result of failing to achieve State Acceptance of Implementation Services.

## **11.4 Withholds**

### **11.4.1 Withholding Payments**

The State shall have the right to withhold or delay payments to the Contractor, in whole or in part, if the Contractor fails to perform its obligations set forth in this Contract.

### **11.4.2 Release of Payment Withholds**

The State shall withhold such payment described above or a portion thereof until Acceptance of the Deliverable or Service for which the payment withhold is associated or as otherwise provided in this Contract. Acceptance shall not be unreasonably withheld or delayed.

### **11.4.3 Customer Service**

The Contractor shall ensure that Customer Services comply with Exhibit A of this Contract. In the event the State conducts an audit of the Customer Services and finds the Contractor is not in compliance with Exhibit A of this Contract, and the Contractor fails to implement the audit report recommendations or fails to correct noted Deficiencies within thirty (30) Days of receipt of Notice from the State, the State shall withhold ten percent (10%) of each monthly invoice until the Contractor demonstrates to the State Project Director that it has corrected the previously identified Deficiencies. In addition, the Contractor shall reimburse the State for the cost of such audit.

## **11.5 Liquidated Damages**

### **11.5.1 Acknowledgement of Harm**

The parties agree that any delay or failure by the Contractor to timely perform its obligations by the dates in a Project Workplan and in accordance with the Acceptance Criteria, Specifications, and other requirements in this Contract will interfere with the proper and timely Implementation of the System and Services, to the loss and damage of the State. Further, the State will incur costs to maintain the functions that would have otherwise been performed by the Contractor. In addition, this Contract uses Performance Standards to promote necessary system performance for the California EBT System. The Performance Standards focus on parameters as they relate to meeting business objectives. When a Performance Standard is not met, a negative effect results. The System is a high availability System, and it is anticipated that the most critical and severe outages will prompt an immediate response from the Contractor to restore the System. Such a critical outage is not expected to continue for an extended period. For the purposes of defining liquidated damages, the State Project Director shall assess damages in accordance with this Section 11.5 and Section 11.7 of this Contract.

### **11.5.2 Limitation of Liability for Liquidated Damages**

Liquidated damages will not be assessed if the Contractor's delay or failure to timely perform its obligations was caused by factors beyond the reasonable control and without any material error or negligence of the Contractor Staff or its Subcontractors.

### **11.5.3 Payment of Liquidated Damages**

For the amount of any such damages, the State shall have the right to reduce the amount of payment due hereunder to the Contractor or require direct payment therefor from the Contractor to the State. The parties agree that the damages herein provided are difficult to establish and the Contractor shall pay the amounts in Section 11.5 and Section 11.7 of this Contract as liquidated damages and not as a penalty.

### **11.5.4 Liquidated Damages – Specific Amounts**

#### **11.5.4.1 Key Staff**

The Contractor shall provide Key Staff pursuant to staffing requirements contained in Exhibit A of this Contract. In the event the Contractor does not provide required Key Staff as identified in Exhibit A of this Contract, or provide State access to required Key Staff, the State Project Director shall assess liquidated damages at the rate of \$2,500 per Business Day for each required Key Staff not so provided, unless the failure to provide access to such Key Staff is due to voluntary or involuntary termination.

**11.5.4.2 Work Authorizations**

The Contractor shall complete the Services in an approved Work Authorization including all Documentation in accordance with this Contract and the initial Schedule for completion agreed to by the parties. If the Contractor does not complete the Services including all Documentation in conformance with this Contract and the initial Schedule agreed to by the parties or such other date as mutually agreed, the State Project Director shall assess liquidated damages at the rate of \$2,500 per Work Authorization for each Calendar Day that the Services and Documentation are not completed by the Contractor or are rejected by the State Project Director.

**11.5.4.3 Deliverables**

If the Contractor does not receive Acceptance for the following Deliverables in conformance with the Acceptance process set forth in Section 8.3 of this Contract and due dates as specified in Sections 11.5.4.3.1 through 11.5.4.3.7 below, the State Project Director shall assess liquidated damages at the rate of \$2,500 per Deliverable for each Calendar Day the Deliverable is late or rejected by the State Project Director.

**11.5.4.3.1 EBT Services Workplans**

**11.5.4.3.1.1 Food and Cash Transition Services Workplan**

Which has not been delivered to the State Project Director to review for Acceptance within thirty (30) Calendar Days following the Execution Date; or

Which has not received Acceptance from the State Project Director within forty-five (45) Business Days following the Execution Date or within ten (10) Business Days of the receipt by the Contractor of comments from the State Project Director rejecting the *Food and Cash Transition Services Workplan* as delivered, whichever is later.

**11.5.4.3.1.2 eWIC EBT Implementation Services Workplan**

Which has not been delivered to the State Project Director to review for Acceptance within thirty (30) Calendar Days following the start of Implementation Services; or

Which has not received Acceptance within fifteen (15) Business Days of the receipt by the Contractor of comments from the State Project Director rejecting the *Implementation Services Project Workplan* as delivered, whichever is later.

**11.5.4.3.2 Statewide Transition Services Plan**

Which has not been delivered to the State Project Director to review for Acceptance within thirty (30) Calendar Days following the Execution Date; or

Which has not received Acceptance from the State Project Director within fifteen (15) Business Days following the Delivery Date specified in the *Food and Cash Transition Services Workplan*.

## PRE-SOLICITATION #16153

### **11.5.4.3.3 Statewide Implementation Services Plan**

Which has not been delivered to the State Project Director to review for Acceptance within thirty (30) Calendar Days following the start of Implementation Services; or

Which has not received Acceptance from the State Project Director within fifteen (15) Business Days following the Delivery Date specified in the *eWIC EBT Implementation Services Workplan*.

### **11.5.4.3.4 Detailed System Design**

#### **11.5.4.3.4.1 Detailed System Design (Food and Cash)**

Which has not been delivered to the State Project Director to review for Acceptance within ninety (90) Calendar Days following the Execution Date; or

Which has not received Acceptance from the State Project Director within fifteen (15) Business Days following the Delivery Date specified in the *Food and Cash Transition Services Workplan*.

#### **11.5.4.3.4.2 Detailed System Design (add eWIC)**

Which has not been delivered to the State Project Director to review for Acceptance on or before the Delivery Date set forth in the *eWIC EBT Implementation Services Workplan*; or

Which has not received Acceptance from the State Project Director within fifteen (15) Business Days following the Delivery Date specified in the *eWIC EBT Implementation Services Workplan*.

### **11.5.4.3.5 Master Test Plan**

#### **11.5.4.3.5.1 Food and Cash Transition Services Master Test Plan**

Which has not been delivered to the State Project Director to review for Acceptance within ninety (90) Calendar Days following the Execution Date; or

Which has not received Acceptance from the State Project Director within fifteen (15) Business Days following the Delivery Date specified in the *Food and Cash Transition Services Workplan*.

#### **11.5.4.3.5.2 eWIC EBT Implementation Services Master Test Plan**

Which has not been delivered to the State Project Director to review for Acceptance on or before the Delivery Date set forth in the *eWIC Implementation Services Workplan*; or

## PRE-SOLICITATION #16153

Which has not received Acceptance from the State Project Director within fifteen (15) Business Days following the Delivery Date specified in the *eWIC EBT Implementation Services Workplan*.

### 11.5.4.3.6 Incident Reports

Which has not been delivered to the State Project Director to review for Acceptance within five (5) Business Days of resolving an unscheduled System outage and other Priority 1 and Priority 2 deficiencies; or

Which has not received Acceptance from the State Project Director within the due date specified by the State Project Director.

### 11.5.4.3.7 Corrective Action Plans

Which has not been delivered to the State Project Director to review for Acceptance within ten (10) Calendar Days of identification of Priority 1 and Priority 2 deficiencies; or

Which has not received Acceptance from the State Project Director within the due date specified by the State Project Director.

### 11.5.4.4 User Acceptance

#### 11.5.4.4.1 Transition Services User Acceptance

The State Project Director shall assess the Contractor liquidated damages of \$7,500 for each Business Day that Acceptance of the User Acceptance Tests is delayed beyond the date specified in the initial *Food and Cash Transition Services Workplan* or such other date as mutually agreed in writing.

#### 11.5.4.4.2 Implementation Services User Acceptance

The State Project Director shall assess the Contractor liquidated damages of \$7,500 for each Business Day that Acceptance of the User Acceptance Tests is delayed beyond the date specified in the initial *eWIC EBT Implementation Services Workplan* or such other date as mutually agreed in writing.

#### 11.5.4.5 Go/No-Go Decision Point

If the Contractor does not receive Acceptance to proceed at a Go/No-Go Decision Point, the State Project Director shall assess the Contractor liquidated damages at the rate of \$10,000 for each Calendar Day beyond that Go/No-Go Decision Point that Acceptance to proceed is delayed.

# PRE-SOLICITATION #16153

## 11.5.4.6 Performance Standards

The State Project Director shall assess the Contractor liquidated damages as set forth below if the Contractor does not meet the applicable System Performance Standards. The Contractor shall provide the State a Report, as applicable, which accurately tracks and reports performance for each of the Performance Standards to be measured under this Contract Section and provides sufficient information for the State to determine whether each Performance Standard has been met.

### 11.5.4.6.1 Transaction Processing Platform

#### 11.5.4.6.1.1 Food and Cash EBT Transaction Processing Platform Uptime Availability

The Contractor shall maintain Food and Cash EBT Transaction Processing Platform uptime availability of ninety-nine and nine tenths percent (99.9%) measured on a monthly basis in accordance with applicable Specifications. This Performance Standard is based on the Transaction Processing Platform running twenty-four (24) hours per Day, seven (7) Days per week, three hundred sixty-five (365) Days per year in accordance with applicable Specifications. Food and Cash EBT Transaction Processing Platform uptime availability is the percentage of time during which the System is processing all Food and Cash EBT POS and ATM transactions in accordance with Exhibit A, including scheduled System maintenance where the Contractor has provided prior notification to the State in accordance with Exhibit A, but not including unscheduled System downtime. Unscheduled System downtime is the time during which the POS and ATM transactions are not processed in accordance with Exhibit A. Any portion of a minute of System downtime shall be calculated as a full minute of System downtime. In any month where the Contractor does not meet this ninety-nine and nine tenths percent (99.9%) Performance Standard, the State Project Director shall assess liquidated damages pursuant to Table 3 of this Contract Section.

**TABLE 3: FOOD AND CASH EBT TRANSACTION PROCESSING PLATFORM UPTIME AVAILABILITY**

<b>Transaction Processing Platform Uptime Availability Achieved</b>	<b>Liquidated Damages Due per Month</b>
Above 99.7% and less than 99.9%	\$10,000
Above 99.5% up to 99.7%	\$25,000
Above 99.3% up to 99.5%	\$50,000
Above 99% up to 99.3%	\$75,000
98% up to 99%	\$100,000
Less than 98%	\$300,000



**11.5.4.6.1.2 Food and Cash EBT Transaction Processing Accuracy**

For each Calendar Day, the Contractor shall maintain a Food and Cash EBT accuracy standard of no more than two (2) transaction processing errors per ten thousand (10,000) Food and Cash EBT POS and ATM transactions processed by the System. A transaction processing error is a transaction that requires an adjustment due to a System error. The State Project Director shall assess liquidated damages in accordance with Table 4 of this Contract Section for each Calendar Day the Contractor fails to meet this Performance Standard.

**TABLE 4: FOOD AND CASH EBT TRANSACTION PROCESSING ACCURACY**

<b>Transaction Processing Errors</b>	<b>Liquidated Damages Due per Day</b>
3 to 6 errors per 10,000 transactions	\$5,000
7 to 16 errors per 10,000 transactions	\$10,000
17 to 32 errors per 10,000 transactions	\$40,000
33 or more errors per 10,000 transactions	\$100,000

**11.5.4.6.1.3 eWIC EBT Transaction Processing Platform Uptime Availability**

The Contractor shall maintain eWIC EBT Transaction Processing Platform uptime availability of ninety-nine and nine tenths percent (99.9%) measured on a monthly basis in accordance with applicable Specifications. This Performance Standard is based on the Transaction Processing Platform running twenty-four (24) hours per Day, seven (7) Days per week, three hundred sixty-five (365) Days per year in accordance with applicable Specifications. eWIC EBT Transaction Processing Platform uptime availability is the percentage of time during which the System is processing all eWIC EBT POS transactions in accordance with Exhibit A, including scheduled System maintenance where the Contractor has provided prior notification to the State in accordance with Exhibit A, but not including unscheduled System downtime. Unscheduled System downtime is the time during which the POS transactions are not processed in accordance with Exhibit A. Any portion of a minute of System downtime shall be calculated as a full minute of System downtime. In any month where the Contractor does not meet this ninety-nine and nine tenths percent (99.9%) Performance Standard, the State Project Director shall assess liquidated damages pursuant to Table 5 of this Contract Section.



# PRE-SOLICITATION #16153

**TABLE 5: eWIC EBT TRANSACTION PROCESSING PLATFORM UPTIME AVAILABILITY**

<b>Transaction Processing Platform Uptime Availability Achieved</b>	<b>Liquidated Damages Due per Month</b>
Above 99.7% and less than 99.9%	\$10,000
Above 99.5% up to 99.7%	\$25,000
Above 99.3% up to 99.5%	\$50,000
Above 99% up to 99.3%	\$75,000
98% up to 99%	\$100,000
Less than 98%	\$300,000

### 11.5.4.6.1.4 eWIC EBT Transaction Processing Accuracy

For each Calendar Day, the Contractor shall maintain a eWIC EBT accuracy standard of no more than two (2) transaction processing errors per ten thousand (10,000) completed eWIC EBT POS transactions. A transaction processing error is a transaction that requires an adjustment due to a System error. The State Project Director shall assess liquidated damages in accordance with Table 6 of this Contract Section for each Day the Contractor fails to meet this Performance Standard.

**TABLE 6: eWIC EBT TRANSACTION PROCESSING ACCURACY**

<b>Transaction Processing Accuracy</b>	<b>Liquidated Damages Due per Day</b>
3 to 8 errors per 10,000 transactions	\$5,000
9 to 16 errors per 10,000 transactions	\$10,000
17 to 32 errors per 10,000 transactions	\$40,000
33 or more errors per 10,000 transactions	\$100,000

### 11.5.4.6.2 EBT Administrative Functions

#### 11.5.4.6.2.1 Food and Cash EBT Administrative Functions Uptime Availability

The Food and Cash EBT Administrative Functions shall operate in accordance with applicable Specifications. For purposes of assessing liquidated damages, the following areas must meet this Performance Standard:

- a. Food and Cash EBT Administrative Application Functions
- b. Food and Cash EBT Host-to-Host processes
- c. Food and Cash Card printing

## PRE-SOLICITATION #16153

d. Food and Cash EBT PIN selection using a PIN selection device

The Contractor shall maintain Food and Cash EBT Administrative Functions uptime availability of ninety-nine and nine tenths percent (99.9%) measured on a monthly basis in accordance with applicable Specifications. This Performance Standard is based on the EBT Administrative Functions operating twenty-four (24) hours per Day, seven (7) Days per week, three hundred sixty-five (365) Days per year in accordance with applicable Specifications. Food and Cash EBT Administrative Functions uptime availability is the percentage of time during which the Food and Cash EBT Administrative Functions are available to End Users, including scheduled System maintenance where the Contractor has provided prior notification to the State in accordance with Exhibit A, but not including unscheduled System downtime. Unscheduled downtime is the time during which Food and Cash EBT Administrative Functions are unavailable to End Users. Any portion of a minute of System downtime shall be calculated as a full minute of System downtime. In any month where the Contractor does not meet this ninety-nine and nine tenths percent (99.9%) Performance Standard, the State Project Director shall assess liquidated damages pursuant to Table 7 of this Contract Section.

This Performance Standard does not apply to failure of Administrative Equipment that is located at County offices.

**TABLE 7: FOOD AND CASH EBT ADMINISTRATIVE FUNCTIONS UPTIME AVAILABILITY**

<b>EBT Administrative Functions Uptime Availability Achieved</b>	<b>Liquidated Damages Due per Month</b>
Above 99.7% and less than 99.9%	\$5,000
Above 99.5% up to 99.7%	\$10,000
Above 99.3% up to 99.5%	\$15,000
Above 99% up to 99.3%	\$25,000
98% up to 99%	\$40,000
Less than 98%	\$100,000

### 11.5.4.6.2.2 eWIC EBT Administrative Functions Uptime Availability

The eWIC EBT Administrative Functions shall operate in accordance with applicable Specifications. For purposes of assessing liquidated damages, the following areas must meet this Performance Standard:

- a. eWIC EBT Administrative Application Functions
- b. eWIC EBT Host-to-Host processes

# PRE-SOLICITATION #16153

The Contractor shall maintain eWIC EBT Administrative Functions uptime availability of ninety-nine and nine tenths percent (99.9%) measured on a monthly basis in accordance with applicable Specifications. This Performance Standard is based on the EBT Administrative Functions operating twenty-four (24) hours per Day, seven (7) Days per week, three hundred sixty-five (365) Days per year in accordance with applicable Specifications. eWIC EBT Administrative Functions uptime availability is the percentage of time during which the eWIC EBT Administrative Functions are available to End Users, including scheduled System maintenance where the Contractor has provided prior notification to the State in accordance with Exhibit A, but not including unscheduled System downtime. Unscheduled downtime is the time during which eWIC EBT Administrative Functions are unavailable to End Users. Any portion of a minute of System downtime shall be calculated as a full minute of System downtime. In any month where the Contractor does not meet this ninety-nine and nine tenths percent (99.9%) Performance Standard, the State Project Director shall assess liquidated damages pursuant to Table 8 of this Contract Section.

**TABLE 8: EWIC EBT ADMINISTRATIVE FUNCTIONS UPTIME AVAILABILITY**

<b>EBT Administrative Functions Uptime Availability Achieved</b>	<b>Liquidated Damages Due per Month</b>
Above 99.7% and less than 99.9%	\$5,000
Above 99.5% up to 99.7%	\$10,000
Above 99.3% up to 99.5%	\$15,000
Above 99% up to 99.3%	\$25,000
98% up to 99%	\$40,000
Less than 98%	\$100,000

### 11.5.4.6.2.3 EBT Batch Processing

EBT batch processing shall operate in accordance with applicable Specifications. The Food and Cash EBT Host System shall process all batch files received from County Eligibility Systems in accordance with the State's *Food and Cash Interface Specification Document*. The eWIC EBT Host System shall process all batch files received from the eWIC MIS in accordance with the State-approved eWIC MIS-EBT Interface Document developed by the eWIC MIS contractor. The State Project Director shall assess liquidated damages pursuant to Table 9 of this Contract Section, not to exceed twenty-five thousand dollars (\$25,000) per Calendar Day.

# PRE-SOLICITATION #16153

**TABLE 9: EBT BATCH PROCESSING**

<b>Time to Start Processing Batch File After Receipt</b>	<b>Liquidated Damages Due per File</b>
Between 1 hour and 4 hours	\$100
4 hours up to 8 hours	\$500
Over 8 hours	\$2,000

### 11.5.4.6.3 Customer Service via ARU

#### 11.5.4.6.3.1 ARU and Customer Service Uptime Availability

The Contractor shall maintain ARU and Customer Service uptime availability of ninety-nine and nine tenths percent (99.9%) measured on a monthly basis in accordance with applicable Specifications. This Performance Standard is based on the ARU and Customer Service functions operating twenty-four (24) hours per Day, seven (7) Days per week, and three hundred sixty-five (365) Days per year in accordance with applicable Specifications. ARU and Customer Service uptime availability is the percentage of time during which all Cardholder and Retailer ARU and Customer Service functions described in Exhibit A are available, including scheduled System maintenance where the Contractor has provided prior notification to the State in accordance with Exhibit A, but not including unscheduled System downtime. Unscheduled downtime is the time during which Cardholder or Retailer ARU or Customer Service functions are unavailable. Any portion of a minute of System downtime shall be calculated as a full minute of System downtime. In any month where the Contractor does not meet this ninety-nine and nine tenths percent (99.9%) Performance Standard, the State Project Director shall assess liquidated damages pursuant to Table 10 of this Contract Section.

**TABLE 10: ARU AND CUSTOMER SERVICE UPTIME AVAILABILITY**

<b>ARU and Customer Service Uptime Availability Achieved</b>	<b>Liquidated Damages Due per Month</b>
Above 99.5% and less than 99.9%	\$5,000
Above 99% up to 99.5%	\$10,000
Above 98% up to 99%	\$20,000
96% up to 98%	\$40,000
Less than 96%	\$75,000

#### 11.5.4.6.3.2 Time to Speak to a Customer Service Representative (CSR)

On a monthly basis, ninety-eight and five tenths percent (98.5%) of all calls transferred from the ARU to a CSR shall be answered within thirty (30) seconds after being

## PRE-SOLICITATION #16153

transferred from the ARU. In any month where the Contractor does not meet this ninety-eight and five tenths percent (98.5%) Performance Standard, the State Project Director shall assess liquidated damages pursuant to Table 11 of this Contract Section.

**TABLE 11: TIME TO SPEAK TO A CSR**

Percentage of Calls	Liquidated Damages Due per Month
Above 98% and less than 98.5%	\$5,000
Above 97% up to 98%	\$15,000
95% up to 97%	\$30,000
Less than 95%	\$50,000

### 11.5.4.6.4 Customer Service via Websites and Mobile Device Applications

The Contractor shall maintain Cardholder Website, Retailer Website, and Cardholder Mobile Device Application uptime availability of ninety-nine and nine tenths percent (99.9%) measured on a monthly basis in accordance with applicable Specifications. This Performance Standard is based on the Cardholder Website, Retailer Website, and Cardholder Mobile Device Application functions operating twenty-four (24) hours per Day, seven (7) Days per week, and three hundred sixty-five (365) Days per year in accordance with applicable Specifications. Cardholder Website, Retailer Website, and Cardholder Mobile Device Application uptime availability is the percentage of time during which all Cardholder Website, Retailer Website, and Cardholder Mobile Device Application functions described in Exhibit A are available, including scheduled System maintenance where the Contractor has provided prior notification to the State in accordance with Exhibit A, but not including unscheduled System downtime. Unscheduled downtime is the time during which Cardholder Website, Retailer Website, and Cardholder Mobile Device Application functions are unavailable. Any portion of a minute of System downtime shall be calculated as a full minute of System downtime. In any month where the Contractor does not meet this ninety-nine and nine tenths percent (99.9%) Performance Standard, the State Project Director shall assess liquidated damages pursuant to Table 12 of this Contract Section.

# PRE-SOLICITATION #16153

**TABLE 12: CARDHOLDER WEBSITE, RETAILER WEBSITE, AND CARDHOLDER MOBILE DEVICE APPLICATION UPTIME AVAILABILITY**

<b>Cardholder and Retailer Websites and Mobile Device Application Uptime Availability Achieved</b>	<b>Liquidated Damages Due per Month</b>
Above 99.5% and less than 99.9%	\$5,000
Above 99% up to 99.5%	\$7,500
Above 98% up to 99%	\$15,000
96% up to 98%	\$30,000
Less than 96%	\$50,000

### 11.5.4.6.5 Benefit Posting

The Contractor shall post Benefits to Clients' Accounts submitted through the batch File Interfaces in accordance with the schedule(s) specified in Exhibit A of this Contract. The State Project Director shall assess liquidated damages in accordance with Table 13 of this Contract Section for each Day the Contractor fails to meet this Performance Standard. In the event there are multiple timeframes, the Contractor shall meet each one.

**TABLE 13: BENEFIT POSTING**

<b>Benefits Posted Overdue</b>	<b>Liquidated Damage Due Per Day</b>
Up to 1 hour	\$5,000
Over 1 hour up to 2 hours	\$10,000
Over 2 hours up to 3 hours	\$20,000
Over 3 hours up to 5 hours	\$50,000
Over 5 hours up to 8 hours	\$75,000
More than 8 hours	\$100,000

### 11.5.4.6.6 Settlement and Reconciliation Accuracy

The Contractor shall perform the tasks necessary to accomplish daily Settlement and Reconciliation. Settlement and Reconciliation shall include the programs listed in Section 5.2.1.

#### 11.5.4.6.6.1 Food and Cash EBT Settlement and Reconciliation Accuracy

The Contractor shall perform Food and Cash EBT Settlement and Reconciliation with one hundred percent (100%) accuracy. For purposes of assessing liquidated damages, one hundred percent (100%) accuracy means:

## PRE-SOLICITATION #16153

- a. The daily amount of food Benefit Settlement requested through the Automated Standard for Application for Payments (ASAP) system accurately represents all redemption debits, credits, and adjustments that were transacted on that Settlement Day;
- b. The ASAP request for funding of food Benefit Settlement is initiated timely to allow Settlement on the next Business Day following the calendar date on which funds are transferred for Settlement;
- c. The daily food Benefit issuance and returns reported in Account Management Agent (AMA) accurately represent all new Benefits posted to Client Accounts and all Benefits removed from Client Accounts and returned to the appropriate governmental entity on that Settlement Day;
- d. The daily File containing total values posted for deposits and expungements is transmitted for entry into the AMA system on the next Business Day following the calendar date on which funds are transferred for Settlement;
- e. The daily amount of funds drawn from County bank accounts for cash Benefit Settlement accurately represents all redemption debits, credits, and adjustments that were transacted on that Settlement Day;
- f. The ACH request for County funding of cash Benefit Settlement is initiated timely to allow Settlement on the next Business Day following the calendar date on which funds are transferred for Settlement;
- g. Cash Benefit Settlement values are displayed in the Food and Cash EBT administrative application in accordance with Exhibit A and accurately represent the ACH request for County funding of cash Benefit Settlement;
- h. The daily amount of funds deposited into Retailer and Third-Party Processor bank accounts for food and cash Benefit Settlement accurately represents all redemption debits, credits, and adjustments that were transacted on that Settlement Day; and
- i. The ACH request for payment of food and cash Benefit Settlement is initiated timely to allow Settlement on the next Business Day following the calendar date on which funds are transferred for Settlement.

If the Contractor does not meet any or all of the above Performance Standards, the State Project Director shall assess liquidated damages in the amount of \$5,000 for each Day the Contractor fails to meet such Performance Standard.

### **11.5.4.6.6.2 eWIC EBT Settlement and Reconciliation Accuracy**

The Contractor shall perform eWIC EBT Settlement and Reconciliation with one hundred percent (100%) accuracy. For purposes of assessing liquidated damages, one hundred percent (100%) accuracy means:



## PRE-SOLICITATION #16153

- a. The daily amount of funds drawn from State bank accounts for WIC Benefit Settlement accurately represents all redemption debits, credits, and adjustments that were transacted on that Settlement Day;
- b. The ACH request for State funding of WIC Benefit Settlement is initiated timely to allow Settlement by 3:00 p.m. Pacific Time of the second Business Day after the Settlement Day of the transaction(s);
- c. WIC Benefit Settlement values are displayed in the eWIC EBT administrative application in accordance with Exhibit A and accurately represent the ACH request for State funding of WIC Benefit Settlement.
- d. The daily amount of funds deposited into Retailer and Third-Party Processor bank accounts for WIC Benefit Settlement accurately represents all redemption debits, credits, and adjustments that were transacted on that Settlement Day; and
- e. The ACH request for payment of WIC Benefit Settlement is initiated timely to allow Settlement by 3:00 p.m. Pacific Time of the second Business Day after the Settlement Day of the transaction(s).

If the Contractor does not meet any or all of the above Performance Standards, the State Project Director shall assess liquidated damages in the amount of \$5,000 for each Day the Contractor fails to meet such Performance Standard.

### 11.5.4.6.7 Files and Reports

#### 11.5.4.6.7.1 State Food and Cash EBT Settlement and Reconciliation Files and Reports

The Contractor shall perform the tasks necessary to distribute all daily Food and Cash EBT Settlement and Reconciliation Files and Reports to the State in a timely manner in accordance with Exhibit A and the State-approved *Food and Cash Interface Document and Reports Catalog*. Distribution of Files and Reports is considered timely if all Files and Reports are accurate and successfully transmitted to the State by 10:00 p.m. Pacific Time, following the end of the Settlement Day. The Settlement and Reconciliation files and Reports subject to this Performance Standard include:

- Account Activity File
- Grant Expungement Files
- Unlinked Benefits Files
- Benefit Files
- Benefit Return Files
- Benefit Draw Down Report
- State Issuer Totals Report



## PRE-SOLICITATION #16153

If the Contractor does not meet the Performance Standard, the State Project Director shall assess liquidated damages in accordance with Table 14 of this Contract Section. The liquidated damages shall continue to accrue each twenty-four (24) hour period until all late or inaccurate Files and Reports for the Settlement Day are submitted and are accurate.

**TABLE 14: FOOD AND CASH SETTLEMENT AND RECONCILIATION FILES AND REPORTS**

Files and Reports Overdue	Liquidated Damages
Less than 2 hours	\$1,000
2 hours up to 8 hours	\$2,500
8 hours up to exactly 24 hours	\$5,000

### 11.5.4.6.7.2 County Eligibility System End-of-Day Files

The Contractor shall perform the tasks necessary to distribute all daily end-of-day files to County Eligibility Systems in a timely manner in accordance with Exhibit A and the State-approved *Food and Cash Interface Document*. Distribution of Files is considered timely if all Files are accurate and successfully transmitted to the State by 10:00 p.m. Pacific Time, following the end of the Settlement Day.

If the Contractor does not meet the Performance Standard, the State Project Director shall assess liquidated damages in accordance with Table 15 of this Contract Section. The liquidated damage shall continue to accrue each twenty-four (24) hour period until all late or inaccurate Files are submitted and are accurate.

**TABLE 15: COUNTY ELIGIBILITY SYSTEM END-OF-DAY FILES**

Files	Liquidated Damages
Up to 2 hours	\$1,000
2 hours up to 8 hours	\$2,500
8 hours up to exactly 24 hours	\$5,000

### 11.5.4.6.7.3 eWIC MIS End-of-Day Files

# PRE-SOLICITATION #16153

The Contractor shall perform the tasks necessary to distribute all daily end-of-day files to eWIC MIS in a timely manner in accordance with Exhibit A and the State-approved eWIC MIS-EBT Interface Document developed by the eWIC MIS contractor. Distribution of Files is considered timely if all Files are accurate and successfully transmitted the State by 10:00 p.m. Pacific Time, following the end of the Settlement Day.

If the Contractor does not meet the Performance Standard, the State Project Director shall assess liquidated damages in accordance with Table 16 of this Contract Section. The liquidated damage shall continue to accrue each twenty-four (24) hour period until all late or inaccurate Files are submitted and are accurate.

**TABLE 16: eWIC MIS END-OF-DAY FILES**

Files Overdue	Liquidated Damages
Up to 2 hours	\$1,000
2 hours up to 8 hours	\$2,500
8 hours up to exactly 24 hours	\$5,000

### 11.5.4.6.7.4 EBT System Reports

The Contractor shall perform the tasks necessary to make all System Reports available through the reports application and distribute all System Reports in a timely manner in accordance with Exhibit A and the State-approved *Reports Catalog*. Distribution of Reports is considered timely if all Reports are accurate, available to End Users using the reports application, and successfully transmitted to the State within the timeframes specified in Exhibit A and the State-approved *Reports Catalog*.

If the Contractor does not meet the Performance Standard, the State Project Director shall assess liquidated damages in the amount of \$500 per Business Day for each report that fails to meet this Performance Standard, up to \$15,000 per Business Day.

### 11.5.4.6.8 Correction Request Accuracy

#### 11.5.4.6.8.1 Food and Cash EBT Correction Request Accuracy

The Contractor shall process Food and Cash EBT correction requests with one hundred percent (100%) accuracy. For purposes of assessing liquidated damages, one hundred percent (100%) accuracy means:

- a. All correction requests are properly entered into the System based on information from Cardholders, Retailers, and Third-Party Processors;
- b. All correction requests opened in the System to debit a Cardholder Account are included in the daily Correction Request Activity Files sent to County Eligibility

## PRE-SOLICITATION #16153

Systems in accordance with the State-approved *Food and Cash Interface Document*;

- c. Adjustments are made to Cardholder Accounts for correction requests to debit a Cardholder Account less than seventeen (17) Calendar Days after the correction request is opened in the System without allowing the Cardholder the required time to request a fair hearing;
- d. Adjustments are made to Cardholder Accounts for correction requests to debit a Cardholder Account after the Contractor has been informed that the Cardholder has requested a fair hearing within seventeen (17) Calendar Days after the correction request is opened in the System;
- e. All denied correction requests to credit a Cardholder Account are included in the daily Correction Request Activity Files sent to County Eligibility Systems in accordance with the State-approved *Food and Cash Interface Document*, unless otherwise directed by the State;
- f. All correction requests received from Retailers and Third-Party Processors to credit a Cardholder Account are approved unless a prior correction request for the same transaction was already approved;
- g. All correction requests received from Cardholders for food transactions are approved or denied within fifteen (15) Calendar Days after the correction request is opened in the System;
- h. All correction requests received from Cardholders for cash transactions are approved or denied within twenty-five (25) Calendar Days after the correction request is opened in the System; and
- i. All requests from Counties to make credit and debit adjustments based on the outcome of a fair hearing are processed within one (1) Business Day of the request.

If the Contractor does not meet any or all of the above Performance Standards, the State Project Director shall assess liquidated damages in the amount of \$500 for each correction request that fails to meet such Performance Standard.

### **11.5.4.6.8.2 eWIC EBT Correction Request Accuracy**

The Contractor shall process eWIC EBT correction requests with one hundred percent (100%) accuracy. For purposes of assessing liquidated damages, one hundred percent (100%) accuracy means that each eWIC EBT correction request is processed in accordance with Exhibit A and the State-approved *Error Corrections and Adjustments Manual*.

If the Contractor does not meet the above Performance Standards, the State Project Director shall assess liquidated damages in the amount of \$500 for each correction request that fails to meet such Performance Standard.

**11.6 Other Remedies**

The assessment of liquidated damages shall not constitute a waiver or release of any other remedy the State may have under this Contract for the Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract. Notwithstanding any other term of this Contract, the State may elect, in its discretion, to recover actual damages or seek other remedies caused by the Contractor's failure to perform its obligations under this Contract in lieu of or in addition to assessing liquidated damages, although the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Such actual damages will include, without limitation, State staff time and travel costs.

**11.7 Deficiencies**

Deficiencies identified in the System shall be documented by either party, and if documented by the State, shall be submitted to the Contractor for Resolution. In assigning Deficiency levels, the parties shall use the definitions contained in Table 17 of this Contract Section. The individual reporting the Deficiency shall assign a Priority Level of 1 through Priority Level 4 consistent with Table 17 to each reported Deficiency according to the following guidelines. The assigned Priority Level may be changed at the discretion of the State Project Director. The State Project Director shall provide Acceptance of a Deficiency correction upon his or her determination that the Contractor has successfully implemented a Resolution and completed any associated Deliverables.

**11.7.1 Deficiency Correction Periods**

The Contractor shall fix or correct reported Deficiencies within the correction periods specified in Table 17. The correction period shall commence upon the Contractor's receipt of Notice either from the State or as reported by Contractor Staff. Deficiencies shall be corrected by the Contractor at no additional cost to the State.

**TABLE 17: DEFICIENCY PRIORITY LEVELS DEFINED**

<b>Deficiency Level</b>	<b>Description of Deficiency</b>	<b>Correction Period</b>
Priority Level 1	A Deficiency that prevents an element of the System from achieving its fundamental purpose in whole or in part.	Within 24 hours
Priority Level 2	A Deficiency that prevents an element of the System or Service from processing or meeting the Specifications and no workaround acceptable to the State is available to correct the Deficiency.	Within 5 Days

## PRE-SOLICITATION #16153

Deficiency Level	Description of Deficiency	Correction Period
Priority Level 3	A Deficiency in which the function or Deliverable achieves substantially all of the critical elements for such function or Deliverable, but noncritical elements of the function or Deliverable are implemented such that the function or Deliverable does not meet the Specifications and Acceptance Criteria but does not add undue risk or work effort to the Project (e.g., failure to maintain current plans and Documentation, untimely delivery of management Reports, poor quality System deliverables, or manual intervention is required to complete tasks defined as automated).	Within 30 Days
Priority Level 4	A Deficiency in which cosmetic errors exist in the function or Deliverable, such that the function or Deliverable achieves all of the elements for Acceptance or conforms to the agreed upon Specifications, except for cosmetic errors, but because the errors may be confusing, unprofessional, cumbersome, or not user-friendly, the acceptability of the function or Deliverable is diminished (e.g., misspellings, misleading headings, minor inaccuracies in Documentation, nonconforming screen navigation, or minor failures in maintenance of the Project Schedule).	Within 90 Days

### 11.7.2 Damages Amounts

Following Acceptance of Transition Services, the State shall assess liquidated damages in accordance with Table 18 of this Contract Section for Deficiencies not subject to specific amounts of liquidated damages as provided in Section 11.5.4 of this Contract.

# PRE-SOLICITATION #16153

**TABLE 18: DEFICIENCY LIQUIDATED DAMAGES**

Liquidated Damage	
Condition	Amount
Resolution of each Priority Level 1 Deficiency is not reached within 24 hours.	\$25,000 per Day until resolved
Resolution of each Priority Level 2 Deficiency is not reached within 5 Days.	\$10,000 per Day until resolved
Resolution of each Priority Level 3 Deficiency is not reached within 30 Days.	\$1,000 per Day until corrected
Resolution of each Priority Level 4 Deficiency is not reached within 90 Days.	\$500 per Day until corrected

### 11.7.3 Modifications to Correction Period

The State Project Director may modify the Priority Level and time-to-correct period if in the State Project Director's sole judgment it is in the best interest of the Project. The State Project Director may waive in writing the Contractor's requirement to correct a reported Deficiency if in the State Project Director's sole judgment the Deficiency has been incorrectly reported.

### 11.7.4 Deficiency Correction

#### 11.7.4.1 Deficiency Correction during Transition Services

In addition to its other obligations described in this Contract, the Contractor shall correct all Deficiencies identified during Transition Services before the State will pay amounts agreed upon for completion of successful Transition Services. If the Contractor is unable to correct all Deficiencies arising during Transition Services in accordance with the requirements of this Contract, the State shall have the right to exercise its available remedies.

#### 11.7.4.2 Deficiency Correction during Implementation Services

In addition to its other obligations described in this Contract, the Contractor shall correct all Deficiencies identified during Implementation Services before the State will pay amounts agreed upon for completion of successful Implementation Services. If the Contractor is unable to correct all Deficiencies arising during Implementation Services in accordance with the requirements of this Contract, the State shall have the right to exercise its available remedies.

### **11.8 Reductions in Payments Due**

Amounts due the State by the Contractor, including but not limited to liquidated or other damages, or claims for damages, may be deducted or setoff by the State from any money payable to the Contractor pursuant to this Contract.

### **11.9 Deductions for Errors in Processing Benefits**

The Contractor shall be liable to the State for any errors caused by or arising from the acts or omissions of the Contractor, its officers, employees, agents, or Subcontractors, in processing Benefits or reimbursements, including without limitation any overpayments or duplicate payments and the State's costs and attorneys' fees incurred in collecting such payments, except to the extent such errors arise from the actions of the State, Counties, Local Agencies, or federal agencies. Such liabilities may, at the State's option, be deducted from amounts payable to the Contractor. This liability of the Contractor shall be in addition to any other liability for processing errors established by this Contract or by operation of law. The Contractor shall not draw federal funds to cover overpayments or transactions in excess of State-authorized Client Benefits.

### **11.10 Cover**

If, in the reasonable judgment of the State, a default by the Contractor is not so substantial as to require termination, reasonable efforts to induce the Contractor to cure the default are futile, and the default is capable of being cured by the State or by another resource without unduly interfering with continued performance by the Contractor, the State may provide or procure the Services reasonably necessary to cure the default, in which event the Contractor shall reimburse the State for the reasonable cost of the Services.

### **11.11 Right to Inspect**

The Deliverables and Services being provided by the Contractor and its Subcontractors, if any, pursuant to this Contract shall be available for inspection and review at any reasonable time by representatives of the State including, but not limited to, the State's Independent Verification and Validation vendor and/or Independent Project Oversight consultant.

### **11.12 Transaction Processing Accuracy Standard**

The Contractor shall meet the Transaction Processing Accuracy Standard specified in FNS Regulations 7 Code of Federal Regulations 274.12(h). The Contractor shall provide the State a weekly Report which accurately tracks and reports performance of this Performance Standard and provides sufficient information for the State to determine whether the Performance Standard has been met. In the event the Contractor does not meet this Performance Standard, the Contractor shall immediately research to determine the cause and deliver to the State a corrective action plan. In the event it is



determined that the cause is due to a transaction processing error or errors (e.g., an inappropriate debit posted to a Client Account), the Contractor shall immediately research the Deficiency to determine the cause and correct each such Deficiency. In addition, in the event the Deficiency resulted in a loss to any Client, Cardholder, Retailer, Third-Party Processor, or other party, the Contractor shall promptly reimburse such Client, Cardholder, Retailer, Third-Party Processor, and other party for the actual amount of such Deficiency and the Contractor shall also pay to the State any costs and damages incurred by the State as a result of each such Deficiency.

## **11.13 Stop Work**

### **11.13.1 Issuance of Stop Work Order**

The State Project Director may, at any time, by written stop work order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of up to ninety (90) Days after the stop work order is delivered to the Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this Contract Section. Upon receipt of the stop work order, the Contractor shall immediately comply with the stop work order terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Any applicable Project Workplan shall be delayed on a day-for-day basis if the State Project Director has issued a stop work order to the Contractor and such stop work order is causing delays in completing Services in accordance with the Project Workplan(s). The Project Workplan(s) may be delayed in addition to the day-for-day delays provided in the preceding sentence upon approval by the State Project Director. Within a period of ninety (90) Days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State Project Director shall either:

- a. Cancel the stop work order; or
- b. Terminate the work covered by the stop work order as provided for in Section 19.1.1, Section 19.1.2, or Section 19.6 of this Contract.

### **11.13.2 Cancellation of Stop Work Order**

#### **11.13.2.1 Issuance**

If a stop work order issued under this Contract Section is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State Project Director shall make a reasonable adjustment in the Schedule, the Charges, or both, and this Contract shall be modified in writing accordingly, if:



- a. The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
- b. The Contractor asserts its right to a reasonable adjustment within thirty (30) Days after the end of the period of work stoppage provided that if the State Project Director decides that the facts justify the action, the State Project Director may receive and act upon a proposal submitted at any time before final payment under this Contract.

#### **11.13.2.2 Remedies if Termination for Convenience**

If a stop work order is not canceled and the work covered by the stop work order is terminated in accordance with Section 19.6 of this Contract, the remedies provided in that Contract Section shall apply.

#### **11.13.2.3 Rights and Remedies for Termination for Default**

If a stop work order is not canceled and the work covered by the stop work order is terminated by default, the parties shall pursue their rights and remedies as described in this Contract.

## **12 Work Authorizations**

### **12.1 General**

In the event that additional work must be performed which was wholly unanticipated, but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined, the procedures outlined in this Section will be employed. It is understood and agreed by both parties to this Contract that all of the terms and conditions of this Contract shall remain in force with the inclusion of any such Work Authorization, and such Work Authorization shall in no way constitute a Contract other than as provided pursuant to this Contract.

### **12.2 Enhancements**

#### **12.2.1 State-Required Enhancements**

The Contractor shall promptly produce such Enhancements as the State requests, which may include an additional cost or be at no cost to the State, in accordance with the Work Authorization process. Enhancements to correct any Deficiency shall be provided to the State at no additional cost. Any executed Work Authorization with an associated cost shall be paid from the Unanticipated Costs component in Exhibit B of this Contract.

### **12.2.2 Federally Required Enhancements**

The Contractor shall adapt the System to conform to Enhancements in System requirements due to changes in federal law or regulation enacted after the Execution Date at no cost to the State.

## **12.3 Work Authorization Approval Process**

### **12.3.1 Work Authorization Required**

For each change in work requirements, a Work Authorization shall be prepared. Either party may initiate a proposal for a Work Authorization. For each item of unanticipated work, a Work Authorization will be prepared in accordance with the sample attached as Exhibit F.

### **12.3.2 Content of Work Authorization**

The Contractor shall respond in writing to a Work Authorization issued by the State Project Director within fifteen (15) Business Days of receipt, or such longer time allowed by the State Project Director. Each Work Authorization response shall contain a detailed statement of the purpose, objective, or goals to be performed by the Contractor, a full work description, the job classification or approximate skill level of the personnel to be made available by the Contractor, an identification of all significant material and Deliverables to be developed by the Contractor and delivered to the State, an identification of all significant materials to be delivered by the State to the Contractor, an estimated time schedule for the provisions of these Services by the Contractor, Acceptance Criteria for the work to be performed, the name or identification of the Contractor personnel to be assigned, and the Contractor's estimated work hours required to accomplish the purpose, objective, or goals. The Contractor shall base prices for Work Authorizations on the reasonable number of Contractor Staff hours required multiplied by the Labor Rates for Unanticipated Tasks listed in Exhibit B of this Contract, plus any other reasonable costs to be incurred to effect the change at a fair and reasonable price. When there is a cost impact, i.e., increase or decrease in amounts to be paid under this Contract, the Contractor shall advise the State Project Director in writing of: (i) the increase, including a breakdown of the number of Contractor Staff hours by level of personnel needed to effect this change; or (ii) the decrease. The Contractor shall submit its price for a Work Authorization on both a fixed price and a time and materials basis, either of which the State may choose. The Contractor shall not bill additional Work Authorization hours for any identified Key Staff listed in Exhibit A. The Contractor will be paid for work under a Work Authorization based upon actual time and materials used to perform the authorized work or the fixed price, but no more than the original Work Authorization. The Contractor shall not charge the State for preparing a Work Authorization or any analysis or other documents necessary to evaluate and implement a Work Authorization.

**12.3.3 Inclusion in Contract**

All Work Authorizations must be in writing and approved by the State Project Director and the Contractor prior to beginning work. Upon Acceptance by the State Project Director, each such Work Authorization shall be incorporated into and become a part of this Contract. In no event shall a Work Authorization be deemed to be a separate contract.

**12.3.4 Prior Approval**

In the event any single Work Authorization or the total costs of all Work Authorizations equals to or exceeds ten percent (10%) of the total Contract value, prior approval of the State's control agencies is required prior to Work Authorizations becoming effective.

**12.3.5 Good Faith**

The Contractor and the State shall negotiate in good faith and in a timely manner with regard to all Work Authorizations.

**12.3.6 Stop Work**

The State has the right to require the Contractor to stop or suspend work on a Work Authorization by prior Notice in accordance with Section 11.13 of this Contract.

**12.3.7 Disagreement, Claims, and Termination**

**12.3.7.1 Disagreement**

If the parties are unable to reach agreement within ten (10) Business Days of the Contractor's response to a Work Authorization issued by the State, the State Project Director may make a determination of the fair and reasonable price and schedule and will provide the Contractor with a written explanation in the event of such determination. Following receipt of such written explanation, the Contractor shall immediately proceed with the work according to such price and schedule, subject to the Contractor's right to appeal the State Project Director's determination of the price or schedule pursuant to Section 12.3.7.2 of this Contract. Nothing in this Contract Section shall in any manner excuse the Contractor from proceeding diligently with this Contract as modified by a Work Authorization.

**12.3.7.2 Claims**

Within thirty (30) Calendar Days after receipt of a Work Authorization, unless the period is extended by the State Project Director in writing, the Contractor shall file Notice of its intent to assert a claim through the dispute process contained in Section 20.12 of this Contract. No claim by the Contractor for such an adjustment hereunder shall be allowed if Notice is not given prior to final payment under this Contract.

**12.3.7.3 Termination**

If the Contractor fails or refuses to perform a Work Authorization issued by the State, the Contractor shall be in material breach of this Contract, and the State shall have the right to immediately terminate this Contract for default.

**13 Insurance**

**13.1 Liability and Auto Insurance**

The Contractor shall obtain, before the commencement of its Services herein described, and, during the term of this Contract, maintain, in full force and effect, the insurance coverage described in this Contract Section with an insurance carrier or carriers approved by the State, which approval shall not be unreasonably withheld. The Contractor shall include the State as an additional named insured party in the Contractor's insurance policy obtained hereunder. The minimum acceptable limits and types of coverage shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate limit per occurrence for each of the following categories:

- a. General public liability covering the risks of bodily injury, property damage, and personal injury (including death).
- b. Automobile liability (owned and un-owned) covering the risks of public liability and property damage.
- c. Fidelity bond, covering, among other matters, errors and omissions of the Contractor in performing the Services.
- d. Professional Liability Errors and Omissions, with a deductible not to exceed \$25,000.
- e. Crime Coverage with a deductible not to exceed \$1,000,000 and coverage of not less than \$5,000,000 single limit per occurrence and \$10,000,000 in the aggregate, which shall at a minimum cover occurrences in the following categories: computer fraud; forgery; money and securities; and employee dishonesty.

**13.2 Workers' Compensation Coverage**

**13.2.1 Coverage Required**

Prior to performing Services under this Contract, the Contractor shall provide or purchase workers' compensation coverage for the Contractor's employees, as may be required under applicable law during the term of this Contract. Should the Contractor fail to secure such coverage or fail to pay premiums, as may be required under applicable law, the State may deduct the amount of premiums and any penalties owing from the amounts payable to the Contractor under this Contract and transmit the same to the

appropriate State agency. This provision does not waive any right to collect from the Contractor amounts paid by the State.

### **13.2.2 Payments**

The State shall not be responsible for payment of workers' compensation premiums or for any other claim or benefit for the Contractor, or any Subcontractor or employee of the Contractor, which might arise under the workers' compensation laws during performance of duties and services under this Contract. If the State, upon audit, determines that workers' compensation payments are due and owing as a result of work performed under this Contract, those payments shall be made by the Contractor.

### **13.3 Subcontractors**

The Contractor shall require any and all of its Subcontractors to obtain and maintain similar policies of compensation insurance as described in this Contract Section or be properly certified under applicable State law as self insured. A certificate of such insurance policy carried shall be furnished to the State upon request.

### **13.4 Premiums**

Premiums on all insurance policies shall be paid by the Contractor or its Subcontractors. Such insurance policies provided for the State pursuant to this Contract Section shall expressly provide therein that the State be named as additional insured, and that it shall not be revoked by the insurer until thirty (30) Days notice of intended revocation thereof shall have first been given to the State by such insurer.

### **13.5 Certificates**

The Contractor shall furnish to the State copies of certificates of all required insurance within ten (10) Days of the Execution Date.

## **14 State Property**

### **14.1 Ownership**

The State shall retain title to all Property provided by the State to the Contractor under the Project.

### **14.2 Use of Property**

Any Property provided to the Contractor shall, unless otherwise provided herein, or approved in writing by the State Project Director, be used only for the performance of and subject to the terms of this Contract. The Contractor's use of the Property shall be subject to the State's security, administrative, and other requirements.

### **14.3 Damage to Property**

- a. The Contractor shall be liable for damages arising out of injury to the person and/or damage to Property, employees of the State, County, Local Agency, or consortia, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, Acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor. The Contractor shall repair or replace any damage, destruction, or loss at the facility or Sites caused by the Contractor's acts or omissions.
- b. The Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.

### **14.4 Notice of Damage**

Upon the loss of, destruction of, or damage to any of the Property, the Contractor shall notify the State Project Director thereof and shall take reasonable steps to protect that Property from further damage.

### **14.5 Surrender of Property**

The Contractor shall ensure that the Property will be returned to the State in like condition to that in which it was furnished to the Contractor, reasonable wear and tear excepted. The Contractor shall surrender to the State all Property upon the earlier of expiration or termination of this Contract. The Contractor grants the State the right to enter upon the Contractor's premises for the sole purpose of recovering any of the Property that the Contractor fails to return within thirty (30) Days of termination or expiration of this Contract. Upon failure to return the Property within forty-five (45) Days of this Contract termination or expiration, the Contractor shall be charged with reasonable costs of recovery, including, without limitation, transportation and attorney fees.

## **15 Confidential Information**

### **15.1 Access and Nondisclosure Obligation**

During the term of this Contract, the Contractor and the State will have access to and become acquainted with Confidential Information of the other party. The State and the Contractor, and each of their officers, employees, and agents, shall maintain all Confidential Information of the other party in strict confidence and shall not at any time use, publish, reproduce, or disclose any Confidential Information, except to authorized

employees, contractors, or agents requiring such information, as authorized in writing by the other party, or to perform its obligations as authorized hereunder, unless otherwise required by law.

## **15.2 Protective Measures**

Both parties shall take steps to safeguard the other party's Confidential Information against unauthorized disclosure, reproduction, publication, or use. The Contractor shall have written policies governing access to and duplication and dissemination of all such Confidential Information. The Contractor shall take appropriate action with any persons permitted access to the State's Confidential Information so as to enable the Contractor to hold the Confidential Information in strict confidence and otherwise to satisfy the Contractor's obligations under this Contract. The use or disclosure by either party of any Confidential Information concerning the other party for any purpose not directly connected with the administration of the disclosing party's responsibilities with respect to Service(s) provided under this Contract is prohibited except by prior written consent of the other party.

## **15.3 Security Requirements**

The Contractor, and its officers, employees, contractors, and Subcontractors shall at all times comply with all security standards, practices, and procedures which are equal to or exceed those of the State, including, without limitation, the California Department of Social Services' Confidentiality and Security Requirements contained in the CDSS Manual of Policies and Procedures, Chapter 19, *et. seq.*, and the OSI Information Confidentiality and Security Standards, and which the State may establish from time to time, with respect to information and materials which come into the Contractor's possession and to which the Contractor gains access under this Contract. Such information and materials include, without limitation, all Confidential Information.

## **15.4 Unauthorized Disclosure of Confidential Information**

The Contractor shall immediately report both orally and in writing to the State Project Director any and all unauthorized disclosures or uses of the State's Confidential Information of which it or its Contractor Staff is aware or has knowledge. Each party acknowledges that any publication or disclosure of the other party's Confidential Information to others may cause immediate and irreparable harm to the other party, and if either party should publish or disclose such Confidential Information to others without authorization, the other party shall immediately be entitled to injunctive relief to prevent further harm.

### **15.4.1 Discovery and Notification of Breach**

The Contractor shall notify the State immediately by telephone call, plus e-mail or fax, upon the discovery of breach of security of Personal Information, Sensitive Information,



or Confidential Information (PSCI) in computerized form if the PSCI was, or is reasonably believed to have been, acquired by an unauthorized person, or within one (1) hour by e-mail or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PSCI in violation of this Contract, this provision, the law, or potential loss of confidential Data affecting this Contract. Notification shall be provided to the State Project Director and any persons designated by the State. If the incident occurs after business hours or on a weekend or holiday and involves electronic PSCI, notification shall be provided by telephone and e-mail to the State Project Director or designee.

The Contractor shall take:

- a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- b. Any action pertaining to such unauthorized disclosure required by applicable federal and State laws and regulations.

#### **15.4.2 Investigation of Breach**

The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI and within twelve (12) to twenty-four (24) hours of the discovery, shall notify the State Project Director and any persons designated by the State of:

- a. What Data elements were involved and the extent of the Data involved in the breach;
- b. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PSCI;
- c. A description of where the PSCI is believed to have been improperly transmitted, sent, or utilized;
- d. A description of the probable causes of the improper use or disclosure; and
- e. Whether Civil Code Sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

#### **15.4.3 Written Report**

The Contractor shall provide a written report of the investigation to the State Project Director and any persons designated by the State within five (5) Business Days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed *Corrective*



*Action Plan*, including information on measures that were taken to halt and/or contain the improper use or disclosure.

#### **15.4.4 Notification of Individuals**

The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under State or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The Contractor shall present the time, manner, and content of any such notifications to the State Project Director or designee for approval prior to notifying individuals.

### **15.5 Public Records Act**

#### **15.5.1 Public Records**

Notwithstanding anything to the contrary herein, the Contractor acknowledges that this Contract shall be a public record under State law. Any specific information that is claimed by the Contractor to be Confidential Information must be clearly identified as such by the Contractor. To the extent consistent with State law, the State will maintain the confidentiality of all such information marked Confidential Information.

#### **15.5.2 Request for Disclosure**

The State will notify the Contractor as soon as reasonably practicable of any and all public records requests for the Contractor's Confidential Information in accordance with and subject to applicable State laws regarding disclosure of such Confidential Information. If the Contractor disagrees with disclosure of the Contractor's Confidential Information by the State, the Contractor shall have the right to contest its disclosure in accordance with State law. If the Contractor fails to obtain a court order enjoining disclosure, the State will release the identified requested information on the date specified.

### **15.6 Exceptions**

The following information shall not be considered Confidential Information for the purposes of this Contract: information which was already known to the receiving party, other than under an obligation of confidentiality, at the time of disclosure by the disclosing party; information which was generally available to the public or otherwise part of the public domain at the time of its disclosure to the receiving party; information which now is or hereafter becomes publicly known by other than a breach hereof; information which is developed by one party independently of any disclosures made by the other party of such information; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the public.

## **15.7 Written Staff Contracts**

The Contractor agrees to require Contractor Staff which have access to the State's Confidential Information, to agree in writing to observe and perform all provisions of Section 15 of this Contract applicable to such Contractor Staff. Submission by the Contractor to the State Project Director of the Contractor's current process shall be deemed as meeting this requirement provided the Contractor's current process substantially meets the requirements of Section 15 of this Contract in form and substance.

## **15.8 Survival**

The provisions of Section 15 of this Contract shall remain in effect following the termination or expiration of this Contract.

## **16 Ownership and Rights**

### **16.1 Contractor Ownership**

The Contractor represents and warrants that:

- a. The Contractor or its Subcontractors is the owner of the Licensed Materials and the Developments (including but not limited to the Deliverables) until they are transferred to the State, without violating any rights of any third party.
- b. There is no actual or threatened suit by any such third party based on an alleged violation of the rights granted or licensed by the Contractor to the State and the FNS hereunder.

### **16.2 State Ownership in Developments**

In accordance with federal regulations, the State shall own all right, title, and interest in and to the Development, including but not limited to the Deliverables and the Software (excluding ownership of the Licensed Materials for purposes of this Contract Section). The Contractor shall take all actions necessary and transfer ownership of the Developments to the State upon their Acceptance. All products of the Services, including without limitation the Developments and Data, shall be deemed works made for hire of the State for all purposes of copyright law, and copyright shall belong solely to the State. In the event that any such work is adjudged to be not a work made for hire, the Contractor agrees to assign, and hereby assigns, all copyright in such work to the State. The Contractor shall, at the expense of the State, assist the State or its nominees to obtain copyright, trademarks, or patents for all such works in the United States and any other countries. The Contractor agrees to execute all papers and to give all facts known to it necessary to secure United States or foreign country copyrights and patents, and to transfer or cause to transfer to the State all the right, title, and interest in and to such works. The Contractor also agrees to waive and not assert any moral rights it may

have in any such works. The State shall peacefully and quietly have, hold, possess, and enjoy each Development without suit, molestation, or interruption.

### **16.3 FNS License in Software**

The State shall retain all ownership rights in any software or modifications thereof and associated Documentation developed, designed, or installed with federal financial participation. The FNS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use and to authorize others to use for government purposes such software, modifications, and Documentation. Proprietary operating and third-party software packages which are provided hereunder at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions in Section 16.3 of this Contract.

### **16.4 Future Releases**

Unless otherwise specifically provided in this Contract, or Exhibit A, if improved versions (e.g., patches, bug fixes, updates or releases) of any Software product are developed by the Contractor, and are made available to other licensees, they will be made available to the State at no additional cost only if such are made available to other licensees at no additional cost. If the Contractor offers new versions or upgrades to the Software product, they shall be made available to the State at the State's option at a price no greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.

## **17 Indemnifications**

### **17.1 General**

#### **17.1.1 Acts or Omissions of Contractor**

The Contractor shall, at its expense, indemnify, defend, and hold harmless the State, including employees, officers, contractors, and agents from and against any losses, liability, damages, penalties, costs, fees, including, without limitation, reasonable attorneys' fees or expenses from any claim or action caused by or arising from the acts or omissions of the Contractor, its officers, employees, agents, or Subcontractors, including without limitation:

- a. Claims for bodily injury, death, or damage to property;
- b. Losses for errors or omissions of the Contractor;
- c. Breaches of warranty under this Contract;

## PRE-SOLICITATION #16153

- d. Financial losses resulting from pre-activated Cards that are forwarded to Clients and Cardholders from Card manufacturers;
- e. Fraud and abuse on the part of the Contractor or its representatives or Subcontractors;
- f. Erroneous or duplicate postings to a Client Account by cause of the Contractor;
- g. Losses from transactions performed with Cards issued but not activated by the Cardholder or the Contractor;
- h. Losses from funds drawn from a Client's Account after a Cardholder, WIC Local Agency, or County notified the Contractor that the Card had been lost or stolen;
- i. Damages or losses suffered by a federal or State agency due to negligence on the part of the Contractor;
- j. Loss of Benefits caused by fraud or abuse on the part of the Contractor or its representatives or Subcontractors;
- k. Payment of applicable workers' compensation premiums or any claim for workers' compensation benefits by the Contractor's agents, employees, representatives, or Subcontractors;
- l. Damages or losses caused by or arising from the Contractor's failure to protect the State's Confidential Information pursuant to this Contract including, without limitation, costs incurred by the State in issuing notices to affected parties because of Contractor's failure; and
- m. Claims, taxes, premiums, or assessments grounded in an allegation that the Contractors' employees, agents, or Subcontractors are employees of the State.

### 17.1.2 Conditions for Defense and Payment

The defense and payment described in Section 17.1.1 of this Contract will be conditional upon the following:

- a. The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State shall have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

**17.1.3 Other Claimants**

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the Contractor's agents, employees, or representatives, or any Subcontractor or its employees.

**17.2 Federal Sanctions, Penalties, or Disallowances**

The Contractor shall indemnify the State for any funds the State pays to the federal government or any lost federal funding to the extent sanctions, penalties, disallowances, or other delays resulted from or were caused by the performance of the Contractor.

**17.3 Intellectual Property Indemnity**

**17.3.1 State's Rights to Developments**

The Contractor shall, at its expense, defend, indemnify, and hold harmless the State from any claim or action against the State which is based on a claim that the State's exercise of its rights in the Developments or any one or part thereof under this Contract infringes a patent, copyright, or other proprietary right of a third party or misappropriates a trade secret of a third party, and the Contractor shall pay all liabilities, damages, and costs (including reasonable attorney fees) caused by or arising from such claim, provided that the Contractor is promptly given notice of such claim. The Contractor shall actively defend any action on such claim and all negotiations for its settlement or compromise.

**17.3.2 State Remedies**

In case the Developments, or any one or part thereof, are in such action held to constitute an infringement or misappropriation, or the use thereof is enjoined or restricted, the Contractor shall, at its own expense and in the following order of priorities: (i) procure for the State the right to continue using the Developments; or (ii) modify the Developments to comply with the Specifications and to not violate any intellectual property rights. If neither of these options can reasonably be taken, or if the use of such Developments by the State shall be prevented by injunction, the Contractor agrees to take back such Developments and refund any sums the State has paid the Contractor for the Developments taken back, and make every effort to assist the State in procuring substitute Developments at a cost similar to the amount paid for the original infringing product(s). If, in the sole opinion of the State, the return of such infringing Developments makes the retention of other items of Equipment or Software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating this Contract, or applicable portions thereof, without penalty or termination charge to the State, and the Contractor agrees to take back such Developments, including, but not limited to, Equipment or Software, and refund any sums the State has paid the Contractor.

### **17.3.3 Restrictions on Use**

Notwithstanding the above, the Contractor shall not indemnify the State to the extent that such claims arise from the State's misuse, modification, or other alteration of the Developments and to the extent that such use or modification or other alteration to the Developments caused such infringement or misappropriation claim. However, the State shall be able to exercise its rights in the Developments in any legally permissible way, consistent with its ownership rights authorized under this Contract.

## **18 Limitation of Liability**

### **18.1 Consequential Damages**

In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except as provided below.

### **18.2 Contractor Exceptions for Limitation of Liability**

Contractor shall be liable for consequential, incidental, indirect, special, or punitive damages:

- a. To the extent that the Contractor's liability for such damages is specifically set forth in this Contract;
- b. To the extent that the Contractor's liability for such damages arises out of Section 16 of this Contract;
- c. To the extent that the Contractor's liability for such damages arises out of Section 17.1.1 of this Contract excluding claims arising under provisions calling for indemnification for third-party claims against the State for bodily injury to persons or damage to real or tangible personal property caused by the Contractor's negligence or willful misconduct;
- d. To the extent that the Contractor's liability for such damages arises out of Section 17.2 of this Contract;
- e. To the extent that the Contractor's liability for such damages arises out of Section 17.3 of this Contract or to any other liability (including without limitation indemnification obligations) for infringement of third-party intellectual property rights;
- f. For costs or attorney fees that the State becomes entitled to recover as a prevailing party in any action; or
- g. To claims covered by any specific provision herein calling for liquidated damages.

## **19 Termination**

### **19.1 State's Rights of Termination**

#### **19.1.1 Funding Changes**

The State may immediately terminate this Contract, in whole or in part, effective upon delivery of Notice to the Contractor, or at such later date as may be established in writing by the State, under any of the conditions described below in this Contract Section. A termination by the State pursuant to Section 19.1.1 of this Contract shall not be deemed a termination for default and the Contractor shall be entitled only to payments in accordance with the terms of this Contract for Services rendered prior to the effective date of termination, plus reasonable Charges the Contractor can demonstrate to the satisfaction of the State that have resulted from the termination. Termination pursuant to Section 19.1.1 of this Contract may occur as a result of any of the following conditions:

- a. Funding for this Contract is not appropriated, not obtained, reduced, changed, eliminated, or otherwise modified by applicable funding sources; or
- b. Federal or State statute, regulations, or guidelines are modified, changed, or interpreted in such a way that the Services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.

The State agrees that if it appears likely that this section will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and Deliverables and minimize the incurrence of costs prior to the expiration of funding for this Contract.

#### **19.1.2 Default**

The State Project Director, by Notice to the Contractor, may immediately terminate this Contract in whole or in part in the event of a default by the Contractor and the State shall be relieved of the payment of consideration to the Contractor if the Contractor, for causes within the control of the Contractor, fails to correct or cure any of the failures or events set forth below in Section 19.1.2 of this Contract within thirty (30) Days of receipt of Notice thereof by the State:

- a. If the Contractor fails to provide Services or Deliverables called for by this Contract within the time specified in a Project Workplan or this Contract, or any extension thereof, including without limitation failing to: (i) achieve Acceptance of each of the Deliverables; (ii) meet the milestones for Conversion; or (iii) meet the milestones for federal Acceptance;
- b. If any license or certification required by law or regulation to be held by the Contractor to provide the Services required by this Contract is for any reason denied, revoked, suspended, or not renewed;



## PRE-SOLICITATION #16153

- c. If the Contractor fails to perform any other provision of this Contract, or so fails to pursue the Services as to endanger timely performance of this Contract;
- d. If the State determines that the health, safety, or welfare of persons receiving Services may be in jeopardy by the Contractor's failure to perform;
- e. Based upon a preponderance of the evidence, the State finds that the Contractor has engaged in fraudulent acts in connection with the performance of this Contract;
- f. If the Contractor habitually and regularly fails to correct Priority Level 1 and Priority Level 2 Deficiencies within the timelines set forth in Section 11.7.1 of this Contract;
- g. If the System fails to achieve one or more of the Performance Standards for three (3) consecutive calendar months following Transition Services;
- h. If the Contractor is more than ninety (90) Days behind Schedule as established in a Project Workplan;
- i. If the Contractor habitually and regularly fails to provide the Services, as required by this Contract, within the time specified in a Project Workplan and in accordance with this Contract; or
- j. Based on the preponderance of the evidence, the State finds that there is a violation by the Contractor of the State's then-current conflict of interest rules, unless otherwise waived by the State in writing.

### 19.1.3 Gratuities

The State may, in addition to its other rights, immediately terminate this Contract for default if any gratuities in the form of entertainment, gifts or otherwise, were offered or given by the Contractor to an employee of the State, with a view towards securing this Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to this Contract.

### 19.1.4 Inability to Correct Deficiencies During Cure Period

If the Contractor is unable to:

- a. Correct all Priority Level 1 through Priority Level 3 Deficiencies within the number of Days as required in a Cure Notice or, if not in the Cure Notice, within ten (10) Days of receipt thereof;
- b. Correct all Deficiencies in the System during System demonstration within the number of Days as required by this Contract; or



## PRE-SOLICITATION #16153

- c. Correct all Deficiencies arising during the User Acceptance Testing and to otherwise complete Transition Services and Implementation Services in accordance with the requirements of this Contract, the State may, at its option: (i) immediately terminate this Contract for default; (ii) require the Contractor to provide a replacement Deliverable or Service associated with the Deficiencies within a specified time period; or (iii) require the Contractor to continue working, without additional compensation, until the Deficiencies are corrected or eliminated. If the State returns a Deliverable to the Contractor, the Contractor shall immediately return to the State all payments made to the Contractor for the Deliverable, if any. Title to, and all other rights in, Deliverables returned by the State shall return to the Contractor upon refund of any amounts paid.

### 19.1.5 FNS Requirements

If the Contractor is unable to satisfy all FNS requirements for the System within the number of days of the System's Acceptance as required in a Project Workplan, the State may at its option: (i) immediately terminate this Contract, which termination shall be deemed to be due to the Contractor's default, without penalty to the State and, at the State's option; (ii) require the Contractor to remove any Equipment at the Sites; (iii) request the Contractor to repair the Software for further User Acceptance Tests; or (iv) continue performing the User Acceptance Test on the System and require the Contractor to continue until all FNS requirements are satisfied. In the event the State terminates this Contract as provided in Section 19.1.5 of this Contract, the Contractor shall return to the State all amounts paid by the State for the System, and the State shall return all Deliverables to the Contractor. Title to, and all other rights in, Deliverables returned by the State shall return to the Contractor upon full refund of any amounts paid. The State's option to terminate this Contract under this Contract Section shall remain in effect until successful completion of the User Acceptance Tests.

### 19.2 Cover

If the State terminates this Contract due to the Contractor's default, the State shall thereupon have the right to lease or purchase required Deliverables and Services, and the Contractor shall be liable for damages to the extent provided by law. The State shall thereupon have the right to deduct from any monies due or that thereafter become due to the Contractor or to require the Contractor to pay the State for all additional costs for such Deliverables and Services which shall include, but not be limited to, the following:

- a. Any cost difference between the Deliverables and Services and the replacement Deliverables and Services including without limitation cost incurred by the State for continuation of EBT Services provided by the incumbent EBT contractor; and
- b. All reasonable administrative costs directly related to the termination including but not limited to the costs of procurement.

### **19.3 Withholds**

In the event of a termination for default, the State may withhold from any amounts due the Contractor for such Deliverables or Services such sum as the State determines to be necessary to protect the State against loss or liability. The State will make a reasonable effort to mitigate damages sustained.

### **19.4 Contractor Ineligibility to Bid**

If the State is required to reprocur or acquire from another vendor or vendors any Deliverable or Service covered by this Contract due to a termination for default of the Contractor, the Contractor shall be ineligible to bid on the reprocurement(s), in whole or in part.

### **19.5 Wrongful Termination for Default**

If, after Notice of termination for default, it is determined by the State or a court of competent jurisdiction that the Contractor was not in default or that the Contractor's failure to perform was due to causes beyond its control and without any material error or negligence of the Contractor or any of its Subcontractors or suppliers, the Notice of termination may be deemed by the State to have been issued as a termination for the convenience of the State, and the rights and obligations of the parties shall be governed accordingly.

### **19.6 Termination for Convenience**

The State may terminate, upon thirty (30) Days Notice to Contractor, performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Director of the Office of Systems Integration, or designee, determines that a termination is in the State's interest. The Director of the Office of Systems Integration, or designee, shall terminate by delivering to the Contractor a Notice of termination specifying the extent of termination and the effective date thereof. Upon such Notice and in the time designated by the State in its Notice, the Contractor shall wind down and cease its services as quickly and efficiently as possible, without performing unnecessary Services and by minimizing negative effects on the State from such winding down and cessation of Services. If this Contract is so terminated, the State shall be liable for payment in accordance with the terms of this Contract for Services rendered prior to the effective date of termination and for expenses as described in Section 19.8.3 of this Contract. The State shall be relieved of any further obligations related to such Services.

### **19.7 Termination by Mutual Agreement**

This Contract may be terminated by mutual written agreement of both parties.

## **19.8 Termination Procedure**

### **19.8.1 Available Rights and Remedies**

The rights and remedies of the State provided in Sections 19.2, 19.3, and 19.4 of this Contract shall apply in the event of termination of this Contract for default or convenience, shall not be exclusive, and are in addition to any other rights and remedies by law or equity or under this Contract.

### **19.8.2 Disposition of Property**

In the event of termination, the Contractor shall deliver or convey title to the State or to another entity named by the State any property specifically produced under this Contract, including without limitation Developments, Deliverables, work in process, partially completed plans, drawings, and information as designated by the State. The Contractor shall not be required to deliver any of the Contractor Licensed Materials.

### **19.8.3 Contractor Compensation**

In the event of termination, the State shall pay the Contractor the Charges stated in this Contract for the Deliverables and Services for which the State has given its Acceptance, subject to the State's rights and remedies herein. If the termination is for convenience, the State shall, in its discretion, also pay reasonable Charges the Contractor can demonstrate, to the satisfaction of the State, have resulted from the termination. In determining the reasonable Charges, the Contractor shall use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices.

### **19.8.4 Determination of Amount Due**

In arriving at the amount due to the Contractor there shall be deducted all payments to the Contractor under the terminated portion of this Contract and any claim which the State has against the Contractor under this Contract.

### **19.8.5 Termination Claims**

If the termination is for convenience and the parties are not able to agree on such amounts, the Contractor shall submit a termination claim specifying the amounts claimed due because of the termination for convenience together with cost or pricing data supporting the claim. If the Contractor fails to file a termination claim within ninety (90) Days from the effective date of termination, the State may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay to the Contractor the amount determined.

**19.8.6 Assistance During Termination**

Upon and following termination or expiration of this Contract, each party will assist the other party in the orderly termination of this Contract and the transfer of all assets, tangible and intangible, and of all Services, as may facilitate the orderly, nondisrupted continuation of the Project. Towards this end, the Contractor shall assist the State at the State's request in transitioning the Services to another contractor in accordance with the End-of-Contract Changeover Plan as described in Exhibit A of this Contract. At the request of the State and subject to the Work Authorization process, the Contractor shall continue to perform the duties and responsibilities of this Contract following the normal expiration date of this Contract for a period not to exceed one hundred eighty (180) Days.

**19.8.7 Contractor Actions After Notice of Termination**

After the Contractor receives a written Notice of termination, and except as otherwise directed by the State Project Director, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under Section 19 of this Contract:

- a. Stop work on the date and to the extent specified in a Notice of termination;
- b. Place no further orders and enter into no subcontracts for materials, services, or facilities except as necessary to complete the portion of the work not terminated;
- c. Terminate all subcontracts to the extent they relate to the work terminated;
- d. Settle all outstanding liabilities and provide termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which by the State will be final for purposes of Section 19 of this Contract;
- e. Complete performance of the work not terminated; and
- f. Take any action that may be necessary or as the State may direct for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which the State has or may acquire an interest and to mitigate any potential damages or requests for adjustment or termination settlement to the maximum practical extent.

**20 General Provisions**

**20.1 Americans with Disabilities Act**

The Contractor assures the State that it shall comply with the Americans with Disabilities Act (ADA) of 1990 Public Law 101-336, 28 CFR Part 35, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 *et. seq.*).

## **20.2 Assignment**

The Contractor may not assign or transfer this Contract or any of its rights hereunder, nor delegate any of its duties hereunder, without the prior written consent of the State. The State's consent shall not be unreasonably withheld or delayed. Any attempted assignment, transfer, or delegation in contravention of this Contract Section shall be null and void. This Contract shall inure to the benefit of and be binding upon the parties hereto and their permitted successors and assigns. For purposes of this Contract Section, the State will not unreasonably prohibit the Contractor from freely assigning its right to payment, provided that the Contractor remains responsible for its obligations hereunder.

## **20.3 Assignment of Antitrust Actions**

Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a. In submitting the Proposal to the State, the bidder (i.e., the Contractor) offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, materials or other items, or Services by the bidder for sale to the State pursuant to the bid. Such assignment shall be made and become effective at the time the State tenders final payment to the bidder.
- b. If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
- c. Upon demand in writing by the assignor, the assignee shall, within one (1) year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured hereby, or (b) the assignee declines to file a court action for the cause of action.

## **20.4 Authority**

The Contractor shall have no authority to bind, obligate, or commit the State by any representation or promise without the prior written approval of the State Project Director.

**20.5 Authorization**

The Contractor warrants that it has full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of the Contractor has been properly authorized and empowered to enter into this Contract and to bind the Contractor to each and every one of the terms, conditions, and obligations set forth herein.

**20.6 Binding Effect**

Each party agrees that this Contract binds it and each of its officers, employees, agents, independent contractors, and representatives.

**20.7 Child Support Compliance Act**

The Contractor acknowledges, in accordance with Public Contract Code Section 7110, that:

- a. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The Contractor to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**20.8 Compliance with Health and Safety and Related Laws**

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State of California, including but not limited to the State agency executing this Contract, shall not be held responsible in any way for claims filed by the Contractor or its employees for services performed under the terms of this Contract.

**20.9 Conflicts Between Documents; Order of Precedence**

In the event that there is a conflict between the documents comprising this Contract, the order of precedence shall be as follows:

- a. Contract Amendments;
- b. Work Authorizations;

- c. The terms and conditions in the body of this Contract;
- d. The Exhibits to this Contract, excluding Exhibit D and E of this Contract, in response to the RFP;
- e. The Deliverables provided pursuant to Exhibit C of this Contract;
- f. All other Deliverables;
- g. Exhibit D of this Contract; and
- h. Exhibit E of this Contract in response to the RFP.

## **20.10 Conflict of Interest**

### **20.10.1 Appearance of Conflict**

The Contractor acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interest of the State. Thus, the Contractor agrees to refrain from any practices, activities, or relationships which could reasonably be considered to be in conflict with the Contractor fully performing its obligations to the State under the terms of this Contract, without the prior written approval of the State Project Director. In the event the Contractor is uncertain whether the appearance of a conflict of interest may reasonably exist, the Contractor shall submit to the State Project Director a full disclosure statement setting forth the relevant details for the State's consideration and direction. Failure to promptly submit a disclosure statement shall be grounds for termination of this Contract.

### **20.10.2 Current or Former State Employees**

The Contractor acknowledges it is aware of and shall take no action which causes State employees or officers to be in violation of the following provisions regarding current or former State employees. If the Contractor has any questions on the status of any person rendering services or involved with this Contract, the Contractor will contact the State Project Director immediately for clarification.

#### **20.10.2.1 Current State Employees (Public Contract Code Section 10410)**

No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency unless the employment, activity, or enterprise is required as a condition of regular State employment.

No State officer or employee shall contract on that person's own behalf as an independent contractor with any State agency to provide goods or services.

#### **20.10.2.2 Former State Employees (Public Contract Code Section 10411)**

- a. For the two (2) year period from the date of leaving State employment, no former State officer or employee may enter into a contract in which that person was



## PRE-SOLICITATION #16153

engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Contract while employed in any capacity by any State agency.

- b. For the 12-month period from the date of leaving State employment, no former State officer or employee may enter into a contract with any State agency if that person was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to that person leaving State service.

### 20.11 Debarment and Suspension

#### 20.11.1 Certification

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110, by signing and submitting this Contract, Contractor certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- b. Have not within a three (3)-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Section 22.14.1(b); and
- d. Have not within a three (3)-year period preceding the Execution Date had one or more public transactions (federal, state, or local) terminated for cause or default.

Contractor certifies that it will not contract with a Subcontractor that is debarred or suspended. Contractor further agrees that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions," without modification in all lower tier transactions and in all solicitations for lower tier covered transactions.



**20.11.2 Agreements**

For federally funded agreements in the amount of \$100,000 or more, Contractor agrees to certify that it and its principals are not debarred or suspended from federal financial assistance programs and activities. Contractor agrees to sign and return to the State the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Transactions” (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).

**20.12 Dispute Resolution**

**20.12.1 Process**

**20.12.1.1 Efforts to Resolve Disputes**

The parties shall use their best, good-faith efforts to cooperatively and informally resolve potential disputes and problems that arise in connection with this Contract. When a bona fide dispute arises the process contained in this Contract Section shall be followed. The Contractor shall submit to the State Project Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. The Contractor’s written demand shall contain and be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data is accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the State is liable. The Contractor shall submit the demand within forty-five (45) Days from the time the Contractor discovers, or reasonably should have discovered, the action or occurrence giving rise to a dispute or the right to dispute is waived. If the Contractor is not satisfied with the decision of the State Project Director, the Contractor may appeal the decision to the OSI Director. If the Contractor is not satisfied with the decision of the OSI Director, the Contractor may appeal the decision to an Executive Committee consisting of the executives of the OSI, the CDSS, the CDPH, and the DGS.

**20.12.1.2 Contractor Shall Diligently Proceed with Performance**

Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Equipment or providing of Services in accordance with the State’s instructions. The Contractor’s failure to diligently proceed in accordance with the State’s instructions shall be considered a material breach of this Contract.

**20.12.1.3 Final Decision**

Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the State Project Director or Executive Committee if an appeal

was made. If the State fails to render a final decision within ninety (90) Days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within ninety (90) Days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

**20.12.2 Exceptions**

The parties agree that, except as provided in Section 15.4 of this Contract, the dispute process described in Section 20.12.1 of this Contract shall precede any action in a judicial or quasi-judicial tribunal. This dispute resolution process is the sole administrative remedy available under this Contract.

**20.13 Domestic Partners**

The Contractor certifies that it is in compliance with Public Contract Code Section 10295.3 with regard to benefits for domestic partners. For contracts executed or amended after July 1, 2004, the Contractor may elect to offer domestic partner benefits to the Contractor's employees in accordance with Public Contract Code Section 10295.3. However, the Contractor cannot require an employee to cover the costs of providing any benefits, which have otherwise been provided to all employees regardless of marital or domestic status

**20.14 Drug-Free Workplace Certification**

**20.14.1 Federal Drug Free Act of 1988**

By signing this Contract, the Contractor hereby certifies under penalty of perjury that the Contractor will comply with the federal requirements of the Drug-Free Workplace Act of 1988:

- a. The unlawful manufacture, distribution dispensation, possession or use of a controlled substance is prohibited in the work place.
- b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
- c. Employees must notify their employer of any conviction of a criminal drug statute no later than five (5) days after such conviction.
- d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the State that abuse of this drug will also not be tolerated in the workplace.
- e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

**20.14.2 California Drug Free Act of 1990**

By signing this Contract, the Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Cal. Gov. Code § 8350, *et seq.*) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a);
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - i. The dangers of drug abuse in the workplace;
  - ii. The person's or organization's policy of maintaining a drug-free workplace;
  - iii. Any available counseling, rehabilitation, and employee assistance programs; and
  - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed or resulting Contract:
  - i. Will receive a copy of the company's drug-free policy statement; and
  - ii. Will agree to abide by the terms of the company's statement as a condition of employment on this Contract.
- d. Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both and Contractor may be ineligible for award of any future agreements by the State if the State determines that any of the following has occurred:
  - i. Contractor has made false certification; or
  - ii. Violates the certification by failing to carry out the requirements as noted above.

**20.15 Electronic Waste Recycling Act of 2003**

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. The Contractor shall maintain Documentation and provide reasonable access to its records and documents that evidence compliance.

## **20.16 Entire Contract; Acknowledgement of Understanding**

The State and the Contractor acknowledge and agree to the following:

- a. That they have read this Contract, understand it, and agree to be bound by its terms and conditions; and
- b. That this Contract, including any documents incorporated herein by express reference, is the complete and exclusive statement of the agreement between the parties relating to the subject matter hereof and supersedes all proposals, letters of intent or prior Contracts, oral or written, and all other communications and representations between the parties relating to the subject matter of this Contract.
- c. Notwithstanding Section 20.16(b) of this Contract, the parties agree that if this Contract is silent as to an issue concerning the Project and that issue is addressed in the RFP, then the parties shall comply with the terms in the RFP and the Contractor's corresponding response to those terms in its proposal.

## **20.17 Expatriate Corporations**

The Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Sections 10826 and 10826.1, and is eligible to contract with the State.

## **20.18 Forced, Convict, and Indentured Labor**

### **20.18.1 Sweat-Free Code of Conduct**

- a. Contractor declares under penalty of perjury that no Equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b. The Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).

## **20.19 Force Majeure**

### **20.19.1 Causes of Delays**

Except for defaults of subcontractors at any tier, neither the Contractor nor the State shall be liable for any failure to perform if the failure to perform this Contract arises from causes beyond the reasonable control and without the fault or negligence of the nonperforming Party. Such causes shall include, but are not limited to:

- a. Acts of God or of the public enemy; or
- b. Acts of the federal, state, or county government in either its sovereign or contractual capacity.

### **20.19.2 Subcontractors**

If the failure to perform is caused by the default of a Subcontractor at any tier, and if the cause of the default is beyond the reasonable control of both the Contractor and Subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted goods or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

## **20.20 Governing Law and Venue**

This Contract shall be governed in all respects by and construed in accordance with the laws of the State of California without reference to conflict of law principles. By execution of this Contract, the Contractor acknowledges the exclusive jurisdiction for any action hereunder shall be the Superior Court for the State of California. The exclusive venue of any action hereunder shall be in the Superior Court for Sacramento County, California. Contractor accepts the personal jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of goods shall not apply to this Contract.

## **20.21 Headings**

The headings throughout this Contract are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.

## **20.22 Independent Contractor Relationship**

The Contractor shall perform its duties hereunder as an independent contractor and not as an employee, officer, or agent of the State. The Contractor shall, in its sole discretion, determine when, where, and how Services under this Contract are performed, including but not limited to, supervising its employees' or Subcontractors' methods of working and otherwise controlling their working conditions, and, except

## **PRE-SOLICITATION #16153**

where otherwise provided, furnishing their tools and equipment. The Contractor acknowledges and certifies that its directors, officers, partners, employees, Subcontractors, affiliates, and agents are not officers, employees, or agents of the State or the State of California. The Contractor shall not hold itself out as nor claim to be an officer, employee, or agent of the State of California by reason of this Contract. Neither party shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other except as defined in this Contract or as mutually agreed to under the terms of this Contract. The Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and State income tax and local head tax and any monies paid pursuant to this Contract. The State shall not pay federal taxes, Social Security taxes, or labor and industries contributions for the Contractor. The Contractor's employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to State employees.

### **20.23 Independent Entities**

California Counties, County Eligibility System consortia, and Local Agencies are independent and separate legal entities from the State. As a result, any particular County's, County Eligibility System consortia's, or Local Agency's preparedness, cooperation, and success in becoming operational with EBT is beyond the control of the Contractor or the State. The State shall not be liable to the Contractor or in default under this Contract if a County, County Eligibility System consortia, or Local Agency is not prepared or is late in becoming operational with EBT as scheduled and the Contractor shall not be liable for delays caused by the acts or omissions of a County, County Eligibility System consortia, or Local Agency unless the Contractor would otherwise be able to mitigate the effects of the delay caused by such acts or omissions.

### **20.24 Iran Contracting Act of 2010**

Division 2, Part 1, Chapter 2.7 of the Public Contract Code (PCC), the Iran Contracting Act of 2010, requires at Section 2203 that no one shall submit a proposal for a contract, or enter into or renew a contract, with a public entity for goods or services valued at \$1,000,000 or more if that person (i.e., Bidder or Contractor) engages in investment activities of \$20,000,000 or more as described in PCC Section 2202.5. Contractor certifies under penalty of perjury that it is not identified on a list created pursuant to subdivision (b) of PCC Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of PCC Section 2202.5, or as a person described in subdivision (b) of PCC Section 2202.5, as applicable.



## **20.25 Legal and Regulatory Compliance and Litigation**

### **20.25.1 Compliance**

In the performance of this Contract, the Contractor shall comply with all applicable federal, State, County and local laws, regulations, codes, standards, and ordinances. If the System or Services performed by the Contractor are found to be in violation of such laws, regulations, codes, standards, and ordinances in effect at the Execution Date, the Contractor shall solely be responsible for bringing the Services into compliance at no additional cost to the State. The Contractor further agrees to indemnify the State against any loss, cost, damage, or liability by reason of the Contractor's violation of this provision.

### **20.25.2 World Trade Organization Agreement**

This Contract is subject to the requirements of the World Trade Organization Agreement.

## **20.26 Litigation**

### **20.26.1 Notice of Litigation**

The Contractor shall promptly notify the State in the event that the Contractor learns of any actual litigation in which it is a party in a case which involves Services provided under this Contract. The Contractor shall promptly, after being served with a summons, complaint, or other pleading which has been filed in any federal or State court or administrative agency, deliver copies of such document(s) to the State Project Director. The term "litigation" includes but is not limited to an assignment for the benefit of creditors and filings in bankruptcy, reorganization, or foreclosure.

### **20.26.2 Costs**

In the case the State shall, without any fault on its part, be made a party to any litigation commenced by or against the Contractor in connection with this Contract, the Contractor shall pay all costs and expenses incurred by or imposed on the State, including attorneys' fees, to the extent arising from the acts or omissions of the Contractor, its officers, employees, agents, or Subcontractors.

## **20.27 Loss Leader**

It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business Professions Code. (Pub. Contract Code § 12104.5[b]).

## **20.28 Maintenance and Audit of Records**

### **20.28.1 Maintenance of Records**

The Contractor and its Subcontractors shall maintain a complete file of all records, documents, communications, and other materials which pertain to the Project or the delivery of Services under this Contract and shall be readily separable from other Contractor records. Financial records shall be maintained according to generally accepted accounting principles. The Contractor shall maintain for a period of four (4) years after the expiration or termination of this Contract the above-described records and records that are sufficient to:

- a. Document the performance of all acts required by this Contract;
- b. Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
- c. Demonstrate accounting procedures and practices which sufficiently and properly reflect all expenditures made by the Contractor to perform under this Contract, and all direct and indirect costs of any nature invoiced in the performance of this Contract;
- d. Ascertain that personnel policies, procedures, and practices were in compliance with this Contract and applicable federal and State law; and
- e. Ascertain that all taxes and insurance required by federal and State law and by the terms of this Contract were paid by the Contractor.

### **20.28.2 Right to Audit**

The Contractor agrees that auditors from the OSI, the CDSS, the CDPH, the DGS, the California Bureau of State Audits, the USDA/FNS, or their designated representative(s) shall have the right to inspect, review, and copy any records and supporting documentation pertaining to performance of, compliance with, or quality assurance under this Contract at any time during or after the performance of this Contract up to four (4) years after the termination or expiration of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of four (4) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview Contractor Staff in any subcontract related to performance of this Contract. (Gov. Code § 8546.7, Pub. Contract Code § 10115 *et. seq.*, CCR Title 2, § 1896). This section shall survive the termination or expiration of this Contract for a period of four (4) years.



**20.28.3 Notice of Review**

Whenever reasonably possible, the State shall give the Contractor notice of any monitoring, auditing, observation, or visits by authorized persons to the Contractor's place(s) of business. In addition to other records, such audit may include an audit of the books and records of the Contractor, or any of its Subcontractors or prospective Subcontractors, which are related to the cost or pricing data to the extent required by federal or State laws or regulations including, but not limited to, 7 CFR Part 277.18, and this Contract or any subcontracts. Upon notification, except in exceptional circumstances, by the State to the Contractor, during any working day between the hours of 8:00 a.m. to 5:00 p.m., local time, all documentation, including accounting records, related to this Contract shall be available for and subject to review, inspection, copying (at the State's expense), and audit by the State or the FNS and other personnel duly authorized by the State.

**20.28.4 State Ownership**

All such records, documents, communications, and other materials shall be the property of the State unless otherwise specified herein and shall be maintained by the Contractor and made, to the extent reasonably feasible, accessible within Sacramento County on behalf of the State, for a period of four (4) years from the date of final payment under this Contract, or for such further period as may be necessary to resolve any matters which may be pending, or until an audit has been completed with the following qualification: If an audit by or on behalf of the federal or State government has begun but is not completed at the end of the four (4) year period, or if audit findings have not been resolved after a four (4) year period, the materials shall be retained until the resolution of the audit findings.

**20.28.5 Subcontracts**

The records retention, review, inspection, audit, interview, copying, and other requirements of this Contract Section shall be incorporated by the Contractor in any of its subcontracts.

**20.29 Modifications**

No modification, amendment, alteration, or variation to the terms of this Contract and no waiver of any provisions hereof shall be valid unless in writing and signed by the State Project Director and a duly authorized representative of the Contractor and approved by the DGS. No oral understanding or agreement not incorporated into this Contract shall be binding on any of the parties hereto. The Contractor shall not be authorized to commence performance until such approval has been obtained.

**20.30 National Labor Relations Board Certification**

The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2)-year period because of the Contractor’s failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.

**20.31 Nondiscrimination**

**20.31.1 Employment**

During the performance of this Contract, the Contractor and its Subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, political affiliation, disability (including Human Immunodeficiency Virus [HIV] and Acquired Immunodeficiency Syndrome [AIDS]), medical condition (including cancer), age, marital status, or denial of family care leave. The Contractor and its Subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and its Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900, *et seq.*) and the applicable regulations promulgated there under (CCR, Title 2, § 7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its Subcontractors shall give written notice of their obligations under this Contract Section to labor organizations with which they have a collective bargaining or other Contract. The Contractor shall include the nondiscrimination and compliance provisions of this Contract Section in all subcontracts to perform work under this Contract.

**20.31.2 Government Code Section 11135**

To the extent that this Contract falls within the scope of Government Code Section 11135, the Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its Services.

**20.32 Notice of Delay**

When the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, the Contractor shall, within five (5) Business Days, give notice thereof, including all relevant information with respect thereto, to the State.

## PRE-SOLICITATION #16153

### 20.33 Notices

Except as otherwise permitted herein, any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall be effective if and only if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid, certified mail, return receipt requested, to the parties at the following addresses:

Notice Address for Contractor: <Contractor Designee or Contact>  
<Contractor Name>  
<Contractor Mailing Address, Line 1>  
<Contractor Mailing Address, Line 2>

Notice Address for the State: State Project Director  
California EBT Project  
Office of Systems Integration  
2525 Natomas Park Drive, Suite 200  
Sacramento, CA 95833

Notice Address for Litigation: California Department of Social Services  
Legal Division, Office of the General Counsel  
744 P Street, MS 8-5-161  
Sacramento, CA 95814

Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The Notice address as provided herein may be changed by Notice given as provided above.

### 20.34 Priority Hiring Considerations

If this Contract includes Services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.

### 20.35 Publicity

The award of this Contract to the Contractor is not in any way an endorsement of Contractor or Contractor's services by the State. The Contractor shall not refer to the State of California, any office, agency, or officer thereof, or any State employee, including the head of the State, the State Procurement Officer, or to the Services or Deliverables, or both, provided under this Contract, in any of the Contractor's brochures, advertisements, or other publicity of the Contractor without the prior written consent of the State Project Director. The Contractor agrees to submit to the State Project Director all advertising, sales promotions, news releases, social media content, and other publicity matters relating to this Contract or any Deliverable or Service furnished by the

# PRE-SOLICITATION #16153

Contractor wherein the State's name is mentioned or language used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied. All media contacts with the Contractor about the subject matter of this Contract shall be referred to the State Project Director.

## 20.36 Recycling

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material (as defined in the Pub. Contract Code §§ 12200-12209), in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the Contractor, even if the product or good contains no postconsumer recycled material, and even if the postconsumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of Public Contract Code Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205(b)(2)). A State agency contracting officer may waive the certification requirements if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet web site. Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (Pub. Contract Code § 12203(d)).

## 20.37 Remedies

No remedy conferred by any of the specific provisions of this Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

## 20.38 Safety and Accident Prevention

In performing work under this Contract on State premises or other Sites, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

## 20.39 Severability

If any term or condition of this Contract shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law. To that end, the provisions of this Contract are

declared to be severable. Either party having knowledge of such term or condition shall promptly inform the other of the presumed inapplicability of such term or condition.

**20.40 Small Business Participation and DVBE Participation Reporting Requirements**

- a. If for this Contract the Contractor made a commitment to achieve small business participation, then the Contractor must within sixty (60) days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved (Govt. Code § 14841.)
- b. If for this Contract the Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within sixty (60) days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department:
  - 1) The total amount the prime Contractor received under the Contract;
  - 2) The name and address of the DVBE(s) that participated in the performance of the Contract;
  - 3) The amount each DVBE received from the prime Contractor;
  - 4) That all payments under the Contract have been made to the DVBE; and
  - 5) The actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20.41 Sovereign Immunity**

The parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver by the State of any immunities from suit or from liability that the State may have by operation of law.

**20.42 State Energy Conservation Plan**

Contractor agrees to recognize and comply with the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 23 and 24, the California Code of Regulations, as required by the U.S. Energy, Policy and Conservation Act (P.L. 94-165).

## **20.43 Subcontractors**

### **20.43.1 Process**

The Contractor may, with prior written permission from the State Project Director, enter into subcontracts with third-parties for the performance of any part of the Contractor's duties and obligations. Any such permission may be rescinded at the State's discretion. Subcontractors identified in the Contractor's Proposal shall be deemed to have prior written permission unless the State rejects such Subcontractor in writing. The Contractor is responsible and liable for the proper performance of and the quality of any work performed by any and all Subcontractors. In addition, the Contractor's use of any Subcontractor shall not cause the loss of any warranty from the Contractor or any software manufacturer or provider. The State reserves the right to reject or refuse admission to any of the Contractor or Subcontractor personnel whose workmanship, in the judgment of the State, is deemed to be substandard. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State for any breach in the performance of the Contractor's duties. Any permitted Subcontractor must submit to the State a tax clearance certificate from the Franchise Tax Board showing that all delinquent taxes have been paid. Subcontracts permitted by the State shall be subject to the requirements of this Contract.

### **20.43.2 Subcontractor Warranty**

The Contractor warrants and agrees that any subcontract resulting from its performance under the terms and conditions of this Contract shall include a provision that the Subcontractor will abide by the terms and conditions hereof, as well as all other applicable federal and State laws, and rules and regulations pertinent hereto that have been or may hereafter be established. Also, the Contractor warrants and agrees that all subcontracts shall include a provision that the Subcontractor shall indemnify and hold harmless the State. Any contract between the Contractor and its Subcontractors shall require the Subcontractors to adhere to the same Performance Standards and other standards required of the Contractor. Subcontractors must be certified to work on any equipment for which their services are obtained. Upon written request of the State Project Director, the Contractor shall provide proof of compliance with this Contract Section.

## **20.44 Reference and Background Checks on Staff and Subcontractors**

Due to the confidential nature of the information and materials which will be accessible to the Contractor, the State may conduct or require the Contractor to conduct a reference check on the Contractor Staff to be used to provide the Services. The State also reserves the right to conduct or require the Contractor to conduct criminal history, background checks, and fingerprint checks on the Contractor Staff. The State reserves the right in its sole discretion to reject or secure the replacement of the Contractor Staff from the Project as a result of information produced by any such checks.



**20.45 Survival**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the performance hereof by the parties hereunder shall so survive the completion of the performance, cancellation, or termination of this Contract. In addition, the terms of Section 10.3, Four-Digit Date Compliance; Section 13, Insurance; Section 14, State Property; Section 15, Confidential Information; Section 16, Ownership and Rights; Section 17, Indemnifications; Section 19.8, Termination Procedure; and Section 20, General Provisions, of this Contract shall survive the termination of this Contract.

**20.46 Third-Party Beneficiaries**

It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Contractor. Nothing contained in this Contract shall give to or allow any claim or right of action whatsoever by any third person. It is the express intention of the State and the Contractor that any person or entity, other than the State or the Contractor, receiving Services or Benefits shall be deemed an incidental beneficiary only.

**20.47 Use Tax Collection**

In accordance with Public Contract Code Section 10295.1, the Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. The Contractor further certifies that it will immediately advise the State of any change in its retailer's or seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of Public Contract Code Section 10295.1.

**20.48 Waiver**

Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

**20.49 Water or Air Pollution Violation**

Under the State laws, the Contractor shall not: (i) violate any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (ii) be subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (iii) finally be determined to be in violation of

## **PRE-SOLICITATION #16153**

Office of Systems Integration (OSI)

California Electronic Benefit Transfer (EBT)

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provisions of federal law relating to air or water pollution, including but not limited to: Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).



# PRE-SOLICITATION #16153

## Exhibit A: Statement of Work

This Exhibit A, Statement of Work, contains the Specifications for the California EBT System functionality and other EBT Services as required by the State and this Contract. It includes business, functional and technical requirements to support Food and Cash EBT Transition Services, eWIC EBT Implementation Services, and Ongoing Operations of the System and Services in California.

This Statement of Work (SOW) is divided into the following requirements sets:

	REQUIREMENTS SETS
A.1	Governing Regulations
A.2	Project Management
A.3	EBT System Security
A.4	Cash Access
A.5	Surcharge-Free Cash Access
A.6	Retailer Management
A.7	Business Continuity
A.8	Document Management
A.9	Deficiency Management
A.10	Configuration Management
A.11	Capacity Management
A.12	Training
A.13	End-of-Contract Changeover
A.14	Account Structure
A.15	Transaction Processing
A.16	Third-Party Processors
A.17	EBT Switch
A.18	Correction Requests and Adjustments
A.19	Cardholder and Retailer ARUs
A.20	Cardholder and Retailer Call Centers
A.21	EBT Cards and PIN
A.22	Settlement and Reconciliation
A.23	EBT Database Conversion

## PRE-SOLICITATION #16153

	REQUIREMENTS SETS
A.24	State EBT Administrative Network
A.25	Food and Cash Host-to-Host and Batch Interface
A.26	eWIC MIS Interface
A.27	SARS Interface
A.28	Food and Cash EBT Disaster Services
A.29	Reports
A.30	Testing
A.31	Websites and Browser-Based Applications
A.32	Administrative Applications
A.33	Administrative Application Security
A.34	Fraud County 80
A.35	Reports Application
A.36	Data Warehouse Application
A.37	Ticket Management Application
A.38	Cardholder Website
A.39	Mobile Device Application
A.40	Retailer Website
A.41	Food and Cash Card Printers
A.42	PIN Selection Devices
A.43	EBT-Only POS Devices
A.44	Wireless POS Devices
A.45	Balance Inquiry-Only POS Devices
A.46	Paycards
A.47	EMV Cardstock
A.48	Staffing Qualifications

The requirements are presented in table format, and there is a table for each requirements set. Within the requirements tables, where applicable, the requirements are separated into three (3) areas:

- **EBT All:** These requirements will apply to all programs under EBT Services (currently: food, cash, and WIC [once implemented] Benefits).

## PRE-SOLICITATION #16153

- **Food and Cash EBT only:** These requirements will apply only to EBT Services for food and cash assistance Benefit programs.
- **eWIC EBT only:** These requirements will apply only to EBT Services for the WIC Program.

This SOW also incorporates, by reference, the following Request for Proposal (OSI EBT RFP #XXXXX) appendices:

- **Card Design Specification** (Appendix H). This document presents the requirements for the design of the Food and Cash Card and the WIC Card.
- **County Equipment** (Appendix M). This document identifies and provides the estimated Equipment quantities currently deployed to Sites throughout the State.
- **Deliverable Specification** (Appendix E). This document contains the requirements for Deliverables that must be provided by the Contractor for State Acceptance. The titles of the Deliverables detailed in the Deliverables Specification are in *italics* in this SOW.
- **Food and Cash EBT Interface Specification** (Appendix I) – This document defines the Interfaces between the Food and Cash EBT Host System and the County Eligibility Systems and the Statewide Automated Reconciliation System (SARS). This document describes the processing and record layouts of the messages and Files that make up the host-to-host, Eligibility System batch, and SARS Interfaces, as well as identifies the Data fields for each message and File record.
- **Information Confidentiality and Security Standards** (Appendix F). This document highlights State and industry standards and regulations related to protecting, keeping, and handling confidential California EBT Data.
- **Reports Specification** (Appendix K). This document identifies each Report required per the Contract, and serves as the central repository for the process of creating and managing Reports.
- **Schedule Management Plan** (Appendix D). This document provides the framework for developing and managing an effective Project Schedule to accomplish the goals, objectives, and timelines for Food and Cash EBT Transition Services and for eWIC EBT Implementation Services.

# PRE-SOLICITATION #16153

## A.1 Governing Regulations

### A.1.1 EBT All Regulatory Requirements

#	Requirement
1	The Contractor shall be liable for Contractor errors in the authorization and/or issuance of State and County-administered program Benefits for recipient Accounts as described in 45 Code of Federal Regulations (CFR) 200, 45 CFR 74, and 7 CFR 276.
2	The Contractor shall bear all liability for any losses resulting from errors or omissions including fraud and abuse on the part of the Contractor or its representatives or Subcontractors. These liabilities include, but are not limited to: <ul style="list-style-type: none"><li>a. Any duplicate or erroneous postings of Benefits or void actions to a Cardholder's Account.</li><li>b. Any losses from funds drawn down from an Account after the Cardholder notified the Contractor that the Card had been lost or stolen.</li><li>c. Any losses from transactions performed with Cards issued but not activated by the Cardholder or the Contractor.</li><li>d. Any losses from transactions completed using invalid Food and Nutrition Service (FNS) authorization numbers and invalid WIC merchant identification numbers.</li><li>e. Any damages or losses suffered by a federal, State, or County agency due to negligence on the part of the Contractor.</li><li>f. Loss or misuse of Cards and/or cardstock until Cards and/or cardstock are received at locations designated by the State or Counties.</li></ul>
3	The Contractor shall be in compliance with Internal Revenue Service rules regarding payments made in Settlement of payment Card and third-party transactions, specifically 26 CFR, Part 1, Section 6050W.
4	The Contractor shall follow all applicable federal and State laws, rules, and policies including, without limitation, those relating to EBT and to information security, confidentiality, and privacy.
5	The Contractor shall complete and submit the Iran Contracting Act of 2010 Form each time its Contract is renewed.

# PRE-SOLICITATION #16153

## A.1.2 Food and Cash EBT Only Regulatory Requirements

#	Requirement
6	<p>The Contractor shall be in compliance with FNS federal regulations regarding the federal Supplemental Nutrition Assistance Program (SNAP) (7 CFR) and specifically:</p> <ul style="list-style-type: none"><li>a. Direct Final Rule re: SNAP, Regulation Restructuring: Issuance Regulation Update and Reorganization to Reflect the End of Coupon Issuance Systems; Federal Register, Vol. 75, No. 69, Monday, April 12, 2010; Final Rule re: SNAP: Regulatory Review: Standards for Approval and Operation of SNAP EBT Systems; Federal Register, Vol. 70, No. 68, April 11, 2005.</li><li>b. Final Rule re: SNAP: Electronic Benefit Transfer Benefit Adjustments; Federal Register, Vol. 65, No. 129, Wednesday, July 5, 2000.</li><li>c. Interim Rule re: SNAP: EBT Systems Interoperability and Portability; Federal Register, Vol. 65, No. 158, August 15, 2000.</li><li>d. Final Rule re: SNAP Reauthorization: EBT and Retail Food Stores Provisions of the Food Stamp Reauthorization Act of 2002; Vol. 70, No. 232, Monday, December 5, 2005.</li><li>e. Final Rule and Interim Rule re: Regulatory Review: Standards for Approval and Operation of Food Stamp EBT Systems; Vol. 70, No. 68, Monday, April 11, 2005.</li><li>f. Final Rule re: EBT Systems Interoperability and Portability; Vol. 68, No. 122, Wednesday, June 25, 2003.</li><li>g. Final Rule re: SNAP, Regulatory Review: EBT Provisions of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996; Vol. 65, No. 193, Wednesday, October 4, 2000.</li><li>h. All changes, updates, revisions, and policy interpretations of the federal regulations as enacted by law or the FNS.</li><li>i. Any waiver to the federal regulations granted to the State by the FNS for EBT purposes (see Appendix C, Waivers to Federal Regulations).</li></ul>
7	<p>The Contractor shall adhere to the current approved version of the Quest<sup>®</sup> Operating Rules, which set forth the requirements for the distribution of government Benefits under the Quest<sup>®</sup> Mark.</p>
8	<p>The Contractor shall provide the State, on an annual basis, with a copy of the Contractor's Statement on Standards for Attestation Engagements No. 16 (SSAE16), or an equivalent Report that meets federal regulation 7 CFR 274.1(i).</p>

# PRE-SOLICITATION #16153

## A.1.3 eWIC EBT Only Regulatory Requirements

#	Requirement
9	The Contractor shall be in compliance with FNS federal regulations regarding the WIC Program (7 CFR) and specifically Part 246, Special Supplemental Nutrition Program for Women, Infants and Children.
10	The Contractor shall adhere to the current approved version of the U.S. Department of Agriculture (USDA)-FNS Operating Rules for WIC EBT.
11	The Contractor shall adhere to the EBT-applicable portions of the current approved version of the USDA-FNS Functional Requirements Document for a Model WIC Information System.
12	The Contractor shall adhere to the current approved version of the FNS WIC EBT Technical Implementation Guide.

## A.2 Project Management

### A.2.1 Project Management Requirements

#	Requirement
13	<p>The Bidder shall submit an irrevocable Letter of Credit for Food and Cash Transition Services that:</p> <ul style="list-style-type: none"><li>a. Is from a bank doing business in California and insured by the Federal Deposit Insurance Corporation.</li><li>b. Is in the amount of eight million dollars (\$8,000,000).</li><li>c. Is effective from the start date of the Contract through State Acceptance of the Food and Cash EBT Transition Services.</li><li>d. Identifies the State of California, California Health and Human Services Agency, as the identified beneficiary.</li><li>e. Provides for honor of a draft or demand for payment when presented with a written statement from the State certifying that there has been a loss, damage, or liability resulting from the Contractor's performance or nonperformance of duties and obligations under the Contract, or from the negligence or act of omission by the Contractor or its agents, servants, and employees, and that the amount of the demand or draft is, therefore, now due and payable.</li></ul>
14	If the expiration date on the irrevocable Letter of Credit for Food and Cash Transition Services occurs prior to State Acceptance of Transition Services, the Contractor shall provide the State with an extension of the irrevocable Letter of Credit for Food and Cash Transition Services, with the extension valid until at least thirty (30) Calendar Days after the revised date for the successful completion of Food and Cash Transition Services.

## PRE-SOLICITATION #16153

#	Requirement
15	<p>The Bidder shall submit an irrevocable Letter of Credit for eWIC EBT Implementation Services no later than twenty-one (21) Calendar Days prior to the actual start date for eWIC EBT Implementation Services that:</p> <ul style="list-style-type: none"><li>a. Is from a bank doing business in California and insured by the Federal Deposit Insurance Corporation.</li><li>b. Is in the amount of three million dollars (\$3,000,000).</li><li>c. Is effective from the start date of eWIC EBT Implementation Services through State Acceptance of the eWIC EBT Implementation Services.</li><li>d. Identifies the State of California, California Health and Human Services Agency, as the identified beneficiary.</li><li>e. Provides for honor of a draft or demand for payment when presented with a written statement from the State certifying that there has been a loss, damage, or liability resulting from the Contractor's performance or nonperformance of duties and obligations under the Contract, or from the negligence or act of omission by the Contractor or its agents, servants, and employees, and that the amount of the demand or draft is, therefore, now due and payable.</li></ul>
16	<p>If the expiration date on the irrevocable Letter of Credit for eWIC EBT Implementation Services occurs prior to State Acceptance of Implementation Services, the Contractor shall provide the State with an extension of the irrevocable Letter of Credit for eWIC EBT Implementation Services, with the extension valid until at least thirty (30) Calendar Days after the revised date for the successful completion of eWIC EBT Implementation Services.</p>

## PRE-SOLICITATION #16153

#	Requirement
17	<p>The Contractor shall support the County transition activities during Transition Services, including, but not limited to the following activities:</p> <ul style="list-style-type: none"><li>a. Transition kickoff and County planning—introducing Transition Services to the County, the key timeframes, and overview of County-level Transition Services activities.</li><li>b. County team planning and organization—helping the County determine the structure of its County transition team.</li><li>c. Identifying participants and planning System training.</li><li>d. Identifying System users and capturing information needed to create System users.</li><li>e. Identifying County Equipment needs and planning and installing County Administrative Equipment.</li><li>f. Scheduling and supporting testing of County Settlement.</li><li>g. Communicating with County stakeholders on Transition Services and Cutover.</li><li>h. Monitoring progress on County-related activities.</li><li>i. Conducting a minimum of two (2) onsite visits to the County.</li><li>j. Facilitating monthly conference calls with the County.</li><li>k. Preparing Transition Services materials (such as PowerPoint presentations, reference materials, user guidance, etc.) to support Transition Services.</li></ul>
18	<p>The Contractor’s Project Manager and Contract Manager shall attend weekly status meetings, in person, at the State EBT Project Office in Sacramento, California.</p>
19	<p>As required by the State, additional Contractor Staff shall attend weekly status meetings, in person, at the State EBT Project Office in Sacramento, California or by conference call.</p>
20	<p>At the weekly status meeting, the Contractor shall provide information on activities conducted, activity status, issues, risks, and Work Authorization and Deficiency status.</p>
21	<p>As required by the State, Contractor Key Staff not located in Sacramento shall attend meetings in person at the State EBT Project Office in Sacramento, California.</p>
22	<p>Upon request from the State, the Contractor shall participate in meetings with the State using video conferencing technology that is compatible with Equipment located at the State EBT Project Office.</p>
23	<p>The Contractor shall deliver a <i>Monthly Status Report</i> in accordance with the Deliverables Specification.</p>



## PRE-SOLICITATION #16153

#	Requirement
24	The Contractor shall deliver the <i>Monthly Status Report</i> by the tenth (10 <sup>th</sup> ) Calendar Day of the month following the reporting month.
25	As requested by the State, the Contractor shall participate in internal and external stakeholder group sessions.
26	As requested by the State, the Contractor shall participate in regularly scheduled and ad hoc teleconference calls with the State, Counties, Local Agencies, and/or Eligibility System consortia.
27	The Contractor shall provide Documentation upon State or federal agency request.
28	The Contractor shall require all Contractor employees and all Subcontractor employees to sign a Confidentiality Statement prior to being provided access to Confidential California Data (see Appendix F, Information Confidentiality and Security Standards).
29	The Contractor shall use Project management, word processing, presentation, and spreadsheet products that are compatible with Microsoft Office 2007 or later versions.
30	The Contractor shall deliver a <i>Transition Services Weekly Status Report</i> during Transition Services.
31	The <i>Transition Services Weekly Status Report</i> shall include information and status on activities conducted, upcoming activities, issues, and risks.
32	The Contractor shall develop a format for its <i>Transition Services Weekly Status Report</i> and submit it to the State for Acceptance ten (10) Business Days before the submission of the first Transition Services Weekly Status Report.
33	The Contractor shall deliver the <i>Transition Services Weekly Status Report</i> by 1:00 p.m. Pacific Time on Tuesday of each week.
34	The Contractor's Project Manager, Contract Manager, and Transition Project Manager shall attend weekly Transition Services status meetings.
35	As required by the State, additional Contractor Staff shall attend weekly Transition Services status meetings.
36	The Contractor shall prepare implementation materials to support Implementation Services, such as PowerPoint presentations, reference materials, and user guidance.
37	The Contractor shall deliver an <i>Implementation Services Weekly Status Report</i> during eWIC EBT Implementation Services.
38	The <i>Implementation Services Weekly Status Report</i> shall include information and status on activities conducted, upcoming activities, issues, and risks.

## PRE-SOLICITATION #16153

#	Requirement
39	The Contractor shall develop a format for its <i>Implementation Services Weekly Status Report</i> and submit to the State for Acceptance ten (10) Business Days before the submission of the first Implementation Services Weekly Status Report.
40	The Contractor shall deliver the <i>Implementation Services Weekly Status Report</i> by 1:00 p.m. Pacific Time on Tuesday of each week.
41	The Contractor's Project Manager, Contract Manager, and eWIC Project Manager shall attend weekly eWIC EBT Implementation Services status meetings.
42	As required by the State, additional Contractor Staff shall attend weekly eWIC EBT Implementation Services status meetings in person at the State EBT Project Office in Sacramento, California, or by conference call.
43	The Contractor shall review and provide input into the survey instrument and/or information gathering tool developed by the eWIC MIS contractor to assist Local Agencies and facilities to determine readiness for the new MIS system and the eWIC EBT component of the California EBT System and identify issues and action items.
44	The Contractor shall review and provide content (based on the EBT Project scope of work) to the site readiness checklists developed by the eWIC MIS contractor.
45	The Contractor shall review and provide input (based on the EBT Project scope of work) into the pre-conversion packet of material developed by the eWIC MIS contractor that will assist Local Agencies and clinics with their pre-conversion (Cutover) preparations and needs assessments of their facilities to support the eWIC EBT pilot and the eWIC EBT statewide rollout.
46	The Contractor shall conduct an eWIC EBT readiness review with the State two (2) weeks prior to the start of eWIC EBT Pilot Operations and operations in each Implementation region that includes a Workplan review and Go/No-Go Decision Point.
47	The Contractor shall conduct additional readiness reviews with the State, at no additional cost to the State, in the event of a No-Go Decision Point for eWIC EBT Pilot Operations or the start of operations in an Implementation region.
48	The Contractor shall participate in eWIC Management Information System (MIS) readiness reviews to provide readiness updates on eWIC EBT Implementation Services activities.
49	The Contractor shall participate in CDPH post-pilot conference calls and/or meetings to evaluate the eWIC EBT pilot.

## PRE-SOLICITATION #16153

#	Requirement
50	The Contractor shall participate in CDPH post implementation assessment meetings to review and assess the status of the System, remaining issues and problems, lessons learned, and final Implementation Services results for each eWIC EBT Implementation Services region.
51	The Contractor shall provide input and Data for the eWIC EBT Pilot Operations evaluation.
52	The Contractor shall perform translations in required languages for all components that require multiple languages, including but not limited to: <ul style="list-style-type: none"><li>a. Retailer training materials.</li><li>b. Cardholder <i>Training Materials, Training Posters, and Training Videos</i>.</li><li>c. Cardholder and Retailer Automated Response Units (ARUs).</li><li>d. Automated dialing.</li><li>e. Cardholder and Retailer Websites.</li><li>f. Mobile Device Applications.</li></ul>

### A.2.2 Workplan Management Requirements

#	Requirement
53	The Contractor shall use workplan scheduling products that are compatible with Microsoft Project 2007 or later versions.
54	The Contractor shall prepare a <i>Food and Cash Transition Services Workplan</i> using the instructions provided in the EBT Schedule Management Plan (refer to OSI EBT RFP #XXXXX Appendix D, Schedule Management Plan).
55	The Contractor shall deliver the <i>Food and Cash Transition Services Workplan</i> within thirty (30) Business Days after Contract Execution Date.
56	The Contractor shall provide updates to the <i>Food and Cash Transition Services Workplan</i> as required in the EBT Schedule Management Plan.
57	The Contractor shall report progress on <i>Food and Cash Transition Services Workplan</i> tasks on a weekly basis.
58	The Contractor shall follow the State's process for <i>reporting Food and Cash Transition Services Workplan</i> progress as defined in the EBT Schedule Management Plan.
59	The Contractor shall attend Schedule Change Control Board meetings during Transition Services in accordance with the EBT Schedule Management Plan.
60	The Contractor shall prepare an <i>eWIC EBT Implementation Services Workplan</i> for eWIC EBT using the instructions provided in the EBT Schedule Management Plan.

## PRE-SOLICITATION #16153

#	Requirement
61	The Contractor shall deliver the <i>eWIC EBT Implementation Services Workplan</i> within thirty (30) Business Days, upon Notice by the State, of the start date for Implementation Services.
62	The Contractor shall provide updates to the <i>eWIC EBT Implementation Services Workplan</i> as required in the EBT Schedule Management Plan.
63	The Contractor shall report progress on <i>eWIC EBT Implementation Services Workplan</i> tasks on a weekly basis.
64	The Contractor shall follow the State's process for reporting <i>eWIC EBT Implementation Services Workplan</i> progress as defined in the EBT Schedule Management Plan.
65	The Contractor shall adjust scheduled dates for eWIC EBT Implementation Services activities based on changes to the eWIC MIS Schedule.
66	The Contractor shall attend Schedule Change Control Board meetings during eWIC EBT Implementation Services in accordance with the EBT Schedule Management Plan.

### A.3 EBT System Security

#### A.3.1 System Security Requirements

#	Requirement
67	The Contractor shall comply with the OSI Information Confidentiality and Security Standards (refer to OSI EBT RFP #XXXXX Appendix F, Information Confidentiality and Security Standards).
68	The Contractor shall classify System Data pursuant to the California State Administrative Manual (SAM) Section 5305.5.
69	The Contractor shall comply with the following: <ul style="list-style-type: none"><li>a. The California Information Practices Act (Civil Code §1798 <i>et. seq.</i>).</li><li>b. Security Provisions of the SAM (Chapters 5100 and 5300) and the California Information Management Manual (SIMM) (§§ 58-C, 58-D, 66-B, 5305-A and B, 5325-A and B, 5330-A, B, and C, 5340-A, B, and C, and 5360-B).</li><li>c. Privacy provisions of the Federal Privacy Act of 1974.</li></ul>
70	The Contractor shall administer security for California EBT Services delivery in accordance with the State-accepted <i>System Security Plan</i> .
71	The Contractor shall, as may be required by law or by changes in the standards governing its <i>System Security Plan</i> , or for the purpose of better risk management, propose modifications to the <i>System Security Plan</i> for State approval.

## PRE-SOLICITATION #16153

#	Requirement
72	The Contractor shall utilize physical security and access control Systems to limit access to any Contractor and Subcontractor facilities used to process EBT Cards, process EBT Data, or house any EBT Data, to only authorized personnel and authorized visitors.
73	The security Systems shall have the capability to detect and report attempted unauthorized entries into any facilities used to process EBT Cards, process EBT Data, or house EBT Data.
74	The Contractor shall regulate access to primary and backup data centers in such a way that the flow of all persons are monitored and controlled.
75	Contractor and Subcontractor Systems that provide access to EBT Data shall be able to provide an audit trail of access to the System.
76	Contractor and Subcontractor Systems that store EBT Data shall maintain and protect such Data from unauthorized modification, access, or destruction.
77	The Contractor shall provide controls to ensure that EBT transaction communications are safeguarded and processed only from authorized sources.
78	Networks used to access EBT Data shall include intrusion detection Systems that provide alerts in the event of cyber attacks and attempts at unauthorized access.
79	The Contractor shall follow the guidelines contained in the most current version (currently Version 6.0) of the FNS Electronic Benefits Transfer System Security Guidelines Handbook for Food and Cash EBT and eWIC EBT.
80	The Contractor shall inform the State, within one (1) hour of detection, of any and all incidents or exposures of information (information security incident) that may have compromised the secure delivery of California EBT Services.
81	The Contractor shall conduct hourly update calls with the State, as directed by the State Project Director, on the status of the information security incident.

## PRE-SOLICITATION #16153

#	Requirement
82	<p>The Contractor shall provide a formal Report to the State that describes the information security incident, the current status of the incident, and action taken within twenty-four (24) hours of initial notification of an information security incident, including:</p> <ul style="list-style-type: none"><li>a. What Data elements were involved and the extent of the Data involved in the breach;</li><li>b. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed Personal, Sensitive, or Confidential Information (PSCI);</li><li>c. A description of where PSCI is believed to have been improperly transmitted, sent, or utilized;</li><li>d. A description of the probable causes of the improper use or disclosure; and</li><li>e. Whether Civil Code Sections 1798.29 or 1798.82 or any other State or federal laws requiring individual notifications of breaches are triggered.</li></ul>
83	<p>The Contractor shall open a Priority 2 deficiency for an information security incident (see Section A.9).</p>
84	<p>The Contractor shall apply security patches and upgrades, and keep System security Software and hardware that is both up to date and supported by its manufacturer on all Systems on which Data may be transmitted, processed, stored, or used.</p>
85	<p>The Contractor shall prepare and deliver a semi-annual security briefing and written summary on the overall California EBT System (including California, commercial, and Contractor components) including, at a minimum:</p> <ul style="list-style-type: none"><li>a. The current status of the System;</li><li>b. Changes in Software versions on core components of the System;</li><li>c. New threats identified since the prior security briefing;</li><li>d. New security-related laws, regulations, or standards that must be met by the System;</li><li>e. Description of each security incident that occurred since the prior security briefing and what actions the Contractor has taken as a result of each incident; and</li><li>f. Description of industry fraud trends and incidents that have occurred in California and other states since the prior security briefing.</li></ul>
86	<p>The Contractor shall not transmit over any public network unencrypted Files or messages containing any Cardholder demographic or Account information.</p>



# PRE-SOLICITATION #16153

#	Requirement
87	The Contractor shall not store any unencrypted Files containing any Cardholder demographic or Account information on any portable computing device or portable electronic storage media.
88	The Contractor shall provide a secure means for exchanging confidential Data and large Files containing confidential Data with the State, Eligibility System consortia, and Counties.
89	The Contractor shall work cooperatively with the State to respond to Public Records Act requests in a timely and precise manner (Gov. Code § 6250, <i>et. seq.</i> ).
90	The Contractor shall designate a security officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with the State.

## A.4 Cash Access

### A.4.1 Cash Access Requirements

#	Requirement
91	The Contractor shall maintain the cash access standards specified in the most recent <i>Cash Access Plan</i> for each County.
92	To calculate expected daily demand for cash EBT, the Contractor shall use the total monthly dollar amount of all EBT cash Benefits divided by three (3) in each Zone Improvement Plan (ZIP) code.
93	To calculate the capacity of a single-lane Retailer that provides full cash back, the Contractor shall use the following formula: 2.5 transactions per hour x 10 hours x \$500.
94	To calculate the capacity of a multi-lane Retailer that provides full cash back, the Contractor shall use the following formula: 12 transactions per hour x 10 hours x \$500.
95	To calculate the capacity of a single-lane Retailer that limits the amount of cash back to no less than two hundred dollars (\$200), the Contractor shall use the following formula: 2.5 transactions per hour x 10 hours x maximum cash back amount.
96	To calculate the capacity of a multi-lane Retailer that limits the amount of cash back to no less than two hundred dollars (\$200), the Contractor shall use the following formula: 6 transactions per hour x 3 lanes x 10 hours x maximum cash back amount.
97	To calculate the capacity of a check-cashing location, the Contractor shall use the following formula: 12 transactions per hour x 10 hours x number of windows x \$500.

## PRE-SOLICITATION #16153

#	Requirement
98	To calculate the capacity of a bank-owned Automated Teller Machine (ATM), the Contractor shall use the following formula: 12 transactions per hour x 10 hours x \$500 x 0.70.
99	To calculate the capacity of an ATM owned or controlled by a third party or Retailer, the Contractor shall use the following formula: 12 transactions per hour x 10 hours x \$300 x 0.70.
100	To calculate the capacity of an independently-owned ATM, the Contractor shall use the following formula: 12 transactions per hour x 10 hours x \$200 x 0.70.
101	The standard of proximity shall be met if the capacity is met within the ZIP code of the Caseload.
102	If capacity does not meet demand within the ZIP code of the Caseload, the Contractor shall use a bordering part of a neighboring ZIP code to satisfy the standard of proximity.
103	The Contractor shall inform the State of any change in cash access in any County which results in an area that does not meet the cash access standard (at the time of Contract execution) within thirty (30) Calendar Days of knowledge of the change.
104	The Contractor shall, at the State's request, prepare an update of a County's <i>Cash Access Plan</i> within thirty (30) Calendar Days of notifying the State of the change in cash access.
105	The Contractor shall include known FNS and non-FNS Retailer cash-back data in its <i>Cash Access Plan</i> for each County.
106	The Contractor shall block EBT cash access to ATMs and Point-of-Sale (POS) device locations outside of the United States and United States territories.
107	The Contractor shall block EBT cash access to ATMs and POS devices located at gaming and adult entertainment establishments, liquor stores that are not FNS-authorized for SNAP, and other types of establishments and/or locations identified by the State.
108	The Contractor shall review the locations of cash transactions on a monthly basis to identify previously blocked locations that need additional blocking.
109	When the Contractor or the State identifies a location that needs to be blocked, the Contractor shall block EBT cash access at ATMs and POS devices at the location within thirty (30) Calendar Days.
110	Upon request from the State, the Contractor shall remove blocking of a location within fifteen (15) Calendar Days of Notice from the State.



## PRE-SOLICITATION #16153

#	Requirement
111	<p>The Contractor shall maintain a record of blocking activity that includes the following:</p> <ul style="list-style-type: none"> <li>a. Location name</li> <li>b. Type of business location</li> <li>c. Address</li> <li>d. City</li> <li>e. ZIP code</li> <li>f. State</li> <li>g. County</li> <li>h. Terminal identifier</li> <li>i. Terminal Owner/Processor</li> <li>j. Status</li> <li>k. Date deactivated (date the processor notified the Contractor the device was blocked)</li> <li>l. Date reactivated</li> <li>m. Comments</li> </ul>
112	The Contractor shall create a cash access standard for each County that meets or exceeds the cash access standard as of Contract execution in that County using the State’s measures of capacity, proximity, distribution, and alternatives.
113	The Contractor shall provide a draft <i>County Change in Cash Access Plan</i> for each County six (6) months prior to the completion of Transition Services.
114	The Contractor shall provide a final <i>County Change in Cash Access Plan</i> for each County sixty (60) Calendar Days prior to the completion of Transition Services.
115	The Contractor shall implement cash access in each County according to the final <i>County Change in Cash Access Plan</i> that has been accepted by the State.

### A.5 Surcharge-Free Cash Access

#### A.5.1 Surcharge-Free Cash Access Requirements

#	Requirement
116	The Contractor shall have two (2) ATM acquirers or networks providing surcharge-free ATM cash access throughout the State.

# PRE-SOLICITATION #16153

#	Requirement
117	A minimum of one (1) of the Contractor's ATM acquirers and/or networks providing statewide surcharge-free ATM cash access shall be one of the top four (4) banks in California based on the number of ATM locations each bank has throughout the State.
118	Upon request from the State, the Contractor shall add an additional top four (4) bank in California to expand surcharge-free cash access throughout the State.
119	The Contractor shall develop and implement a strategy to reduce ATM surcharges, including but not limited to: <ul style="list-style-type: none"><li>a. A Cardholder outreach plan to address ATM surcharges.</li><li>b. Posters for the County offices and the State containing information related to surcharge-free cash access and surcharge-free locations.</li></ul>
120	The Contractor shall facilitate an annual working session with the State on ongoing and new strategies to reduce ATM surcharges.

## A.6 Retailer Management

### A.6.1 EBT All Retailer Management Requirements

#	Requirement
121	The Contractor shall enter into agreements with Retailers that are provided Contractor-owned EBT-only or wireless POS devices.
122	The Contractor shall enter into agreements with Third-Party Processors (TPPs) that connect to the Contractor's EBT System.
123	The Contractor shall obtain State approval of changes to <i>Retailer Agreement Packages</i> and the <i>Third-Party Processor Agreement Package</i> prior to using the modified agreements.
124	The Contractor shall distribute, collect, process, and maintain <i>Retailer and Third-Party Processor Agreement Packages</i> .
125	Upon request from the State or federal agency, the Contractor shall make completed <i>Retailer Agreement Packages</i> available to the State or federal agency within four (4) Business Days of the request.
126	The Contractor shall provide ongoing training to Retailers with Contractor-owned EBT-only and wireless POS devices.
127	The Contractor shall provide training materials to Retailers in English and Spanish.
128	Retailer training materials shall include user's manuals and instructions for POS Equipment provided to the Retailer.

## PRE-SOLICITATION #16153

#	Requirement
129	The Contractor shall mail Retailer training materials when deploying Contractor-owned EBT-only and wireless POS devices to new Retailers.
130	Upon request from the State or the Retailer, the Contractor shall provide onsite Retailer training for any Retailer that is provided Contractor-owned EBT-only or wireless POS devices.
131	The Contractor shall allow Retailers with Contractor-owned EBT-only or wireless POS devices to select a Settlement cutoff time that is not the same as the System cutoff time.
132	The Contractor shall deploy Contractor-owned wireless POS devices to Retailers as directed by the State.
133	In an effort to avoid disruptions during peak business times, the Contractor shall make appointments with Retailers to install Contractor-owned POS devices and/or provide training.
134	For Retailers that are provided EBT-only POS devices at no cost to the Retailer, the Contractor shall pay or reimburse Retailers for EBT-dedicated telephone lines and/or Internet connections that provide access from the EBT-only POS devices to the System.
135	For Retailers that are provided wireless POS devices at no cost to the Retailer, the Contractor shall provide wireless service for the wireless POS device.
136	For those Retailers not eligible to receive Equipment at no cost to the Retailer, the Contractor shall offer a lease option for a Contractor-owned EBT-only or wireless POS device at a cost to the Retailer.
137	The Contractor shall notify Retailers with EBT-only or wireless POS devices and Retailer associations identified by the State of any scheduled System outage that is expected to impact transaction processing for fifteen (15) minutes or more at least ten (10) Business Days prior to the scheduled outage.

### A.6.2 Food and Cash Retailer Management Requirements

#	Requirement
138	The Contractor shall deploy newly manufactured, Contractor-owned EBT-only and wireless POS devices to FNS-authorized Retailers that request Equipment.
139	The Contractor shall provide EBT-only POS devices at no cost to the Retailer if the Retailer meets eligibility requirements to receive EBT-only POS Equipment at no cost to the Retailer.
140	The Contractor shall provide wireless POS devices to farmers' markets and direct farmers at no cost to the Retailer.

## PRE-SOLICITATION #16153

#	Requirement
141	The Contractor shall provide Food and Cash EBT manual vouchers to FNS-authorized Retailers at no cost to the Retailer if the Retailer meets eligibility requirements to receive EBT POS Equipment at no cost to the Retailer.
142	The Contractor shall charge a fee for Food and Cash EBT manual vouchers if the Retailer does not meet eligibility requirements to receive EBT POS Equipment at no cost to the Retailer.
143	The System shall track food Retailer authorization status via the FNS Retailer Electronic Data Exchange (REDE) File.
144	The Contractor shall ensure new food Retailers authorized by the FNS are able to conduct food transactions within two (2) weeks of communication of authorization by the FNS, if the Contractor acts as the acquirer.
145	The Contractor shall ensure new food Retailers authorized by the FNS are able to conduct food transactions within thirty (30) Calendar Days of communication of authorization by the FNS, if the Retailer processes transactions through a TPP.
146	The Contractor shall disable food transactions for a deauthorized or withdrawn food Retailer within twenty-four (24) hours of receipt of the information from the FNS REDE File.
147	The Contractor shall update food Retailer redemption statistics based on data provided by the FNS two (2) times per year.
148	The Contractor shall provide Equipment necessary to read the EBT Card magnetic stripe and print receipts at no cost to the Retailer if the Retailer meets eligibility requirements to receive EBT-only POS Equipment at no cost to the Retailer and the Retailer requests to process Food and Cash EBT transactions using a Mobile Device Application.
149	The Contractor shall repair or replace inoperable Equipment provided to Retailers that process EBT transactions using a Mobile Device Application within forty-eight (48) hours of initial notification of the Equipment failure.
150	The Contractor shall pay for the cost of processing Food and Cash EBT transactions, excluding mobile device service and data, using a Mobile Device Application if the Retailer meets eligibility requirements to receive EBT-only POS Equipment at no cost to the Retailer.

### A.6.3 eWIC Retailer Management Requirements

#	Requirement
151	The System shall track WIC Retailer authorization status using data received from the eWIC MIS.
152	The Contractor shall deploy Contractor-owned EBT-only and wireless POS devices to WIC-authorized Retailers that request Equipment and do not have a WIC-certified Electronic Cash Register (ECR)/POS System.

## PRE-SOLICITATION #16153

#	Requirement
153	The Contractor shall provide EBT-only and wireless POS devices at no cost to the Retailer if the Retailer is not going to process Food and Cash EBT transactions using the device or the Retailer meets eligibility requirements to receive EBT POS Equipment at no cost to the Retailer.
154	The Contractor shall enable WIC transaction processing at no additional cost to the Retailer if the WIC-authorized Retailer is using a leased EBT-only or wireless POS device to process Food and Cash EBT transactions.
155	The Contractor shall provide WIC EBT manual vouchers to WIC-authorized Retailers at no cost to the Retailer.
156	The Contractor shall ensure new WIC Retailers authorized by the State are able to conduct WIC EBT transactions within two (2) weeks of notification by the State, if the Contractor acts as the acquirer.
157	The Contractor shall ensure new WIC Retailers authorized by the State are able to conduct WIC EBT transactions within thirty (30) Calendar Days, if the Retailer processes transactions through a TPP.
158	The Contractor shall disable WIC EBT transactions for a deauthorized or withdrawn WIC Retailer within one (1) hour of receipt of the information from the eWIC MIS.
159	The System shall maintain an Approved Product Listing (APL) based on data received from the eWIC MIS.
160	The System shall allow WIC-authorized Retailers and TPPs to access the WIC APL over the Internet in accordance with American National Standards Institute (ANSI) standard X9.93, Part 2.
161	The System shall allow WIC-authorized Retailers and TPPs to automate the download of the APL.
162	The System shall make a new APL available daily at a set time.
163	The Contractor shall pay for the cost of processing WIC EBT transactions (excluding mobile device service and data) using a Mobile Device Application if the Retailer already uses the mobile device to process Food and Cash EBT transactions.

## PRE-SOLICITATION #16153

### A.6.4 Food and Cash Transition Services Retailer Management Requirements

#	Requirement
164	The Contractor shall obtain State approval of the Contractor's <i>Retailer and Third-Party Processor Agreement Packages</i> from the State and the FNS prior to executing any contracts with EBT-only Retailers and TPPs for Food and Cash EBT.
165	The Contractor shall mail a minimum of three (3) Notices to all Retailers regarding Cutover during Transition Services: <ul style="list-style-type: none"><li>a. Sixty (60) to ninety (90) Calendar Days prior to Cutover;</li><li>b. Forty-five (45) Calendar Days prior to Cutover; and</li><li>c. Fifteen (15) Calendar Days prior to Cutover.</li></ul>
166	The Contractor shall complete WIC EBT certification testing of EBT-only and wireless POS transaction processing on the incumbent EBT contractor's System prior to deployment of POS devices to Retailers.
167	The System shall capture data from the daily and monthly California FNS REDE Files beginning when it initiates Retailer Conversion activities.
168	The Contractor shall install newly manufactured, Contractor-owned, EBT-only POS devices at existing Retailers with EBT-only POS devices within California prior to Cutover.
169	The Contractor shall install newly manufactured, Contractor-owned wireless POS devices at existing farmers' markets and direct-marketing farmer locations with wireless POS devices within California prior to the completion of Cutover.
170	The Contractor shall begin installing Contractor-owned EBT-only POS devices at existing EBT-only Retailers a minimum of three (3) months prior to Cutover.
171	The Contractor shall begin installing Contractor-owned wireless POS devices at existing wireless Retailers a minimum of four (4) months prior to Cutover.
172	The Contractor shall take responsibility for providing Contractor-owned EBT-only and wireless POS devices to new Retailers three (3) months prior to Cutover.
173	The Contractor shall provide a weekly Report to the incumbent EBT contractor that identifies Retailers that have had new EBT-only and/or wireless POS devices Installed.
174	The Contractor shall have a minimum of ninety-five percent (95%) of the Retailers with EBT-only POS devices in each County operational on the Contractor-owned POS devices by Cutover.

## PRE-SOLICITATION #16153

#	Requirement
175	The Contractor shall Install Contractor-owned wireless POS devices at all existing wireless Retailers prior to the completion of Transition Services Cutover.
176	The Contractor shall provide manual vouchers for food transactions to eligible FNS-authorized Retailers prior to Transition Services Cutover.

### **A.6.5 eWIC EBT Implementation Services Retailer Management Requirements**

#	Requirement
177	The Contractor shall make technical Specifications for the Interface to the eWIC EBT Subsystem available to WIC-authorized Retailers within thirty (30) Calendar Days after the start of the Implementation Services.
178	The Contractor shall obtain State approval of the Contractor's <i>WIC Retailer and Third-Party Processor Agreement Packages</i> from the State prior to executing any contracts with WIC-authorized Retailers and TPPs for eWIC EBT.
179	At a minimum, the <i>WIC Retailer and Third-Party Processor Agreement Packages</i> shall include language that requires: <ul style="list-style-type: none"><li>a. Compliance with federal WIC Program regulations specified in 7 CFR 246.</li><li>b. Compliance with USDA-FNS Operating Rules for WIC EBT.</li><li>c. Compliance with ANSI X9.58-2007 and International Organization for Standardization (ISO) 8583.</li><li>d. Compliance with ANSI X9.93-2008, Part 1, and future updates.</li><li>e. Compliance with the FNS WIC Technical Implementation Guide.</li><li>f. There will be no charges for transaction authorization and Settlement processing by the Contractor for eWIC EBT transactions.</li><li>g. TPPs must provide a list of WIC-authorized Retailers with whom they have a contract to accept the WIC Card within the State, and that the list must be updated on a periodic basis.</li></ul>
180	The Contractor shall obtain signed <i>Third-Party Processor Agreement Packages</i> for all TPPs that will process WIC EBT transactions prior to the start of eWIC EBT Pilot Operations.
181	The Contractor shall have a minimum of ninety-five percent (95%) of the WIC-authorized Retailers within the pilot area operational prior to the start of eWIC EBT Pilot Operations.
182	The Contractor shall have a minimum of ninety-five percent (95%) of the WIC-authorized Retailers within each Implementation region operational prior to the start of eWIC EBT operations in the region.



# PRE-SOLICITATION #16153

#	Requirement
183	The Contractor shall promote the use of commercial ECR/POS Systems with integrated EBT functionality by providing Interface Specifications, planning support, decision support, and technical assistance during eWIC planning, design, Development, and testing.
184	The Contractor shall provide a <i>Daily eWIC EBT Retailer Status Report</i> each Business Day in accordance with the Deliverable Specification.
185	The Contractor shall develop WIC Retailer training material that includes information about Retailer responsibilities with regard to the USDA-FNS Operating Rules for WIC EBT.
186	The eWIC EBT Interface shall allow WIC-authorized Retailers to access APL data prior to the start of eWIC EBT Pilot Operations.
187	The Contractor shall provide manual vouchers for WIC EBT transactions to WIC-authorized Retailers prior to eWIC EBT Pilot Operations and operations in each region.

## A.7 Business Continuity

### A.7.1 Business Continuity Requirements

#	Requirement
188	On a monthly basis, the Food and Cash EBT Transaction Processing Platform shall be available to process all food and cash transactions ninety-nine and nine tenths percent (99.9%) of the time, excluding scheduled outages.
189	On a monthly basis, the eWIC EBT Transaction Processing Platform shall be available to process all WIC transactions ninety-nine and nine tenths percent (99.9%) of the time, excluding scheduled outages.
190	On a monthly basis, all Administrative Functions used by Counties for Food and Cash EBT shall be available and operational ninety-nine and nine tenths percent (99.9%) of the time, excluding scheduled downtime. Administrative Functions used by the Counties include: <ul style="list-style-type: none"><li>a. Eligibility System host-to-host Interface.</li><li>b. Eligibility System batch Interface.</li><li>c. Food and Cash administrative application.</li><li>d. Card printing.</li><li>e. PIN Select devices.</li></ul>



## PRE-SOLICITATION #16153

#	Requirement
191	On a monthly basis, all Administrative Functions used by the State and Local Agencies for eWIC EBT shall be available and operational ninety-nine and nine tenths percent (99.9%) of the time, excluding scheduled downtime. Administrative Functions used by the State and Local Agencies include: <ul style="list-style-type: none"><li>a. eWIC MIS host-to-host Interface.</li><li>b. eWIC MIS batch Interface.</li><li>c. eWIC EBT administrative application.</li></ul>
192	On a monthly basis, the Cardholder and Retailer ARUs and Customer Service centers shall be available and operational ninety-nine and nine tenths percent (99.9%) of the time, excluding scheduled outages.
193	On a monthly basis, the Cardholder Website, Retailer Website, and Cardholder Mobile Device Applications shall be available and operational ninety-nine and nine tenths percent (99.9%) of the time, excluding scheduled outages.
194	On a monthly basis, the following web applications shall be available and operational ninety-nine and five tenths percent (99.5%) of the time, excluding scheduled outages: <ul style="list-style-type: none"><li>a. Reports Application</li><li>b. Data Warehouse Application</li><li>c. Ticket Management Application</li></ul>
195	The Contractor shall use dedicated hardware for the following California EBT Services: <ul style="list-style-type: none"><li>a. EBT Host System databases.</li><li>b. EBT Host System processing.</li><li>c. Secure File Transfer Protocol (SFTP) batch File receipt and transmissions.</li><li>d. Cardholder Website.</li><li>e. Administrative applications.</li><li>f. Reports application.</li></ul>
196	The System shall include both primary and backup production Food and Cash EBT and eWIC EBT Host Systems that are located at least five hundred (500) miles apart.
197	The locations of primary and backup EBT Host Systems shall be within the United States and approved by the State.
198	The backup production EBT Host Systems shall have network, online information storage, and processing capacity to accommodate the California EBT production System workload twenty-four (24) hours per day, seven (7) days each week.

# PRE-SOLICITATION #16153

#	Requirement
199	The System shall replicate all changes to Data on the primary production EBT Host System to the backup production EBT Host System.
200	The backup production EBT Host Systems shall be able to take over all EBT Host processing with no loss of Data within one (1) hour following a decision to switch to the backup System.
201	The Contractor shall notify the State of changes to the System that would affect the processes and activities presented in the State-accepted <i>Continuity of Business Plan</i> ninety (90) Calendar Days prior to Implementation of the System changes.
202	The Contractor shall test the processes and activities presented in the <i>Continuity of Business Plan</i> at least annually.
203	The Contractor shall provide notification of and receive approval from the State for its business continuity testing thirty (30) Calendar Days prior to initiating testing.
204	The Contractor shall provide the State a written summary assessment, including identification of Deficiencies and proposed corrective actions, of its annual business continuity testing within thirty (30) Calendar Days following each test.
205	The Contractor shall conduct a mock continuity of business test that demonstrates all required Food and Cash EBT Interfaces can connect to the backup Food and Cash EBT Host production System prior to Cutover.
206	The Contractor shall conduct a mock continuity of business test that demonstrates all required eWIC EBT Interfaces can connect to the backup eWIC EBT Host production System prior to the start of eWIC EBT Pilot Operations.
207	The Contractor shall conduct a re-test of its continuity of business test if Deficiencies are found during continuity of business tests or if Deficiencies in continuity business processes are identified as the result of a System outage.

## A.8 Document Management

The following requirements focus on document management and the submission and maintenance of these documents.

### A.8.1 EBT All Document Management Requirements

#	Requirement
208	The Contractor shall deliver and maintain Deliverables in accordance with the Deliverables Specification (see Appendix E, Deliverable Specification).
209	The Contractor shall adhere to the OSI's document management process.

## PRE-SOLICITATION #16153

#	Requirement
210	For each Deliverable, the Contractor shall submit four (4) hardcopies and an electronic copy in a format compatible with Microsoft Office 2007 or later version to the State.
211	The Contractor shall submit a transmittal letter with each Deliverable.
212	The Contractor's transmittal letter shall include the following statements: <ol style="list-style-type: none"> <li>a. "I certify this Deliverable has been prepared in accordance with the terms and conditions of the Contract."</li> <li>b. "&lt;Contractor Name&gt; has utilized the internal Deliverable review process as described in the <i>Quality Assurance Plan</i>."</li> </ol>
213	The Contractor shall complete and include the State's Deliverable Transmittal Sheet for each Deliverable.
214	The Contractor shall not change a Deliverable that has been accepted by the State without the approval of the State.
215	The Contractor shall initiate a Deliverable update when requested by the State and/or as a result of modifications to the System and/or documented processes.
216	The Contractor shall participate in a weekly Deliverable status meeting.
217	The Contractor shall submit a Deliverable Expectation Document (DED) to the State prior to developing the content of the initial Deliverable.
218	The Contractor shall obtain the State's Acceptance of a DED before proceeding in developing the content for the Deliverable.

### A.8.2 Food and Cash Transition Services Deliverable Requirements

#	Requirement
219	<p>During Food and Cash EBT Transition Services, the Contractor shall submit the following Deliverables for State review and Acceptance in accordance with the Deliverables Specification:</p> <ol style="list-style-type: none"> <li>1. <i>ARU Recorded Prompts (Food and Cash)</i></li> <li>2. <i>ARU Test Scripts (Food and Cash)</i></li> <li>3. <i>Balance and Date Tool</i></li> <li>4. <i>Card Design Document (Food and Cash)</i></li> <li>5. <i>Cardholder ARU Scripts (Food and Cash)</i></li> <li>6. <i>Cardholder Website Design Document (Food and Cash)</i></li> <li>7. <i>Configuration Management Plan (Food and Cash)</i></li> <li>8. <i>Continuity of Business Plan (Food and Cash)</i></li> <li>9. <i>County Change in Cash Access Plans</i></li> <li>10. <i>County Operations Manual</i></li> </ol>

## PRE-SOLICITATION #16153

#	Requirement
	<ol style="list-style-type: none"><li>11. <i>Customer Service Manual (Food and Cash)</i></li><li>12. <i>Data Warehouse User's Guide (Food and Cash)</i></li><li>13. <i>Database Conversion Plan (Draft)</i></li><li>14. <i>Database Conversion Plan (Final)</i></li><li>15. <i>Deficiency Management Plan (Food and Cash)</i></li><li>16. <i>Detailed System Design (Food and Cash)</i></li><li>17. <i>Disaster Services Inventory Report</i></li><li>18. <i>Disaster Services Plan</i></li><li>19. <i>Document Update Schedule</i></li><li>20. <i>EBT Training Plan (Transition Services)</i></li><li>21. <i>Eligibility System Certification Test Plan</i></li><li>22. <i>Eligibility System Certification Test Results</i></li><li>23. <i>Error Corrections and Adjustments Manual (Food and Cash)</i></li><li>24. <i>Food and Cash Administrative Application Design Document</i></li><li>25. <i>Food and Cash Administrative User's Guide</i></li><li>26. <i>Food and Cash Cardholder Training Posters Design Document (All Required Languages)</i></li><li>27. <i>Food and Cash Cardholder Training Posters Design Document (English)</i></li><li>28. <i>Food and Cash EBT Training Video Scripts</i></li><li>29. <i>Food and Cash EBT Training Videos</i></li><li>30. <i>Food and Cash EBT Interface Test Plan</i></li><li>31. <i>Food and Cash EBT Interface Test Results</i></li><li>32. <i>Food and Cash EBT Interface Test Scripts</i></li><li>33. <i>Food and Cash EBT System Test Plan</i></li><li>34. <i>Food and Cash EBT System Test Results</i></li><li>35. <i>Food and Cash EBT System Test Scripts</i></li><li>36. <i>Food and Cash EBT User Acceptance Test Plan</i></li><li>37. <i>Food and Cash Federal Acceptance Test Plan/Scripts</i></li><li>38. <i>Food and Cash Interface Document</i></li><li>39. <i>Food and Cash Operational Readiness Review Checklist</i></li><li>40. <i>Food and Cash Processor Interface Specification</i></li><li>41. <i>Food and Cash Retailer Conversion Plan</i></li><li>42. <i>Food and Cash Transition Services Master Test Plan</i></li><li>43. <i>Food and Cash Transition Services Workplan</i></li></ol>

## PRE-SOLICITATION #16153

#	Requirement
	<ul style="list-style-type: none"> <li>44. <i>Fraud 80 User's Manual</i></li> <li>45. <i>Mobile Device Application Design Document (Food and Cash)</i></li> <li>46. <i>Network Certification Plan</i></li> <li>47. <i>Outbound Credit Adjustment Call Script</i></li> <li>48. <i>Outbound Surcharge Call Script</i></li> <li>49. <i>Project Management Plan (Transition Services)</i></li> <li>50. <i>Quality Assurance Plan (Transition Services)</i></li> <li>51. <i>Reports Application Design Document</i></li> <li>52. <i>Reports Catalog (Food and Cash)</i></li> <li>53. <i>Requirements Specification (Food and Cash)</i></li> <li>54. <i>Retailer Agreement Packages (Food and Cash)</i></li> <li>55. <i>Retailer ARU Scripts (Food and Cash)</i></li> <li>56. <i>Retailer Management Plan (Food and Cash)</i></li> <li>57. <i>Retailer Website Design Document (Food and Cash)</i></li> <li>58. <i>Risk Management Plan (Transition Services)</i></li> <li>59. <i>Settlement and Reconciliation Guide (Food and Cash)</i></li> <li>60. <i>Staff Management Plan (Transition Services)</i></li> <li>61. <i>Statewide Transition Services Plan</i></li> <li>62. <i>System Capacity Management Plan (Food and Cash)</i></li> <li>63. <i>System Security Plan (Food and Cash)</i></li> <li>64. <i>Third-Party Processor Agreement Package (Food and Cash)</i></li> <li>65. <i>Ticket Management Application Design Document</i></li> <li>66. <i>Ticket Management Application User's Guide</i></li> <li>67. <i>Transition Services Weekly Status Reports</i></li> </ul>

### A.8.3 eWIC EBT Implementation Services Deliverable Requirements

#	Requirement
220	<p>During eWIC EBT Implementation Services, the Contractor shall submit the following Deliverables for State review and Acceptance in accordance with the Deliverables Specification:</p> <ul style="list-style-type: none"> <li>1. <i>ARU Recorded Prompts (add eWIC)</i></li> <li>2. <i>ARU Test Scripts (add eWIC)</i></li> <li>3. <i>Card Design Document (add eWIC)</i></li> <li>4. <i>Cardholder ARU Scripts (add eWIC)</i></li> <li>5. <i>Cardholder Website Design Document (add eWIC)</i></li> </ul>

## PRE-SOLICITATION #16153

#	Requirement
	6. <i>Configuration Management Plan (add eWIC)</i>
	7. <i>Continuity of Business Plan (add eWIC)</i>
	8. <i>Customer Service Manual (add eWIC)</i>
	9. <i>Data Warehouse User's Guide (add eWIC)</i>
	10. <i>Deficiency Management Plan (add eWIC)</i>
	11. <i>Detailed System Design (add eWIC)</i>
	12. <i>EBT Training Plan (add Implementation Services)</i>
	13. <i>Error Corrections and Adjustments Manual (add eWIC)</i>
	14. <i>eWIC EBT Administrative Application Design Document</i>
	15. <i>eWIC EBT Administrative User's Guide</i>
	16. <i>WIC Card Acceptor Device Software</i>
	17. <i>WIC Card Acceptor Device Specification</i>
	18. <i>WIC Card Acceptor Device User's Manual</i>
	19. <i>WIC Cardholder Training Materials Design Document (All Required Languages)</i>
	20. <i>WIC Cardholder Training Materials Design Document (English)</i>
	21. <i>WIC Cardholder Training Video Scripts</i>
	22. <i>WIC Cardholder Training Videos</i>
	23. <i>eWIC EBT Implementation Services Master Test Plan</i>
	24. <i>eWIC EBT Implementation Services Workplan</i>
	25. <i>eWIC EBT Interface Test Plan</i>
	26. <i>eWIC EBT Interface Test Results</i>
	27. <i>eWIC EBT Interface Test Scripts</i>
	28. <i>eWIC EBT Operations Manual</i>
	29. <i>eWIC EBT Pilot Operational Readiness Review Checklist</i>
	30. <i>eWIC EBT Regional Retailer Enablement Plans (one for the Pilot and one for each Implementation region)</i>
	31. <i>eWIC EBT Retailer Conversion Plan</i>
	32. <i>eWIC EBT System Test Plan</i>
	33. <i>eWIC EBT System Test Results</i>
	34. <i>eWIC EBT System Test Scripts</i>
	35. <i>eWIC EBT User Acceptance Test Plan</i>
	36. <i>eWIC Federal Acceptance Test Plan/Scripts</i>
	37. <i>eWIC MIS Certification Test Plan</i>
	38. <i>eWIC MIS Certification Test Results</i>



## PRE-SOLICITATION #16153

#	Requirement
	<ul style="list-style-type: none"> <li>39. <i>eWIC Processor Interface Specification</i></li> <li>40. <i>eWIC Regional Implementation Operational Readiness Review Checklist (one for each Implementation region)</i></li> <li>41. <i>Implementation Services Weekly Status Report</i></li> <li>42. <i>Integrated WIC Retailer Specifications Document</i></li> <li>43. <i>Mobile Device Application Design Document (add eWIC)</i></li> <li>44. <i>Network and WIC Retailer Certification Plan</i></li> <li>45. <i>Project Management Plan (add Implementation Services)</i></li> <li>46. <i>Quality Assurance Plan (add Implementation Services)</i></li> <li>47. <i>Reports Catalog (add eWIC)</i></li> <li>48. <i>Requirements Specification (add eWIC)</i></li> <li>49. <i>Retailer Agreement Package (add eWIC)</i></li> <li>50. <i>Retailer ARU Scripts (add eWIC)</i></li> <li>51. <i>Retailer Management Plan (add eWIC)</i></li> <li>52. <i>Retailer Website Design Document (add eWIC)</i></li> <li>53. <i>Risk Management Plan (add Implementation Services)</i></li> <li>54. <i>Settlement and Reconciliation Guide (add eWIC)</i></li> <li>55. <i>Staff Management Plan (add Implementation Services)</i></li> <li>56. <i>Statewide Implementation Services Plan</i></li> <li>57. <i>System Capacity Management Plan (add eWIC)</i></li> <li>58. <i>System Security Plan (add eWIC)</i></li> <li>59. <i>Third-Party Processor Agreement Package (add eWIC)</i></li> </ul>

### A.8.4 Ongoing Operations Deliverable Requirements

#	Requirement
221	<p>The Contractor shall submit the following Deliverables for State review and Acceptance in accordance with the State’s Deliverable Specification and the State-approved <i>Document Update Schedule</i>:</p> <ul style="list-style-type: none"> <li>1. <i>County Cash Access Plans</i></li> <li>2. <i>End-of-Contract Changeover Plan</i></li> <li>3. <i>Ongoing Operations Master Test Plan (Food and Cash)</i></li> <li>4. <i>Ongoing Operations Master Test Plan (add eWIC)</i></li> <li>5. <i>Project Management Plan (Ongoing Operations)</i></li> <li>6. <i>Quality Assurance Plan (Ongoing Operations)</i></li> <li>7. <i>Food and Cash EBT Regression Test Scripts</i></li> </ul>



## PRE-SOLICITATION #16153

#	Requirement
	<ul style="list-style-type: none"> <li>8. <i>eWIC EBT Regression Test Scripts</i></li> <li>9. <i>Requirements Specification (Ongoing Operations)</i></li> <li>10. <i>Risk Management Plan (Ongoing Operations)</i></li> <li>11. <i>Staff Management Plan (Ongoing Operations)</i></li> <li>12. <i>EBT Training Plan (Ongoing Operations)</i></li> </ul>
222	<p>The Contractor shall submit updates to the following Deliverables for State review and Acceptance in accordance with the State-approved Deliverable Specification and <i>Document Update Schedule</i>:</p> <ul style="list-style-type: none"> <li>1. <i>Cardholder ARU Scripts</i></li> <li>2. <i>Retailer ARU Scripts</i></li> <li>3. <i>Outbound Credit Adjustment Call Script</i></li> <li>4. <i>Outbound Surcharge Call Script</i></li> <li>5. <i>ARU Recorded Prompts</i></li> <li>6. <i>Card Design Document</i></li> <li>7. <i>Configuration Management Plan</i></li> <li>8. <i>Continuity of Business Plan</i></li> <li>9. <i>County Cash Access Plans</i></li> <li>10. <i>County Operations Manual</i></li> <li>11. <i>Customer Service Manual</i></li> <li>12. <i>Data Warehouse User's Guide</i></li> <li>13. <i>Deficiency Management Plan</i></li> <li>14. <i>Detailed System Design</i></li> <li>15. <i>Disaster Services Inventory Report</i></li> <li>16. <i>Disaster Services Plan</i></li> <li>17. <i>Document Update Schedule</i></li> <li>18. <i>Error Corrections and Adjustments Manual</i></li> <li>19. <i>eWIC EBT Administrative User's Guide</i></li> <li>20. <i>eWIC EBT Operations Manual</i></li> <li>21. <i>Food and Cash Administrative User's Guide</i></li> <li>22. <i>Food and Cash Interface Document</i></li> <li>23. <i>Fraud 80 User's Manual</i></li> <li>24. <i>Integrated WIC Retailer Specifications Document</i></li> <li>25. <i>Ongoing Operations Master Test Plan</i></li> <li>26. <i>Network and WIC Retailer Certification Plan</i></li> <li>27. <i>Food and Cash Processor Interface Specification</i></li> </ul>

## PRE-SOLICITATION #16153

#	Requirement
	<ul style="list-style-type: none"> <li>28. <i>eWIC Processor Interface Specification</i></li> <li>29. <i>Project Management Plan</i></li> <li>30. <i>Contractor Escalation Chart</i></li> <li>31. <i>Quality Assurance Plan</i></li> <li>32. <i>Food and Cash EBT Regression Test Scripts</i></li> <li>33. <i>eWIC EBT Regression Test Scripts</i></li> <li>34. <i>Reports Catalog</i></li> <li>35. <i>Requirements Specification</i></li> <li>36. <i>Third-Party Processor Agreement Package</i></li> <li>37. <i>Retailer Agreement Package</i></li> <li>38. <i>Retailer Management Plan</i></li> <li>39. <i>Risk Management Plan</i></li> <li>40. <i>Settlement and Reconciliation Guide</i></li> <li>41. <i>Staff Management Plan</i></li> <li>42. <i>System Capacity Management Plan</i></li> <li>43. <i>System Security Plan</i></li> <li>44. <i>ARU Test Scripts</i></li> <li>45. <i>Ticket Management Application User's Guide</i></li> <li>46. <i>EBT Training Plan</i></li> <li>47. <i>Cardholder Website Design Document</i></li> <li>48. <i>Retailer Website Design Document</i></li> <li>49. <i>Mobile Device Application Design Document</i></li> </ul>
223	<p>The Contractor shall submit the following Deliverables for State review and Acceptance in accordance with the Deliverables Specification and the applicable requirements in this Statement of Work:</p> <ul style="list-style-type: none"> <li>1. <i>Corrective Action Plan</i> (see A.9, Deficiency Management)</li> <li>2. <i>Daily eWIC EBT Retailer Status Report</i> (see A.6, Retailer Management)</li> <li>3. <i>Disaster Services Inspection Report</i> (see A.28, Disaster Services)</li> <li>4. <i>Disaster Card Test Results</i> (see A.28, Disaster Services)</li> <li>5. <i>Incident Report</i> (see A.9, Deficiency Management)</li> <li>6. <i>Monthly Status Report</i> (see A.2, Project Management)</li> <li>7. <i>System Capacity Test Results</i> (see A.11, Capacity Management)</li> <li>8. <i>Test Results Document</i> (see A.10, Configuration Management, and A.30, Testing)</li> <li>9. <i>Third-Party Processor/Retailer Certification Test Results</i> (see A.16,</li> </ul>

# PRE-SOLICITATION #16153

#	Requirement
	Third-Party Processors) 10. <i>Training Materials</i> (see A.12, Training) 11. <i>Work Authorization Design Specification</i> (see A.10, Configuration Management)

## A.9 Deficiency Management

### A.9.1 Deficiency Management Requirements

#	Requirement
224	The Contractor shall capture all System Deficiencies, maintenance requests, and questions reported by the Contractor, State, County, consortium, and Local Agency End Users.
225	The Contractor shall send a System Notification to the State at least five (5) Business Days prior to any scheduled outage.
226	The Contractor shall notify the State of any unscheduled System outage within fifteen (15) minutes of identification of the outage.
227	The Contractor shall notify a State EBT Project Office manager or designee of unscheduled System outages in person or via a telephone conversation (not voice mail).
228	The Contractor shall notify State EBT Project Office staff designated by the State of unscheduled System outages via e-mail and/or text message to a mobile device.
229	The Contractor shall notify the State within one (1) hour after identification of an immediate need that necessitates an unscheduled System outage.
230	In the case of an unscheduled System outage, the Contractor shall notify the State as soon as Service is restored.
231	The Contractor shall participate in joint conference calls with the State during an unscheduled System outage, as required by the State.
232	The Contractor shall use State-defined, contractual Priority Levels when assigning a Priority Level to a Deficiency.
233	The Contractor shall correct Deficiencies within: a. Twenty-four (24) hours for a Priority 1 Deficiency. b. Five (5) Calendar Days for a Priority 2 Deficiency. c. Thirty (30) Calendar Days for a Priority 3 Deficiency. d. Ninety (90) Calendar Days for a Priority 4 Deficiency.
234	The Contractor shall change a Priority Level as directed by the State.

# PRE-SOLICITATION #16153

#	Requirement
235	Upon request from the State, the Contractor shall submit an <i>Incident Report</i> within five (5) Business Days of resolving an unscheduled System outage and other Priority 1 and Priority 2 Deficiencies.
236	Upon request from the State, the Contractor shall provide a <i>Corrective Action Plan</i> within ten (10) Calendar Days of identification of Priority 1 and Priority 2 Deficiencies and within the required correction period following identification of Priority 3 and Priority 4 Deficiencies.

## A.10 Configuration Management

### A.10.1 Configuration Management Requirements

#	Requirement
237	When responding to a Work Authorization request, the Contractor shall prepare a written Work Authorization response that includes, at a minimum, the following information: <ul style="list-style-type: none"><li>a. Description of proposed change;</li><li>b. Requirements;</li><li>c. Proposed Schedule;</li><li>d. Deliverable(s) to be updated; and</li><li>e. Cost</li></ul>
238	When the State sends a Work Authorization to the Contractor, the Contractor shall provide its Work Authorization response to the State within fifteen (15) Business Days of receipt or on a date agreed upon by the State.
239	The Contractor shall submit a <i>Work Authorization Design Specification</i> document that details functional and System requirements for any proposed System change(s).
240	The Contractor shall provide the <i>Work Authorization Design Specification</i> in accordance with the format required by the State.
241	The Contractor shall update the <i>Work Authorization Design Specification</i> within ten (10) Business Days following the identification of State-required changes to the <i>Work Authorization Design Specification</i> .
242	The Contractor shall develop and deliver a detailed Work Authorization workplan for implementing an individual Work Authorization within ten (10) Business Days following the execution of the Work Authorization.
243	The Contractor shall update the detailed Work Authorization workplan within ten (10) Business Days following identification of a change in the Work Authorization Schedule.

## PRE-SOLICITATION #16153

#	Requirement
244	The Contractor shall submit Work Authorization workplans using Microsoft Project 2007 or a later version.
245	The Contractor shall provide workplan status at weekly status meetings, including highlights of changes to all Work Authorization workplans.
246	The Contractor shall send a System Notification to the State, at a minimum, one (1) Business Day prior to making a System change to the Contractor's test System.
247	The Contractor shall test all System changes in an internal test System in accordance with the <i>Ongoing Operations Master Test Plan</i> prior to Implementation of System changes in the EBT test System.
248	The Contractor shall provide a <i>Test Results Document</i> prior to Implementation of non-emergency System changes in the EBT test System.
249	The Contractor shall complete regression testing in accordance with the <i>Food and Cash EBT Regression Test Scripts</i> and/or <i>eWIC EBT Regression Test Scripts</i> prior to Implementation of non-emergency System changes in the EBT Host System.
250	The Contractor shall notify the State when the State can test a System change in the EBT test System.
251	The Contractor shall provide the State with a twenty-five (25) Calendar Day test period prior to Implementation of any non-emergency System change.
252	The Contractor shall not move a non-emergency System change into the Contractor's production System until testing is complete and has been accepted by the State.
253	The Contractor shall send a System Notification to the State five (5) Business Days prior to moving a non-emergency System change to the Contractor's production System.
254	For emergency System changes to the Contractor's production System to correct a Priority 1 or Priority 2 Deficiency, the Contractor shall send a System Notification to the State within two (2) hours of identifying the need for the System change.
255	The Contractor shall, with State approval, schedule Food and Cash EBT and eWIC EBT production System outages during periods when the impact to Cardholders is lowest based on usage statistics.
256	The Contractor shall implement changes to the System as a result of enacted federal legislation and new and modified federal regulations, at no cost to the State.
257	The Contractor shall not schedule a Food and Cash EBT test System outage during periods of scheduled Eligibility System EBT testing.

# PRE-SOLICITATION #16153

#	Requirement
258	The Contractor shall not schedule an eWIC EBT test System outage during periods of scheduled eWIC MIS System EBT testing.

## A.11 Capacity Management

### A.11.1 Capacity Management Requirements

#	Requirement
259	The Contractor shall manage System capacity and performance as described in the <i>System Capacity Management Plan</i> .
260	The Contractor shall perform capacity testing using the capacity test environment with a full copy of current production Data when changes are made to the System that could affect System capacity.
261	At a minimum, the Contractor shall perform annual capacity testing using the capacity test environment with a full copy of current production Data.
262	The System shall include at least one (1) Food and Cash EBT capacity test System loaded with the current version of the production Software and with the capability to accommodate all production Data.
263	The Contractor shall provide the State with read access to the Food and Cash EBT capacity test System through the Food and Cash EBT administrative application.
264	The System shall include at least one (1) eWIC EBT capacity test System loaded with the current version of the production Software and with the capability to accommodate all production Data.
265	The Contractor shall provide the State with read access to the eWIC EBT capacity test System through the eWIC EBT administrative application.
266	The Contractor shall complete capacity testing of the Food and Cash EBT Subsystem prior to Cutover.
267	The Contractor shall complete capacity testing of the eWIC EBT Subsystem using simulated data that represents estimated statewide volumes prior to the start of the eWIC EBT Pilot Operations.
268	At a minimum, the Contractor shall perform capacity testing of the eWIC EBT Subsystem using production and simulated data every six (6) months, or more often as required by the State, during statewide rollout of eWIC EBT to Local Agencies.
269	The Contractor shall provide <i>System Capacity Test Results</i> within ten (10) Business Days following the completion of capacity testing in accordance with the Deliverable Specification.

# PRE-SOLICITATION #16153

## A.12 Training

### A.12.1 EBT All Training Requirements

#	Requirement
270	The Contractor shall conduct annual Training for Trainers (T-for-T) refresher sessions in Sacramento, California.
271	The Contractor shall make annual T-for-T training refresher sessions available to remote End Users over the Internet.
272	The Contractor shall provide annual training to federal, State, County, and WIC Program staffs on accessing California EBT Data for investigative purposes.
273	The Contractor shall submit and receive State approval of <i>Training Materials</i> in accordance with the Deliverable Specification prior to conducting training to State, County, and/or Local Agency staffs.

### A.12.2 Food and Cash Training Requirements

#	Requirement
274	The Contractor shall prepare and provide training on the Food and Cash EBT Subsystem and related components including, but not limited to, Food and Cash EBT Administrative Application Functions; Card printers; Personal Identification Number (PIN) selection devices; POS devices, fraud/program integrity investigation functionality; reports and problem tracking; and End User access for State and County End Users.
275	The Contractor shall provide hands-on T-for-T training for County End Users.
276	The Contractor shall provide T-for-T training regionally in State-approved locations throughout the State.
277	The Contractor shall complete the T-for-T training one (1) month prior to Cutover.
278	The Contractor's T-for-T training shall not be more than six (6) hours in duration.
279	The Contractor shall conduct T-for-T training, between the hours of 9:00 a.m. and 4:00 p.m. Pacific Time, to accommodate participant travel time.
280	The Contractor shall locate and secure training facilities with required network connectivity for T-for-T training sessions.
281	The Contractor shall supply all Equipment required to conduct T-for-T training.
282	The Contractor shall provide copies of all T-for-T <i>Training Materials</i> for State approval three (3) months prior to the start of T-for-T training.



## PRE-SOLICITATION #16153

#	Requirement
283	The Contractor shall provide hardcopies of all T-for-T <i>Training Materials</i> to trainees.
284	The Contractor shall conduct specialized training for County and Eligibility System consortia users, including but not limited to: <ul style="list-style-type: none"><li>a. Settlement and Reconciliation.</li><li>b. Administrative application and PIN selection device user management.</li><li>c. Ticket management application.</li></ul>
285	The Contractor shall develop <i>Food and Cash Cardholder Training Posters</i> to inform Cardholders of changes to Food and Cash EBT Services.
286	The <i>Food and Cash Cardholder Training Posters</i> shall be available in the following eleven (11) written languages: Arabic, Cambodian, Chinese, Eastern Armenian, English, Farsi, Hmong, Lao, Spanish, Russian, and Vietnamese.
287	The <i>Food and Cash Cardholder Training Poster</i> shall not be smaller than twenty (20) inches by twenty-eight (28) inches.
288	The Contractor shall provide <i>Food and Cash Cardholder Training Posters</i> to County offices in requested quantities sixty (60) Calendar Days prior to Cutover.
289	The Contractor shall develop subject-specific <i>Food and Cash Cardholder Training Videos</i> with topics, that include, but are not limited to: <ul style="list-style-type: none"><li>a. Using the EBT Card;</li><li>b. Caring for the EBT Card;</li><li>c. Rights and responsibilities including care of the Card and trafficking Benefits;</li><li>d. Direct deposit as an alternative to EBT;</li><li>e. Surcharge-free cash access;</li><li>f. Other ways to access EBT Services (e.g., Cardholder Website, Mobile Device Applications, etc.);</li><li>g. Using the EBT Card at FNS-authorized restaurants, communal dining facilities, meal delivery services, farmers' markets, and group homes;</li><li>h. Reporting a disputed transaction; and</li><li>i. Other EBT programs (e.g., WIC).</li></ul>

## PRE-SOLICITATION #16153

#	Requirement
290	The <i>Food and Cash Cardholder Training Videos</i> shall be viewable: a. At a County office. b. On Youtube.com. c. Via link on a public Internet site. d. Using a digital versatile disk (DVD).
291	The <i>Food and Cash Cardholder Training Videos</i> shall be available in the following twelve (12) spoken languages: Arabic, Cambodian, Cantonese, Eastern Armenian, English, Farsi, Hmong, Lao, Mandarin, Spanish, Russian, and Vietnamese.

### A.12.3 eWIC EBT Training Requirements

#	Requirement
292	The Contractor shall review and provide input to eWIC EBT training materials developed by the State and the eWIC MIS contractor.
293	The Contractor shall prepare and provide hands-on eWIC End User training for State and eWIC MIS contractor End Users on the eWIC EBT Subsystem and related components including, but not limited to, eWIC EBT Administrative Application Functions; Settlement and Reconciliation; fraud/program integrity investigation functionality; Reports and problem tracking; and End User management.
294	The Contractor shall complete State and eWIC MIS contractor training three (3) months prior to the start of eWIC EBT Pilot Operations.
295	The Contractor's State and eWIC MIS contractor training shall not be more than six (6) hours in duration.
296	The Contractor shall prepare and provide hands-on training for Local Agency staff on the eWIC EBT Subsystem including, but not limited to, eWIC EBT Administrative Application Functions, ordering WIC Cards, POS transactions, and ARU functions.
297	The Contractor shall complete Local Agency training two (2) to four (4) weeks prior to the start of eWIC EBT Pilot Operations and two (2) to four (4) weeks prior to operations in each Implementation region.
298	The Contractor shall conduct Local Agency training within the Pilot location agency area and within each Implementation region.
299	The Contractor's Local Agency training shall not be more than six (6) hours in duration.
300	The Contractor shall provide an eWIC EBT training environment that includes training data and eWIC EBT Administrative Application Functions.

## PRE-SOLICITATION #16153

#	Requirement
301	The eWIC EBT training System shall be available three (3) months prior to the start of eWIC EBT Pilot Operations through three (3) months following eWIC EBT operations at all Local Agencies.
302	The Contractor shall conduct training, between the hours of 9:00 a.m. and 4:00 p.m. Pacific Time, to accommodate trainee travel time.
303	The Contractor shall locate and secure training facilities with required network connectivity for training sessions in Sacramento, California, in the Pilot County, and in each Implementation region.
304	The Contractor shall supply all Equipment required to conduct training.
305	The Contractor shall provide copies of all <i>Training Materials</i> for State approval three (3) months prior to the start of End User training.
306	The Contractor shall provide hardcopies of all <i>Training Materials</i> to trainees.
307	The Contractor shall develop a <i>WIC Cardholder Training Pamphlet, Wallet Card, Training Poster, and Training Video</i> .
308	The <i>WIC Cardholder Training Pamphlet, Wallet Card, and Training Poster</i> shall be available in the following eleven (11) written languages: Arabic, Cambodian, Chinese, Eastern Armenian, English, Farsi, Hmong, Lao, Spanish, Russian, and Vietnamese.
309	The <i>WIC Cardholder Training Videos</i> shall be available in the following twelve (12) spoken languages: Arabic, Cambodian, Cantonese, Eastern Armenian, English, Farsi, Hmong, Lao, Mandarin, Spanish, Russian, and Vietnamese.
310	The <i>WIC Cardholder Training Pamphlet, Wallet Card, and Training Video</i> shall be in easy-to-understand language at a sixth grade education or reading level.

## PRE-SOLICITATION #16153

#	Requirement
311	<p>The <i>WIC Cardholder Training Pamphlet</i> shall cover the following topics:</p> <ol style="list-style-type: none"> <li>a. How to request hands-on training.</li> <li>b. Inability to access Benefits from failure to select PIN.</li> <li>c. Use of the WIC Card at WIC-authorized Retailers with integrated Electronic Cash Register (ECR) Systems.</li> <li>d. Use of the WIC Card at WIC-authorized Retailers with EBT-only POS devices.</li> <li>e. Use of the WIC Card at WIC-authorized Retailers with wireless POS devices.</li> <li>f. Use and safeguarding of the Card and PIN.</li> <li>g. How to read a POS receipt.</li> <li>h. Card replacement and PIN change procedures.</li> <li>i. Manual voucher WIC procedures.</li> <li>j. Benefit start and end dates.</li> <li>k. Reporting problems with the Card or its use.</li> <li>l. Reporting a lost or stolen Card.</li> <li>m. Use of the ARU.</li> <li>n. How to access the Cardholder Website.</li> <li>o. How to access the Mobile Device Application.</li> <li>p. Customer Services (including Telecommunication Device for the Deaf [TDD] services).</li> <li>q. Recipients' rights, liabilities, and responsibilities for use of the WIC Card and PIN.</li> <li>r. Exposure to loss of Benefits before reporting loss or theft of Card.</li> </ol>
312	<p>The <i>WIC Cardholder Training Wallet Card</i> shall provide illustrative and text-based instructions on EBT topics including transaction processing; Customer Service and ARU access; reporting of lost or stolen Cards; and exposure to loss of Benefits prior to reporting a Card lost or stolen.</p>
313	<p>The <i>WIC Cardholder Training Poster</i> shall inform WIC Participants about eWIC EBT Implementation Services and EBT functions.</p>
314	<p>The <i>WIC Cardholder Training Poster</i> shall be of sufficient size, font, color, and design to ensure readability.</p>
315	<p>The <i>WIC Cardholder Training Poster</i> shall not be smaller than twenty (20) inches by twenty-eight (28) inches.</p>

## PRE-SOLICITATION #16153

#	Requirement
316	The <i>WIC Cardholder Training Video</i> shall provide training on the care and use of the WIC Card including, but not limited to: <ul style="list-style-type: none"><li>a. Making a purchase with WIC Benefits.</li><li>b. Mixed-basket purchase using WIC Benefits.</li><li>c. Cash value purchase using WIC Benefits.</li><li>d. How to read a POS receipt.</li><li>e. Getting Customer Service.</li></ul>
317	The <i>WIC Cardholder Training Videos</i> shall be viewable: <ul style="list-style-type: none"><li>a. At a Local Agency office.</li><li>b. On Youtube.com.</li><li>c. Via link on a public Internet Site.</li><li>d. Using a DVD.</li></ul>
318	The Contractor shall provide <i>WIC Cardholder Training Pamphlets, Wallet Cards, Training Posters, and Training Videos</i> in requested quantities to Local Agencies during eWIC EBT Implementation Services.

### A.13 End-of-Contract Changeover

If necessary, the State will execute a Work Authorization for the Contractor to execute End-of-Contract Changeover Services.

#### A.13.1 End-of-Contract Changeover Requirements

#	Requirement
319	The Contractor shall cooperate with and assist the State and the successor contractor(s) in End-of-Contract Changeover planning, preparation, testing, and transfer of EBT Services and EBT Host System Data to the successor contractor.
320	The Contractor shall work with the State to develop a Work Authorization for End-of-Contract Changeover Services.
321	The Contractor shall participate in End-of-Contract Changeover joint meetings with the State and the successor contractor.
322	The Contractor shall provide EBT Host System Data Files specified by the State.
323	The Contractor shall work with the State and the successor contractor to define the format and layout of EBT Host System Data Files.

## PRE-SOLICITATION #16153

#	Requirement
324	The Contractor shall provide a minimum of three (3) sets of EBT Host System Data Files to the State and the successor contractor for testing of Data transfer processes.
325	The Contractor shall provide EBT Host System Data Files to the State and the successor contractor for System Cutover to the successor contractor.
326	The Contractor shall develop and distribute a System disruption notification to all active (as defined by the State) Cardholders explaining the downtime associated with System Cutover.
327	The Contractor shall record Cardholder requests for Card deactivation and replacement requests during the System Cutover to the successor contractor and provide this information to the successor contractor.
328	The Contractor shall provide the Card number of mailed Cards returned to the Contactor after System Cutover to the successor contractor.
329	The Contractor shall transfer the Cardholder and Retailer Customer Service numbers to the successor contractor.
330	The Contractor shall provide information about Administrative Equipment and Retailer Equipment provided by the Contractor to the State, Counties, Eligibility System consortia, and Retailers to the successor contractor.
331	The Contractor shall manage the return of Administrative Equipment, Retailer Equipment, and network Equipment provided by the Contractor to the State, Counties, Eligibility System consortia, and Retailers.
332	If requested by the State, the Contractor shall Destroy Disaster Cards and reserve blank cardstock.
333	The Contractor shall process adjustment requests for transactions made prior to System Cutover to the successor contractor.
334	The Contractor shall provide the outcome of adjustment requests completed after System Cutover to the successor contractor.
335	The Contractor shall provide read-only access to the Food and Cash administrative application, eWIC EBT administrative application, and Data Warehouse application for at least thirty (30) Calendar Days following System Cutover to the successor contractor.

# PRE-SOLICITATION #16153

## A.14 Account Structure

### A.14.1 Food and Cash Account Structure Requirements

#	Requirement
336	Data in the Food and Cash EBT Subsystem shall conform to the constraints defined in the Food and Cash EBT Interface Specification (see Appendix I, Food and Cash EBT Interface Specification).
337	Upon receipt or entry of demographic Data for a primary Cardholder, identified by a primary/alternate "01" indicator, with a State Unique Identifier (SUID) and an optional Local Office code, the Food and Cash EBT Subsystem shall create a new EBT Case with active food and cash Accounts.
338	The Food and Cash EBT Subsystem shall use the SUID assigned by the County to identify the EBT Case.
339	The Food and Cash EBT Subsystem shall allow up to ninety-eight (98) alternate Cardholders, identified by primary/alternate indicators "02" through "99" on an EBT Case.
340	The Food and Cash EBT Subsystem shall not allow an alternate Cardholder to be added unless there is a primary Cardholder with the same SUID already in the System.
341	When a Card is issued to a Cardholder, the Food and Cash EBT Subsystem shall issue a System-generated Card number that is associated with the Cardholder.
342	The Food and Cash EBT Subsystem shall record all Card numbers issued to each Cardholder.
343	The Food and Cash EBT Subsystem shall track the most recently issued (current) Card number of each Cardholder.
344	The Food and Cash Card number shall have one of the statuses specified in the Food and Cash EBT Interface Specification.
345	Food and cash Benefit grants shall be added to the appropriate Account based on the SUID, Benefit type, and availability date.
346	Each food and cash Benefit grant in the System shall be uniquely identified by a Benefit authorization number.
347	The Food and Cash EBT Subsystem shall allow Benefit authorization numbers to be reused for Benefit grants deleted from the System.
348	The Food and Cash EBT Subsystem shall restrict the issuance of Benefit types by County.
349	Upon request from the State, the Contractor shall make changes to restrictions of County access to food and cash Benefit types within fifteen (15) Calendar Days.



## PRE-SOLICITATION #16153

#	Requirement
350	The Food and Cash EBT Subsystem shall add and make available Benefit grants received through direct entry or from Eligibility Systems that have reached their availability date and have an existing SUID.
351	The Food and Cash EBT Subsystem shall track Benefit grants received from Eligibility Systems that have not reached their availability date or do not have an EBT Case with a matching SUID.
352	The Food and Cash EBT Subsystem shall make future-dated Benefit grants available between 12:01 a.m. and 5:00 a.m. Pacific Time on the Benefit availability dates.
353	The Food and Cash EBT Subsystem shall create food and cash accounts with no demographic Data upon receipt of a Benefit with an SUID that does not already exist in the Food and Cash EBT Host System.
354	The Food and Cash EBT Subsystem shall make available a Benefit grant that was received without an existing SUID within four (4) hours after receiving demographic Data for the SUID.
355	Once created, Food and Cash EBT Case, Cardholder, and Account Data shall remain on the System throughout the term of the Contract.
356	The Food and Cash EBT Subsystem shall delete a Benefit grant that does not have an existing SUID ninety (90) Calendar Days after the availability date.
357	The Food and Cash EBT Subsystem shall maintain separate food and cash Account balances.
358	The available Food and Cash EBT balance shall always equal the sum of the remaining balance of available Benefit grants minus the sum of active manual authorization holds.
359	The Food and Cash EBT Subsystem shall maintain an available balance for each Account.
360	The Food and Cash EBT Subsystem shall maintain a record of all Cardholder transactions received by the EBT Host and all other transactions that affect Account balance.
361	The Food and Cash EBT Subsystem shall maintain a last Account status date for each Account corresponding to the most recent date of the following: <ul style="list-style-type: none"><li>a. The first transaction that affected the Account balance.</li><li>b. The last completed debit transaction by a Cardholder.</li><li>c. The last Account reactivation.</li></ul>

## PRE-SOLICITATION #16153

#	Requirement
362	If the Food and Cash EBT last Account status date is within zero (0) to one hundred and thirty-four (134) Calendar Days prior to the current date, or if there is no last Account status date, the Account shall have a status of "active."
363	If the food or cash last Account status date is within one hundred and thirty-five (135) to one hundred and seventy-nine (179) Calendar Days prior to the current date, the Account shall have a status of "inactive."
364	If the food or cash last Account status date is within one hundred and eighty (180) to three hundred and sixty-four (364) Calendar Days prior to the current date, the Account shall have a status of "dormant."
365	If the food or cash last Account status date is three hundred and sixty-five (365) Calendar Days or more prior to the current date, the Account shall have a status of "expungeable."
366	If the food or cash Account status is "dormant" or "expungeable," the Cardholder shall be prevented from accessing the Account.
367	The Food and Cash EBT Subsystem shall expunge a Benefit grant if the date that the grant was deposited into the Account is over three hundred and sixty-five (365) Calendar Days prior to the current date and the Account status is "expungeable."
368	The Food and Cash EBT Host System shall maintain records of all changes to Food and Cash EBT Host System Data, including but not limited to transaction history and Card history, for a minimum of three (3) years.
369	After three (3) years, Food and Cash EBT transaction history and Card history shall be maintained on the Food and Cash EBT Host System or offline through the term of the Contract.
370	The Contractor shall maintain Food and Cash EBT transaction history and Card history records for subpoena requests for four (4) years after the termination or expiration of the Contract.
371	The Food and Cash EBT Subsystem shall allow the addition of new Benefit types.
372	The Food and Cash EBT Subsystem shall allow the addition of additional issuer systems.

# PRE-SOLICITATION #16153

## A.14.2 eWIC Account Structure Requirements

#	Requirement
373	Data in the eWIC EBT Subsystem shall conform to the constraints and Specifications defined in the State-approved MIS-EBT Interface Document developed by the eWIC MIS contractor.
374	The eWIC EBT Subsystem shall not allow access to WIC Benefits prior to midnight Pacific Time on the Benefit start date.
375	The eWIC EBT Subsystem shall make WIC Benefits available to Cardholders at midnight Pacific Time on the Benefit start date.
376	The eWIC EBT Subsystem shall not allow access to WIC Benefits after midnight Pacific Time following the Benefit end date.
377	Once created, eWIC EBT Account, Cardholder, and WIC-authorized Retailer Data shall remain on the System through the end of the Contract.
378	Once created, eWIC EBT Benefit Data shall remain on the System for a minimum of three (3) years.
379	The eWIC EBT Host System shall maintain a record of all changes to eWIC EBT Host System Data, including but not limited to transaction history and Card history, for a minimum of three (3) years.
380	After three (3) years, eWIC EBT transaction history and Card history shall be maintained on the eWIC EBT Host System or offline through the term of the Contract.
381	The Contractor shall maintain eWIC EBT transaction history and Card history records for subpoena requests for four (4) years after the termination or expiration of the Contract.

## A.15 Transaction Processing

### A.15.1 Food and Cash Transaction Processing Requirements

#	Requirement
382	For each Calendar Day, the Contractor shall maintain a Food and Cash EBT accuracy standard of no more than two (2) errors per ten thousand (10,000) transactions processed.
383	The Contractor shall use the State's current Institutional Identification Number (IIN) for routing Food and Cash EBT transactions for approval and Settlement.
384	The Contractor shall comply with the most recent ISO 8583 and ANSI X9.58 standards for Food and Cash EBT transactions.

## PRE-SOLICITATION #16153

#	Requirement
385	The Contractor shall comply with any future upgrades and changes to the applicable ISO and ANSI standards, including ISO 8583, and ANSI X9.58 for Food and Cash EBT transactions at no cost to the State.
386	The System shall process Food and Cash EBT transactions as specified in the Quest <sup>®</sup> Operating Rules except as specified by requirements in this Contract.
387	All of the following shall be met before the System authorizes a food or cash transaction: <ul style="list-style-type: none"><li>a. The transaction is initiated through a valid terminal, TPP, or network;</li><li>b. The Retailer has a valid FNS authorization number (for food transactions only);</li><li>c. The Card authentication value is verified;</li><li>d. The Card status is "active;"</li><li>e. The Cardholder has access to the applicable food or cash Account;</li><li>f. The Cardholder's Account has not been disabled due to the aging status or excessive, incorrect PIN attempts (four [4] or more consecutive attempts in the same Day);</li><li>g. The Cardholder's PIN is verified (not applicable to manual voucher transactions); and</li><li>h. There are sufficient funds in the Account to cover the amount of purchase or cash withdrawal and any fees (cash transactions only) and surcharges that are the Cardholder's responsibility.</li></ul>
388	The Food and Cash EBT Subsystem shall process balance inquiries initiated at a POS device or ATM.
389	The Food and Cash EBT Subsystem shall not permit re-presentation of denied transactions as defined by federal regulation 7 CFR 274.12(l).
390	The Food and Cash EBT Subsystem's FNS-approved provider data shall be updated daily from FNS REDE Files.
391	The Food and Cash EBT Subsystem shall validate that food transactions have originated from an FNS-authorized Retailer using REDE File data from the FNS.
392	The Food and Cash EBT Subsystem shall not impose fees for any food transactions.
393	The Food and Cash EBT Subsystem shall credit a food merchandise refund only to the Cardholder's food Account.
394	The Food and Cash EBT Subsystem shall set a maximum limit, specified by the State, on the amount of a food merchandise refund.

## PRE-SOLICITATION #16153

#	Requirement
395	The Food and Cash EBT Subsystem shall process store-and-forward transactions only for food transactions.
396	The Food and Cash EBT Subsystem shall deny a food transaction conducted outside the United States and its territories.
397	The Food and Cash EBT Subsystem shall support the use of manual vouchers for manual food debit and credit transactions, as authorized by the FNS.
398	If the Contractor's Food and Cash EBT Subsystem is unavailable for electronic and manual voucher transaction processing, the Contractor shall permit a stand-in process that allows the Retailer to conduct a food transaction using a manual voucher without an authorization number, not to exceed fifty dollars (\$50) per Case, per Retailer, per Calendar Day.
399	The Contractor shall be liable for payment of food manual voucher transactions, up to fifty dollars (\$50), which were created while the stand-in process was in effect and were subsequently denied when the System was available.
400	The Food and Cash EBT Subsystem shall place a hold on funds in the Cardholder's Account for up to fifteen (15) Calendar Days when a manual food debit is authorized through the Retailer ARU.
401	The Food and Cash EBT Subsystem shall debit the Cardholder's Account and settle the transaction when a manual food debit is cleared electronically or a manual voucher is presented to the Contractor for Settlement within fifteen (15) Calendar Days.
402	The Food and Cash EBT Subsystem shall release the hold on funds if a manual food debit is not cleared either electronically or a manual voucher is not presented for Settlement within fifteen (15) Calendar Days.
403	The Food and Cash EBT Subsystem shall credit the Cardholder's Account and settle the transaction when a manual food credit is cleared electronically or a manual voucher is presented to the Contractor for Settlement within ninety (90) Calendar Days.
404	The Food and Cash EBT Subsystem shall cancel a manual food credit that is not cleared (either electronically or through presentation of a manual voucher) within ninety (90) Calendar Days.
405	The Food and Cash EBT Subsystem shall validate the transaction acquirer as a proper source for cash transactions.
406	The Food and Cash EBT Subsystem shall verify the cash transaction originates from an authorized POS device or ATM.
407	The Food and Cash EBT Subsystem shall not apply any transaction fees to a Cardholder's Account for a POS cash transaction.

## PRE-SOLICITATION #16153

#	Requirement
408	The Food and Cash EBT Subsystem shall not impose a limit on the amount of cash back on a purchase or cash-back POS transaction.
409	The Food and Cash EBT Subsystem shall not impose a limit on the amount of a cash withdrawal on a POS cash withdrawal transaction.
410	The Food and Cash EBT Subsystem shall not apply a transaction fee to the Cardholder's Account for the first four (4) cash withdrawals made using an ATM in a calendar month.
411	The Food and Cash EBT Subsystem shall apply a fee of no more than fifty cents (\$0.50) for each ATM withdrawal transaction after the fourth (4) ATM withdrawal transactions in a calendar month.
412	The Food and Cash EBT Subsystem shall apply a fee of no more than twenty-five cents (\$0.25) for any balance inquiry transaction conducted at an ATM.
413	The Food and Cash EBT Subsystem shall not apply a transaction fee for denied transactions conducted at ATMs.
414	The Food and Cash EBT Subsystem shall reject a reversal if the reversal cannot be matched to a completed transaction.
415	The Food and Cash EBT Subsystem shall reject a reversal if a reversal has already been completed for the original transaction.
416	The Food and Cash EBT Subsystem shall credit back to the Cardholder's Account all fees on transactions that result in a full reversal.
417	The Food and Cash EBT Subsystem shall reject any transaction that would cause a Cardholder's Account to be overdrawn.
418	When a Cardholder's Account is debited, the Food and Cash EBT Subsystem shall reduce the balance of one (1) or more Benefit grants associated with the Account such that no Benefit grant has a balance less than zero dollars (\$0).
419	Reductions in food and cash grant balances for Account debits shall be made in the order based on the oldest Benefit grant (based on the Benefit month) with the highest draw-down priority (based on the Benefit type).
420	When a food or cash Account is credited, the System shall increase the balance of one (1) or more Benefit grants associated with the Account such that no Benefit grant has a balance greater than the original value of the grant.
421	The Food and Cash EBT Subsystem shall make increases in grant balances for Account credits in the order based on the most recent Benefit grant (based on the Benefit month), with the lowest draw-down priority (based on the Benefit type).

## PRE-SOLICITATION #16153

#	Requirement
422	If the Food and Cash EBT Subsystem is unable to apply an Account credit to Benefit grants associated with the Account, or there are no Benefit grants associated with the Account, the System shall deny the transaction.
423	The Food and Cash EBT Subsystem shall identify FNS-approved restaurants, communal dining facilities, and meal delivery services as limited food access locations using the daily FNS REDE File.
424	The Food and Cash EBT Subsystem shall deny food Account transactions (including transactions using manual vouchers) at limited food access locations if the Cardholder Restaurant Meals Program indicator has not been set to "yes."
425	The Food and Cash EBT Subsystem shall allow food Account transactions (including transactions using manual vouchers) at limited food access locations to be denied for all Cardholders in a County specified by the State regardless of the Cardholder Restaurant Meals Program indicator.
426	The Food and Cash EBT Subsystem shall not restrict Cardholder cash Account transactions at limited food access locations that accept the EBT Card.
427	The Food and Cash EBT Subsystem shall allow a limit to be placed on the maximum allowable daily cash withdrawal limit.

### A.15.2 eWIC Transaction Processing Requirements

#	Requirement
428	For each Calendar Day, the Contractor shall maintain an eWIC EBT accuracy standard of no more than two (2) errors per ten thousand (10,000) transactions processed.
429	The Contractor shall use the IIN specified by the State for routing WIC EBT transactions for approval and Settlement.
430	The Contractor shall comply with the most recent ANSI X9.93, Part 1, and FNS WIC EBT Technical Implementation Guide standards for WIC EBT transactions.
431	The Contractor shall comply with any future upgrades and changes to the ANSI X9.93, Part 1, and FNS WIC EBT Technical Implementation Guide standards for WIC EBT transactions at no charge to the State.
432	The System shall process eWIC EBT transactions as specified in the USDA-FNS Operating Rules for WIC EBT.



## PRE-SOLICITATION #16153

#	Requirement
433	<p>All of the following shall be met before the System authorizes a WIC EBT transaction:</p> <ul style="list-style-type: none"><li>a. The transaction is initiated through a valid terminal, TPP, or network;</li><li>b. The WIC Retailer status is “activated;”</li><li>c. The Card authentication value is verified;</li><li>d. The Card status is “active;”</li><li>e. The EBT Account status is “activated;”</li><li>f. The Cardholder’s Account has not been disabled due to excessive incorrect PIN attempts (four [4] or more consecutive bad PIN attempts in the same Calendar Day);</li><li>g. The Cardholder’s PIN is verified (not applicable to manual voucher transactions); and</li><li>h. There are sufficient available Benefits in the Account to satisfy the transaction request.</li></ul>
434	<p>The eWIC EBT Subsystem shall verify the WIC EBT transaction originates from an authorized POS device.</p>
435	<p>The eWIC EBT Subsystem shall, at a minimum, process the following WIC EBT transaction types:</p> <ul style="list-style-type: none"><li>a. Balance Inquiry</li><li>b. Purchase</li><li>c. Reversal and Void</li><li>d. Voucher Clear</li><li>e. Store and Forward</li></ul>
436	<p>For specific WIC-authorized Retailers identified by the State, the eWIC EBT Subsystem shall only approve WIC purchases using cash value Benefits.</p>
437	<p>The eWIC EBT Subsystem shall support the use of manual vouchers for WIC purchases.</p>
438	<p>The Contractor shall clear a manual voucher over the phone if the WIC-authorized Retailer does not have POS capability for four (4) or more Calendar Days.</p>
439	<p>If the Contractor’s eWIC EBT Subsystem is unavailable for electronic and manual voucher transaction processing, the Contractor shall permit a stand-in process that allows the Retailer to conduct a WIC purchase transaction using a manual voucher without an authorization number, not to exceed fifty dollars (\$50) per Cardholder, per Retailer, per Calendar Day.</p>

## PRE-SOLICITATION #16153

#	Requirement
440	The Contractor shall be liable for payment of WIC manual voucher transactions, up to fifty dollars (\$50), which were created while the stand-in process was in effect and were subsequently denied when the System was available.
441	The eWIC EBT Subsystem shall accept manually key-entered transactions.
442	If an item in a WIC purchase transaction request exceeds the Not-to-Exceed (NTE) price, the eWIC EBT Subsystem shall adjust the purchase amount so that the NTE price is not exceeded and return the new purchase amount in the response.
443	The eWIC EBT Subsystem shall reject a reversal if the reversal cannot be matched to a completed transaction.
444	The eWIC EBT Subsystem shall reject a reversal if a reversal has already been completed for the original transaction.
445	The eWIC EBT Subsystem shall reject any transaction that would cause a Cardholder's Account to be overdrawn.
446	The eWIC EBT Subsystem shall not impose fees to Cardholder, TPPs, or WIC-authorized Retailers for any WIC EBT transaction.

### A.16 Third-Party Processors

#### A.16.1 EBT All Third-Party Processing Requirements

#	Requirement
447	The Contractor shall allow Retailers who own, rent, or lease POS devices and/or services to be able to use that Equipment or service to send EBT transactions to the System.
448	The Contractor shall perform certification of all new EBT TPPs that will connect to the System in accordance with the Contractor's <i>Network Certification Plan</i> , regardless of its participation as a TPP in other EBT systems.
449	The Contractor shall re-test and certify a TPP in the event of any significant Software changes made by the Contractor or the TPP.
450	The Contractor shall re-test and certify the TPP if the TPP fails to meet Performance Standards.
451	The Contractor shall complete certification of a TPP within thirty (30) Calendar Days of written notification from a TPP that is ready to be certified.
452	The Contractor shall provide <i>Third-Party Processor/Retailer Certification Test Results</i> within ten (10) Business Days following the completion of TPP certification testing.

# PRE-SOLICITATION #16153

#	Requirement
453	The Contractor shall inform the State within ten (10) Business Days in the event the Contractor is unable to establish or maintain a working relationship with a TPP.
454	The Contractor shall provide the State with written confirmation of certification when a new TPP meets the third-party Interface Specifications and certification standards within ten (10) Business Days following the completion of certification.
455	The Contractor shall notify TPPs that connect to the System of any unscheduled outage that impacts transaction processing within fifteen (15) minutes of identification of the outage.
456	The Contractor shall notify TPPs that connect to the System of any scheduled outage that will impact transaction processing five (5) Business Days prior to the scheduled outage.

### A.16.2 Food and Cash Third-Party Processing Requirements

#	Requirement
457	The Contractor's network certification shall include processing Food and Cash EBT transactions from the TPP, including reversal transactions, using the State test environment.
458	The Contractor shall ensure that TPPs and acquirers that process Food and Cash EBT transactions operate within the Quest <sup>®</sup> Operating Rules and FNS regulations.
459	The Contractor shall ensure that Food and Cash EBT transaction requests from TPPs comply with the ANSI X9.58 messaging standard.
460	Upon written request from the State, the Contractor shall block Food and Cash EBT transactions from locations within sixty (60) Calendar Days where the transaction request messages do not comply with the Quest <sup>®</sup> Operating Rules, FNS regulations, or ANSI X9.58 messaging standard.
461	The System shall not authorize or accept any California food or cash EBT transaction from any TPP that is not certified for Food and Cash EBT.

### A.16.3 eWIC Third-Party Processing Requirements

#	Requirement
462	If a TPP processes WIC EBT transactions, the Contractor's network certification shall include processing WIC EBT transactions from the TPP, including reversal transactions, using the State test environment.
463	The Contractor shall ensure that TPPs and acquirers that process WIC EBT transactions operate within USDA-FNS Operating Rules for WIC EBT and FNS regulations.

## PRE-SOLICITATION #16153

#	Requirement
464	The Contractor shall ensure that WIC EBT transaction requests from TPPs comply with the ANSI X9.93, Part 1 messaging standard.
465	Upon written request from the State, the Contractor shall block Food and Cash EBT transactions from locations within sixty (60) Calendar Days where the transaction request messages do not comply with the USDA-FNS Operating Rules for WIC EBT, FNS regulations, or ANSI X9.93, Part 1 messaging standard.
466	The System shall neither authorize nor accept any California WIC EBT transaction from any TPP that is not certified for eWIC EBT.
467	The Contractor shall support the exchange of Files between the System and WIC-authorized Retailers through a TPP in accordance with the ANSI X9.93, Part 2 File transfer standard.
468	The Contractor shall perform WIC EBT certification of all new WIC-authorized Retailers that will use a TPP in accordance with the Contractor's <i>Network Certification Plan</i> , regardless of its participation as a WIC-authorized Retailer in other EBT systems.
469	The Contractor shall perform WIC EBT certification of WIC-authorized Retailers using the State test environment.
470	The Contractor shall provide <i>Third-Party Processor/Retailer Certification Test Results</i> within ten (10) Business Days following the completion of Retailer WIC EBT certification testing.
471	The Contractor shall re-test and certify a WIC-authorized Retailer in the event of a significant Software change made by the Contractor or the Retailer.
472	The Contractor shall complete WIC EBT certification of a WIC-authorized Retailer within thirty (30) Calendar Days of written notification from the State.
473	The Contractor shall inform the State within ten (10) Business Days in the event the Contractor is unable to establish or maintain a working relationship with a WIC-authorized Retailer.
474	The Contractor shall provide the State with written confirmation of WIC EBT certification when a new WIC-authorized Retailer meets the certification standards within ten (10) Business Days following the completion of certification.
475	The System shall not authorize or accept any WIC EBT transaction from any WIC-authorized Retailer that is not certified for California WIC EBT.

## PRE-SOLICITATION #16153

### A.16.4 Food and Cash Transition Services Third-Party Processing Requirements

#	Requirement
476	The Contractor shall perform food and cash certification of all EBT TPPs that will connect to the System in accordance with the Contractor's <i>Network Certification Plan</i> , regardless of its participation as an acquirer in other EBT systems.
477	The Contractor shall complete food and cash certification of all EBT TPPs and ATM networks that will connect to the System prior to Cutover.
478	The Contractor shall perform food and cash certification of an acquirer capable of processing Food and Cash EBT transactions that originate from a Mobile Device Application that is compatible with mobile devices being used for EBT transaction processing at the time of Contract execution.
479	The Contractor shall complete food and cash certification for Food and Cash EBT transactions that originate from a Mobile Device Application prior to Cutover.

### A.16.5 eWIC EBT Implementation Services Third-Party Processing Requirements

#	Requirement
480	The Contractor shall perform WIC EBT certification of all EBT TPPs that will connect to the System and process WIC EBT transactions in accordance with the Contractor's <i>Network Certification Plan</i> , regardless of its participation as an acquirer in other EBT systems.
481	The Contractor shall complete WIC EBT certification of all EBT TPPs that will connect to the System and process WIC EBT transactions prior to the start of eWIC EBT Pilot Operations.
482	The Contractor shall perform WIC EBT certification of all WIC-authorized Retailers that will connect to the System through a TPP in accordance with the Contractor's <i>Network Certification Plan</i> , regardless of its participation as a WIC-authorized Retailer in other EBT systems.
483	The Contractor shall coordinate WIC EBT certification of a WIC-authorized Retailer with the State and allow the State to witness certification tests.
484	The Contractor shall complete WIC EBT certification of at least ninety-five percent (95%) of WIC-authorized Retailers that will connect to the System through a TPP within: <ol style="list-style-type: none"><li>The Pilot Local Agency service area prior to the start of eWIC EBT Pilot Operations.</li><li>Each Implementation region prior to the start of eWIC EBT operations in the region.</li></ol>

# PRE-SOLICITATION #16153

#	Requirement
485	The Contractor shall perform eWIC EBT certification of an acquirer capable of processing WIC EBT transactions that originate from a Mobile Device Application that is compatible with mobile devices being used for EBT transaction processing at the time of Contract execution.
486	The Contractor shall complete eWIC EBT certification for Food and Cash EBT transactions that originate from a Mobile Device Application prior to Cutover.

## A.17 EBT Switch

### A.17.1 EBT Switch Requirements

#	Requirement
487	The Contractor shall provide EBT switch Services.
488	The Contractor's EBT switch shall comply with all applicable Quest <sup>®</sup> Operating Rules and USDA-FNS Operating Rules for WIC EBT.
489	The Contractor shall ensure that when the EBT Host System does not respond to a transaction request within the required time, a reversal transaction will be sent to the EBT Host System.
490	The Contractor's EBT switch Services shall include electronic intrastate and interstate routing of California Food and Cash EBT transactions between acquirers of those transactions and the Contractor's California Food and Cash EBT Host System.
491	The Contractor's EBT switch Services shall include electronic routing of WIC EBT transactions performed in California and California border locations between acquirers of those transactions and the eWIC EBT Host System.

## A.18 Correction Requests and Adjustments

### A.18.1 Food and Cash Correction Requests and Adjustment Requirements

#	Requirement
492	The Food and Cash EBT Subsystem shall make adjustments to an Account to correct an auditable, out-of-balance Settlement condition that occurs during the redemption process as a result of a System error, only after evaluation and approval of a correction request.
493	The Contractor shall process acquirer-initiated correction requests for Food and Cash EBT in accordance with FNS regulations and the Quest <sup>®</sup> Operating Rules.

## PRE-SOLICITATION #16153

#	Requirement
494	The Contractor shall process Cardholder-initiated correction requests for Food and Cash EBT in accordance with FNS regulations, the Quest <sup>®</sup> Operating Rules, and California waivers to FNS regulations.
495	The Contractor shall approve or deny a Cardholder-initiated correction request for food transactions within fifteen (15) Calendar Days after the request is made by the Cardholder.
496	The Contractor shall approve or deny a Cardholder-initiated correction request for cash transactions within twenty-five (25) Calendar Days after the request is made by the Cardholder.
497	The Contractor's error Resolution and correction request processes for Food and Cash EBT shall be in accordance with FNS regulations and the Quest <sup>®</sup> Operating Rules.
498	The Contractor shall create a correction request as a result of an out-of-balance condition identified during food and cash Settlement.
499	At a minimum, the following information about each correction request shall be recorded by the Food and Cash EBT Subsystem: <ul style="list-style-type: none"> <li>a. Card number;</li> <li>b. SUID;</li> <li>c. Name and location of Retailer or financial institution;</li> <li>d. Transaction date and time;</li> <li>e. Transaction POS identifier (ID);</li> <li>f. Transaction trace ID;</li> <li>g. Date and time of Cardholder call or receipt of request from a Retailer, acquirer, or TPP;</li> <li>h. Correction request number provided by the Customer Service Representative (CSR);</li> <li>i. Correction request type (credit or debit);</li> <li>j. Program (food, cash, or WIC);</li> <li>k. Reason for the correction request, including information provided by the Cardholder, Retailer, acquirer, or TPP;</li> <li>l. Status changes and actions taken; and</li> <li>m. Date the correction request is closed.</li> </ul>
500	The Food and Cash EBT Subsystem shall assign a unique identification number to each correction request.
501	Within three (3) Business Days of the State or County's request, the Contractor shall provide Documentation of a food or cash EBT correction request to the State or County.



## PRE-SOLICITATION #16153

#	Requirement
502	The Contractor shall use System Data and EBT switch Data to investigate a food or cash EBT correction request.
503	Upon completion of a credit adjustment, the Food and Cash EBT Subsystem shall close the correction request.
504	The Food and Cash EBT Subsystem shall have a waiting period of seventeen (17) Calendar Days from the date the correction request was opened to execute a debit adjustment.
505	The Food and Cash EBT Subsystem shall not place a hold on the Cardholder's Account for the amount of the debit adjustment.
506	If a County informs the Contractor that a food and cash Cardholder has requested a fair hearing to contest the debit adjustment within the seventeen (17) Calendar Day waiting period, the Contractor shall close the correction request within one (1) Business Day of notification.
507	If a County informs the Contractor that the outcome of a fair hearing for a food or cash EBT correction request requires a debit adjustment, the Contractor shall complete the debit adjustment without a waiting period within one (1) Business Day of notification.
508	If a County informs the Contractor that the outcome of a fair hearing for a food or cash EBT correction request requires a credit adjustment, the Contractor shall complete a credit adjustment within one (1) Business Day of notification.
509	If a food or cash EBT correction request has not been closed after the seventeen (17) Calendar Day waiting period, the Food and Cash EBT Subsystem shall debit the Cardholder's Account in the amount of the debit adjustment.
510	The System shall only execute a food or cash debit adjustment if the full amount of the debit adjustment is available in the Cardholder's Account.
511	If funds are not available at the time of the food or cash debit adjustment, the System shall attempt to complete the debit adjustment each Calendar Day, immediately following the daily pending Benefits posting, until the end of the next month.
512	The System shall match each food or cash EBT correction request and adjustment to the original transaction.
513	The System shall not allow a food and cash Cardholder-initiated correction request against a debit adjustment more than ninety (90) Calendar Days after the debit adjustment transaction has occurred.
514	The Contractor shall deny a food and cash Cardholder-initiated correction request if the disputed transaction was not the result of a System error.
515	The System shall close all denied food and cash EBT correction requests.

## PRE-SOLICITATION #16153

#	Requirement
516	If a Retailer disputes a food or cash EBT credit adjustment to a Cardholder's Account within six (6) Business Days of the credit adjustment, the Contractor shall initiate a correction request.
517	The Contractor shall obtain the State's approval prior to initiating a food or cash EBT debit adjustment for a disputed credit adjustment to a Cardholder's Account.
518	If the Contractor or the State determines that a food or cash EBT correction request was entered in error, the Contractor shall cancel the correction request.

### A.18.2 eWIC Correction Requests and Adjustment Requirements

#	Requirement
519	The Contractor shall follow the dispute resolution processes defined in the USDA-FNS Operating Rules for WIC EBT.
520	The eWIC EBT Subsystem shall process adjustment transactions for disputes that are approved based on the processes defined in the USDA-FNS Operating Rules for WIC EBT.
521	The Contractor shall use System Data and EBT switch Data to investigate an eWIC dispute.
522	Upon request from the State, the Contractor shall complete a credit or debit adjustment that is the result of a fair hearing within one (1) Business Day.
523	The Contractor shall deny WIC Cardholder-initiated disputes if the disputed transaction was not the result of a System error.
524	The Contractor shall obtain the State's approval prior to initiating an eWIC EBT debit adjustment for a disputed credit adjustment to a Cardholder's Account.
525	If the Contractor or the State determines that an eWIC EBT correction request was entered in error, the Contractor shall cancel the correction request.

### A.19 Cardholder and Retailer ARUs

#### A.19.1 EBT All ARU Requirements

#	Requirement
526	The Contractor shall provide and maintain Cardholder and Retailer ARUs that are available twenty-four (24) hours per day, seven (7) days per week.
527	The Cardholder and Retailer ARUs shall allow callers to make a selection using a touchtone telephone and using voice commands.

## PRE-SOLICITATION #16153

#	Requirement
528	The Cardholder and Retailer ARUs shall be hosted at a minimum of two (2) locations at least five hundred (500) miles apart.
529	In the event the System is not able to process EBT transactions, the Contractor shall add a State-approved, pre-recorded message to the Cardholder and Retailer ARUs within thirty (30) minutes of identification of an outage.
530	The pre-recorded message added in the event the System is not able to process EBT transactions shall be played in the language selected by the caller.
531	The Cardholder and Retailer ARUs shall never respond to a call with a busy signal.
532	The Contractor shall use the State's existing toll-free Cardholder and Retailer telephone numbers for its ARUs.
533	The Cardholder and Retailer ARUs shall provide Services for the hearing and/or speech impaired using the State's toll-free teletypewriter (TTY) telephone number.
534	The Cardholder ARU shall allow a caller to exit from the ARU and automatically transfer to the Cardholder Call Center.
535	The Cardholder ARU shall automatically route a call to the Cardholder Call Center if there is no response to ARU prompts.
536	The Cardholder ARU shall allow a caller to access Food and Cash EBT and eWIC EBT ARU functions in a single call.
537	The Cardholder ARU shall provide Services in the following twelve (12) spoken languages: Arabic, Cambodian, Cantonese, Eastern Armenian, English, Farsi, Hmong, Lao, Mandarin, Spanish, Russian, and Vietnamese.
538	The Cardholder ARU shall accept calls from pay telephones.
539	The Retailer ARU shall provide Services in English and Spanish.
540	The Retailer ARU shall allow a Retailer to process multiple food and WIC manual authorization transactions in a single call.
541	The Retailer ARU shall provide general information about California eWIC EBT, information about where to purchase receipt paper rolls and other EBT-only POS supplies, and information about how to order California WIC-authorized store signage and posters.
542	The Retailer ARU shall allow a caller to exit from the ARU and automatically transfer to the Retailer Call Center.
543	The Retailer ARU shall automatically route a call to the Retailer Call Center if there is no response to ARU prompts.

## PRE-SOLICITATION #16153

#	Requirement
544	The Contractor shall provide a call capacity of, at a minimum, one hundred and fifty thousand (150,000) calls answered per hour by the Cardholder ARU.
545	The Contractor shall provide a call capacity of, at a minimum, one hundred and fifty thousand (150,000) calls answered per hour by the Retailer ARU.

### A.19.2 Food and Cash ARU Requirements

#	Requirement
546	The Cardholder ARU shall provide the food and cash Cardholder's food and cash Account balance(s) based on the Cardholder access recorded in the Food and Cash EBT Subsystem.
547	The Cardholder ARU shall provide the Benefit amount and availability date of the food and cash Cardholder's future-dated food and cash Benefits.
548	The Cardholder ARU shall allow a food and cash Cardholder to change a PIN in a single call.
549	The Cardholder ARU shall verify that the date of birth and Social Security number entered by the food and cash Cardholder matches the Cardholder Data in the System prior to allowing a PIN change.
550	The Cardholder ARU shall not allow a PIN change if the food and cash Cardholder's date of birth is not a valid date or if the Cardholder's Social Security number is not valid or all zeros.
551	The Cardholder ARU shall allow a food and cash Cardholder to review, by Account type, the ten (10) most recent successful transactions that affect the available Account balance, including the date, time, and amount of each transaction.
552	The Cardholder ARU shall allow a food and cash Cardholder to request a two (2)-month statement of Food and Cash EBT Account history, by Account type, for successful transactions that affect the available Account balance including the date, time, and amount of each transaction.
553	The Contractor shall mail a two (2)-month statement of Account history requested through the Cardholder ARU to the Cardholder's address in the System no later than the next Postal Day using no less than United States Postal Service First-Class postage.
554	The Cardholder ARU shall allow a food and cash Cardholder to inquire about the number of remaining cash withdrawal transactions without a fee to the Cardholder.
555	The System shall allow a food and cash Cardholder to select a numeric pass code that can be used as additional identity verification for ARU and Call Center functions.

## PRE-SOLICITATION #16153

#	Requirement
556	If the food and cash Cardholder has selected a pass code for ARU and Call Center functions, the ARU shall verify the pass code before allowing access to Cardholder Data or a PIN change.
557	The Retailer ARU shall process food debit and credit manual voucher authorization transactions.

### A.19.3 eWIC ARU Requirements

#	Requirement
558	The Cardholder ARU shall provide WIC Cardholders with their Benefit balances.
559	The Cardholder ARU shall provide the date when the WIC Cardholder's current Benefits expire.
560	The Cardholder ARU shall provide the amount and start date of WIC Cardholder Benefits that will be available in the future.
561	The Cardholder ARU shall allow a WIC Cardholder to change a PIN in a single call.
562	The Cardholder ARU shall verify that Data, specified by the State, entered by the WIC Cardholder matches the Cardholder Data on the System prior to allowing a PIN change.
563	The Cardholder ARU shall allow a WIC Cardholder to review the ten (10) most recent successful WIC EBT transactions that affect the Benefit balance, including the date, time, and total amount of each transaction.
564	The Retailer ARU shall process WIC debit manual voucher authorization transactions.

### A.19.4 Food and Cash ARU Cardholder Notification Requirements

#	Requirement
565	The Contractor shall notify the food and cash Cardholder using an automated telephone call when an adjustment of ten dollars (\$10.00) or more is credited to the Cardholder's Account.
566	The Contractor shall notify the Cardholder using an automated telephone call when the food and cash Cardholder has exceeded a number of ATM surcharges, specified by the State, during the first twenty-five (25) Calendar Days of the month.
567	Automated telephone calls shall be made in the following twelve (12) spoken languages based on the primary Cardholder's language: Arabic, Cambodian, Cantonese, Eastern Armenian, English, Farsi, Hmong, Lao, Mandarin, Spanish, Russian, and Vietnamese.

## PRE-SOLICITATION #16153

#	Requirement
568	Automated telephone calls shall be made between 5:00 p.m. and 9:00 p.m. Pacific Time.
569	If an automated telephone call receives a live answer, the call recipient shall be able to opt out from future calls.
570	The Food and Cash EBT Subsystem shall maintain separate do-not-call lists for adjustment and surcharge automated calls.
571	If an automated telephone call receives a voice mail, the notification shall be repeated once.
572	If an automated telephone call receives a busy signal, the Food and Cash EBT Subsystem shall repeat the automated telephone call up to three (3) additional times.

### **A.19.5 Food and Cash Transition Services ARU Requirements**

#	Requirement
573	The Contractor shall transfer the Cardholder and Retailer ARU telephone numbers from the incumbent EBT contractor's cardholder and retailer ARUs to the Contractor's Cardholder and Retailer ARUs during Cutover.
574	The Contractor shall implement State-approved messages on the Cardholder and Retailer ARUs during Cutover.

### **A.19.6 eWIC EBT Implementation Services ARU Requirements**

#	Requirement
575	Cardholder and Retailer ARU functions for eWIC EBT shall be available at the start of eWIC EBT Pilot Operations.

## **A.20 Cardholder and Retailer Call Centers**

### **A.20.1 EBT All Cardholder Call Center Requirements**

#	Requirement
576	The Contractor shall provide and maintain primary and backup Cardholder Call Centers with CSRs that are available twenty-four (24) hours per day, seven (7) days per week.
577	The primary and backup Cardholder Call Centers shall be located at least two hundred (200) miles apart.
578	The CSRs at the Cardholder Call Centers in California shall be workers employed in California.

## PRE-SOLICITATION #16153

#	Requirement
579	On a daily basis, the Cardholder Call Centers shall limit the wait time to speak to a CSR to no more than thirty (30) seconds for ninety-eight and five tenths percent (98.5%) of all calls.
580	The Cardholder Call Centers shall provide Services for the hearing and/or speech impaired using the State's toll-free TTY telephone number.
581	The Contractor shall provide English and Spanish-speaking Cardholder Call Center CSRs twenty-four (24) hours per day, seven (7) days per week.
582	The Contractor shall provide Cardholder Call Center CSRs or operator-assisted Customer Service for Cardholders in the following ten (10) spoken languages, twenty-four (24) hours per day, seven (7) days per week: Arabic, Cambodian, Cantonese, Eastern Armenian, Farsi, Hmong, Lao, Mandarin, Russian, and Vietnamese.
583	Computer applications used by Cardholder Call Center CSRs shall only display the last four (4) digits of a Cardholder's Social Security number.
584	The System shall prohibit Cardholder Call Center CSRs from making a change to a Cardholder's address in the System.
585	The System shall allow a Cardholder Call Center CSR to search for a Cardholder by Card number and by Social Security number.
586	Upon request, the Cardholder Call Center CSR shall deactivate an EBT Card.
587	When deactivating an EBT Card, the Cardholder Call Center CSR shall record the reason for deactivation.
588	The Cardholder Call Center CSR shall record a Cardholder's Report of unauthorized EBT Card use, Retailer fraud, and complaints about Retailers.
589	The Contractor shall notify the State when a Cardholder reports to a Cardholder Call Center CSR of unauthorized EBT Card use, Retailer fraud, and/or a complaint about a Retailer within two (2) Business Days of the CSR receiving the Cardholder's Report.
590	Upon request, the Cardholder Call Center CSR shall submit a Cardholder-initiated correction request for a disputed transaction.
591	The Contractor shall notify the State within one (1) Business Day when a Cardholder has reported to a Cardholder Call Center CSR a transaction where the Cardholder was not present at the time of the transaction, the Cardholder was in possession of the Card at the time of the transaction, and the Cardholder does not know who made the transaction.
592	When a Cardholder-initiated correction request is recorded, the Cardholder Call Center CSR shall provide the Cardholder with a unique identification number assigned to the correction request when a Cardholder-initiated correction request for a disputed transaction is submitted.



## PRE-SOLICITATION #16153

#	Requirement
593	When requested, the Cardholder Call Center CSR shall provide the status of a correction request for a disputed transaction.
594	When requested, the Cardholder Call Center CSR shall provide Customer Service to Cardholders for Food and Cash EBT and eWIC EBT in a single call.
595	The Cardholder Call Center CSR shall assist Cardholders who want access to and assistance with the Cardholder Website.
596	The Cardholder Call Center CSR shall assist Cardholders who want access to and assistance with the Mobile Device Application and text message inquiries.
597	The Contractor shall provide live call monitoring of Cardholder Call Center CSRs and CSR supervisors by the State via remote access at least monthly, and more frequently as requested by the State.
598	The Contractor shall enable State staff to interact with a Cardholder Call Center manager during call monitoring.
599	The Contractor shall retain recordings of calls to Cardholder Call Center CSRs (including CSR supervisors and management) for a minimum of one hundred and twenty (120) Calendar Days.
600	Upon request from the State, the Contractor shall provide recordings of calls to Cardholder Call Center CSRs (including CSR supervisors and management).
601	Upon the State's request, the Contractor shall permit the State to inspect the Cardholder Call Centers.
602	The Contractor shall pay the monthly costs and all other costs associated with the Cardholder and Retailer Customer Service primary toll-free telephone numbers.

### **A.20.2 Food and Cash Cardholder Call Center Requirements**

#	Requirement
603	The System shall maintain a list of Counties that do not allow Cardholder Call Center CSRs to issue Food and Cash Cards and/or PINs to be mailed to Cardholders.
604	When requested, the Cardholder Call Center CSR shall process a request for a mailed replacement Food and Cash Card.
605	Prior to issuing a mailed Food and Cash Card, the Cardholder Call Center CSR shall verify that the date of birth, last four (4) digits of the Social Security number, and address provided by the Cardholder matches the Cardholder Data in the System.

## PRE-SOLICITATION #16153

#	Requirement
606	The Cardholder Call Center CSR shall only issue a mailed Food and Cash Card when the date of birth, Social Security number, and address provided by the Cardholder are valid.
607	The System shall prevent a Cardholder Call Center CSR from issuing a mailed Food and Cash Card if the County does not allow CSRs to issue mailed Cards.
608	When requested, the Cardholder Call Center CSR shall request a mailed System-generated PIN for a food and cash Cardholder.
609	Prior to issuing a mailed PIN for a food and cash Cardholder, the Cardholder Call Center CSR shall verify that the Cardholder's date of birth, last four (4) digits of the Social Security number, and address provided by the Cardholder matches the Cardholder's Data in the System.
610	The Cardholder Call Center CSR shall only issue a mailed PIN for a food and cash Cardholder when the date of birth, Social Security number, and address provided by the Cardholder are valid.
611	The System shall prevent a Cardholder Call Center CSR from issuing a mailed PIN for a food and cash Cardholder if the County does not allow CSRs to issue mailed PINs.
612	When requested by the Cardholder, the Cardholder Call Center CSR shall submit a request for a mailed two (2)-month statement of Food and Cash EBT Account history, by Account type, for successful transactions that affect the available Account balance, including the date, time, and amount of each transactions.
613	The Contractor shall mail a CSR-requested two (2)-month statement of Account history to the Cardholder's address in the System no later than the next Postal Day, using no less than U.S. Postal Service First-Class postage.
614	If the food and cash Cardholder has selected a numeric pass code for ARU and Call Center functions, the Cardholder Call Center CSRs shall verify the pass code before providing EBT Data to the caller or allowing a PIN change, deactivating a Card (unless the actual Card number is provided), issuing a mailed Card, and/or issuing a mailed PIN.
615	When requested, the Cardholder Call Center CSR shall provide a Cardholder with the Cardholder's County contact information.

### **A.20.3 WIC Cardholder Call Center Requirements**

#	Requirement
616	When requested, the Cardholder Call Center CSR shall provide a WIC Cardholder with the Cardholder's Local Agency and State-level WIC contact information.

## PRE-SOLICITATION #16153

### A.20.4 Retailer Call Center Requirements

#	Requirement
617	The Contractor shall provide and maintain a primary and backup Retailer Call Center with CSRs that are available twenty-four (24) hours per day, seven (7) days per week.
618	The primary and backup Retailer Call Centers shall be at located at least two hundred (200) miles apart.
619	On a daily basis, the Retailer Call Centers shall limit the wait time to speak to a CSR to no more than thirty (30) seconds for ninety-eight and five tenths percent (98.5%) of all calls.
620	The Retailer Call Centers shall provide Services for the hearing and/or speech impaired using the State's toll-free TTY telephone number.
621	The Contractor shall provide English and Spanish-speaking Retailer Call Center CSRs twenty-four (24) hours per day, seven (7) days per week.
622	The Retailer Call Center CSRs shall assist Retailers with inquiries regarding Equipment, transactions, food and cash correction requests, WIC disputes, and Settlement.
623	The Retailer Call Center CSRs shall provide general information about California eWIC EBT, information about where to purchase receipt paper rolls and other EBT-only POS supplies, and information about how to order California WIC-authorized store signage and posters.
624	When requested, the Retailer Call Center CSR shall respond to inquiries about the status of a correction request for a disputed transaction.
625	The Retailer Call Center CSR shall assist Retailers who want access to and assistance with the Retailer Website.
626	Retailer Call Center CSR shall troubleshoot EBT-only and wireless POS problems and determine if a replacement is necessary or transfer the call to another CSR that can troubleshoot EBT-only and wireless POS problems and determine if a replacement is necessary.
627	When requested, the Retailer Call Center CSR shall provide Customer Service to Retailers for both Food and Cash EBT and eWIC EBT in a single call.
628	The Contractor shall provide live call monitoring of Retailer Call Center CSRs and CSR supervisors by the State via remote access at least monthly, and more frequently as requested by the State.
629	The Contractor shall enable State staff to interact with a Retailer Call Center manager during call monitoring.
630	The Contractor shall retain recordings of Retailer calls to Retailer Call Center CSRs (including CSR supervisors and management) for a minimum of one hundred and twenty (120) Calendar Days.

## PRE-SOLICITATION #16153

#	Requirement
631	Upon request from the State, the Contractor shall provide recordings of calls to Retailer Call Center CSRs (including CSR supervisors and management).
632	Upon the State's request, the Contractor shall permit the State to inspect the Retailer Call Centers.

### A.20.5 Helpline Requirements

#	Requirement
633	The Contractor shall provide an End User helpline and a technical helpline that are available twenty-four (24) hours per day, seven (7) days per week.
634	The End User helpline shall allow the State, County, Eligibility System consortium, Local Agency, and eWIC MIS staffs to report Deficiencies, request maintenance of Equipment provided by the Contractor, and submit questions.
635	The technical helpline shall provide technical assistance to Eligibility System consortium, the Statewide Automated Reconciliation System (SARS), and eWIC MIS staffs with issues related to the EBT Interface.
636	The Contractor shall enter items reported by the End User and technical helplines into the ticket management application.
637	The End User helpline and the technical helpline shall provide information about System outages.

### A.20.6 Food and Cash Transition Services Call Center Requirements

#	Requirement
638	A Retailer helpline shall be available during Food and Cash EBT Transition Services to assist Retailers with Retailer Agreements, EBT-only Equipment problems, and other Conversion questions.

### A.20.7 eWIC EBT Implementation Services Call Center Requirements

#	Requirement
639	Cardholder and Retailer Call Center functions for eWIC EBT shall be available at the start of eWIC EBT Pilot Operations.

# PRE-SOLICITATION #16153

## A.21 EBT Cards and PIN

### A.21.1 EBT All Card and PIN Requirements

#	Requirement
640	The Contractor shall produce Cards in accordance with the Specifications, artwork, and layout specified in the Card Design Specification (refer to OSI EBT RFP #XXXXX Appendix H, Card Design Specification).
641	The Contractor shall produce Food and Cash and WIC Card sleeves in accordance with the Specifications, artwork, and layout specified in the Card Design Specification.
642	The design for the Cards, Card sleeves, Card carrier, and PIN mailer shall not change, unless approved by the State.
643	The Contractor shall submit a sample mock-up for State approval prior to any changes to the Cards, Card sleeves, Card carrier, or PIN mailer.
644	The Contractor shall use a four (4)-color printing process to produce Cards.
645	The Contractor shall update the version number on Cards when generating a new batch of blank cardstock.
646	When versioning cardstock, the Card version shall increase in increments of 1.0 (e.g., from Version 2.0 [V2.0] to Version 3.0 [V3.0]), if there are approved format or design changes to the Card.
647	When versioning cardstock, the Card version shall increase in increments of 0.1 (e.g., V2.1, V2.2, etc.) for each reorder of cardstock, provided there are no format or design changes to the Card.
648	The System shall not place a limit on the number of replacement Cards that may be issued to a Cardholder.
649	In the event the State decides to place a limit on the number of replacement Cards that may be issued to a Cardholder, the System shall allow and have the capability of placing such a limit.
650	The Contractor shall not charge the Cardholder for replacement Cards.
651	The Contractor shall pay the annual cost and any other costs for the State-leased Post Office Box corresponding to the “return to” address on the back of the Food and Cash and WIC Cards.
652	At a minimum, on a weekly basis the Contractor shall retrieve lost or stolen EBT Cards and other mail sent to a State-leased Post Office Box in Sacramento, California.
653	The Contractor shall deactivate and Destroy lost or stolen Cards returned to the State-leased Post Office Box.
654	The Contractor shall deliver correspondence and confidential materials received from the State-leased Post Office Box to the State within five (5) Business Days of retrieving the materials.

## PRE-SOLICITATION #16153

#	Requirement
655	The PIN shall be comprised of four (4) numeric digits.
656	The System shall verify the PIN is linked to the Card number.
657	When a Cardholder is required to enter his or her PIN to perform an EBT function, the System shall limit incorrect PIN entries to four (4) consecutive PIN attempts within one (1) Calendar Day.
658	After four (4) consecutive unsuccessful PIN attempts, the System shall temporarily disable the Card until 12:00 a.m. Pacific Time of the next Calendar Day.
659	For PINs disabled during a given Calendar Day, the System shall reset the excessive, incorrect PIN attempt count to zero (0) at 12:01 a.m. Pacific Time on the following Calendar Day.
660	The Contractor shall not set a limit on the number of times a Cardholder may change his or her PIN.
661	In the event of a Card replacement, the Contractor shall link the existing PIN to the new Card number unless the new Card is a pre-printed Disaster Card.
662	The Contractor shall not transmit unencrypted Card numbers or PINs.
663	The Contractor shall require all TPPs, ATM networks, and POS acquirers to encrypt PIN information for EBT transactions.
664	The System shall not store unencrypted PINs.
665	The System shall translate and decrypt PINs within a physically secure tamper-resistant security module.
666	The Contractor shall manage PIN encryption keys in accordance with the standards set by ANSI X9.8 -1982; X9.24 -1992; X3.92 -1987.

### A.21.2 Food and Cash Card and PIN Requirements

#	Requirement
667	The Contractor shall produce and distribute Food and Cash Card cardstock, Card sleeves, Card carriers, and PIN mailers.
668	The Contractor shall maintain sufficient Food and Cash Card cardstock inventory to support its mailed Card production efforts and local Card issuance in the Counties.
669	The Contractor shall send Counties blank Food and Cash Card cardstock and Card sleeves for local Card issuance.
670	The Contractor shall provide Counties with Food and Cash Card cardstock and Card sleeves within five (5) Business Days of request.
671	The Contractor shall ship Food and Cash Card cardstock to Counties using a service that tracks the shipment and requires a signature for receipt.

## PRE-SOLICITATION #16153

#	Requirement
672	The Contractor shall send only inactive Food and Cash Card cardstock to County issuance locations.
673	The Contractor shall maintain a Food and Cash Card cardstock ordering process for Counties to use to order blank cardstock and Card sleeves for local Card issuance.
674	The Food and Cash Card shall comply with federal regulations 7 CFR 274.12(h)(6), Quest <sup>®</sup> Operating Rules, and ISO 7813.
675	The Contractor shall produce the Food and Cash Card carrier in accordance with the Specifications, artwork, and layout specified in the Card Design Specification.
676	The Contractor shall produce the Food and Cash PIN mailer in accordance with the Specifications, artwork, and layout specified in the Card Design Specification.
677	The System shall not require Cardholders to activate mailed Food and Cash Cards.
678	When a mailed Food and Cash Card is issued as the initial Card for a new Cardholder, the Contractor shall include a State-provided training pamphlet and wallet Card in the language specified in the System by the Cardholder language indicator.
679	The Contractor shall mail new and replacement Food and Cash Cards using no less than U.S. Postal Service First-Class postage.
680	Following receipt of a mailed Food and Cash Card-issuance request, the Contractor shall mail Cards no later than the next Postal Day using no less than U.S. Postal Service First-Class postage.
681	Upon request from the State, the System shall deduct a Card replacement fee directly from a Cardholder's food or cash Account.
682	The Contractor shall maintain a minimum inventory of five hundred thousand (500,000) holograms that can be used for the production of new Food and Cash Card cardstock.
683	When requested, the System shall send a System-generated PIN to a food and cash Cardholder's address that is in the System.
684	The Contractor shall mail PINs using no less than U.S. Postal Service First-Class delivery service.
685	If a mailed PIN issuance is requested with a mailed Card issuance for the same food and cash Cardholder, the Contractor shall mail the PIN two (2) Postal Days after mailing the Card.



## PRE-SOLICITATION #16153

#	Requirement
686	If a mailed PIN issuance is requested without a mailed Card issuance for the same food and cash Cardholder, the Contractor shall mail the PIN no later than the next Postal Day following receipt of a mailed PIN issuance request.
687	Upon request from the State for specific Cardholders, the Food and Cash EBT Subsystem shall generate a mailed Card in an inactive status that can be activated on a date specified by the State.
688	When an inactive mailed Card is activated, the Food and Cash EBT Subsystem shall deactivate the Cardholder's Card that was current at the time the inactive mailed Card was issued.
689	The Food and Cash EBT Subsystem shall not activate an inactive mailed Card if the Cardholder's Card that was current at the time the inactive mailed Card was issued has been replaced.
690	The Contractor shall deactivate and Destroy mailed Food and Cash Cards returned as undeliverable.
691	The Contractor shall Destroy PIN mailers returned as undeliverable.
692	The Contractor shall maintain primary and backup Food and Cash Card production facilities capable of creating and processing mailed Food and Cash Cards.
693	The primary and backup Food and Cash Card production facilities shall be located at least two hundred (200) miles apart.

### A.21.3 WIC Card and PIN Requirements

#	Requirement
694	The Contractor shall produce and distribute WIC Cards and Card sleeves.
695	The Contractor shall print, encode, and distribute pre-printed WIC Cards.
696	The Contractor shall maintain a minimum inventory of five hundred thousand (500,000) blank WIC Cards and five hundred thousand (500,000) pre-printed WIC Cards to support ongoing Card issuance at Local Agency clinics.
697	The Contractor shall provide Local Agencies with pre-printed WIC Cards and Card sleeves within five (5) Business Days of request.
698	The Contractor shall ship WIC Cards to Local Agencies using a service that tracks the shipment and requires a signature for receipt.
699	The Contractor shall package WIC Cards for delivery to Local Agencies in accordance with the Card Design Specification.
700	The Contractor shall maintain a WIC Card ordering process for Local Agencies to use to order pre-printed WIC Cards and Card sleeves for local Card issuance.

## PRE-SOLICITATION #16153

#	Requirement
701	The Contractor shall send only inactive WIC Cards to Local Agency locations.
702	The System shall activate WIC Cards upon issuance to WIC Cardholders.
703	If there is no PIN carried over to a newly issued WIC Card, the System shall not assign a PIN to the WIC Card until a PIN is selected through the eWIC MIS-EBT Interface, the ARU, or the eWIC EBT administrative application.
704	The WIC Card shall comply with magnetic-stripe Card requirements specified in the USDA-FNS Operating Rules for WIC EBT.
705	The Contractor shall maintain primary and backup WIC Card production facilities capable of creating WIC Cards for issuance to WIC Local Agencies.
706	The primary and backup WIC Card production facilities shall be located at least two hundred (200) miles apart.
707	The Contractor shall maintain an inventory of at least two hundred thousand (200,000) blank WIC Cards and two hundred thousand (200,000) pre-printed WIC Cards in each of its two (2) secured locations.
708	Upon direction from the State, the Contractor shall produce a minimum of ten thousand (10,000) pre-printed WIC Cards per Business Day.

### **A.21.4 Food and Cash Transition Services Card and PIN Requirements**

#	Requirement
709	The Contractor shall submit a sample Food and Cash Card, Card sleeve, Card carrier, and PIN mailer for State approval at least six (6) months prior to Cutover.
710	The Contractor shall develop, implement, and maintain a Food and Cash Card cardstock ordering process for Counties to use to order blank cardstock and Card sleeves for local Card issuance at least two (2) months prior to Cutover.
711	The Contractor shall begin making payments for the State-leased Post Office Box corresponding to the "return to" address on the back of the Food and Cash and WIC Cards following Cutover.

## PRE-SOLICITATION #16153

### A.21.5 eWIC EBT Implementation Services Card and PIN Requirements

#	Requirement
712	The Contractor shall submit a sample blank WIC Card, pre-printed WIC Card, and Card sleeve for State approval at least six (6) months prior to the start of eWIC EBT Pilot Operations.
713	The Contractor shall develop, implement, and maintain a WIC Card cardstock ordering process for Local Agencies to use to order pre-printed WIC Cards and Card sleeves for local Card issuance at least three (3) months prior to the start of eWIC EBT Pilot Operations.
714	The Contractor shall provide sufficient quantities of pre-printed WIC Cards and sleeves to Local Agencies prior to the start of eWIC EBT Pilot Operations and prior to initial operations in each Implementation region.

### A.21.6 WIC Card Acceptor Device

#	Requirement
715	The System shall allow eWIC EBT PINs to be selected at a Local Agency office using WIC Card acceptor device hardware specified by the eWIC MIS contractor, with Contractor-provided Software and PIN encryption key that Interfaces with the System through the eWIC MIS host-to-host Interface.
716	The Contractor shall work with the eWIC MIS contractor to develop technical requirements for using the hardware specified by the eWIC MIS contractor to select an eWIC EBT PIN.
717	The Contractor shall develop Software for the WIC Card acceptor device.
718	The Contractor shall provide PIN encryption keys for the WIC Card acceptor device.
719	The WIC Card acceptor device Software and encryption keys shall meet the requirements of ISO 9564.

## A.22 Settlement and Reconciliation

### A.22.1 EBT All Settlement and Reconciliation Requirements

#	Requirement
720	The Contractor shall provide Settlement processing, accounting, Reconciliation, and reporting Services for California EBT.
721	The Contractor's Settlement and Reconciliation activities shall be performed with one hundred percent (100%) accuracy.
722	The Contractor shall reconcile daily Settlement activity to the Contractor's daily Host Settlement values.

## PRE-SOLICITATION #16153

#	Requirement
723	The Contractor shall initiate Settlement payments to TPPs and EBT-only Retailers through Automated Clearing House (ACH) transfers each Settlement Day.
724	If an ACH transfer to a TPP or EBT-only Retailer fails, the Contractor shall use a Federal Reserve wire transfer (also known as Fedwire) to complete Settlement.
725	The Contractor shall be liable for errors in the ACH File.
726	The Settlement Day shall begin and end at 3:00 p.m. Pacific Time.
727	The Contractor's concentrator bank shall be a federally insured financial institution.

### A.22.2 Food and Cash Settlement and Reconciliation Requirements

#	Requirement
728	The Contractor shall submit Anti-Fraud Locator EBT Retailer Transaction (ALERT), Account Management Agent (AMA), Automated Standard for Application for Payments (ASAP), and Store Tracking and Redemption System (STARS) data for food Account activity to the respective agencies in accordance with the timeframes and File format as specified in the FNS File Format Specifications and federal regulations.
729	The Contractor shall meet food Reconciliation requirements of the federal regulation 7 CFR 274.12(j).
730	The Food and Cash EBT Subsystem shall not include Benefits that have not reached their availability date and Benefits that have no matching demographic information when calculating the outstanding Benefit liability.
731	The Contractor shall use ACH transfers as the primary method for settling cash Benefits with each cash County.
732	The Contractor shall use a Federal Reserve wire transfer as the backup method for settling cash Benefits with each cash County.
733	The Contractor shall complete cash Settlement with each County bank by 6:00 a.m. Pacific Time for Settlement of the previous day's cash transactions.
734	The Contractor shall conduct Settlement for Food and Cash EBT transactions with each TPP and EBT-only Retailer.
735	The Contractor shall settle day-of-draw Food and Cash EBT transactions on the next Business Day.
736	The Contractor shall originate a daily payment request for food Settlement through the ASAP system prior to or by 8:59 p.m. Pacific Time for Settlement of food transactions.

## PRE-SOLICITATION #16153

#	Requirement
737	The System shall settle and reconcile specific food Benefits, with Benefit types designed by the State, separately from Benefits settled through the ASAP system.
738	When required by the State, the System shall settle cash Benefits for each County by Benefit type using multiple County and/or State bank Accounts.
739	For TPPs or other service providers that are directly connected to the Contractor's EBT Host, the Contractor shall execute a single Settlement payment for Food and Cash EBT Benefits provided during the Settlement Day.
740	The Contractor shall transmit the following food and cash Settlement and Reconciliation Files and Reports to County Eligibility Systems and the State's SARS, in accordance with the Food and Cash EBT Interface Specification (see Appendix I, Food and Cash EBT Interface Specification) and Reports Specification (see Appendix K, Reports Specification), by 10:00 p.m. Pacific Time following the end of the Settlement Day: <ul style="list-style-type: none"><li>a. Account Activity Files</li><li>b. Grant Expungement Files</li><li>c. Unlinked Benefits Files</li><li>d. Benefit Files</li><li>e. Benefit Return Files</li><li>f. Daily Benefit Draw Down Report</li><li>g. Daily State Issuer Totals Report</li></ul>
741	Upon request by the State, the Contractor shall return any funds to the State that cannot be settled to TPPs and Retailers within ninety (90) Calendar Days.

### **A.22.3 eWIC Settlement and Reconciliation Requirements**

#	Requirement
742	The Contractor shall perform clearing, Settlement, and Reconciliation for WIC EBT transactions in accordance with the USDA-FNS Operating Rules for WIC EBT.
743	The Contractor shall use ACH transfers as the primary method for settling WIC Benefits with the California Department of Public Health (CDPH).
744	The Contractor shall use Federal Reserve wire transfers as the backup method for settling WIC Benefits with the CDPH.
745	The Contractor shall complete eWIC Settlement with the CDPH on the second Business Day after the Settlement date of the transactions.

## PRE-SOLICITATION #16153

#	Requirement
746	The Contractor shall make payments to WIC-authorized Retailers and TPPs for completed WIC EBT transactions by 3:00 p.m. Pacific Time on the second Business Day after the Settlement date of the transactions.
747	The Contractor shall transmit WIC Settlement and Reconciliation Files and Reports with WIC Benefit redemption and ACH payment Data to the eWIC MIS in accordance with the State-approved MIS-EBT Interface Document developed by the eWIC MIS contractor, by 10:00 p.m. Pacific Time following the end of the Settlement Day.
748	If a payment to a WIC-authorized Retailer or TPP cannot be completed, the Contractor shall research the problem and attempt to resend the payment.
749	The Contractor shall return any funds to the State that cannot be settled to TPPs and WIC-authorized Retailers within ninety (90) Calendar Days.
750	At a minimum, the Contractor shall provide the following information for each unsettled payment returned to the State: <ul style="list-style-type: none"><li>a. WIC-authorized Retailer number or TPP name.</li><li>b. WIC-authorized Retailer or TPP bank Account number.</li><li>c. Settlement date.</li><li>d. Settlement amount.</li><li>e. Attempted payment dates and transfer types (ACH or Federal Reserve wire transfer).</li></ul>

### **A.22.4 Food and Cash Transition Services Settlement and Reconciliation Requirements**

#	Requirement
751	The Contractor shall assist the State with the completion of the ASAP Bank Information form.
752	The Contractor shall file the ASAP Bank Information form with the U.S. Department of the Treasury Financial Management Services no less than sixty (60) Calendar Days prior to Cutover.
753	The Contractor shall conduct a dry-run test of the ACH process for cash Settlement with each County's bank no less than sixty (60) Calendar Days prior to Cutover.
754	Each County ACH dry-run test shall consist of: <ul style="list-style-type: none"><li>a. One dollar (\$1.00) credit via ACH.</li><li>b. One dollar (\$1.00) debit via ACH.</li></ul>

## PRE-SOLICITATION #16153

### A.22.5 eWIC EBT Implementation Services Settlement and Reconciliation Requirements

#	Requirement
755	The Contractor shall conduct a dry-run test of the ACH and Federal Reserve Wire processes with the CDPH's bank no less than sixty (60) Calendar Days prior to the start of eWIC EBT Pilot Operations.
756	The ACH and Federal Reserve dry-run test shall consist of: <ul style="list-style-type: none"><li>a. One dollar (\$1.00) credit via ACH.</li><li>b. One dollar (\$1.00) debit via ACH.</li><li>c. One dollar (\$1.00) credit via Federal Reserve wire transfer.</li><li>d. One dollar (\$1.00) debit via Federal Reserve wire transfer.</li></ul>
757	The Contractor shall reimburse the CDPH via ACH for any fees incurred with testing the Federal Reserve wire transfer processes.

### A.23 EBT Database Conversion

#### A.23.1 EBT Database Conversion Requirements

#	Requirement
758	The Contractor shall participate in weekly Transition Services planning meetings with the State and the incumbent EBT contractor.
759	The Contractor shall receive and load into the production Food and Cash EBT Host System the following Conversion Files: <ul style="list-style-type: none"><li>a. Transaction history (online and offline).</li><li>b. Benefit Data.</li><li>c. Demographic Data.</li><li>d. Retailer Data (Retailer database and FNS REDE Files).</li></ul>
760	The Contractor shall transfer existing Cardholder Card numbers.
761	The System shall enable Cardholders to use the same Food and Cash Card used prior to Cutover.
762	The Contractor shall transfer existing Cardholder PINs.
763	The System shall enable Cardholders to use the same active PIN used prior to Cutover.
764	The System shall not reset status or aging Data in the Conversion Files.
765	The Contractor shall work with the incumbent EBT contractor to determine the File transfer methodology to be used during Conversion.
766	The Contractor shall conduct unit and integration testing of Files to be transferred during Conversion.



## PRE-SOLICITATION #16153

#	Requirement
767	The Contractor shall conduct full integration and System testing of Files to be transferred during Conversion.
768	The Contractor shall conduct no less than three (3) rehearsals of the database Conversion.
769	The Contractor shall conduct all rehearsals of the database Conversion in the same manner and sequence as will be done during Cutover.
770	The Contractor shall allow for at least two (2) weeks between database Conversion rehearsals.
771	The Contractor shall successfully complete all database Conversion testing and at least two (2) successful rehearsals of the database Conversion prior to Cutover.
772	The duration of Cutover processes from the disablement of Cardholder transaction processing by the incumbent EBT contractor to the enablement of Cardholder transaction processing on the Contractor's EBT System shall be no more than twenty four (24) hours.
773	The Contractor shall participate in Go/No-Go meetings for database Conversion with the State.
774	The Contractor shall participate in additional Go/No-Go meetings for database Conversion with the State, at no additional cost to the State, in the event that a No-Go decision is made for database Conversion.
775	Following database Conversion and prior to allowing Cardholder or administrative access to the System during Cutover, the Contractor shall reconcile the new System Accounts with the record counts and Account balances from the former EBT system to ensure the completeness and accuracy of all information migrated from the former EBT system to the Contractor's System.
776	Following database Conversion and prior to allowing Cardholder access to the System during Cutover, the Contractor shall use data provided by the incumbent EBT contractor to deactivate Food and Cash Cards and issue replacement Food and Cash Cards.

## PRE-SOLICITATION #16153

#	Requirement
777	<p>The Contractor shall generate the following values for use in reconciling System Accounts and validating the accuracy of Conversion:</p> <ul style="list-style-type: none"> <li>a. Benefit dollars.</li> <li>b. Active Cases.</li> <li>c. Active Retailers.</li> <li>d. Number of history records transferred.</li> <li>e. Active Cards.</li> <li>f. Pending Benefit dollars.</li> <li>g. Inactive Cases.</li> <li>h. Voucher authorization dollar value during Cutover.</li> <li>i. Benefit dollars added during the month before Cutover.</li> <li>j. Active Cases added during the month before Cutover.</li> <li>k. Settlement values for the Day of Cutover.</li> </ul>
778	<p>The Contractor shall provide the following Conversion management Reports to the State within four (4) hours after each rehearsal and prior to allowing Cardholder or administrative access to the System during Cutover:</p> <ul style="list-style-type: none"> <li>a. Total Cases Transferred – by Case type for each County, with State total.</li> <li>b. Total Benefits Balance – by Benefit type, by County, with State totals.</li> <li>c. Total Active Cards – transferred by County, with State total.</li> <li>d. Total Demographic Records – transferred by County, with State total.</li> <li>e. Total Benefit Authorization File – dollar amounts by County, by Account, with State totals.</li> <li>f. Conversion Exceptions – lists all records that were not correctly transferred to the Contractor’s System, the reason for each exception, and the action required for Resolution.</li> </ul>
779	<p>The Contractor shall set initial batch File control numbers for all County and State batch Files to values specified by the State during Cutover.</p>
780	<p>The Contractor shall work with the incumbent EBT contractor to implement a process for completing correction requests opened prior to Cutover.</p>
781	<p>The Contractor shall work with the incumbent EBT contractor to implement a process for processing new correction requests received after Cutover for transactions that occurred prior to Cutover.</p>
782	<p>The Contractor shall load do-not-call lists into the System for adjustment and surcharge automated calls.</p>

## PRE-SOLICITATION #16153

#	Requirement
783	Following database Conversion, the Contractor shall deactivate mailed Food and Cash Cards received by the incumbent EBT contractor as undeliverable.

### A.24 State EBT Administrative Network

#### A.24.1 State EBT Administrative Network Requirements

#	Requirement
784	The System shall send and receive batch Files at a minimum rate of one and five tenths (1.5) megabytes per second.
785	The Contractor shall provide and maintain a secure and redundant State EBT administrative network infrastructure between the Contractor EBT Host Systems and State offices and data centers, County data centers, and Eligibility System consortium data centers.
786	The Contractor shall provide and maintain telecommunication Services and Equipment to support up to seventy-five (75) connection points at State, County, and Eligibility System consortium locations.
787	The Contractor shall provide all necessary telecommunication lines to support each connection point.
788	The Contractor shall provide all hardware necessary to support each connection point.
789	During Food and Cash EBT Transition Services, the Contractor shall provide all hardware necessary to support concurrent connections to the incumbent EBT contractor's network and the Contractor's State EBT administrative network.
790	The Contractor shall provide technical support to State, County, and Eligibility System consortium network administrators to establish and maintain connectivity between EBT Host Systems and State, County, and Eligibility System consortium locations.
791	The State EBT administrative network infrastructure shall be sized and configured to ensure compliance with the availability and operational Service levels for administrative processing.
792	The State EBT administrative network infrastructure shall provide, at a minimum, 128-bit Advanced Encryption Standard (AES) encryption using a 256-bit key size for encryption of all EBT information routed between EBT Host Data centers and State, County, and Eligibility System networks.
793	The Contractor shall complete all network installation, configuration, and testing activities necessary to ensure State and Eligibility System Interfaces are operational six (6) months prior to Cutover.

## PRE-SOLICITATION #16153

#	Requirement
794	The Contractor shall complete all network installation, configuration, and testing activities, including network failover tests, necessary to ensure all required Interfaces are operational prior to Cutover.
795	The Contractor shall complete all network installation, configuration, and testing activities necessary to ensure State and eWIC MIS Interfaces are operational six (6) months prior to the start of eWIC EBT Pilot Operations.
796	The Contractor shall complete all network installation, configuration, and testing activities, including network failover tests, necessary to ensure all required Interfaces are operational prior to the start of eWIC EBT Pilot Operations.

### A.25 Food and Cash Host-to-Host and Batch Interface

#### A.25.1 Food and Cash Host-to-Host and Batch Interface Requirements

#	Requirement
797	The System shall receive and process demographic and Benefit batch Files in accordance with the Specifications provided in the Food and Cash EBT Interface Specification.
798	The System shall begin processing demographic, daily, and monthly Benefit batch Files within five (5) minutes after the Files are received.
799	The System shall begin transmitting demographic, daily, and monthly Benefit batch return Files to the Eligibility System within one (1) minute after completion of batch Files processing.
800	The System shall not reject Benefit grants received through the batch Interface from Eligibility Systems that do not have existing SUIDs.
801	The Contractor shall enable and disable the batch repayment function within four (4) hours of request from the State.
802	The System shall transmit daily end-of-day Files specified in the Food and Cash EBT Interface Specification for each County to the appropriate Eligibility System.
803	The Contractor shall complete transmission of all scheduled daily end-of-day Files to each Eligibility System by 10:00 p.m. Pacific Time following the end of the Settlement Day.
804	The Contractor shall monitor the receipt and transmission of all batch Files.
805	The Contractor shall notify the Eligibility System point of contact within fifteen (15) minutes when the Eligibility System fails to transmit a batch File within one (1) hour after the time specified in the transmission schedule provided by the Eligibility System point of contact.

# PRE-SOLICITATION #16153

#	Requirement
806	The Contractor shall notify the Eligibility System point of contact within fifteen (15) minutes if transmission of demographic return, Benefit return, or end-of-day batch Files cannot be completed within the required timeframes.
807	The System shall be capable of processing demographic, food Benefit, and cash Benefit Files from each Eligibility System consortium simultaneously.
808	The System shall be capable of processing a minimum of five hundred (500) demographic batch File records per minute per Eligibility System consortium.
809	The System shall be capable of processing a minimum of one thousand (1,000) food Benefit batch File records and one thousand (1,000) cash Benefit batch File records per minute, per Eligibility System consortium.
810	The System shall receive and process EBT Host-to-Host messages in accordance with the Specifications provided in the Food and Cash EBT Interface Specification.
811	The System shall post all accepted host-to-host messages received through the host-to-host Interface within two (2) seconds.
812	The System shall reply to all host-to-host messages received at the EBT Host within three (3) seconds of receipt, with the exception of local Card printing requests.
813	The System shall reply to all host-to-host local Card printing requests within thirty (30) seconds.
814	Upon request from the State, the Contractor shall develop and implement a web Services Interface that includes the same functionality as the host-to-host Interface defined in the Food and Cash EBT Interface Specification.

## A.26 eWIC MIS Interface

### A.26.1 eWIC MIS Interface Requirements

#	Requirement
815	The Contractor shall adhere to the current approved version of the WIC Universal MIS-EBT Interface Document.
816	The System shall receive, process, and respond to eWIC MIS host-to-host messages in accordance with the State-approved MIS-EBT Interface Document developed by the eWIC MIS contractor.
817	The System shall process all accepted host-to-host messages received through the host-to-host Interface within two (2) seconds.
818	The System shall reply to all host-to-host messages received at the EBT Host within three (3) seconds of receipt.

## PRE-SOLICITATION #16153

#	Requirement
819	The System shall send host-to-host messages and process return messages in accordance with the State-approved MIS-EBT Interface Document developed by the eWIC MIS contractor.
820	The System shall receive and process eWIC MIS batch Files in accordance with the State-approved MIS-EBT Interface Document developed by the eWIC MIS contractor.
821	The System shall begin processing eWIC MIS batch Files within five (5) minutes after the Files are received.
822	The System shall begin transmitting batch return Files to the eWIC MIS within one (1) minute after completion of batch Files processing.
823	The System shall transmit daily batch Files to the eWIC MIS system in accordance with the State-approved MIS-EBT Interface Document developed by the eWIC MIS contractor.
824	The Contractor shall complete transmission of all daily batch Files to the eWIC MIS by 10:00 p.m. Pacific Time following the end of the Settlement Day.
825	The System shall complete transmission of other periodic batch Files to the eWIC MIS within five (5) Calendar Days after the last day of the batch File reporting period.
826	The Contractor shall monitor the receipt and transmission of batch Files.
827	The Contractor shall notify the eWIC MIS point of contact within fifteen (15) minutes when the eWIC MIS fails to transmit a batch File within one (1) hour after the time specified in the transmission schedule provided by the eWIC MIS point of contact.
828	The Contractor shall notify the eWIC MIS point of contact within fifteen (15) minutes if transmission of Benefit return or daily batch Files cannot be completed within the required timeframes.
829	The System shall be capable of processing a minimum of five hundred (500) batch File records per minute.
830	The System shall transmit Report Files specified in the Reports Specification to the eWIC MIS.
831	The System shall complete transmission of Settlement Day EBT Reports to the eWIC MIS by 10:00 p.m. Pacific Time following the end of the Settlement Day.
832	The System shall complete transmission of Files for all calendar EBT Reports to the eWIC MIS by 2:00 a.m. Pacific Time following the end of the previous Calendar Day.

## PRE-SOLICITATION #16153

#	Requirement
833	The System shall complete transmission of report Files for weekly EBT Reports to the eWIC MIS within two (2) Calendar Days after the last day of the reporting period.
834	The System shall complete transmission of Report Files for monthly and quarterly EBT Reports to the eWIC MIS within five (5) Calendar Days after the last day of the reporting period.
835	The Contractor shall participate in Interface Project planning sessions with the State and the eWIC MIS contractor.
836	The Contractor shall review and provide input into the MIS-EBT Integration and Interface Plan developed by the eWIC MIS contractor.
837	The Contractor shall participate in MIS-EBT Interface design sessions with the State and the eWIC MIS contractor.
838	The Contractor shall review and provide input to the MIS-EBT Interface Document developed by the eWIC MIS contractor.
839	The Contractor shall review and provide input into the MIS-EBT Interface Certification Test Scripts developed by the eWIC MIS contractor.

### A.27 SARS Interface

#### A.27.1 SARS Interface Requirements

#	Requirement
840	The System shall transmit batch Files specified in the Food and Cash EBT Interface Specification, Appendix I, to SARS.
841	The System shall complete transmission of daily end-of-day Files to SARS by 10:00 p.m. Pacific Time following the end of the Settlement Day.
842	The System shall transmit Report Files specified in the Reports Specification to SARS.
843	The System shall complete transmission of Files for all Settlement Day EBT Reports to SARS by 10:00 p.m. Pacific Time following the end of the Settlement Day.
844	The System shall complete transmission of Files for all calendar EBT Reports to SARS by 2:00 a.m. Pacific Time following the end of the previous Calendar Day.
845	The System shall complete transmission of other monthly and other periodic batch Files to SARS within five (5) Calendar Days after the last day of the batch File reporting period.
846	The System shall complete transmission of Report Files for weekly EBT Reports to SARS within two (2) Calendar Days after the last day of the reporting period.



## PRE-SOLICITATION #16153

#	Requirement
847	The System shall complete transmission of Report Files for monthly and quarterly EBT Reports to SARS within five (5) Calendar Days after the last day of the reporting period.
848	The System shall begin transmitting copies of daily and monthly food and cash Benefit batch Files to SARS no later than one (1) minute after completion of batch File processing.
849	The System shall begin transmitting copies of daily and monthly food and cash Benefit batch return Files to SARS within one (1) minute after completion of batch File processing.
850	The Contractor shall notify the SARS point of contact within fifteen (15) minutes if transmission of Files and Reports cannot be completed within the required timeframes.

### A.28 Food and Cash EBT Disaster Services

#### A.28.1 EBT Disaster Services Requirements

#	Requirement
851	The Contractor shall implement the Services defined in its <i>Disaster Services Plan</i> upon direction from the State.
852	Upon direction from the State, the Contractor shall add State-approved disaster messages to the Cardholder and/or Retailer ARU initial greeting.
853	Upon direction from the State, the Contractor shall add State-approved disaster messages to the Cardholder and/or Retailer Websites.
854	The Contractor shall provide State-approved disaster messages in English and other languages required by the State.
855	If a pre-approved message is used, the Contractor shall enable the disaster message within one (1) hour upon direction from the State.
856	If a custom, State-approved message is used for a specific disaster, the Contractor shall enable the disaster message within twenty-four (24) hours upon direction from the State.
857	The Contractor shall provide CSRs with disaster-specific information, provided by the State, to be given to Cardholders and Retailers in response to inquiries about disaster Services and Benefits.
858	Upon direction from the State, the Contractor shall enable or disable disaster Benefit types for Counties identified by the State within forty-eight (48) hours.
859	Upon direction from the State, the Contractor shall set up disaster End User identifiers.
860	Upon direction from the State, the Contractor shall create a minimum of two hundred (200) disaster End User identifiers per Calendar Day.

## PRE-SOLICITATION #16153

#	Requirement
861	Each pre-printed Disaster Card shall have a Disaster Card number in accordance with the EBT Card Specification.
862	The System shall prevent use of Disaster Card numbers for issuance of Cards other than pre-printed Disaster Cards.
863	The System shall generate a PIN for each Disaster Card number prior to physical creation of the pre-printed Disaster Card.
864	When a pre-printed Disaster Card is issued as the initial Food and Cash Card for a new Cardholder or as a replacement Card for an existing Cardholder, the System shall assign the System-generated PIN to the Card.
865	Pre-printed Disaster Cards shall be printed on the same EBT cardstock used for mailed and locally printed Food and Cash Cards.
866	Each pre-printed Disaster Card shall be inserted into a Disaster Card carrier and packaged in a sealed envelope.
867	The System-generated PIN assigned to the Disaster Card number shall be printed on the Disaster Card carrier.
868	The envelope and Disaster Card carrier shall be designed such that the Card number can be determined without opening the sealed envelope.
869	The Contractor shall produce the pre-printed Disaster Card and Disaster Card carrier in accordance with the artwork and layout specified in the Card Design Specification.
870	The Contractor shall maintain a minimum inventory of four hundred thousand (400,000) pre-printed Disaster Cards.
871	The Contractor shall maintain a minimum inventory of five hundred thousand (500,000) Food and Cash Card reserve blank cardstock for use in the event of a disaster.
872	The Contractor shall replenish inventory levels, within six (6) weeks, of blank Food and Cash Card cardstock and/or pre-printed Disaster Cards that have fallen below ninety percent (90%) of the minimum level due to State-directed disbursement and testing.
873	The Contractor shall maintain eighteen (18) disaster laptop computers that can be deployed within twenty-four (24) hours with all required functions.
874	The disaster laptop computers shall be configured with Windows® 7 64-bit operating system or higher, be Wi-Fi capable, and include an analog modem.
875	The disaster laptop computers shall include Software to view Portable Document Format (PDF) and Microsoft Office documents.

## PRE-SOLICITATION #16153

#	Requirement
876	The disaster laptop computers shall include Software that allows End Users access to the Food and Cash EBT administrative application through a virtual private network connection over the Internet and allows End Users to print Food and Cash Cards to a local Card printer connected directly to the disaster laptop computer.
877	The Contractor shall maintain a reserve inventory of three percent (3%) of all Administrative Equipment items (see Appendix M, County Equipment) that could be mobilized for use in the event of a disaster.
878	The Contractor shall refresh and replace the inventory of pre-printed Disaster Cards, Food and Cash Card reserve blank cardstock, and disaster laptops after five (5) years in storage.
879	The pre-printed Disaster Cards and Food and Cash Card reserve blank cardstock shall be stored in two (2) separate, secure locations in California, approved by the State, that are at least two hundred (200) miles apart.
880	The Contractor shall store sixteen (16) disaster laptop computers divided evenly between two (2) separate, secure locations in California, approved by the State, that are at least two hundred (200) miles apart.
881	The Contractor shall provide two (2) disaster laptop computers to the State.
882	The Contractor shall store the reserve inventory of Administrative Equipment at a location that is at least two hundred (200) miles from the location where spare Administrative Equipment is normally stored.
883	The Contractor shall store half of the Food and Cash Card reserve blank cardstock and pre-printed Disaster Cards at each of the two (2) State-approved secure locations.
884	The pre-printed Disaster Cards and Food and Cash Card reserve blank cardstock shall be stored in locked containers.
885	The Contractor shall prepare and include instructions in each container on disaster contact information and the use of pre-printed Disaster Cards and Food and Cash Card reserve blank cardstock.
886	The Contractor shall prepare and include a list of Disaster Card numbers in each container of pre-printed Disaster Cards.
887	The Contractor shall maintain and provide to the State an inventory, by Card number and container number, of pre-printed Disaster Cards at each storage location.
888	The Contractor shall perform a scheduled annual test of a random sample of two hundred and fifty (250) pre-printed Disaster Cards and two hundred and fifty (250) Food and Cash Card cash reserve blank cardstock at each location.

## PRE-SOLICITATION #16153

#	Requirement
889	If more than two (2) Cards from any sample fail, the Contractor shall perform another test on a random sample of two hundred and fifty (250) Cards of the same type at the same location.
890	If more than two (2) Cards from the second sample fail, all Cards of that type at that location shall be replaced.
891	The Contractor shall perform annual Software updates, as needed, to each disaster laptop computer.
892	The Contractor shall perform an annual test of each disaster laptop computer to ensure that it is operational.
893	The Contractor shall provide the State with a <i>Disaster Services Inspection Report</i> and <i>Disaster Card Test Results</i> within ten (10) Business Days following completion of its annual testing, at each location, of pre-printed Disaster Cards, Food and Cash Card reserve blank cardstock, and disaster laptop computers in accordance with the Deliverable Specification.
894	The Contractor shall ship Food and Cash Card reserve blank cardstock and/or pre-printed Disaster Cards to locations specified by the State within eighteen (18) hours of notification, seven (7) days a week.
895	At the State's request, the Contractor shall ship Food and Cash Card reserve blank cardstock and/or pre-printed Disaster Cards to a location (or locations) using an overnight delivery service.
896	The Contractor shall ship disaster laptop computers and/or Administrative Equipment to locations specified by the State within eighteen (18) hours of notification, seven (7) days a week.
897	The Contractor shall ship disaster laptop computers and/or Administrative Equipment to a location (or locations) using an overnight delivery service.
898	The Contractor shall include all necessary cables to connect a Card printer to the disaster laptop computer when shipping disaster laptop computers.
899	The Contractor shall provide the necessary credentials for virtual private network access to the Food and Cash administrative application to State and/or County staff identified by the State within twelve (12) hours of notification, seven (7) days a week.
900	Upon request from the State, the System shall release future-dated Benefits, with Benefit types specified by the State, for Counties specified by the State, on a date specified by the State.
901	Upon request from the State, the Contractor shall release future-dated Benefits as specified in the State's request within twenty-four (24) hours of notification from the State.
902	Upon request from the State, the Contractor shall participate in and support annual disaster exercises with the State.

## PRE-SOLICITATION #16153

#	Requirement
903	Upon request from the State, the Contractor shall produce a minimum of thirty thousand (30,000) pre-printed Disaster Cards per Calendar Day.
904	The System shall prevent use of Disaster Card numbers that were created prior to completion of Transition Services.
905	The Contractor shall deploy pre-printed Disaster Cards, Food and Cash Card reserve blank cardstock, disaster laptop computers, and reserve Administrative Equipment to the storage locations prior to completion of Transition Services.

### A.29 Reports

#### A.29.1 EBT All Reporting Requirements

#	Requirement
906	The Contractor shall generate Reports in accordance with the accepted <i>Reports Catalog</i> .
907	Formatted text Files shall use the standard format, provided in the Reports Specification, which prescribes a common header, footer, title page, Report content, and placement of summary Data (State, County, and County office totals) for all Reports.
908	American Standard Code for Information Interchange (ASCII) Data Files shall use a comma-separated values (CSV) format such that the value of each Data element is distinct.
909	Carriage returns in text Files shall conform to Microsoft Disk Operating System standards.
910	Upon request, the archive Reports shall include an affidavit signed by a company official representing the Contractor certifying the authenticity of the information.
911	The archive Reports shall be provided in text format and/or PDF format.
912	The affidavit shall be provided in PDF format.
913	An archive Report shall be provided securely (i.e., password protected or other means to ensure security of the Data) to only the requestor of the Report.
914	The Contractor shall deliver archive Reports and affidavits electronically.
915	The Contractor shall make archive Reports and affidavits available within four (4) Business Days of the request.

## PRE-SOLICITATION #16153

### A.29.2 Food and Cash Reporting Requirements

#	Requirement
916	Upon request, the Contractor shall provide a food and cash Cardholder archive Report listing all transactions processed by the System for a specific SUID and Account type during a specific timeframe including Card number, System date, System time, Retailer name, Retailer address, Retailer city, Retailer state, Retailer ZIP code (if available), transaction type, error code, requested amount, and Settlement amount for each transaction.
917	Upon request, the Contractor shall provide a food and cash Retailer archive Report listing all transactions processed by the System for a specific Retailer name and location during a specific timeframe including Card number, System date, System time, Retailer name, Retailer address, Retailer city, Retailer state, Retailer ZIP code (if available), terminal ID, transaction type, Account type, error code, requested amount, and Settlement amount for each transaction.

### A.29.3 eWIC Reporting Requirements

#	Requirement
918	Upon request, the Contractor shall provide a WIC Cardholder archive Report listing all transactions processed by the System for a specific WIC Cardholder during a specific timeframe including Card number, System date, System time, Retailer name, Retailer address, Retailer city, Retailer state, Retailer ZIP code (if available), transaction type, error code, items purchased, and purchase amount for each transaction.
919	Upon request, the Contractor shall provide a WIC-authorized Retailer archive Report listing all transactions processed by the System for a specific WIC-authorized Retailer during a specific timeframe including Card number, System date, System time, Retailer name, Retailer address, Retailer city, Retailer state, Retailer ZIP code (if available), terminal ID, transaction type, Account type, error code, items purchased, and purchase amount for each transaction.

### A.29.4 Food and Cash Transition Services Reporting Requirements

#	Requirement
920	The Contractor shall develop Food and Cash EBT Reports and System Reports in accordance with the Reports Specification.

## PRE-SOLICITATION #16153

### A.29.5 eWIC EBT Implementation Services Reporting Requirements

#	Requirement
921	The Contractor shall develop eWIC EBT Reports in accordance with the Reports Specification.

### A.30 Testing

#### A.30.1 EBT All Requirements

#	Requirement
922	The Contractor shall maintain separate and independent State test environments and production environments.
923	When changes are made to the System, the Contractor shall perform the following testing activities using an internal test environment prior to installing the change into the State test environment: <ul style="list-style-type: none"><li>a. Unit and Interface testing – Testing of small groups of modules that are functionally related.</li><li>b. Interface testing – Testing of each impacted System Interface using State-approved test scripts.</li><li>c. System testing – Testing of major System functional areas and workflows directly affected by the change using basic business Cases, simulated data, and State-approved test scripts.</li><li>d. Regression testing – Testing of all functional areas and workflows using standardized scripts.</li></ul>
924	The Contractor shall provide test results for all System changes prior to installing the change into the State test environment.
925	The Contractor shall prepare a <i>Test Results Document</i> for test results.
926	The Contractor shall install System changes into the State test environment prior to installing the change into the production environment.
927	If a System change may impact a batch File or Report, the Contractor shall test the change using production Data and compare the results with the batch File or Report produced in the production System.
928	The Contractor shall track defects encountered during testing in the State test environment as Deficiencies (see Section A.9, Deficiency Management).



## PRE-SOLICITATION #16153

### A.30.2 Food and Cash Testing Requirements

#	Requirement
929	The System shall include at least one (1) Food and Cash EBT test environment loaded with the current version of the production Software and accommodate concurrent and logically separate County-level testing from multiple Counties.
930	The Food and Cash EBT test environment shall be secured to allow the use of production Data.
931	Upon request from the State, the Contractor shall clear Data in the Food and Cash EBT test environment for a single County without affecting Data for other Counties.
932	The Contractor shall permit State and Eligibility System consortium access to the Food and Cash EBT Host test environment twenty-four (24) hours per day, seven (7) days per week, except during scheduled maintenance.
933	The Food and Cash EBT test environment shall include: <ul style="list-style-type: none"><li>a. Administrative Application Functions.</li><li>b. EBT-only POS transaction processing.</li><li>c. PIN Selection device processing.</li><li>d. Card printing.</li><li>e. Batch Interface.</li><li>f. Host-to-host Interface.</li><li>g. Reports.</li><li>h. Cardholder ARU.</li><li>i. Cardholder Website.</li><li>j. Retailer ARU.</li><li>k. Retailer Website.</li><li>l. Mailed Card File.</li><li>m. Settlement functions.</li></ul>
934	The Contractor shall provide the following Equipment, configured to Interface with the Food and Cash EBT test environment, to the State EBT Project Office: <ul style="list-style-type: none"><li>a. Two (2) EBT-only POS devices.</li><li>b. One (1) PIN Selection device.</li><li>c. One (1) Card printer.</li><li>d. One (1) BIO POS device.</li></ul>

## PRE-SOLICITATION #16153

#	Requirement
935	The Contractor shall provide the following Equipment, configured to Interface with the Food and Cash EBT test environment, to each Eligibility System consortium: a. One (1) EBT-only POS device. b. One (1) Card printer.
936	The Contractor shall provide white cardstock that can be printed in the Food and Cash EBT test environment to the State and Eligibility System consortia.
937	The Contractor shall provide pre-printed Disaster Cards for the Food and Cash EBT test environment to the State and Eligibility System consortia.
938	The Contractor shall provide an Interface that allows State End Users to generate simulated TPP POS and ATM transactions, including reversals, in the Food and Cash EBT test environment.
939	The Contractor shall allow a minimum of twenty-five (25) Calendar Days for testing of Food and Cash EBT Subsystem changes by the State and Eligibility System consortia in the State test environment prior to installing the change into the production environment, unless the change is an emergency fix to correct a Priority 1 or Priority 2 Deficiency or implement an immediate need change.

### **A.30.3 eWIC Testing Requirements**

#	Requirement
940	The System shall include at least one (1) eWIC EBT test environment loaded with the current version of the production Software.
941	The eWIC EBT test environment shall allow the use of production Data.
942	Upon request from the State, the Contractor shall clear Data from the eWIC EBT test environment for a single Local Agency without affecting Data for other Local Agencies.
943	The Contractor shall permit eWIC MIS access to the eWIC EBT Host test environment twenty-four (24) hours per day, seven (7) days per week except during scheduled maintenance.
944	The Contractor shall support multiple eWIC MIS test System Interfaces with eWIC EBT Host test System.

## PRE-SOLICITATION #16153

#	Requirement
945	The eWIC EBT test environment shall include: <ul style="list-style-type: none"><li>a. Administrative Application Functions.</li><li>b. EBT-only POS transaction processing.</li><li>c. Batch Interface.</li><li>d. Host-to-host Interface.</li><li>e. Reports.</li><li>f. Cardholder ARU.</li><li>g. Cardholder Website.</li><li>h. Retailer ARU.</li><li>i. Retailer Website.</li><li>j. Retailer FTP Interface.</li><li>k. Settlement functions.</li></ul>
946	The Contractor shall provide EBT-only POS devices, configured to Interface with the eWIC EBT test environment, to the State EBT Project Office.
947	The Contractor shall provide EBT-only POS devices, configured to Interface with the eWIC EBT test environment, to the eWIC MIS contractor.
948	The Contractor shall provide eWIC test environment WIC Cards, on white cardstock, to the State.
949	The Contractor shall provide an Interface that allows State End Users to generate simulated TPP eWIC EBT transactions, including reversals, in the eWIC EBT test environment.
950	The Contractor shall test all System changes in accordance with the <i>Ongoing Operations Master Test Plan</i> .
951	The Contractor shall allow a minimum of twenty-five (25) Calendar Days for testing of eWIC EBT Subsystem changes by the State and the eWIC MIS contractor in the State test environment prior to installing the change into the production environment, unless the change is an emergency fix to correct a Priority 1 or Priority 2 Deficiency or implement an immediate need change.

### **A.30.4 Food and Cash Transition Services Testing Requirements**

#	Requirement
952	The Contractor shall test EBT-only and wireless POS devices with the incumbent EBT contractor prior to deploying POS devices to Retailers.

## PRE-SOLICITATION #16153

#	Requirement
953	Prior to initiation of User and Federal Acceptance Testing activities, the Contractor shall conduct a Functional Demonstration of the Food and Cash EBT Subsystem after integration of functionality added as a result of joint application design sessions.
954	The Contractor shall conduct unit and integration testing of Food and Cash EBT Subsystem components.
955	The Contractor shall perform testing in accordance with the <i>Food and Cash Transition Services Master Test Plan</i> using State-approved test scripts.
956	The Contractor shall provide test results for each test script within fifteen (15) Calendar Days following completion of each test script.
957	The Contractor shall successfully complete all Food and Cash EBT Subsystem testing activities prior to Cutover.
958	The Contractor shall conduct Interface testing of all Food and Cash EBT Subsystem Interfaces.
959	The Contractor shall conduct a walkthrough of the <i>Food and Cash EBT Interface Test Plan</i> details and <i>Food and Cash EBT Interface Test Scripts</i> with the State and receive State approval to proceed prior to conducting the planned initial testing for each Interface.
960	The Contractor's testing of each Food and Cash EBT Subsystem Interface shall demonstrate that all of the requirements for the Interface have been met and the Interface functions as specified in applicable Deliverables.
961	The Contractor shall conduct System testing of the Food and Cash EBT Subsystem.
962	The Contractor shall conduct a walkthrough of the <i>Food and Cash EBT System Test Plan</i> details and <i>Food and Cash EBT System Test Scripts</i> with the State and receive State approval to proceed prior to conducting the planned testing.
963	The Contractor shall conduct Food and Cash EBT Subsystem testing in a test environment that simulates the production environment with scripted Data, including simulated Conversion Data, and business scenario inputs and Interfaces.
964	The Contractor shall conduct a walkthrough of its <i>Eligibility System Certification Test Plan</i> with the State and receive State approval to proceed prior to conducting the planned initial testing for each Interface.
965	The Contractor shall conduct food and cash Eligibility System Interface certification testing in accordance with the Eligibility System certification test scripts provided by the State.
966	The Contractor shall participate in and support State-conducted, end-to-end State User Acceptance Testing on the Food and Cash EBT test environment.

## PRE-SOLICITATION #16153

#	Requirement
967	The Contractor shall conduct a walkthrough of the <i>Food and Cash User Acceptance Test Plan</i> details with the State and receive State approval to proceed prior to the start of State User Acceptance Testing.
968	The Contractor shall successfully complete Interface testing, Food and Cash EBT Subsystem testing, and Eligibility System certification testing prior to initiating State User Acceptance Testing.
969	Food and Cash EBT Subsystem User Acceptance Testing shall be conducted at the State EBT Project Office in Sacramento, California, using the State test environment.
970	The Food and Cash EBT test environment shall include wireless POS transaction processing during State User Acceptance Testing.
971	The Contractor shall provide a wireless POS device, configured to Interface with the Food and Cash EBT test environment, to the State EBT Project Office throughout State User Acceptance Testing.
972	The Contractor shall participate in testing debriefs with the State during Food and Cash EBT Subsystem State User Acceptance Testing.
973	The Contractor shall participate in and support Food and Cash EBT Subsystem Federal Acceptance Testing prior to Cutover.
974	The Contractor shall submit <i>Food and Cash EBT Federal Acceptance Test Plan/Scripts</i> sixty (60) Calendar Days prior to the initiation of Federal Acceptance Testing.
975	The Contractor shall participate in testing debriefs with the State and federal representatives after Federal Acceptance Testing.

### A.30.5 eWIC EBT Implementation Services Testing Requirements

#	Requirement
976	Prior to initiation of User and Federal Acceptance Testing activities, the Contractor shall conduct a Functional Demonstration of the eWIC EBT Subsystem after integration of functionality is added (as a result of joint application design sessions).
977	The Contractor shall conduct unit and integration testing of eWIC EBT Subsystem components.
978	The Contractor shall perform testing in accordance with the <i>eWIC EBT Implementation Services Master Test Plan</i> using State-approved test scripts.
979	The Contractor shall provide test results for each test script within fifteen (15) Calendar Days following completion of each test script.
980	The Contractor shall complete all eWIC EBT Subsystem testing activities prior to the start of eWIC EBT Pilot Operations.

## PRE-SOLICITATION #16153

#	Requirement
981	The Contractor shall conduct Interface testing of all eWIC EBT Subsystem Interfaces.
982	The Contractor shall conduct a walkthrough of the <i>eWIC EBT Interface Test Plan</i> details and <i>eWIC EBT Interface Test Scripts</i> with the State and receive State approval to proceed prior to conducting the planned initial testing for each Interface.
983	The Contractor's testing of each eWIC EBT Subsystem Interface shall demonstrate that all of the requirements for the Interface have been met and the Interface functions as specified in applicable Deliverables.
984	The Contractor shall conduct a walkthrough of the <i>eWIC MIS Certification Test Plan</i> with the State and receive State approval to proceed prior to conducting eWIC EBT-to-WIC MIS system Interface certification testing.
985	The Contractor shall conduct eWIC EBT-to-WIC MIS system Interface certification testing in accordance with the State-approved eWIC MIS-EBT Interface certification test scripts developed by the eWIC MIS contractor.
986	The Contractor shall conduct System testing of the eWIC EBT Subsystem.
987	The Contractor shall conduct a walkthrough of the <i>eWIC EBT System Test Plan</i> details and <i>eWIC EBT System Test Scripts</i> with the State and receive State approval to proceed prior to conducting the planned testing.
988	The Contractor shall conduct eWIC EBT Subsystem testing in a test environment that simulates the production environment with data from the eWIC MIS and Data from the eWIC EBT administrative application and business scenario inputs and Interfaces.
989	The Contractor shall participate in and support State-conducted, end-to-end State User Acceptance Testing on the eWIC EBT test environment.
990	The Contractor shall conduct a walkthrough of the <i>eWIC EBT User Acceptance Test Plan</i> details with the State.
991	The Contractor shall provide training on the eWIC EBT Subsystem to State and eWIC MIS contractor staffs that will participate in State User Acceptance Testing prior to initiating State User Acceptance Testing.
992	The Contractor shall successfully complete Interface and eWIC EBT Subsystem testing prior to initiating State User Acceptance Testing.
993	eWIC EBT Subsystem User Acceptance Testing shall be conducted at the State EBT Project Office in Sacramento, California, using the State test environment.
994	The eWIC EBT test environment shall include wireless POS transaction processing during State User Acceptance Testing.

## PRE-SOLICITATION #16153

#	Requirement
995	The Contractor shall provide a wireless POS device, configured to Interface with the eWIC EBT test environment, to the State EBT Project Office throughout State User Acceptance Testing.
996	The Contractor shall participate in testing debriefs with the State during eWIC EBT Subsystem State User Acceptance Testing.
997	The Contractor shall participate in and support eWIC EBT Subsystem Federal Acceptance Testing prior to the start of eWIC EBT Pilot Operations.
998	The Contractor shall submit an <i>eWIC EBT Subsystem Federal Acceptance Test Plan/Scripts</i> sixty (60) Calendar Days prior to the initiation of Federal Acceptance Testing.
999	The Contractor shall participate in testing debriefs with the State and federal representatives after Federal Acceptance Testing.
1000	The Contractor shall support State testing prior to Implementation of each Local Agency.
1001	The Contractor shall support live demonstration testing at a minimum of four (4) WIC-authorized Retailer locations using the production eWIC EBT Subsystem prior to the start of eWIC EBT Pilot Operations.

### A.31 Websites and Browser-Based Applications

#### A.31.1 Websites and Browser-Based Application Requirements

#	Requirement
1002	Websites and browser-based applications, with the exception of the Data Warehouse application, shall be available twenty-four (24) hours per day, seven (7) days per week.
1003	The System shall process and respond to ninety-eight percent (98%) of Website and browser-based application requests within two (2) seconds and one hundred percent (100%) of Website and browser-based application requests within five (5) seconds.
1004	Websites and browser-based applications that display EBT Data shall use HTTPS (a secure form of the Hypertext Transfer Protocol) to establish the request and/or response protocol between End Users and the Contractor's web server(s).
1005	Websites and browser-based applications shall use, at a minimum, Secure Socket Layer (SSL) 3.0 or Transport Layer Security (TLS) 1.0 when negotiating the encryption method to be used.



## PRE-SOLICITATION #16153

#	Requirement
1006	Websites and browser-based applications, at a minimum, shall have 128-bit Advanced Encryption Standard (AES) encryption as one of the available encryption algorithms.
1007	Websites and browser-based applications shall operate as designed using Microsoft Internet Explorer 8 and above and other commonly available Internet browser applications, as approved by the State.
1008	Websites and browser-based applications shall not require installation of browser plug-ins, with the exception of Adobe® Reader®.
1009	Websites and browser-based applications shall be compliant with applicable federal and California-specific Americans with Disabilities Act requirements and the federal Rehabilitation Act, Section 508, Subpart B, 1194.22.
1010	Websites and browser-based applications shall provide screen or page-level help on the specific functionality and data fields on each page or screen.
1011	Access to EBT Host System Data on the Websites and browser-based applications shall require an End User identifier and password.
1012	Website and browser-based application End User identifiers and passwords shall follow rules specified by the State (see Appendix F, Information Confidentiality and Security Standards).
1013	The System shall record successful and unsuccessful Website and browser-based application End User login attempts.
1014	The System shall log out Website and browser-based application End Users and display the login page after five (5) minutes with no activity.
1015	The System shall not leave any EBT Data on the Website and browser-based application End User's screen and computer in the form of cache or cookies when an End User is logged out.
1016	When developing new Website content, the Contractor shall provide the State access to a Website mock-up prior to approval of the Website design Documentation.

### A.32 Administrative Applications

#### A.32.1 Food and Cash Administrative Application Requirements

#	Requirement
1017	The Contractor shall provide and maintain a browser-based Food and Cash EBT administrative application.

## PRE-SOLICITATION #16153

#	Requirement
1018	The Food and Cash EBT administrative application shall be accessed by State, County, and Eligibility System consortium End Users through the State EBT administrative network.
1019	The Contractor shall provide End Users from the federal government access to the Food and Cash EBT administrative application, as requested by the USDA-FNS.
1020	The Food and Cash EBT administrative application shall display the EBT Host time in Pacific Time.
1021	The Food and Cash EBT administrative application shall display alphanumeric and/or numeric identifiers with their corresponding description or text definition.
1022	The Food and Cash EBT administrative application shall allow an End User to add new Cardholders with the following demographic Data: <ul style="list-style-type: none"><li>a. SUID.</li><li>b. Primary/alternate indicator.</li><li>c. First name.</li><li>d. Last name.</li><li>e. Middle initial.</li><li>f. Social Security number.</li><li>g. Date of birth.</li><li>h. Two (2) address lines.</li><li>i. City.</li><li>j. State.</li><li>k. ZIP code.</li><li>l. Account access.</li><li>m. Restaurant Meals Program indicator.</li><li>n. Local office code.</li><li>o. Language indicator.</li></ul>
1023	The Food and Cash EBT administrative application shall allow an End User to modify all Cardholder demographic Data.
1024	The Food and Cash EBT administrative application shall require that an End User enter two (2) identical date of birth and Social Security number entries when adding a new Cardholder or modifying the date of birth and/or Social Security number of an existing Cardholder.
1025	The Food and Cash EBT administrative application shall allow an End User to reset a Cardholder's incorrect PIN attempt count to zero (0).

## PRE-SOLICITATION #16153

#	Requirement
1026	The Food and Cash EBT administrative application shall allow an End User to issue a new Food and Cash Card number to an existing Cardholder.
1027	When an End User issues a new Food and Cash Card number to an existing Cardholder, the System shall require the End User to select an approved Card status listed in the Food and Cash EBT Interface Specification for the previous Card.
1028	The Food and Cash EBT administrative application shall allow an End User to change the status of a Cardholder's Food and Cash Card without issuing a replacement Food and Cash Card.
1029	The Food and Cash EBT administrative application shall allow an End User to print a Food and Cash Card at a printer designated by the End User, even if the printer is not in the End User's office or County.
1030	The Food and Cash EBT administrative application shall not allow a Food and Cash Card to be printed unless it is the Cardholder's most recent Card and the Card has never previously been successfully printed.
1031	The Food and Cash EBT administrative application shall allow End Users to print Food and Cash Cards to a local printer connected directly to a computer with the necessary Software.
1032	The Food and Cash EBT administrative application shall display printer error messages that describe specific errors if an error occurs when printing a Food and Cash Card to a local printer connected directly to a computer.
1033	The Food and Cash EBT administrative application shall allow an End User to issue a mailed Food and Cash Card.
1034	The Food and Cash EBT administrative application shall not allow End Users to change the status of a Food and Cash Card that is not the Cardholder's most recent Card.
1035	The Food and Cash EBT administrative application shall allow End Users to issue a Disaster Card as the initial Card for a new Cardholder or as a replacement Card for an existing Cardholder.
1036	The Food and Cash EBT administrative application shall allow an End User to reactivate an Account that is in dormant or expungeable status.

## PRE-SOLICITATION #16153

#	Requirement
1037	The Food and Cash EBT administrative application shall allow an End User to add a Benefit grant to an existing EBT Case with a current availability date and the following Data: <ul style="list-style-type: none"><li>a. SUID.</li><li>b. Benefit authorization number.</li><li>c. Benefit amount.</li><li>d. Benefit type.</li><li>e. Benefit month.</li></ul>
1038	The Food and Cash EBT administrative application shall limit the Benefit amount of a new Benefit grant to less than a maximum amount specified in the Food and Cash EBT Interface Specification.
1039	The Food and Cash EBT administrative application shall allow an End User to void Benefit grants that have not been deposited into a food or cash Account.
1040	The Food and Cash EBT administrative application shall allow an End User to reduce an Account balance such that the System reduces the remaining amount of one (1) or more Benefit grants using the same draw-down rules as a Cardholder debit transaction (see Section A.14, Account Structure).
1041	The Food and Cash EBT administrative application shall allow an End User to reduce an Account balance such that the System reduces the remaining amount of one (1) or more Benefit grants using the same draw-down rules as a Cardholder debit transaction where the Benefit draw-down is limited to Benefit grants with a Benefit type specified by the End User (see Section A.14, Account Structure).

## PRE-SOLICITATION #16153

#	Requirement
1042	<p>The Food and Cash EBT administrative application shall allow End Users to view the following correction request Data:</p> <ul style="list-style-type: none"><li>a. SUID.</li><li>b. Cardholder first and last name.</li><li>c. Program (food or cash).</li><li>d. Transaction date and time.</li><li>e. Transaction type.</li><li>f. Transaction amount.</li><li>g. Transaction response.</li><li>h. Retailer name.</li><li>i. Retailer address, city, and state.</li><li>j. Correction request identification number used to look up the correction request in the System.</li><li>k. Correction request identification number provided to the Cardholder by the CSR.</li><li>l. Correction request open date.</li><li>m. Correction request last updated date.</li><li>n. Correction request status.</li><li>o. Fair hearing status.</li></ul>

## PRE-SOLICITATION #16153

#	Requirement
1043	<p>The Food and Cash EBT administrative application shall allow End Users to view the following Cardholder Data:</p> <ul style="list-style-type: none"><li>a. SUID.</li><li>b. Primary/alternate indicator.</li><li>c. First name.</li><li>d. Last name.</li><li>e. Middle initial.</li><li>f. Social Security number (last four [4] digits only).</li><li>g. Date of birth (year only).</li><li>h. Two (2) address lines.</li><li>i. City.</li><li>j. State.</li><li>k. ZIP code.</li><li>l. Account access.</li><li>m. Restaurant Meals Program indicator.</li><li>n. Current and past Card numbers.</li><li>o. Excessive, incorrect PIN attempt count.</li><li>p. Local office code.</li><li>q. Language indicator.</li><li>r. Accounts.</li></ul>
1044	<p>The Food and Cash EBT administrative application shall allow End Users to view the following Account Data:</p> <ul style="list-style-type: none"><li>a. Available balance.</li><li>b. Account aging status.</li><li>c. Last Account status date.</li><li>d. Date of last Benefit grant deposit.</li><li>e. Associated Benefit grants.</li><li>f. Transaction history.</li></ul>

## PRE-SOLICITATION #16153

#	Requirement
1045	The Food and Cash EBT administrative application shall allow End Users to view the following Benefit grant Data: <ul style="list-style-type: none"><li>a. Original Benefit grant amount.</li><li>b. Remaining Benefit grant amount.</li><li>c. Benefit authorization number.</li><li>d. Benefit type.</li><li>e. Benefit month.</li><li>f. Benefit availability date.</li></ul>
1046	Food and cash Benefit grants shall remain in the System and be available for viewing for at least three (3) years after the grant reaches a balance of zero (0).
1047	The Food and Cash EBT administrative application shall allow End Users to view transaction history by Account (food or cash).
1048	The Food and Cash EBT administrative application shall allow End Users to view transaction history by Card number.
1049	The Food and Cash EBT administrative application shall allow End Users to filter transaction history by one or more transaction types.
1050	The Food and Cash EBT administrative application shall allow End Users to view food Account transaction history by FNS number and date.
1051	The Food and Cash EBT administrative application shall allow End Users to view food and cash transaction history for an EBT-only Retailer by date.
1052	The Food and Cash EBT administrative application shall allow End Users to view and download transaction history with the following Data in a single table: <ul style="list-style-type: none"><li>a. SUID.</li><li>b. Card number.</li><li>c. System date.</li><li>d. System time.</li><li>e. Retailer name.</li><li>f. Retailer address.</li><li>g. Retailer city.</li><li>h. Retailer state.</li><li>i. Transaction type.</li><li>j. Transaction response.</li><li>k. Requested amount.</li><li>l. Settlement amount.</li></ul>



## PRE-SOLICITATION #16153

#	Requirement
1053	<p>The Food and Cash EBT administrative application shall allow End Users to view the following transaction Data for POS and ATM transactions:</p> <ul style="list-style-type: none"><li>a. Card number.</li><li>b. Account type.</li><li>c. Local time and date from the POS device or ATM.</li><li>d. EBT Host System time and date.</li><li>e. Transaction type.</li><li>f. Requested amount.</li><li>g. Fee amount.</li><li>h. Surcharge amount.</li><li>i. Settlement amount.</li><li>j. Settlement date.</li><li>k. Approval code.</li><li>l. Error code.</li><li>m. Remaining balance after completion of the transaction.</li><li>n. Transaction identification numbers received by the EBT Host System.</li><li>o. Transaction identification numbers generated by the EBT Host System.</li><li>p. ISO transaction code.</li><li>q. Swiped or keyed indicator.</li><li>r. Network identifier.</li><li>s. POS or ATM terminal identifier.</li></ul>
1054	<p>The Food and Cash EBT administrative application shall allow End Users to view the following transaction Data for transactions not received from a POS device or ATM:</p> <ul style="list-style-type: none"><li>a. Card number.</li><li>b. Account type.</li><li>c. EBT Host System time and date.</li><li>d. Transaction type.</li><li>e. Transaction amount.</li><li>f. Remaining balance after completion of the transaction.</li><li>g. Transaction identification numbers generated by the EBT Host System.</li><li>h. Group and End User identifier or batch type and batch number.</li><li>i. Identification of the application that created the transaction.</li></ul>

## PRE-SOLICITATION #16153

#	Requirement
1055	Food and cash transaction history for transactions that occur after Cutover shall be available online to End Users at least three (3) years following the month the transaction occurred.
1056	The Food and Cash EBT administrative application shall allow End Users to view Card and PIN history independently of transaction history.
1057	The Food and Cash EBT administrative application shall allow End Users to view Card and PIN history by Card number.
1058	The Food and Cash EBT administrative application shall allow End Users to view the following Card and PIN history actions: <ul style="list-style-type: none"><li>a. Creation of a Cardholder's initial Card.</li><li>b. Creation of a replacement Card.</li><li>c. Physical creation of an EBT Card.</li><li>d. All changes in a Card's status.</li><li>e. Generation of a new PIN for mailing.</li><li>f. Selection of a new PIN.</li><li>g. Reset of incorrect PIN attempts.</li><li>h. Successful Cardholder Website login.</li><li>i. Successful creation of a new Cardholder Website End User identifier.</li><li>j. Successful Cardholder Website password change.</li><li>k. Update to Cardholder demographic Data.</li></ul>
1059	The Food and Cash EBT administrative application shall allow End Users to view the following Data for each Card history action: <ul style="list-style-type: none"><li>a. EBT Host System time and date of the action.</li><li>b. Action description.</li><li>c. SUID.</li><li>d. Card number.</li><li>e. Primary/alternate indicator.</li><li>f. Card status following completion of the action.</li><li>g. Identification of the application that initiated the action.</li><li>h. Group and End User identifier or batch type and batch number.</li><li>i. Mailing address used to mail a Card or PIN.</li></ul>
1060	Complete food and cash Card history action Data shall be available for viewing by End Users for all Cardholders' current food and cash Cards and for all Cards that have had an action within the previous three (3) years.

## PRE-SOLICITATION #16153

#	Requirement
1061	The Food and Cash EBT administrative application shall allow End Users to view the following batch processing status Data: <ul style="list-style-type: none"><li>a. Batch type.</li><li>b. Batch control number.</li><li>c. Time and date the batch was received or batch processing was started.</li><li>d. Time and date the batch return File was sent or batch processing was completed.</li><li>e. Header and trailer error codes.</li><li>f. Number of batch records accepted and rejected.</li></ul>
1062	The Food and Cash EBT administrative application shall allow End Users to view the error code and error description for rejected batch File records.
1063	The Food and Cash EBT administrative application shall allow End Users to search for a Cardholder by name, Card number, Social Security number, or SUID.
1064	The Food and Cash EBT administrative application shall allow End Users to view statewide and County transaction and Benefit issuance activity (total count and amount) by Settlement date and transaction type.
1065	The Food and Cash EBT administrative application shall allow End Users to view statewide and County Settlement amounts by Settlement date, including: <ul style="list-style-type: none"><li>a. Settlement total for all food transactions.</li><li>b. Settlement total for all cash transactions.</li><li>c. Settlement total for food transactions funded by ASAP.</li><li>d. Settlement total for food transactions funded by the County.</li><li>e. Settlement total for food and cash transactions funded by the County.</li></ul>

### A.32.2 eWIC EBT Administrative Application Requirements

#	Requirement
1066	The Contractor shall provide and maintain a browser-based eWIC EBT administrative application.
1067	The eWIC EBT administrative application shall be accessed by State, eWIC MIS contractor, and Local Agency End Users through the State EBT administrative network.
1068	The eWIC EBT administrative application shall display the EBT Host time in Pacific Time.

## PRE-SOLICITATION #16153

#	Requirement
1069	The eWIC EBT administrative application shall display alphanumeric and/or numeric identifiers with their corresponding description or text definition.
1070	The eWIC EBT administrative application shall allow a End User to: <ul style="list-style-type: none"><li>a. Add an eWIC EBT Account.</li><li>b. Modify eWIC EBT Account information.</li><li>c. Add a WIC Cardholder.</li><li>d. Modify WIC Cardholder information.</li><li>e. Deactivate a WIC Card.</li><li>f. Issue an WIC Card to a Cardholder.</li><li>g. Reset a Cardholder's incorrect PIN attempt count to zero (0).</li><li>h. Issue Benefits to an eWIC EBT Account.</li><li>i. Void Benefits from an eWIC EBT Account.</li><li>j. Allow a Cardholder to select a PIN.</li></ul>
1071	The eWIC EBT administrative application End User Interface and functions shall conform to the WIC Universal MIS-EBT Interface Document and the d State-approved MIS-EBT Interface Document developed by the eWIC MIS contractor.
1072	The eWIC EBT administrative application shall allow an End User to view all information that is available through the eWIC MIS-EBT Interface defined in the State-approved MIS-EBT Interface Document developed by the eWIC MIS contractor.
1073	eWIC EBT Benefit information shall remain in the System and be available for viewing for at least three (3) years after the Benefit expiration date.
1074	Complete WIC Card history Data shall be available for viewing by End Users for all Cardholders' current WIC Cards and for all Cards that have had an action within the previous three (3) years.

## PRE-SOLICITATION #16153

#	Requirement
1075	<p>The eWIC EBT administrative application shall allow an End User to view the following dispute Data:</p> <ul style="list-style-type: none"><li>a. WIC MIS Account ID.</li><li>b. Cardholder first and last name.</li><li>c. Card number.</li><li>d. Transaction date and time.</li><li>e. Transaction type.</li><li>f. Transaction amount.</li><li>g. Transaction response.</li><li>h. Transaction identifier.</li><li>i. Retailer name.</li><li>j. Retailer address, city, and state.</li><li>k. Dispute identification number used to look up the correction request in the System.</li><li>l. Dispute identification number provided to the Cardholder by the CSR.</li><li>m. Dispute open date.</li><li>n. Dispute last updated date.</li><li>o. Dispute status.</li></ul>
1076	The eWIC EBT administrative application shall allow an End User to view transaction history by WIC MIS Account ID and WIC Retailer identifier.
1077	The eWIC EBT administrative application shall allow End Users to view transaction history by Card number.
1078	The eWIC EBT administrative application shall allow End Users to filter transaction history by one (1) or more transaction types.

## PRE-SOLICITATION #16153

#	Requirement
1079	<p>The Food and Cash EBT administrative application shall allow End Users to view and download transaction history with the following Data in a single table:</p> <ul style="list-style-type: none"><li>a. WIC MIS Account ID.</li><li>b. Card number.</li><li>c. System date.</li><li>d. System time.</li><li>e. Retailer name.</li><li>f. Retailer address.</li><li>g. Retailer city.</li><li>h. Retailer state.</li><li>i. Transaction type.</li><li>j. Transaction response.</li><li>k. Requested amount.</li><li>l. Settlement amount.</li></ul>
1080	<p>eWIC transaction history shall remain in the System and be available for viewing at least three (3) years following the month the transaction occurred.</p>
1081	<p>The eWIC EBT administrative application shall allow End Users to view the following batch processing status Data:</p> <ul style="list-style-type: none"><li>a. Batch type.</li><li>b. Batch control number.</li><li>c. Time and date the batch was received or batch processing was started.</li><li>d. Time and date the batch return File was sent or batch processing was completed.</li><li>e. Header and trailer error codes.</li><li>f. Number of batch records accepted and rejected.</li></ul>
1082	<p>The eWIC EBT administrative application shall allow End Users to search for a Cardholder by name, Card number, and WIC MIS Account ID.</p>
1083	<p>The eWIC EBT administrative application shall allow End Users to view statewide and Local Agency transaction and Benefit issuance activity (total count and amount) by Settlement date and transaction type.</p>
1084	<p>The eWIC EBT administrative application shall allow End Users to view Settlement amounts by Settlement date.</p>

## PRE-SOLICITATION #16153

### A.32.3 Food and Cash Transition Services Administrative Application Requirements

#	Requirement
1085	The Contractor shall conduct joint application design sessions with State and County End Users in Sacramento, California, when designing Food and Cash EBT Administrative Application Functions unique to California.

### A.32.4 eWIC EBT Implementation Services Administrative Application Requirements

#	Requirement
1086	The Contractor shall conduct joint application design sessions with State and Local Agency End Users in Sacramento, California, when designing eWIC EBT Administrative Application Functions unique to California.

## A.33 Administrative Application Security

### A.33.1 Food and Cash Administrative Application Security Requirements

#	Requirement
1087	Following successful login of an End User and before displaying any System Data, the Food and Cash EBT administrative application shall require the End User to accept a State-approved terms of usage message stating the Data is confidential, system access is logged, and system use is for business purposes only.
1088	If the End User does not accept the terms of usages, the Food and Cash EBT administrative application shall log the End User out and display the login page.
1089	The System shall restrict access to Food and Cash EBT Administrative Application Functions, Data, and Reports by an End User identifier using role-based security.
1090	Each Food and Cash EBT administrative application End User identifier shall be associated with an application security group.
1091	There shall be one (1) application security group for each valid County code as well as State, disaster, and federal application security groups.



## PRE-SOLICITATION #16153

#	Requirement
1092	Each security group shall have one (1) to three (3) security managers that can manage End User access within the security group, including: <ul style="list-style-type: none"><li>a. Add new End Users to the security group.</li><li>b. Enable and disable End Users.</li><li>c. Reset the bad password count for an End User.</li><li>d. Assign a new default password for an End User.</li><li>e. Assign roles for an End User.</li></ul>
1093	Each security group shall allow domain managers to: <ul style="list-style-type: none"><li>a. Reset the bad password count for an End User within the security group.</li><li>b. Assign a new default password for an End User within the security group.</li></ul>
1094	The Contractor shall add and update State and County security managers within two (2) Business Days upon receipt of a request from the State.
1095	The Contractor shall reset security and domain manager passwords and/or reactivate security and domain manager accounts within two (2) hours upon receipt of a request from a security or domain manager.
1096	The Food and Cash EBT administrative application shall allow End Users to change their own End User passwords.
1097	The Food and Cash EBT administrative application shall require that passwords be changed periodically, but not more frequently than once a month.
1098	The Food and Cash EBT administrative application End User identifiers shall be expired and locked if not used for a set period of time specified by the State.
1099	The Food and Cash EBT administrative application End User identifiers shall be deleted if expired for a set period of time specified by the State.
1100	By default, the Food and Cash EBT administrative application shall allow viewing of Data by all End Users in all security groups.
1101	With the exception of End Users in the disaster security group, the Food and Cash EBT administrative application shall allow only an End User to perform actions and transactions to EBT Cases that were initially set up by End Users within the same County.
1102	Upon request from the State, the Food and Cash EBT administrative application shall limit viewing of Data, by County, to End Users in security groups specified by the State.
1103	The Food and Cash EBT administrative application shall limit issuance of Disaster Cards only to End Users within the disaster security group.

## PRE-SOLICITATION #16153

#	Requirement
1104	The Food and Cash EBT administrative application shall allow only an End User in a disaster security group to print an EBT Card on a local printer connected directly to a computer.
1105	The Food and Cash EBT administrative application shall allow only an End User in the disaster security group to add Benefit grants with disaster Benefit types specified by the State.
1106	The Food and Cash EBT administrative application shall allow End Users in the disaster security group to only add Benefit grants with disaster Benefit types specified by the State.

### A.33.2 eWIC EBT Administrative Application Security Requirements

#	Requirement
1107	Following successful login of an End User and before displaying any System Data, the eWIC EBT administrative application shall require the End User to accept a State-approved terms of usage message stating that Data is confidential, system access is logged, and system use is for business purposes only.
1108	If the End User does not accept the terms of usages, the eWIC EBT administrative application shall log the End User out and display the login page.
1109	The System shall restrict access to eWIC EBT Administrative Application Functions, Data, and Reports by an End User identifier using role-based security.
1110	The Contractor shall configure Local Agency and State End User roles with allowed functions and Data access specified by the State.
1111	The System shall allow State security managers to manage State and Local Agency End User access, including: <ul style="list-style-type: none"><li>a. Add new End Users.</li><li>b. Update End User information.</li><li>c. Enable and disable End Users.</li><li>d. Reset the bad password count for an End User.</li><li>e. Assign a new default password for an End User.</li><li>f. Assign roles for an End User.</li></ul>
1112	The System shall allow State security managers to enable or disable specific functions for all State and/or Local Agency End Users without affecting each End User's assigned roles.

## PRE-SOLICITATION #16153

#	Requirement
1113	The System shall allow State and Local Agency domain managers to: a. Reset the bad password count for an End User. b. Assign a new default password for an End User.
1114	The Contractor shall add and update State security managers within two (2) Business Days upon receipt of a request from the State.
1115	The Contractor shall reset security and domain manager passwords and/or reactivate security and domain manager accounts within two (2) hours upon receipt of a request from a security or domain manager.
1116	The eWIC EBT administrative application shall allow End Users to change their own End User passwords.
1117	The eWIC EBT administrative application shall require that passwords be changed periodically, but not more frequently than once a month.
1118	The eWIC EBT administrative application End User identifiers shall be expired and locked if not used for a set period of time specified by the State.
1119	The eWIC EBT administrative application End User identifiers shall be deleted if expired for a set period of time specified by the State.
1120	The eWIC EBT administrative application shall limit viewing of Data specified by the State to State End Users and Local Agency End Users that are in the eWIC EBT Account's assigned Local Agency.
1121	The eWIC EBT administrative application shall prevent Local Agency End Users from performing actions on Accounts that are not in the eWIC EBT Account's assigned Local Agency.

### **A.33.3 Food and Cash Transition Services Administrative Application Security Requirements**

#	Requirement
1122	The Contractor shall set up State, County, and Eligibility System consortium Food and Cash EBT administrative application End User identifiers provided by the State prior to Cutover.

### **A.33.4 eWIC EBT Implementation Services Administrative Application Security Requirements**

#	Requirement
1123	The Contractor shall set up State and Local Agency eWIC EBT administrative application End User identifiers provided by the State prior to eWIC EBT Pilot Operations and prior to operation in each Implementation region.

## PRE-SOLICITATION #16153

### A.34 Fraud County 80

#### A.34.1 Fraud County 80 Requirements

#	Requirement
1124	The Food and Cash EBT administrative application shall allow End Users designated by the State to create, maintain, and add Benefits to EBT Cases using County code 80.
1125	The Food and Cash EBT administrative application shall prevent End Users that are not in the County 80 security group from viewing County 80 Case Data.
1126	The System shall prevent the Contractor's CSRs from viewing County 80 Case Data.
1127	The System shall prevent County 80 Cases from being created, modified, or viewed through the host-to-host Interface.
1128	The System shall not process County 80 batch Files.
1129	The Contractor shall notify the State in the event that a County 80 batch File is received.
1130	The System shall not generate County end-of-day batch Files for County 80.
1131	The System shall include County 80 Data in statewide Files and Reports.
1132	The System shall prevent issuance of mailed Cards and mailed PINs to County 80 Cardholders.
1133	The Food and Cash EBT administrative application shall allow County 80 End Users to print a Card with End User selected pseudo SUID and pseudo name for a County 80 Cardholder.
1134	The Food and Cash EBT administrative application shall allow selected State and County 80 End Users to view the full Social Security number and date of birth for all Cardholders across all Counties.

### A.35 Reports Application

#### A.35.1 Reports Application Requirements

#	Requirement
1135	The Contractor shall provide and maintain a browser-based Reports application that allows End Users to view and download Reports.
1136	The System shall allow End Users to access the Reports application using a food and cash or eWIC EBT administrative application End User identifier and password.

## PRE-SOLICITATION #16153

#	Requirement
1137	All Reports identified in the accepted <i>Reports Catalog</i> shall be made available using the Reports application.
1138	The Reports application shall allow End Users to view and download Reports in the formats identified in the accepted <i>Reports Catalog</i> .
1139	The Reports application shall provide a statewide version of each Report that contains statewide Report Data.
1140	The Reports application shall allow access to daily Reports for at least ninety (90) Calendar Days after the Report is produced.
1141	The Reports application shall allow access to weekly, monthly, and quarterly Reports for at least three (3) months after the Report is produced.
1142	Daily Reports shall be available in the Reports application by 5:00 a.m. Pacific Time the Day after the Report date.
1143	Weekly Reports shall be available in the Reports application within two (2) Calendar Days after the last day of the reporting period.
1144	Monthly and quarterly Reports shall be available in the Reports application within five (5) Calendar Days after the last day of the reporting period.
1145	The Reports application shall provide a County version of each food and cash Report containing County-level Data for a single County selected by the End User.
1146	The Reports application shall limit County End User access to food and cash Reports containing Data for his or her County and statewide Reports identified by the State.
1147	The Reports application shall provide a Local Agency version of each eWIC EBT Report containing Local Agency-level Data for a single Local Agency selected by the End User.
1148	The Reports application shall limit Local Agency End User access to eWIC EBT Reports containing Data for his or her Local Agency and statewide Reports identified by the State.

### A.36 Data Warehouse Application

#### A.36.1 Data Warehouse Application Requirements

#	Requirement
1149	The Contractor shall provide and maintain a browser-based Data Warehouse application.

## PRE-SOLICITATION #16153

#	Requirement
1150	Following successful login of an End User and before displaying any System Data, the Data Warehouse application shall require the End User to accept a State-approved terms of usage message stating that Data is confidential, system access is logged, and system use is for business purposes only.
1151	If the End User does not accept the terms of usages, the Data Warehouse application shall log the End User out and display the login page.
1152	The Data Warehouse application shall use a data repository that is independent of the EBT Host Systems.
1153	The Contractor shall partition and secure the Data Warehouse Data in such a manner as to ensure that only State-identified End Users can access, view, query, and download the Data.
1154	The Data Warehouse application shall be available from 7:00 a.m. to midnight Pacific Time, seven (7) days per week.
1155	The Contractor shall make Calendar Day Data (up to midnight Pacific Time) from EBT Host Systems available through the Data Warehouse application, no later than 7:00 a.m. Pacific Time following the end of the previous Calendar Day.
1156	The Contractor shall make Calendar Day Data (up to midnight Pacific Time) that does not originate from the EBT Host Systems available through the Data Warehouse application within seven (7) Calendar Days.
1157	The Data Warehouse application shall include Food and Cash EBT Conversion Data provided by the incumbent EBT contractor.
1158	The Data Warehouse application shall include all Data available in: <ul style="list-style-type: none"><li>a. The Food and Cash administrative application.</li><li>b. Food and Cash EBT administrative application End User activity logs.</li><li>c. The eWIC EBT administrative application.</li><li>d. eWIC EBT administrative application End User activity logs.</li><li>e. Food and Cash EBT batch Files.</li><li>f. eWIC EBT batch Files.</li><li>g. Food and Cash EBT Reports.</li><li>h. eWIC EBT Reports.</li><li>i. Cardholder Website End User activity logs.</li><li>j. Retailer Website End User activity logs.</li><li>k. FNS REDE Files.</li></ul>
1159	The Data Warehouse application shall allow the State to upload additional Data identified by the State.

## PRE-SOLICITATION #16153

#	Requirement
1160	The Data Warehouse application shall retain Data for a minimum of five (5) years.
1161	The Contractor shall archive, on an ongoing basis, Data that is five (5) years or older, and make the archived Data available to the State, upon request, within five (5) Business Days.
1162	The Data Warehouse application shall allow End Users to display an executive management dashboard that displays summary information identified by the State in the form of graphs and charts.
1163	The Data Warehouse shall allow End Users to view the source Data displayed in the executive management dashboard.
1164	The Data Warehouse application shall allow End Users to view Data from Contractor-developed, standard pre-built, parameterized queries identified by the State.
1165	The Data Warehouse application shall allow End Users to change parameters from Contractor-developed standard pre-built queries by any available combination of Data elements.
1166	The Data Warehouse application shall allow End Users to filter and sort Data from Contractor-developed standard pre-built queries by any available combination of Data elements.
1167	The Data Warehouse application shall allow End Users to display Data using ad hoc queries.
1168	The Data Warehouse application shall allow End Users to create ad hoc queries using a drag-and-drop tool.
1169	The Data Warehouse application shall allow End Users to save ad hoc queries.
1170	The Data Warehouse application shall allow End Users to drill down from summary-level Data to detail-level Data.
1171	The Data Warehouse application shall allow End Users to schedule queries to be executed at predetermined times and made available on the Data Warehouse to the End User.
1172	The Data Warehouse application shall allow End Users to export Data CSV and tab-separated values formats.
1173	The Data Warehouse application shall include custom parameters that allow End Users to assign attributes to Data selected using the Data Warehouse application Interface and using ad hoc queries.
1174	The Data Warehouse application shall include longitude and latitude Data for all addresses in the Data Warehouse.
1175	The Data Warehouse application shall allow End Users to display queries that include address Data on a map.



## PRE-SOLICITATION #16153

#	Requirement
1176	The Data Warehouse application shall allow access to types of Data displays and categories of Data to be restricted by End User identifier.
1177	The Data Warehouse shall support a minimum of two hundred (200) active State approved End User identifiers.
1178	The Contractor shall provide Data Warehouse specific End User support between the hours of 8:00 a.m. and 5:00 p.m. Pacific Time Monday through Friday.
1179	The Contractor shall provide up to one hundred (100) hours of agreed-upon changes to the Data Warehouse at no cost to the State each calendar year.
1180	Time for the Contractor to correct Data Warehouse defects or performance-related Data Warehouse issues shall not count against the one hundred (100) no-cost (to the State) hours of agreed-upon changes per calendar year.
1181	The Contractor shall provide two (2) initial onsite training sessions for State-identified End Users during Implementation of the Data Warehouse, at a location determined by the State.
1182	The Contractor shall provide two (2) initial onsite training sessions for State-identified End Users on the ad hoc query writing tool during Implementation, at a location determined by the State.
1183	The Contractor shall provide, at the option of the State, up to four (4) web-based End User training sessions each calendar year.
1184	The Contractor shall set up Data Warehouse End User identifiers provided by the State prior to Cutover.
1185	The Contractor shall set up Data Warehouse End User identifiers provided by the State prior to the start of eWIC EBT Pilot Operations.

### A.37 Ticket Management Application

#### A.37.1 Ticket Management Application Requirements

#	Requirement
1186	The Contractor shall provide and maintain a browser-based ticket management application for the capture, tracking, reporting, and Resolution of outage and non-outage Deficiencies, Administrative Equipment maintenance requests, and other State, Eligibility System consortia, County, and Local Agency questions.
1187	The ticket management application shall be accessed through the State EBT administrative network.

## PRE-SOLICITATION #16153

#	Requirement
1188	The ticket management application shall be accessible to State, County, WIC Local Agency, Eligibility System consortium, and WIC MIS End Users.
1189	Following successful login of an End User and before displaying any System Data, the ticket management application shall require the End user to accept a State-approved terms of usage message stating that Data is confidential, system access is logged, and system use is for business purposes only.
1190	If the End User does not accept the terms of usage, the ticket management application shall log the End User out and display the login page.
1191	The ticket management application shall have three (3) levels of access: a. Read only. b. Read and submit. c. Read, submit, and update.
1192	The ticket management application shall allow an End User to submit a ticket.
1193	The ticket management application shall allow an End User to query and view tickets captured in the System.
1194	The ticket management application shall allow an End User to query, sort, and print ad hoc Reports containing ticket Data.
1195	The ticket management application shall allow an End User to request archived Data.

## PRE-SOLICITATION #16153

#	Requirement
1196	<p>The ticket management application shall capture, at a minimum, the following Data:</p> <ul style="list-style-type: none"><li>a. Ticket number.</li><li>b. Title.</li><li>c. Description.</li><li>d. Program (Food and Cash EBT, eWIC EBT, and/or Other).</li><li>e. Category (Outage Deficiency, Non-Outage Deficiency, Maintenance Request, and Question).</li><li>f. Subcategory.</li><li>g. Priority.</li><li>h. Status.</li><li>i. Date and time reported.</li><li>j. Reported by name.</li><li>k. Reported by organization.</li><li>l. Method used to report (Web, Phone, E-Mail, and Other).</li><li>m. Contact telephone number.</li><li>n. Contact e-mail address.</li><li>o. Organization affected.</li><li>p. Assigned to and responsible organization.</li><li>q. Resolution date and time.</li><li>r. Closure date.</li><li>s. Journal updates.</li><li>t. Resolution.</li><li>u. Attached documents.</li><li>v. Last update date and time.</li></ul>

## PRE-SOLICITATION #16153

#	Requirement
1197	<p>The ticket management application shall allow authorized State End Users to update the following Data for open tickets:</p> <ul style="list-style-type: none"><li>a. Title.</li><li>b. Category (Outage Deficiency, Non-Outage Deficiency, Maintenance Request, and Question).</li><li>c. Subcategory.</li><li>d. Priority.</li><li>e. Reported by name (drop down for registered End Users).</li><li>f. Method used to report (Web, Phone, E-Mail, and Other).</li><li>g. Organization affected.</li><li>h. Resolution date and time.</li><li>i. Add Journal updates.</li><li>j. Attached documents.</li></ul>
1198	<p>The ticket management application shall allow an End User that submitted a ticket to update the following Data for open tickets:</p> <ul style="list-style-type: none"><li>a. Title.</li><li>b. Method used to report.</li><li>c. Add Journal updates.</li><li>d. Attached documents.</li></ul>
1199	<p>The ticket management application shall allow an End User to search for tickets by any combination of the following ticket fields:</p> <ul style="list-style-type: none"><li>a. Ticket number.</li><li>b. Category.</li><li>c. Subcategory.</li><li>d. Priority.</li><li>e. Status.</li><li>f. Reported by name.</li><li>g. Reported by organization.</li><li>h. Date reported.</li><li>i. Last Update date and time.</li></ul>

## PRE-SOLICITATION #16153

#	Requirement
1200	The ticket management application shall allow an End User to search for tickets by key words in the following fields: <ul style="list-style-type: none"><li>a. Title.</li><li>b. Description.</li><li>c. Journal updates.</li><li>d. Resolution.</li></ul>
1201	The ticket management application shall allow an End User to print a Deficiency Report of the search results.
1202	The ticket management application shall allow an End User to export a Deficiency Report of the search results in PDF format.
1203	The Deficiency Report shall include the following ticket fields: <ul style="list-style-type: none"><li>a. Ticket number.</li><li>b. Title.</li><li>c. Description.</li><li>d. Program (Food and Cash EBT, eWIC EBT, and/or Other).</li><li>e. Category (Outage Deficiency, Non-Outage Deficiency, Maintenance Request, and Question).</li><li>f. Subcategory.</li><li>g. Priority.</li><li>h. Status.</li><li>i. Date and time reported.</li><li>j. Reported by name.</li><li>k. Reported by organization.</li><li>l. Method used to report (Intranet, Phone, E-Mail, and Other).</li><li>m. Contact telephone number.</li><li>n. Contact e-mail address.</li><li>o. Organization affected.</li><li>p. Assigned to and responsible organization.</li><li>q. Resolution date and time.</li><li>r. Closure date.</li><li>s. Journal updates.</li><li>t. Resolution.</li><li>u. Names of attached documents.</li><li>v. Last update date and time.</li></ul>

## PRE-SOLICITATION #16153

#	Requirement
1204	<p>The ticket management application shall allow an End User to export search results in CSV format with the following ticket fields:</p> <ul style="list-style-type: none"><li>a. Ticket number.</li><li>b. Title.</li><li>c. Program (Food and Cash EBT, eWIC EBT, and/or Other).</li><li>d. Category (Outage Deficiency, Non-Outage Deficiency, Maintenance Request, and Question).</li><li>e. Subcategory.</li><li>f. Priority.</li><li>g. Status.</li><li>h. Date and time reported.</li><li>i. Reported by name.</li><li>j. Reported by organization.</li><li>k. Method used to report (Intranet, Phone, E-Mail, and Other).</li><li>l. Contact telephone number.</li><li>m. Contact e-mail address.</li><li>n. Organization affected.</li><li>o. Assigned to and responsible organization.</li><li>p. Resolution date and time.</li><li>q. Closure date.</li><li>r. Last update date and time.</li></ul>
1205	<p>The ticket management application shall allow authorized State End Users to reopen a closed ticket.</p>
1206	<p>When a ticket is reopened, the ticket management application shall require the End User to enter a journal update.</p>
1207	<p>The Contractor shall open a ticket in the ticket management application for Deficiencies, maintenance requests, and questions submitted by Contractor resources, over the phone and by e-mail.</p>
1208	<p>The Contractor shall make updates to tickets in the ticket management application that reflect ticket activities within two (2) Business Days of the activity.</p>

## PRE-SOLICITATION #16153

### **A.37.2 Food and Cash Transition Services Ticket Management Application Requirements**

#	Requirement
1209	The Contractor shall set up State, County, and Eligibility System consortia ticket management application End User identifiers provided by the State prior to Cutover.

### **A.37.3 eWIC EBT Implementation Services Ticket Management Application Requirements**

#	Requirement
1210	The Contractor shall set up ticket management application End User identifiers provided by the State prior to the start of eWIC EBT Pilot Operations and prior to operation in each Implementation region.

## **A.38 Cardholder Website**

### **A.38.1 EBT All Cardholder Website Requirements**

#	Requirement
1211	The Contractor shall provide and maintain a Cardholder Website.
1212	The Cardholder Website shall use the State's current Uniform Resource Locator (URL).
1213	The Cardholder Website shall be compatible with screen reader technologies to assist visually impaired Cardholders in accessing and using the Cardholder Website.
1214	The Cardholder Website shall conform to the State of California Website template.
1215	The Contractor shall update the Cardholder Website within thirty (30) Calendar Days of notification of a change to the California Website template.
1216	The Cardholder Website shall be available, at a minimum, in English and Spanish for both input and screen presentation.
1217	The Cardholder Website shall be available to all EBT Cardholders over the Internet at no charge to the Cardholder, excluding third-party Charges to the Cardholder for access to the Internet.
1218	The Cardholder Website shall include an Interface that is optimized for mobile device access.
1219	The Cardholder Website shall require that End Users have an active EBT Card number for Cardholder access to EBT Host System Data.



## PRE-SOLICITATION #16153

#	Requirement
1220	The Cardholder Website shall include a Create Login page and Forgot Password page.
1221	When a Card is replaced, the System shall assign the Cardholder Website End User identifier to the new Card.
1222	When a Card is replaced, the System shall allow the Cardholder to select a new password using the Cardholder Website Forgot Password page or select a new End User identifier and password using the Cardholder Website Create Login page.
1223	The Cardholder Website shall have one (1) or more login pages where a Cardholder can enter his or her End User identifier and password to access EBT Host System Data.
1224	After three (3) consecutive failed login attempts due to invalid End User identifier and password combination, the password for the End User identifier shall be disabled and the Cardholder Website redirected to the Forgot Password page.
1225	The Cardholder Website shall allow End Users to search for locations that accept EBT Cards by address, city, ZIP code, County, distance and/or partial Retailer name.
1226	The Cardholder Website shall display a minimum of twenty-five (25) search result records on a map that shows the search location and search result locations.
1227	The Cardholder Website shall allow End Users to display, sort by any displayed field, and print up to five hundred (500) search results.
1228	The Cardholder Website shall display an error message and End User instructions for narrowing the search in the event the total search result exceeds five hundred (500) records or other State-approved limit.
1229	The Cardholder Website shall provide a printer-friendly function to allow the End User to print the location information of the search results.
1230	The Cardholder Website location information shall include a link to turn-by-turn directions.
1231	The Cardholder Website shall allow the End User to download the location information of the search results.
1232	The Cardholder Website shall allow the End User to have the location information of the search results e-mailed to an address specified by the End User.
1233	The Contractor shall update the listing of FNS-authorized Retailers, cash access locations, surcharge-free cash access locations, ATMs, and WIC-authorized Retailer locations used to support Cardholder queries, at a minimum, on a weekly basis.

## PRE-SOLICITATION #16153

#	Requirement
1234	The Cardholder Website shall provide information about California EBT and include links to information on State, federal, and other websites.
1235	Upon request from the State, the Contractor shall make changes to Cardholder Website text and hyperlinks within thirty (30) Calendar Days.
1236	The Cardholder Website shall allow Food and Cash EBT and eWIC EBT alerts to be posted by the Contractor and authorized State End Users in real time.
1237	The Cardholder Website shall mask the password as it is entered.
1238	The Cardholder Website shall use drop-down boxes for End User entry of month and year.
1239	<p>The Cardholder Website shall include help screens that provide detailed instructions to Food and Cash EBT and WIC Cardholders for:</p> <ul style="list-style-type: none"><li>a. Setting up an End User identifier and password.</li><li>b. Changing a password using the Forgot Password page.</li><li>c. Viewing available balances.</li><li>d. Viewing future Benefits.</li><li>e. Viewing Account history.</li><li>f. Ordering a mailed two (2)-month statement of Food and Cash EBT Account history.</li><li>g. Viewing correction request and dispute Data.</li></ul> <p>Searching for cash access locations, surcharge-free ATMs, FNS-authorized Retailers, Retailers participating in the Restaurant Meals Program, farmers' markets, and WIC-authorized Retailers.</p>

### **A.38.2 Food and Cash Cardholder Website Requirements**

#	Requirement
1240	The Cardholder Website shall use the EBT Card number, SUID, and month and year of birth to authenticate the Cardholder's identity.
1241	The Create Login and Forgot Password pages shall include a graphic that shows the location of the SUID and Card number on the EBT Card.
1242	<p>The Cardholder Website End User identifier shall:</p> <ul style="list-style-type: none"><li>a. Be four (4) to thirty-five (35) alphanumeric characters.</li><li>b. Have at least one (1) alpha character.</li><li>c. Allow special characters.</li></ul>

## PRE-SOLICITATION #16153

#	Requirement
1243	The Cardholder Website password shall: <ul style="list-style-type: none"><li>a. Be six (6) characters to sixteen (16) characters.</li><li>b. Have at least one (1) uppercase and one (1) lowercase alpha character.</li><li>c. Have at least one (1) number.</li><li>d. Allow special characters.</li></ul>
1244	The System shall lock the Card number if it is used for three (3) consecutive failed authentication attempts on the Create Login or Forgot Password pages.
1245	The System shall lock the SUID if it is used for three (3) consecutive failed authentication attempts on the Create Login or Forgot Password pages.
1246	The System shall remove Card number and SUID locks at midnight.
1247	If the Card number and SUID are not locked, the Cardholder Website Create Login and Forgot Password pages shall return a single error message if the SUID and month and year of birth do not match the Data associated with the Card number, the Card number is inactive, or the Card is not in an active status.
1248	The Cardholder Website Create Login page shall return specific error messages if the Cardholder is authenticated and any of the following conditions occur: <ul style="list-style-type: none"><li>a. The End User identifier is invalid or already exists.</li><li>b. The password is invalid.</li><li>c. The SUID or Card number is locked.</li></ul>
1249	If no errors occur when data is submitted in the Cardholder Website Create Login page, the System shall create a Cardholder Website End User identifier and password for the Card number entered.
1250	The Cardholder Website Forgot Password page shall return specific error messages if the Cardholder is authenticated and any of the following conditions occur: <ul style="list-style-type: none"><li>a. The End User identifier is invalid or does not match the Card number entered.</li><li>b. The password is invalid.</li><li>c. The SUID or Card number is locked.</li></ul>
1251	If no errors occur when data is submitted in the Cardholder Website Forgot Password page, the System shall update the Cardholder Website password for the Card number entered.

## PRE-SOLICITATION #16153

#	Requirement
1252	If a new Cardholder Website End User identifier is created for a Card that already has a Cardholder Website End User identifier, the System shall delete the old End User identifier and password.
1253	The System shall disable a Cardholder Website password when a Card is changed to an inactive status.
1254	The Cardholder Website shall allow Cardholders to view current Account available balance, regardless of Account status.
1255	The Cardholder Website shall display the amount and availability date of pending Benefits.
1256	The Cardholder Website shall display the primary Cardholder name and the name of any alternate Cardholders.
1257	The Cardholder Website shall allow Cardholders to view and print food and cash transaction history with, at a minimum, all completed debit and credit transactions for the previous ninety (90) Calendar Days.
1258	The Cardholder Website shall allow Cardholders to download food and cash transaction history in formatted text and CSV formats.
1259	The Cardholder Website shall allow Cardholders to have food and cash transaction history e-mailed to an address provided by the Cardholder in formatted text and CSV formats.
1260	The Cardholder Website shall allow Cardholders to request a two (2)-month statement of Food and Cash EBT Account history, by Account type, for successful transactions that affect the available Account balance including the date, time, and amount of each transaction.
1261	The Contractor shall mail a two (2)-month statement of Food and Cash EBT Account history requested through the Cardholder Website to the Cardholder's address in the System no later than the next Postal Day using no less than U.S. Postal Service First-Class postage.
1262	The Cardholder Website shall display the following details for all transactions that affect Cardholder available balance: <ul style="list-style-type: none"><li>a. Transaction date and time.</li><li>b. Retailer name (POS and ATM transaction only).</li><li>c. Retailer location (POS and ATM transaction only).</li><li>d. Last four (4) digits of the Card number.</li><li>e. Account.</li><li>f. Transaction Type.</li><li>g. Transaction amount.</li><li>h. Surcharge and fee amounts (ATM transactions only).</li></ul>

## PRE-SOLICITATION #16153

#	Requirement
1263	The Cardholder Website shall allow Cardholders to view correction request Data, including: <ul style="list-style-type: none"><li>a. Correction request date.</li><li>b. Correction request tracking number.</li><li>c. Correction request type (credit or debit to the Cardholder).</li><li>d. Correction request amount.</li><li>e. Correction request status.</li><li>f. Correction request last status change date.</li></ul>
1264	The Cardholder Website shall allow Cardholders to search for FNS-authorized Retailers, Retailers participating in the Restaurant Meals Program, farmers' markets, cash access locations, surcharge-free cash access locations, and ATMs.
1265	The search results for FNS-authorized Retailers, Retailers participating in the Restaurant Meals Program, farmers' markets, cash access locations, and surcharge-free cash access locations shall include distance, Retailer/bank name, street address, city, state, and ZIP code.
1266	The search results for FNS-authorized Retailers shall identify Restaurant Meals Program locations and farmers' markets.
1267	The search results for cash access locations shall include the maximum cash-back amount.
1268	The search results for ATMs shall include the surcharge amount.
1269	The Cardholder Website shall allow Cardholders to filter search results for ATMs by maximum surcharge amount.
1270	The Cardholder Website shall capture and track all "hits" on the Cardholder Website by individual Case, Card number, County, and statewide total.

### **A.38.3 WIC Cardholder Website Requirements**

#	Requirement
1271	The Cardholder Website shall use the EBT Card number and other Cardholder specific Data to authenticate the Cardholder's identity.
1272	The System shall lock the Card number if it is used for three (3) consecutive failed authentication attempts on the Create Login or Forgot Password pages.
1273	The System shall remove the Card number lock at 12:00 a.m. (midnight) Pacific Time.

## PRE-SOLICITATION #16153

#	Requirement
1274	If the Card number is not locked, the Cardholder Website Create Login and Forgot Password pages shall return a single error message if Cardholder Data does not match the Data associated with the Card number or the Card is not in an active status.
1275	The Cardholder Website Create Login page shall return specific error messages if the Cardholder is authenticated and any of the following conditions occur: <ul style="list-style-type: none"><li>a. The End User identifier is invalid or already exists.</li><li>b. The password is invalid.</li><li>c. The Card number is locked.</li></ul>
1276	If no errors occur when data is submitted in the Cardholder Website Create Login page, the System shall create a Cardholder Website End User identifier and password for the Card number entered.
1277	The Cardholder Website Forgot Password page shall return specific error messages if the Cardholder is authenticated and any of the following conditions occur: <ul style="list-style-type: none"><li>a. The End User identifier is invalid or does not match the Card number entered.</li><li>b. The password is invalid.</li><li>c. The Card number is locked.</li></ul>
1278	If no errors occur when data is submitted in the Cardholder Website Forgot Password page, the System shall update the Cardholder Website password for the Card number entered.
1279	If a new Cardholder Website End User identifier is created for a Card that already has a Cardholder Website End User identifier, the System shall delete the old End User identifier and password.
1280	The System shall disable a Cardholder Website password when a Card is changed to an inactive status.
1281	The Cardholder Website shall allow Cardholders to view current and future Benefits.
1282	The Cardholder Website shall allow Cardholders to view past redeemed and unredeemed Benefits that expired in the prior three (3) months.
1283	For each Benefit, the Cardholder Website shall display: <ul style="list-style-type: none"><li>a. Benefit start and end date.</li><li>b. Benefit item description, quantity, and unit of measure for each Benefit item.</li><li>c. Remaining quantity for each Benefit item.</li></ul>
1284	The Cardholder Website shall display the primary Cardholder name.

## PRE-SOLICITATION #16153

#	Requirement
1285	The Cardholder Website shall allow Cardholders to view and print WIC transaction history with, at a minimum, all completed WIC purchases for the previous ninety (90) Calendar Days.
1286	The Cardholder Website shall allow Cardholders to download WIC transaction history in PDF, formatted text, and CSV formats.
1287	The Cardholder Website shall allow Cardholders to have eWIC transaction history e-mailed to an address provided by the Cardholder in PDF, formatted text, and CSV formats.
1288	The Cardholder Website shall allow Cardholders to request a mailed two (2)-month statement of eWIC EBT Account history for successful transactions that affect the available Account balance including the date, time, and amount of each transaction.
1289	The Contractor shall mail a two (2)-month statement of eWIC EBT Account history requested through the Cardholder Website to the Cardholder's address in the System no later than the next Postal Day using no less than U.S. Postal Service First-Class postage.
1290	The Cardholder Website shall display the following details for all WIC purchases: <ul style="list-style-type: none"><li>a. Transaction date and time.</li><li>b. Retailer name.</li><li>c. Retailer location.</li><li>d. Last four (4) digits of the Card number.</li><li>e. Purchased items, including description, quantity, and unit of measure.</li><li>f. Total purchase amount.</li><li>g. Trace ID.</li></ul>
1291	The Cardholder Website shall allow Cardholders to view dispute Data, including: <ul style="list-style-type: none"><li>h. Dispute submission date.</li><li>i. Dispute tracking number.</li><li>j. Dispute type (credit or debit to the Cardholder).</li><li>k. Dispute amount.</li><li>l. Dispute status.</li><li>m. Dispute last status change date.</li></ul>
1292	The Cardholder Website shall allow Cardholders to search for WIC-authorized Retailers and farmers' markets that accept WIC EBT.
1293	The search results for the WIC-authorized Retailer searches shall include distance, vendor name, street address, city, state, and ZIP code.



## PRE-SOLICITATION #16153

#	Requirement
1294	The search results for WIC-authorized Retailers shall identify farmers' markets.
1295	The Cardholder Website shall capture and track all "hits" on the Cardholder Website by individual Case, Card number, Local Agency, and statewide total.

### **A.38.4 Food and Cash Transition Services Cardholder Website Requirements**

#	Requirement
1296	The Contractor shall set up Cardholder End User identifiers provided by the incumbent EBT contractor prior to Cutover.

### **A.38.5 Cardholder Alert Requirements**

#	Requirement
1297	The Cardholder Website shall allow food and cash Cardholders and WIC Cardholders with an End User identifier to sign up for automated alerts.
1298	The Cardholder Website shall allow food and cash Cardholders and WIC Cardholders with an End User identifier to select either text message alerts to a phone number provided by the Cardholder or e-mail alerts to an e-mail address provided by the Cardholder.
1299	The Cardholder Website shall allow food and cash Cardholders and WIC Cardholders with an End User identifier to select one or more of the following alerts: <ul style="list-style-type: none"><li>a. Benefits available.</li><li>b. Adjustment complete.</li><li>c. Account inactive (Food and Cash Cardholders only with an available balance).</li><li>d. Benefits will expire (WIC Cardholders only).</li></ul>
1300	The Cardholder Website shall allow food and cash Cardholders and WIC Cardholders with an End User identifier to opt out of alerts previously selected.
1301	The System shall send a Benefit available alert when a new food and/or cash Benefit or eWIC EBT Benefit becomes available.
1302	The System shall send an adjustment complete alert when a Cardholder credit or debit adjustment has been applied to a Cardholder's food and/or cash Account or eWIC Account.
1303	The System shall send an Account inactive alert when a food or cash Account with a remaining balance greater than zero (0) has reached "inactive" status.

## PRE-SOLICITATION #16153

#	Requirement
1304	The System shall send a 'Benefits will expire' alert a set number of days, to be specified by the State, before an eWIC EBT Benefit with a remaining balance greater than zero (0) expires.
1305	The System shall send food and cash alerts that are posted to the Cardholder Website to food and cash Cardholders.
1306	The System shall send eWIC EBT alerts that are posted to the Cardholder Website to WIC Cardholders.
1307	The System shall send alerts that are posted to the Cardholder Website via text message and e-mail to phone numbers and e-mail addresses provided by the Cardholders.

### A.39 Mobile Device Application

#### A.39.1 EBT All Mobile Device Application Requirements

#	Requirement
1308	The Contractor shall develop and make available to Cardholders, at no cost to the Cardholder, a Mobile Device Application that is compatible with commonly available mobile device operating systems.
1309	The Contractor shall make updates to the Mobile Device Application available to Cardholders, at no cost to the Cardholder, to maintain compatibility with existing and new commonly available mobile device operating systems.
1310	The Mobile Device Application shall be available, at a minimum, in English and Spanish for both input and screen presentation.
1311	The Mobile Device Application shall use drop-down boxes (or mobile application equivalent) for End User entry of month and year.
1312	The Mobile Device Application shall require an End User identifier and password to access EBT Host System Data.
1313	The Mobile Device Application shall mask the password as it is entered.
1314	The Mobile Device Application shall allow Cardholders to access the same EBT Host System Data that is available through the Cardholder Website.
1315	The Mobile Device Application shall allow End Users to search for locations that accept EBT by address, city, ZIP code, County, distance and/or partial Retailer name.
1316	The Mobile Device Application shall allow End Users to search for locations that accept EBT by using mobile device Global Positioning System (GPS) data.
1317	The results of a location search shall be formatted to allow the End User to display a map showing the location(s).

## PRE-SOLICITATION #16153

#	Requirement
1318	The results of a location search shall be formatted to allow the End User to display location search results as a list.
1319	The Mobile Device Application location information shall include a link to turn-by-turn directions.
1320	The Mobile Device Application shall display all alerts available to Cardholders through text messaging and e-mail (see Section A.38), including but not limited to: <ul style="list-style-type: none"><li>a. Alerts that are posted to the Cardholder Website.</li><li>b. Benefits available.</li><li>c. Adjustment complete.</li><li>e. Account inactive (food and cash Cardholders only with an available balance).</li><li>d. Benefits will expire (WIC Cardholders only).</li></ul>
1321	The System shall allow a Cardholder to access Food and Cash EBT balance and available eWIC item balances using text messaging.
1322	The System shall allow Cardholders to search for locations that accept EBT by city and ZIP code using text messaging.
1323	The System shall track the usages of the Mobile Device Application and text messaging inquiries.

### A.39.2 Food and Cash Mobile Device Application Requirements

#	Requirement
1324	The Mobile Device Applications and text message search shall allow Cardholders to search for FNS-authorized Retailers, Retailers participating in the Restaurant Meals Program, farmers' markets, cash access locations, surcharge-free cash access locations, and ATMs.
1325	The Mobile Device Applications and text message search results for FNS-authorized Retailers, Retailers participating in the Restaurant Meals Program, farmers' markets, cash access locations, and surcharge-free cash access locations shall include distance, Retailer/bank name, street address, city, state, and ZIP code.
1326	The Mobile Device Applications and text message search results for FNS-authorized Retailers shall identify Restaurant Meals Program locations and farmers' markets.
1327	The Mobile Device Applications and text message search results for cash access locations shall include the maximum cash-back amount.
1328	The text message search results for ATMs shall include the surcharge amount.

## PRE-SOLICITATION #16153

#	Requirement
1329	The Mobile Device Applications and text message search shall allow Cardholders to filter search results for ATMs by maximum surcharge amount.

### A.39.3 eWIC EBT Mobile Device Application Requirements

#	Requirement
1330	The eWIC EBT Mobile Device Application and text message search shall allow Cardholders to search for WIC-authorized Retailers and farmers' markets that accept eWIC EBT.
1331	The search results for the WIC-authorized Retailer searches shall include distance, Retailer name, street address, city, state, and ZIP code.
1332	The search results for WIC-authorized Retailers shall identify farmers' markets.
1333	The eWIC EBT Mobile Device Application shall allow a Cardholder to scan the bar code of an item and get the following information about the item: <ul style="list-style-type: none"><li>a. Indication if the item is WIC eligible.</li><li>b. Item category.</li><li>c. Item subcategory.</li><li>d. Item quantity and unit of measurement.</li><li>e. Current balance (quantity and unit of measurement) of the category and subcategory in the Cardholder's Account.</li></ul>

## A.40 Retailer Website

### A.40.1 EBT All Retailer Website Requirements

#	Requirement
1334	The Contractor shall provide and maintain a Retailer Website.
1335	The Retailer Website shall be available, at a minimum, in English and Spanish for both input and screen presentation.
1336	The Retailer Website shall allow Retailers with EBT-only or wireless POS devices to create an End User identifier and password.
1337	The Retailer Website shall allow End Users to change their passwords.
1338	The Retailer Website shall allow End Users to re-establish access if they forget their passwords or user identifier.
1339	The Contractor shall receive written State approval before including any Retailer Personally Identifiable Information (PII) Data on the Retailer Website.

## PRE-SOLICITATION #16153

#	Requirement
1340	The Retailer Website shall allow End Users to download forms and other Documentation, including, but not limited to: <ul style="list-style-type: none"><li>a. EBT Retailer Agreement Package.</li><li>b. Retailer training material.</li><li>c. Banking information change form.</li></ul>
1341	The Retailer Website shall provide information about California EBT and include links to information on State, federal, and other EBT Retailer-related Websites.

### A.40.2 Food and Cash Retailer Website Requirements

#	Requirement
1342	The Retailer Website End User Registration page for food Retailers shall be designed to prevent it from being used to identify a Retailer FNS number or other Retailer PII Data.
1343	The Retailer Website shall allow Retailers with EBT-only POS devices or wireless POS devices to view the following information for Food and Cash EBT transactions completed within the previous six (6) months: <ul style="list-style-type: none"><li>a. Transaction date and time.</li><li>b. Transaction Settlement date.</li><li>c. Transaction type.</li><li>d. Transaction amount.</li></ul>
1344	The Retailer Website shall allow Retailers with EBT-only POS devices or wireless POS devices to submit a correction request against a completed food or cash EBT transaction.
1345	The Retailer Website shall allow Retailers with EBT-only POS devices or wireless POS devices to view the following information for food and cash correction requests opened within the previous six (6) months: <ul style="list-style-type: none"><li>a. Date and time of the disputed transactions.</li><li>b. Correction request amount.</li><li>c. Correction request date.</li><li>d. Correction request tracking number.</li><li>e. Correction request type (debit or credit to the Retailer).</li><li>f. Correction request status.</li></ul>

## PRE-SOLICITATION #16153

#	Requirement
1346	The Retailer Website shall allow Retailers with EBT-only POS devices or wireless POS devices to view the following information for ACH payments for Food and Cash EBT transactions made within the previous six (6) months: <ul style="list-style-type: none"><li>a. ACH date.</li><li>b. Settlement amount.</li><li>c. State and federal withholding amounts.</li><li>d. ACH payment amount.</li></ul>
1347	The Retailer Website shall capture and track all “hits” on the Retailer Website by Retailer FNS number, County, and statewide total.

### A.40.3 eWIC Retailer Website Requirements

#	Requirement
1348	The Retailer Website End User Registration page for WIC-authorized Retailers shall be designed to prevent it from being used to identify a WIC Retailer number or other Retailer PII Data.
1349	The Retailer Website shall allow WIC-authorized Retailers with EBT-only POS devices or wireless POS devices to view the following information for WIC EBT transactions completed within the previous six (6) months: <ul style="list-style-type: none"><li>a. Transaction date and time.</li><li>b. Transaction Settlement date.</li><li>c. Transaction type.</li><li>d. Universal Product Code (UPC) and description of each item purchased.</li><li>e. Requested and approved transaction amount for each item purchased.</li><li>f. Total transaction amount.</li></ul>
1350	The Retailer Website shall allow WIC-authorized Retailers with EBT-only POS devices or wireless POS devices to submit a dispute against a WIC EBT transaction.

## PRE-SOLICITATION #16153

1351	The Retailer Website shall allow WIC-authorized Retailers with EBT-only POS devices or wireless POS devices to view the following information for WIC EBT transaction disputes opened within the previous six (6) months: <ul style="list-style-type: none"><li>a. Date and time of the disputed transactions.</li><li>b. Correction request amount.</li><li>c. Correction request date.</li><li>d. Correction request tracking number.</li><li>e. Correction request type (debit or credit to the Retailer).</li><li>f. Correction request status.</li></ul>
1352	The Retailer Website shall allow WIC-authorized Retailers with EBT-only POS devices or wireless POS devices to view the following information for ACH payments for eWIC made within the previous six (6) months: <ul style="list-style-type: none"><li>a. ACH date.</li><li>b. Settlement amount.</li><li>c. State and federal withholding amounts.</li><li>d. ACH payment amount.</li></ul>
1353	The Retailer Website shall capture and track all “hits” on the Retailer Website by WIC-authorized Retailer number and statewide total.

### A.41 Food and Cash Card Printers

#### A.41.1 Food and Cash Card Printer Requirements

#	Requirement
1354	The System shall print a Food and Cash Card to a Card printer connected directly to a local area network.
1355	The Card printer shall include required cables to connect the printer to a local area network.
1356	The Card printer shall print and encode the State’s poly-vinyl chloride Cards as specified in the Card Design Specification.
1357	The Card printer shall print information at a minimum Resolution of three hundred (300) dots per inch.
1358	The Card printer shall record information at high coercivity to the ISO 7813-compliant magnetic stripe on the back of the Card.
1359	The Card printer shall support multi-color and monochrome printing.
1360	The Card printer shall apply an overlay coating to the front of the Card.
1361	The Card printer shall not weigh more than thirty (30) pounds.
1362	The Card printer hopper shall have a minimum capacity of one hundred (100) Cards.



## PRE-SOLICITATION #16153

#	Requirement
1363	The Card printer shall include a physical security feature that, when utilized, deters unauthorized removal of the printer.
1364	The Card printer shall include a physical security feature that, when utilized, deters unauthorized removal of blank EBT cardstock from the printer.
1365	The Card printer shall include a physical security feature that, when utilized, deters unauthorized removal of Cards that were not successfully printed.
1366	The Card printer shall include a physical security feature that, when utilized, deters unauthorized removal of the Card printer ribbon.
1367	The Card printer shall include sensors that indicate when a Card cannot be printed, including but not limited to: <ul style="list-style-type: none"><li>a. Card hopper empty.</li><li>b. End of ribbon.</li><li>c. Broken ribbon.</li></ul>
1368	The Card printer shall include an operator-replaceable continuous Card cleaning roller.
1369	The Card printer shall have an operator-replaceable ribbon.
1370	The Card printer shall print and apply an overlay to the front of the Card and encode the magnetic stripe on the back of the Card at a minimum rate of one hundred (100) Cards per hour.
1371	Any changes to the make and model of the Card printers shall require State approval.
1372	The System shall allow Food and Cash Cards to be printed at County offices using a Card printer via the State EBT Administrative Network.
1373	The System shall print and encode locally-issued Food and Cash Cards at any Card printer known to the System, as specified by the End User.
1374	The Card printer shall return the status of the Card printing request to the Food and Cash EBT Host System.
1375	The Card printer shall return error messages to the Food and Cash EBT Host System for a failed Card print request that describes the reason for the failure.
1376	The Contractor shall provide a manufacturer user manual with each Card printer Installed at State and County locations.
1377	The Contractor shall provide an ongoing supply of ribbon for each Card printer Installed at State and County locations.
1378	The Contractor shall maintain hardware and Software of all Card printers used for State and County Card issuance.

## PRE-SOLICITATION #16153

#	Requirement
1379	The Contractor shall repair or replace an inoperable Card printer within two (2) Business Days of initial notification of a Card printer failure.
1380	In the event of a Card printer replacement, the Contractor shall provide a replacement Card printer of the same model or with a State-approved model that meets or exceeds the manufacturer's specification for the model being replaced, and that is functionally compatible with the Contractor's local Card issuance Interface.
1381	The Contractor shall maintain a record, for State review, of the failure, Service, and replacement history of Card printers.
1382	The Card printer failure rate shall be no more than four percent (4%) of the total Card printers in use per month.
1383	The Contractor shall provide newly manufactured Card printers to replace the existing Card printers on a one-for-one basis prior to Cutover.
1384	The Contractor shall provide one additional newly manufactured Card printer to County offices that are more than one (1) mile away from any other County offices that have an existing Card printer.
1385	Upon request from the State, the Contractor shall provide Card printers for new County offices.
1386	The Card printers initially Installed by the Contractor during Transition Services shall be of the same make and model in all State and County locations.
1387	The Contractor shall test, and certify ready for use, each EBT Card printer for each County prior to Cutover.

### A.42 PIN Selection Devices

#### A.42.1 Food and Cash PIN Selection Device Requirements

#	Requirement
1388	The System shall allow Food and Cash EBT PINs to be selected at a County office using a PIN selection device over a local telephone line and Internet connection.
1389	The Contractor shall provide a manufacturer user manual with each PIN selection device Installed at State and County locations.
1390	Any changes to the make and model of the PIN selection device shall require State approval.
1391	The PIN selection device hardware shall be upgradable to accept Europay, MasterCard and Visa (EMV) cardstock.
1392	The PIN selection device shall require an End User Account (logon identifier and password) to execute PIN actions.

## PRE-SOLICITATION #16153

#	Requirement
1393	The PIN selection device shall not allow management of End User Accounts using the PIN selection device.
1394	The Contractor shall use the existing analog telecommunication circuits Installed in State and County offices with its PIN selection devices to connect to the EBT Host System.
1395	The Contractor shall maintain all PIN selection devices.
1396	The Contractor shall repair or replace inoperable PIN selection devices within two (2) Business Days of initial notification of a PIN selection device failure.
1397	In the event of PIN selection device replacement, the Contractor shall provide a replacement PIN selection device of the same model, if available, or a State-approved model that meets or exceeds the manufacturer's specification for the model being replaced, and that is functionally compatible with the Contractor's PIN selection device Interface.
1398	The Contractor shall maintain a record, for State review, of the failure, Service, and replacement history of PIN selection devices.
1399	The PIN selection device failure rate shall be no more than four percent (4%) of the PIN selection devices in use per month.
1400	The Contractor shall provide newly-manufactured PIN selection devices to replace the existing PIN selection devices, on a one-for-one basis prior to Cutover.
1401	Upon request from the State, the Contractor shall provide PIN selection devices for new County offices.
1402	All PIN selection devices initially Installed in State and County locations shall be of the same make and model.
1403	The Contractor shall test, and certify ready for use, each PIN selection device for each County prior to Cutover.
1404	The Contractor shall set up County PIN selection device End User identifiers provided by the State prior to Cutover.

### A.43 EBT-Only POS Devices

#### A.43.1 EBT All EBT-Only POS Equipment Requirements

#	Requirement
1405	The Contractor shall develop and maintain an EBT-only POS device profile load that will enable every California EBT-only POS device to Interface with the Food and Cash and eWIC EBT Host Systems.

## PRE-SOLICITATION #16153

#	Requirement
1406	EBT-only POS hardware shall have sufficient processing capacity and memory to support Food and Cash EBT transactions, WIC EBT transactions, and storage of the WIC APL.
1407	EBT-only POS hardware shall be upgradable to accept Europay, MasterCard, and Visa (EMV) cardstock.
1408	The Contractor shall provide an external PIN pad with each EBT-only POS device deployed to a Retailer.
1409	The PIN pad shall include a privacy shield.
1410	The EBT-only POS device shall process food, cash, and WIC EBT transactions using a telephone line or Internet connection.
1411	The EBT-only POS device shall allow food, cash, and/or WIC EBT transactions to be disabled such that the disabled transaction type does not appear on the EBT-only POS device.
1412	The Contractor shall provide a user manual when deploying an EBT-only POS device.
1413	The EBT-only POS device profile load shall have a "print last receipt" function.
1414	The EBT-only POS device profile load shall provide visual verification of the transaction message before positive action is taken by the Cardholder to release the message for authorization and Settlement.
1415	The EBT-only POS device shall provide an audible tone when transactions are declined and display verification of the error message rejecting the transaction, including but not limited to: <ul style="list-style-type: none"><li>a. Non-approved items (WIC purchases only).</li><li>b. Insufficient Benefits.</li><li>c. Incorrect PIN.</li><li>d. Invalid Card.</li></ul>
1416	The EBT-only POS device shall send a reversal transaction when the System fails to respond to a transaction request within a set period of time specified by the State.
1417	When the Contractor purchases EBT-only POS devices, the Contractor shall purchase only newly manufactured EBT-only POS devices.
1418	When the Contractor purchases EBT-only POS devices, the selected POS device shall accommodate single lane and multi-lane stores.
1419	The Contractor shall provide secure and environmentally appropriate storage of all spare EBT-only POS devices in accordance with manufacturer Specifications.

## PRE-SOLICITATION #16153

#	Requirement
1420	The Contractor shall repair or replace an inoperable EBT-only POS device within forty-eight (48) hours of initial notification of the EBT-only POS device failure.
1421	The Contractor shall maintain all EBT-only POS devices.
1422	Each EBT-only POS device Installed at Retailer locations shall have a unique terminal identification number that can be used to link transactions to a specific POS device at a specific location.
1423	The Contractor shall maintain a record, for State review, of EBT-only POS device failure, Service, and replacement history throughout the term of the Contract.
1424	The Contractor shall deactivate EBT-only POS devices for disqualified or withdrawn food Retailers that are also no longer WIC-authorized Retailers within two (2) Business Days of receipt of the de-authorization information from the FNS REDE File and eWIC MIS.
1425	The Contractor shall make a good-faith effort to recover deactivated EBT-only POS devices from Retailers within seven (7) Business Days of EBT-only POS device deactivation.
1426	The EBT-only POS device failure rate shall be no more than four percent (4%) of EBT-only POS devices in use per month.

### A.43.2 Food and Cash EBT-Only POS Equipment Requirements

#	Requirement
1427	The EBT-only POS device profile load shall enable compliance with ISO 8583, ANSI X9.58, and the Quest <sup>®</sup> Operating Rules.
1428	The EBT-only POS device profile load shall support the full Food and Cash EBT POS transaction set specified in the Quest <sup>®</sup> Operating Rules, including cash transactions, with the exception of the store-and-forward transaction.

### A.43.3 eWIC EBT-Only POS Equipment Requirements

#	Requirement
1429	The Contractor shall provide an external bar code scanner with each EBT-only POS device deployed to a WIC-authorized Retailer.
1430	The EBT-only POS device shall download APL Data using an Internet connection.
1431	The EBT-only POS device profile load shall enable compliance with ANSI X9.93, FNS WIC EBT Technical Implementation Guide, and USDA-FNS Operating Rules for WIC EBT.

# PRE-SOLICITATION #16153

#	Requirement
1432	The EBT-only POS device profile load shall provide receipts that are compliant with requirements contained in the USDA-FNS Operating Rules for WIC EBT.
1433	The EBT-only POS device profile load shall support the full WIC EBT POS transaction set specified in the USDA-FNS Operating Rules for WIC EBT, with the exception of the store-and-forward transaction.
1434	The EBT-only POS device profile load shall support: <ul style="list-style-type: none"><li>a. Store management of WIC approved UPCs and Product Listing Updates (PLU).</li><li>b. Price memory function that can be turned on or off by the WIC-authorized Retailer.</li><li>c. Entry of multiple discounts on a single transaction.</li><li>d. Mapping of fresh fruits and produce items, other than excluded fruit and produce, to International Fresh Produce Standard PLUs.</li><li>e. Mapping the cash value Benefit (CVB) to a single generic code.</li><li>f. Split tender for CVB.</li><li>g. Full validation of the WIC purchase transaction before sending it to the System.</li><li>h. Lane, clerk, and WIC-authorized Retailer store total reporting.</li><li>i. In-store Reconciliation.</li></ul>

## A.44 Wireless POS Devices

### A.44.1 EBT All Wireless POS Device Requirements

#	Requirement
1435	The Contractor shall develop and maintain a wireless POS device profile load that will enable every California EBT wireless POS device to Interface with the food and cash and eWIC EBT Host Systems.
1436	Wireless POS hardware shall have sufficient processing capacity and memory to support Food and Cash EBT transactions, WIC EBT transactions, and storage of the WIC APL.
1437	Wireless POS hardware shall be upgradable to accept EMV cardstock.
1438	The Contractor shall provide an external PIN pad with each wireless POS device deployed to a Retailer.
1439	The PIN pad shall include a privacy shield.
1440	The wireless POS device shall process food, cash, and WIC EBT transactions using a commercial wireless connection.

## PRE-SOLICITATION #16153

#	Requirement
1441	The wireless POS device shall allow food, cash, and/or WIC EBT transactions to be disabled such that the disabled transaction type does not appear on the wireless POS device.
1442	The Contractor shall provide a user manual when deploying a wireless POS device.
1443	The wireless POS devices shall not transmit the Cardholder's Account number and PIN unless the transmission is encrypted.
1444	The wireless POS device profile load shall have a "print last receipt" function.
1445	The wireless POS device profile load shall provide for visual verification of the transaction message before positive action is taken by the Cardholder to release the message for authorization and Settlement.
1446	The wireless device shall provide an audible tone when transactions are declined and display verification of the error message rejecting the transaction, including but not limited to: <ul style="list-style-type: none"><li>a. Non-approved items (WIC purchases only).</li><li>b. Insufficient Benefits.</li><li>c. Incorrect PIN.</li><li>d. Invalid Card.</li></ul>
1447	The wireless POS device shall send a reversal transaction when the System fails to respond to a transaction request within a set period of time.
1448	Each wireless POS device deployed to a Retailer shall have a unique terminal identification number that can be used to link transactions to a specific POS device at a specific Retailer.
1449	The Contractor shall provide secure and environmentally appropriate storage of all spare wireless POS devices in accordance with manufacturer Specifications.
1450	The Contractor shall repair or replace an inoperable wireless POS device within forty-eight (48) hours of initial notification of the wireless POS device failure.
1451	The Contractor shall maintain all wireless POS devices.
1452	The Contractor shall maintain a record, for State review, of wireless POS device failure, Service, and replacement history throughout the term of the Contract.
1453	The Contractor shall provide wireless data service for wireless POS devices.
1454	The Contractor shall provide connectivity to Retailers with wireless POS devices to download the APL to the wireless POS device.



## PRE-SOLICITATION #16153

#	Requirement
1455	Upon request from the State, the Contractor shall provide records that show the dates, times, and approximate locations of wireless POS device transactions.
1456	Upon request from the State, the Contractor shall deactivate a Retailer's wireless POS device within two (2) Business Days.
1457	The Contractor shall deactivate wireless POS devices for disqualified or withdrawn food Retailers that are also not an authorized WIC Retailer within two (2) Business Days of receipt of the deauthorization information from the FNS REDE File and eWIC MIS.
1458	The Contractor shall make a good-faith effort to recover deactivated wireless POS devices from Retailers within seven (7) Business Days of wireless POS device deactivation.
1459	The wireless POS device failure rate shall be no more than four percent (4%) of wireless POS devices in use per month.

### A.44.2 Food and Cash Wireless POS Device Requirements

#	Requirement
1460	The wireless POS device profile load shall be compliant with ISO 8583, ANSI X9.58, and the Quest <sup>®</sup> Operating Rules.
1461	The wireless POS device profile load shall support the full Food and Cash EBT POS transaction set specified in the Quest <sup>®</sup> Operating Rules, including cash transactions, with the exception of the store-and-forward transaction.

### A.44.3 eWIC Wireless POS Device Requirements

#	Requirement
1462	The Contractor shall provide an external bar code scanner with each wireless POS device deployed to a WIC-authorized Retailer that will use multiple UPCs.
1463	The wireless POS device shall download APL Data using an Internet connection.
1464	The wireless POS device profile load shall enable compliance with ANSI X9.93, FNS WIC EBT Technical Implementation Guide, and USDA-FNS Operating Rules for WIC EBT.
1465	The wireless POS device profile load shall provide receipts that are in compliance with the requirements contained in the USDA-FNS Operating Rules for WIC EBT.

## PRE-SOLICITATION #16153

#	Requirement
1466	The wireless POS device profile load shall support the full WIC EBT POS transaction set specified in the USDA-FNS Operating Rules for WIC EBT with the exception of the store-and-forward transaction.

### A.45 Balance Inquiry-Only POS Devices

#### A.45.1 BIO POS Device Requirements

#	Requirement
1467	The Contractor shall develop and maintain a BIO POS device Software load that will enable every BIO POS device to Interface with the System.
1468	The System shall support the use of BIO POS devices in County offices.
1469	The BIO POS device Software load shall support food and cash balance inquiry transactions only.
1470	The BIO POS device hardware shall be upgradable to accept Europay, MasterCard and Visa (EMV) cardstock.
1471	The Contractor shall provide and assume responsibility for telecommunication connectivity between its System and all BIO POS devices located in County offices.
1472	The Contractor shall provide secure and environmentally appropriate storage of all spare BIO POS devices in accordance with manufacturer Specifications.
1473	The Contractor shall maintain all BIO POS devices.
1474	Each BIO POS device Installed at State and County locations shall have a unique terminal identification number that can be used to link transactions to a specific location.
1475	The Contractor shall maintain a record, for State review, of BIO POS device failure, Service, and replacement history throughout the term of the Contract.
1476	The Contractor shall repair and replace an inoperable BIO POS device in a County office within two (2) Business Days of initial notification of a BIO POS device failure.
1477	The BIO POS device failure rate shall be no more than four percent (4%) of BIO POS devices in use per month.
1478	The Contractor shall provide newly-manufactured BIO POS devices to replace the existing BIO POS devices, on a one (1)-for-one (1) basis prior to Cutover.
1479	Upon request from the State, the Contractor shall provide BIO POS devices for new County offices.

## PRE-SOLICITATION #16153

#	Requirement
1480	Upon request from the State, the Contractor shall provide one (1) BIO POS device for County Local Offices that do not have an existing BIO POS device.
1481	All BIO POS devices initially Installed in State and County locations shall be of the same make and model.
1482	The Contractor shall test and certify ready for use each BIO POS for each County prior to Cutover.

### A.46 Paycards

#### A.46.1 Paycard Requirements

#	Requirement
1483	Upon Notice from the State, the Contractor shall make Cash Benefits available to Cardholders using Paycards.
1484	The Paycards shall be issued by a federally-chartered financial institution.
1485	The requirements in the following sections shall apply to the Paycard Subsystem unless they conflict with the rules of the Paycard Service Mark: A.4 Cash Access A.5 Surcharge-Free Cash Access A.7 Business Continuity A.9 Deficiency Management A.10 Configuration Management A.11 Capacity Management A.13 End-of-Contract Changeover A.16 Third-Party Processors A.17 EBT Switch A.22 Settlement and Reconciliation
1486	Paycard transactions shall follow the operating rules of the Paycard Service Mark.
1487	The Contractor shall maintain a daily Paycard accuracy standard of no more than two (2) errors per ten thousand (10,000) transactions processed.
1488	The Contractor shall provide protection to Paycard Cardholders in accordance with Regulation E of the Electronic Fund Transfer Act of 1978.

## PRE-SOLICITATION #16153

#	Requirement
1489	The Contractor shall provide a Paycard ARU that provides Paycard Cardholders with the same, or greater, functionality as the Cardholder ARU provides to the Paycard Cardholder (See Section A.19, Cardholder and Retailer ARUs).
1490	The Contractor shall provide primary and backup Paycard Call Centers that provide Paycard cardholders with the same, or greater, Services as the Cardholder Call Center provides to Paycard Cardholders (See Section A.20, Cardholder and Retailer Call Centers).
1491	The primary and backup Paycard Call Centers shall be at located at least two hundred (200) miles apart in California.
1492	The CSRs at the Paycard Call Centers shall be residents of California.
1493	The System shall require Cardholders to activate Paycards prior to use.
1494	The Contractor Cardholder Call Center CSRs shall activate Paycards in the event that activation through the ARU is not successful.
1495	The Contractor shall produce Paycards using artwork provided by the State.
1496	The Contractor shall make new and replacement Paycards available to the Cardholder using overnight mail delivery.
1497	The Contractor shall settle Paycard Cash Benefits with each County when Benefits are made available to the Cardholder.
1498	The Contractor shall work with the State to establish a process for returning funds to the Counties in the event that a Paycard Account is not activated within a period of time to be determined by the State.
1499	The System shall allow Paycard Accounts to be managed using the existing Eligibility System batch and host-to-host Interface defined in the Food and Cash EBT Interface Specification, subject to the rules of the Paycard Service Mark.
1500	The System shall provide Paycard end-of-day Files to SARS that are equivalent to end-of-day Files for EBT defined in the Food and Cash EBT Interface Specification, subject to the rules of the Paycard Service Mark.
1501	The Contractor shall provide Reports, subject to the rules of the Paycard Service Mark, which are equivalent to cash Account Reports specified in the accepted <i>Reports Catalog</i> .
1502	The Contractor shall perform testing of the Paycard Subsystem and support State User Acceptance Testing of the Paycard Subsystem in accordance with the Testing requirements for the Food and Cash EBT Subsystem specified in Section A.30, Testing.

## PRE-SOLICITATION #16153

#	Requirement
1503	The Contractor shall provide and maintain a browser-based Paycard administrative application that meets the Food and Cash EBT administrative application requirements specified in Sections A.32, Administrative Applications, and A.33, Administrative Application Security, subject to the rules of the Paycard Service Mark.
1504	The Contractor shall make Paycard Reports available to End Users using the Reports application in accordance with Section A.35, Reports Application.
1505	The Contractor shall make Data from the Paycard Host System, subject to the rules of the Paycard Service Mark, available to End Users using the Data Warehouse in accordance with Section A.36, Data Warehouse Application.
1506	The Contractor shall add "Paycard" to the list of available programs in the ticket management application in accordance with Section A.37, Ticket Management Application.
1507	The Contractor shall make all Paycard Data required for cash EBT available to Cardholders on the Cardholder Website in accordance with Section A.38, Cardholder Website.
1508	The Contractor shall make Paycard Data and food EBT Data available to Cardholders using a single Cardholder Website username and password.
1509	The Contractor shall make all Paycard Data required for cash EBT available to Cardholders on the Mobile Device Application in accordance with Section A.39, Mobile Device Application.

### A.47 EMV Cards

#### A.47.1 EMV Card Requirements

#	Requirement
1510	Upon request from the State, the Contractor shall implement EMV cardstock using chip and PIN technology for Food and Cash EBT and/or eWIC EBT.

# PRE-SOLICITATION #16153

## A.48 Staffing Qualifications

### A.48.1 General Staffing Requirements

#	Requirement
1511	<p>The Contractor shall have the following positions identified as Key Staff throughout the term of the Contract:</p> <ul style="list-style-type: none"><li>a. Project Manager</li><li>b. Contract Manager</li><li>c. Technical Manager</li><li>d. Telecommunications Manager</li><li>e. Testing Manager</li><li>f. Retail Manager</li><li>g. Cash Access Manager</li><li>h. Customer Liaison</li><li>i. Document Manager</li><li>j. Data Warehouse Support Analyst</li></ul>
1512	<p>The Contractor shall have the following Key Staff dedicated one hundred percent (100%) to California EBT Services throughout the term of the Contract:</p> <ul style="list-style-type: none"><li>a. Project Manager</li><li>b. Contract Manager</li><li>c. Technical Manager</li><li>d. Document Manager</li><li>e. Customer Liaison</li></ul>
1513	<p>The Contractor shall have the following Key Staff dedicated, at a minimum, to fifty percent (50%) for California EBT Services throughout the term of the Contract:</p> <ul style="list-style-type: none"><li>a. Testing Manager</li><li>b. Retail Manager</li><li>c. Cash Access Manager</li></ul>
1514	<p>The Contractor shall have the following Key Staff dedicated, at a minimum, to twenty-five percent (25%) for California EBT Services throughout the term of the Contract:</p> <ul style="list-style-type: none"><li>a. Telecommunications Manager</li><li>b. Data Warehouse Support Analyst</li></ul>

## PRE-SOLICITATION #16153

#	Requirement
1515	The Contractor shall have the following positions identified as Key Staff during Food and Cash Transition Services: <ul style="list-style-type: none"><li>a. Transition Project Manager</li><li>b. Transition Technical Manager</li><li>c. Transition County Leads</li><li>d. Transition Workplan Scheduler</li></ul>
1516	The Contractor shall have the following Key Staff dedicated one hundred percent (100%) to Food and Cash Transition Services: <ul style="list-style-type: none"><li>a. Transition Project Manager</li><li>b. Transition Technical Manager</li><li>c. Cash Access Manager</li><li>d. Five (5) Transition County Leads</li></ul>
1517	The Contractor shall have the following Key Staff dedicated, at a minimum, to fifty percent (50%) for Food and Cash Transition Services: <ul style="list-style-type: none"><li>a. Transition Workplan Scheduler</li><li>b. Telecommunications Manager</li><li>c. Data Warehouse Support Analyst</li></ul>
1518	The Contractor shall have the following positions identified as Key Staff during eWIC EBT Implementation Services: <ul style="list-style-type: none"><li>a. eWIC Project Manager</li><li>b. eWIC Technical Manager</li><li>c. eWIC Implementation Lead</li><li>d. eWIC Implementation Workplan Scheduler</li></ul>
1519	The Contractor shall have the following Key Staff dedicated one hundred percent (100%) to eWIC EBT Implementation Services: <ul style="list-style-type: none"><li>a. eWIC Project Manager</li><li>b. eWIC Technical Manager</li><li>c. eWIC Implementation Manager</li></ul>
1520	The Contractor shall have the following Key Staff dedicated, at a minimum, to fifty percent (50%) for eWIC EBT Implementation Services: <ul style="list-style-type: none"><li>a. eWIC Implementation Workplan Scheduler</li></ul>



# PRE-SOLICITATION #16153

#	Requirement
1521	The Contractor shall have the following Key Staff located at an office in Sacramento, California or within thirty (30) miles of the State EBT Project Office: a. Project Manager b. Contract Manager c. Document Manager d. Customer Liaison
1522	The Contractor's Project Manager and Contract Manager shall each have the authority to bind the Contractor's company contractually.
1523	The Contractor's Key Staff shall be available to State EBT Project staff during regular business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m. Pacific Time.
1524	The Contractor's Key Staff shall be available to State EBT Project staff after regular business hours when needed, and as necessary, twenty-four (24) hours per day, seven (7) days per week.
1525	The Contractor's Key Staff shall complete and submit the State's Statement of Economic Interests (Form 700) annually to the EBT Contract Manager.
1526	The Contractor's Key Staff shall complete the State's online Ethics Training Course at <a href="http://oag.ca.gov/ethics">http://oag.ca.gov/ethics</a> and submit the certificate of completion to the OSI Contract Manager every two (2) years.

## A.48.2 Key Staff Minimum Qualifications Requirements

The State is requiring Contractor Key Staff throughout the term of the Contract. Additionally, the State is requiring separate Contractor Key Staff for Food and Cash Transition Services and eWIC EBT Implementation Services due to the fact that the efforts may occur simultaneously, have significant overlap, or may occur separately.

### A.48.2.1 Project Manager

The Project Manager is responsible for all Contractor-required activities and California EBT Services, including Food and Cash Transition Services, eWIC EBT Implementation Services, and Ongoing Operations. The Project Manager is responsible for overall performance and Contract compliance during the term of the Contract. The Project Manager is the primary point of contact with the State and is responsible for Contractor-related project tasks and Deliverables, Schedules, issue and risk management, quality controls, and accurate invoicing. The Project Manager is responsible for all Subcontractor work and products. The Project Manager also oversees all Contractor-related project resources and ensures appropriate resources are available throughout the term of the Contract. The Project Manager works closely

## PRE-SOLICITATION #16153

with the State Project Director and State staff, and also reports status and progress on Project activities through written Reports, oral briefings, and participation in meetings.

#	Requirement
1527	The Project Manager shall have a minimum of five (5) years of experience within the last twelve (12) years managing public or private sector information system implementations or maintenance and operations projects. At least two (2) years of those five (5) years of experience managing project(s) must be projects valued at thirty million dollars (\$30 million) or higher.
1528	The Project Manager shall have a minimum of two (2) years of experience within the last seven (7) years in a Project Manager capacity for an EBT Services implementation, EBT maintenance and operations, or EBT transition for a state, United States territory, or district.

### A.48.2.2 Contract Manager

The Contract Manager is responsible for monitoring and administering the California EBT Contract with the State. The Contract Manager works directly with the State's Contract Manager to address contractual and fiscal issues. The Contract Manager acts as the Contractor EBT Project Manager in that person's absence.

#	Requirement
1529	The Contract Manager shall have a minimum of two (2) years of experience within the last seven (7) years managing information technology contracts where each was valued at ten million dollars (\$10 million) or higher, in the public or private sector.
1530	The Contract Manager shall have a minimum of two (2) years of experience within the last seven (7) years in a Project Manager capacity or Contract Manager capacity for an EBT Services implementation, EBT maintenance and operations, or EBT transition for a state, United States territory, or district.

### A.48.2.3 Contractor EBT Technical Manager

The Technical Manager is responsible for overseeing all technical activities as they relate to Food and Cash Transition Services and eWIC EBT Implementation Services, as well as Ongoing Operations. The Transition Technical Manager and the eWIC Implementation Technical Manager report to the Technical Manager. After completion of Transition Services and Implementation Services, the Technical Manager supports Ongoing Operations, including System design, Interface support, testing, and resolving operational issues. The Technical Manager participates in the System requirements definition and design, Interface design and Development, and testing. The Technical Manager is responsible for the maintenance of all technical Deliverables and the Development of Work Authorizations.

## PRE-SOLICITATION #16153

#	Requirement
1531	The Technical Manager shall have a minimum of five (5) years of experience within the last twelve (12) years in the design, development, implementation, enhancement, and maintenance of public or private sector information systems where each was valued at ten million dollars (\$10 million) or higher.
1532	The Technical Manager shall have served as the Technical Manager for a minimum of two (2) years within the last seven (7) years on an EBT Services implementation, EBT maintenance and operations, or EBT transition for a state, United States territory, or district.

### A.48.2.4 Telecommunications Manager

During Food and Cash Transition Services, the Telecommunications Manager oversees the design, Implementation, and testing of telecommunications required to support connectivity between the EBT System and County Eligibility Systems, County local offices, State offices, and other State systems. During eWIC EBT Implementation Services, the Telecommunications Manager oversees the design, Implementation, and testing of telecommunications required to support connectivity between the EBT System and the eWIC MIS and Local Agencies. The Telecommunications Manager oversees the telecommunication infrastructure and facilitates the Resolution of telecommunications problems including EBT System Interfaces with State systems, County Eligibility Systems, eWIC MIS, web applications, POS devices, Cardholder and Retailer ARUs, and Cardholder and Retailer Call Centers. The Telecommunications Manager plans and manages all network installation activities, oversees all necessary network testing, monitors network performance, and ensures network capacity is sufficient and appropriate to support the California EBT Services requirements.

#	Requirement
1533	The Telecommunications Manager shall have a minimum of five (5) years of experience within the last twelve (12) years in the development and implementation of telecommunication networks.

### A.48.2.5 Testing Manager

The Testing Manager is responsible for planning, executing, and reporting on all testing activities during both Food and Cash Transition Services and eWIC EBT Implementation Services. The Testing Manager manages testing activities for System changes or Enhancements. The Testing Manager works with State, County, and Eligibility System consortia testing staffs to establish and test connectivity between the County Eligibility Systems, State systems, and the EBT Host. The Testing Manager is responsible for developing test plans and test scripts, certifying Interfaces, and documenting testing results.

## PRE-SOLICITATION #16153

#	Requirement
1534	The Testing Manager shall have a minimum of three (3) years of experience within the last seven (7) years in leading system testing following industry standard testing methodologies and quality assurance best practices for public or private sector information systems where each was valued at ten million dollars (\$10 million) or higher.
1535	The Testing Manager shall have a minimum of two (2) years of experience within the last seven (7) years in a lead capacity responsible for planning, executing, and reporting on the testing of EBT systems.

### A.48.2.6 Retail Manager

The Retail Manager is responsible for overseeing all activities related to Retailer Conversion during both Food and Cash Transition Services and eWIC EBT Implementation Services. The Retail Manager supports ongoing Retailer operations. For Retailer Conversion during Transition Services, this includes preparing a *Retailer Conversion Plan*, developing a *Retailer Agreement Package*, creating EBT communications and Notices for Retailers, and distributing and completing Retailer Agreements. The Retail Manager oversees the Development and distribution of Retailer training materials, installation of Retailer Equipment, and loading of Retailer Software.

For eWIC EBT Implementation Services, the Retail Manager is responsible for creating the strategy for WIC-authorized Retailer engagement and WIC EBT certification and preparing *eWIC EBT Regional Retailer Enablement Plans*. The Retail Manager works with WIC Program staff to prepare the Retailer Agreement, assess the need for EBT-only and wireless Equipment, develops Retailer training materials, and participates in WIC-authorized Retailer certification. The Retail Manager provides status on Retailer engagement and WIC EBT certification throughout the Implementation.

On an ongoing basis, the Retail Manager leads efforts to enroll Retailers, monitors Retailers, and coordinates with Customer Service Contractor Staff to review Retailer issues and identify issue Resolution strategies.

#	Requirement
1536	The Retail Manager shall have a minimum of two (2) years of experience within the last seven (7) years in managing retailer activities for an EBT Services implementation, EBT maintenance and operations, or EBT transition for a state, United States territory, or district.

**A.48.2.7 Cash Access Manager**

The Cash Access Manager is responsible for ensuring continued access to cash Benefits. The Cash Access Manager works with financial institutions and Third-Party Processors to promote cash access and surcharge-free cash access throughout California, and examines County-specific cash access needs and recommends strategies to promote cash access. The Cash Access Manager leads the effort to develop the *Change in Cash Access Plan* for each County during Transition Services. On an ongoing basis, the Cash Access Manager develops annual *Cash Access Plans* and monthly cash access Reports and identifies and tracks cash access issues.

#	Requirement
1537	The Cash Access Manager shall have a minimum of two (2) years of experience within the last seven (7) years in managing cash access activities for an EBT Services implementation, EBT maintenance and operations, or EBT transition for a state, United States territory, or district.

**A.48.2.8 Customer Liaison**

The Customer Liaison manages the day-to-day relationship and activities with the Counties and WIC Local Agencies as they relate to California EBT Services and Equipment. The Customer Liaison addresses questions, monitors issues, resolves Equipment problems, and supports EBT activities in Counties and WIC Local Agencies.

#	Requirement
1538	The Customer Liaison shall have a minimum of two (2) years of experience within the last seven (7) years with an EBT Services implementation, EBT maintenance and operations, or EBT transition for a state, United States territory, or district.
1539	The Customer Liaison shall have a minimum of two (2) years within the last seven (7) years of End User help-desk experience addressing End User questions and monitoring issues with a help desk of over two hundred (200) End Users.

**A.48.2.9 Document Manager**

The Document Manager is responsible for ensuring Deliverables meet the content as defined in Data Item Descriptions (DIDs) and the Deliverables are developed in accordance with the Deliverable Expectation Documents (DEDs). The Document Manager edits and formats Deliverables to align with the Office of Systems Integration’s Writing Style Guidelines. The Document Manager ensures a high level of quality in Deliverable Development and is the State’s primary point of contact as it relates to all Contractor Deliverables.

## PRE-SOLICITATION #16153

#	Requirement
1540	The Document Manager shall have a minimum of two (2) years of experience within the last seven (7) years authoring, editing, and formatting quality-focused technical and project management documentation, deliverables, and other project artifacts (i.e. organization charts, flow charts, graphic charts, presentation material, etc.) for information technology projects each valued over one million dollars (\$1 million) or higher.
1541	The Document Manager shall have a minimum of three (3) years of experience within the last seven (7) years using Microsoft Office 2007 or later version.

### A.48.2.10 Data Warehouse Support Analyst

The Data Warehouse Support Analyst oversees the Data Warehouse design and Implementation during Food and Cash Transition Services and the addition of eWIC EBT Data during eWIC EBT Implementation Services. The Data Warehouse Support Analyst is responsible for providing training on knowledge discovery and data mining methods for extracting useful knowledge from Data Warehouse queries. The Data Warehouse Support Analyst provides End User support and develops and executes complex queries for the State.

#	Requirement
1542	The Data Warehouse Support Analyst shall have a minimum of two (2) years of experience within the last seven (7) years performing data analytics and fraud identification using a Data Warehouse.
1543	The Data Warehouse Support Analyst shall have a minimum of two (2) years of experience within the last seven (7) years in implementing and/or supporting a Data Warehouse that includes geographic information systems data and displays.

### A.48.2.11 Transition Project Manager

The Transition Project Manager reports to the Contractor Project Manager and leads Transition Services. The Transition Project Manager oversees the *Food and Cash Transition Services Workplan* and all the Contractor's and Subcontractor resources involved in Transition Services.



## PRE-SOLICITATION #16153

#	Requirement
1544	The Transition Project Manager shall have a minimum of three (3) years of experience within the last seven (7) years managing public or private sector information system implementations or maintenance and operations projects. Projects must have had a minimum of three (3) external stakeholders from different organizations. At least two (2) years of those three (3) years of experience managing project(s) must be projects valued at thirty million dollars (\$30 million) or higher.
1545	The Transition Project Manager shall have a minimum of two (2) years of experience within the last seven (7) years in a Project Manager capacity for an EBT Services implementation or EBT transition for a state, United States territory, or district.

### A.48.2.12 Transition Technical Manager

The Transition Technical Manager is responsible for facilitating the system design process and ensuring appropriate technical resources are available to the State Project team to expedite the discussion and Resolution of system design, Interface Development, testing, and ongoing operational issues during Transition Services. The Transition Technical Manager participates in the system requirements definition and design, Interface design and Development, and leads system Development and testing. The Transition Technical Manager is responsible for the Development and finalization of all initial system design Reports and Deliverables, as well as Work Authorizations.

#	Requirement
1546	The Transition Technical Manager shall have a minimum of three (3) years of experience within the last seven (7) years in designing, developing, implementing, enhancing, and maintaining public or private sector information systems where each was valued at ten million dollars (\$10 million) or higher.
1547	The Transition Technical Manager shall have experience as a Technical Manager or Technical Lead for a minimum of two (2) years within the last seven (7) years on food and/or cash EBT Services transitions and database conversion for a state, United States territory, or district.

### A.48.2.13 Transition County Leads #1 through #5

The Transition County Leads are responsible for coordinating Implementation activities at the County-level including installation of County-based Food and Cash EBT Equipment and Software; monitoring County-level technical issues such as local Interfaces; coordinating County-level Settlement activities such as bank setup and draw-down testing; assisting Counties in resolving business process issues related to Food and Cash EBT; reporting County progress; and providing status on daily activities.



## PRE-SOLICITATION #16153

The Transition County Leads develop any training curricula and training materials; locate and secure training facilities; schedule and conduct training; and coordinate with State-level training initiatives.

The State requires at least five Transition County Leads—a dedicated lead for Los Angeles County and at least one lead for each major geographic region in the State (e.g., northern, bay area, central, and southern)—to best serve the Counties and result in successful Transition Services.

#	Requirement
1548	Each Transition County Lead shall have a minimum of two (2) years of experience within the last seven (7) years with statewide implementation(s) of information technology system(s) which had a minimum of two hundred (200) system End Users and at least ten (10) different geographic locations.
1549	Each Transition County Lead shall have a minimum of one (1) year of experience within the last seven (7) years planning and conducting End User training on information technology systems.

### A.48.2.14 Transition Workplan Scheduler

The Transition Workplan Scheduler will be responsible for maintaining the Contractor's components of the Project's integrated *Food and Cash Transition Services Workplan*. The Transition Workplan Scheduler will utilize the EBT Schedule Management Plan (see Appendix D, Schedule Management Plan) and its Project Workplan templates for developing the *Food and Cash Transition Services Workplan*. The Transition Workplan Scheduler is also responsible for gathering task updates from the Contractor and Subcontractors, as well as State and County staffs. The Transition Workplan Scheduler will also work directly with the State's Workplan Scheduler(s).

#	Requirement
1550	The Transition Workplan Scheduler shall have a minimum of two (2) years of experience within the last seven (7) years developing, managing, and updating workplans with a minimum of ten (10) project resources on (10) on information technology projects where each was valued at over one million dollars (\$1 million), using Microsoft Project 2007 or a later version.

### A.48.2.15 eWIC Project Manager

The eWIC Project Manager reports to the EBT Project Manager and leads the Implementation of eWIC EBT throughout the State. The eWIC Project Manager oversees the *eWIC EBT Implementation Services Workplan* and all the Contractor's and Subcontractor's resources involved in eWIC EBT Implementation Services. The eWIC Project Manager will stay on throughout statewide Implementation of eWIC EBT.

## PRE-SOLICITATION #16153

#	Requirement
1551	The eWIC Project Manager shall have a minimum of three (3) years of experience within the last seven (7) years managing public or private sector information system implementations or M&O projects with at least three (3) external stakeholders from different organizations. At least two (2) years of those three (3) years of experience managing project(s) must be projects valued at thirty million dollars (\$30 million) or higher.
1552	The eWIC Project Manager shall have a minimum of two (2) years of experience within the last seven (7) years in a Project Manager capacity for EBT Services and/or WIC implementations or WIC transitions for a state, United States territory, district, or Indian Tribal Organization.

### A.48.2.16 eWIC Technical Manager

The eWIC Technical Manager will be responsible for facilitating the system design process for the Interface with the eWIC MIS and all administrative application design, Development, and testing. The eWIC Technical Manager will participate in the system requirements definition and design; Interface design and Development; and lead system Development and testing. The eWIC Technical Manager will be responsible for the Development and finalization of all eWIC-related system design documents and Deliverables.

#	Requirement
1553	The eWIC Technical Manager shall have a minimum of three (3) years of experience within the last seven (7) years in designing, developing, implementing, enhancing, and maintaining public or private sector information systems where each was valued at ten million dollars (\$10 million) or higher.
1554	The eWIC Technical Manager shall have served as the Technical Manager or Technical Lead for a minimum of two (2) years within the last seven (7) years on a WIC and/or EBT Services implementation for a state, United States territory, district, or Indian Tribal Organization.

### A.48.2.17 eWIC Implementation Lead

The eWIC Implementation Lead reports to the eWIC Project Manager and is responsible for coordinating Implementation activities at the WIC Local Agencies and State office including installation of EBT Equipment and Software; monitoring WIC Local Agency-level technical issues such as local Interfaces; coordinating training; developing and implementing M&O processes and procedures as they relate to EBT system access; cardstock ordering; problem Resolution; and conducting End User training where needed. The eWIC Implementation Lead is responsible for reporting WIC Local Agency progress and providing status on WIC Local Agency activities.

## PRE-SOLICITATION #16153

#	Requirement
1555	The eWIC Implementation Lead shall have a minimum of two (2) years of experience within the last seven (7) years with statewide implementation(s) of information technology system(s) which had a minimum of two hundred (200) system End Users and at least ten (10) different geographic locations.

### A.48.2.18 eWIC Implementation Workplan Scheduler

The eWIC Implementation Workplan Scheduler is responsible for maintaining the Contractor's components of the Project's integrated eWIC EBT Implementation workplan. The eWIC Implementation Workplan Scheduler utilizes the EBT Schedule Management Plan (see Appendix D, Schedule Management Plan) and its Project Workplan templates for developing the eWIC EBT Implementation Services Workplan, and is also responsible for gathering task updates from the Contractor and Subcontractors as well as State and Local Agency staffs. The eWIC Implementation Workplan Scheduler works directly with the State's Workplan Scheduler(s).

#	Requirement
1556	The eWIC Implementation Workplan Scheduler shall have a minimum of two (2) years of experience within the last seven (7) years developing and managing workplans on information technology projects each valued at one million dollars (\$1 million) or higher using Microsoft Project 2007 or later version.

# PRE-SOLICITATION #16153

Office of Systems Integration (OSI)

California Electronic Benefit Transfer (EBT)

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# PRE-SOLICITATION #16153

## Exhibit B: Financial Matters

Note: All items in the shaded columns (with the following: <\$> or <location>) will be populated upon Contract award with the costs from the successful Bidder's EBT Cost Worksheets submitted in the Bidder's response to the Request for Proposal, OSI EBT RFP #XXXXX. The Bidder must **not** complete any of the shaded boxes as they will be completed by the State upon Contract award.

### Food and Cash EBT Transition Services Cost

Transition Services Cost	
<b>Total Transition Services Cost</b>	<\$>
Transition Services Milestones*	Cost for Each Milestone Payment
<p><b>Food and Cash Transition Services Workplan Milestone Payment</b> – Two percent (2%) of the Transition Services cost will be payable upon State Acceptance of the following Deliverable:</p> <p style="padding-left: 40px;">64.A, <i>Food and Cash Transition Services Workplan</i></p>	<\$>
<p><b>Project Startup Milestone Payment</b> – Five percent (5%) of the Transition Services cost will be payable upon State Acceptance of all of the following Deliverables:</p> <p style="padding-left: 40px;">39.A, <i>Project Management Plan (Transition Services)</i></p> <p style="padding-left: 40px;">40.A, <i>Quality Assurance Plan (Transition Services)</i></p> <p style="padding-left: 40px;">47.A, <i>Risk Management Plan (Transition Services)</i></p> <p style="padding-left: 40px;">49.A, <i>Staff Management Plan (Transition Services)</i></p> <p style="padding-left: 40px;">51.A, <i>Statewide Transition Services Plan</i></p>	<\$>
<p><b>General Design Milestone Payment</b> – Six percent (6%) of the Transition Services cost will be payable upon State Acceptance of all of the following Deliverables:</p> <p style="padding-left: 40px;">15.A, <i>Detailed System Design (Food and Cash)</i></p> <p style="padding-left: 40px;">35.B, <i>Food and Cash Transition Services Master Test Plan</i></p> <p style="padding-left: 40px;">43.A, <i>Requirements Specification (Food and Cash)</i></p>	<\$>

## PRE-SOLICITATION #16153

Transition Services Milestones*	Cost for Each Milestone Payment
<p><b>Conversion Planning Milestone Payment</b> – Six percent (6%) of the Transition Services cost will be payable upon State Acceptance of all of the following Deliverables:</p> <ul style="list-style-type: none"> <li>13.A, <i>Database Conversion Plan (Draft)</i></li> <li>61.A, <i>EBT Training Plan (Transition Services)</i></li> <li>38.A, <i>Food and Cash Operational Readiness Review Checklist</i></li> <li>37.C, <i>Food and Cash Processor Interface Specification</i></li> <li>45.A, <i>Food and Cash Retailer Conversion Plan</i></li> <li>37.A, <i>Network Certification Plan</i></li> <li>44.C, <i>Retailer Agreement Packages (Food and Cash)</i></li> <li>44.A, <i>Third-Party Processor Agreement Package (Food and Cash)</i></li> </ul>	<p>&lt;\$&gt;</p>
<p><b>Detailed Design Milestone Payment</b> – Six percent (6%) of the Transition Services cost will be payable upon State Acceptance of all of the following Deliverables:</p> <ul style="list-style-type: none"> <li>2.A, <i>ARU Recorded Prompts (Food and Cash)</i></li> <li>2.C, <i>Balance and Date Tool</i></li> <li>1.B, <i>Cardholder ARU Scripts (Food and Cash)</i></li> <li>66.F, <i>Cardholder Website Design Document (Food and Cash)</i></li> <li>66.B, <i>Food and Cash Administrative Application Design Document</i></li> <li>30.A, <i>Food and Cash Interface Document</i></li> <li>66.J, <i>Mobile Device Application Design Document (Food and Cash)</i></li> <li>1.F, <i>Outbound Credit Adjustment Call Script</i></li> <li>1.G, <i>Outbound Surcharge Call Script</i></li> <li>66.D, <i>Reports Application Design Document</i></li> <li>42.A, <i>Reports Catalog (Food and Cash)</i></li> <li>1.D, <i>Retailer ARU Scripts (Food and Cash)</i></li> <li>66.H, <i>Retailer Website Design Document (Food and Cash)</i></li> <li>66.E, <i>Ticket Management Application Design Document</i></li> </ul>	<p>&lt;\$&gt;</p>

## PRE-SOLICITATION #16153

Office of Systems Integration (OSI)

California Electronic Benefit Transfer (EBT)

Transition Services Milestones*	Cost for Each Milestone Payment
<p><b>Testing Milestone Payment</b> – Six percent (6%) of the Transition Services cost will be payable upon State Acceptance of all of the following Deliverables:</p> <ul style="list-style-type: none"> <li><i>57.F, ARU Test Scripts (Food and Cash)</i></li> <li><i>20.A, Eligibility System Certification Test Plan</i></li> <li><i>63.F, Eligibility System Certification Test Results</i></li> <li><i>27.B, Food and Cash EBT Federal Acceptance Test Plan/Scripts</i></li> <li><i>34.B, Food and Cash EBT Interface Test Plan</i></li> <li><i>63.B, Food and Cash EBT Interface Test Results</i></li> <li><i>57.B, Food and Cash EBT Interface Test Scripts</i></li> <li><i>55.B, Food and Cash EBT System Test Plan</i></li> <li><i>63.C, Food and Cash EBT System Test Results</i></li> <li><i>57.D, Food and Cash EBT System Test Scripts</i></li> <li><i>65.B, Food and Cash EBT User Acceptance Test Plan</i></li> </ul>	<p>&lt;\$&gt;</p>
<p><b>Operations Setup Milestone Payment</b> – Six percent (6%) of the Transition Services cost will be payable upon State Acceptance of all of the following Deliverables:</p> <ul style="list-style-type: none"> <li><i>3.A, Card Design Document (Food and Cash)</i></li> <li><i>8.A, County Change in Cash Access Plans</i></li> <li><i>13.B, Database Conversion Plan (Final)</i></li> <li><i>17.A, Disaster Services Inventory Report</i></li> <li><i>29.B, Food and Cash Cardholder Training Posters Design Document (All Required Languages)</i></li> <li><i>29.A, Food and Cash Cardholder Training Posters Design Document (English)</i></li> <li><i>62.B, Food and Cash EBT Training Video Scripts</i></li> <li><i>62.D, Food and Cash EBT Training Videos</i></li> </ul>	<p>&lt;\$&gt;</p>
<p><b>Acceptance of Transition Services User Acceptance Test Milestone Payment</b> – Five percent (5%) of the Transition Services cost will be payable upon State Acceptance of the Transition Services User Acceptance Testing.</p>	<p>&lt;\$&gt;</p>



## PRE-SOLICITATION #16153

Office of Systems Integration (OSI)

California Electronic Benefit Transfer (EBT)

Transition Services Milestones*	Cost for Each Milestone Payment
<p><b>Operations Processes Milestone Payment</b> – Six percent (6%) of the Transition Services cost will be payable upon State Acceptance of all of the following Deliverables:</p> <ul style="list-style-type: none"> <li>4.A, <i>Configuration Management Plan (Food and Cash)</i></li> <li>5.A, <i>Continuity of Business Plan (Food and Cash)</i></li> <li>9.A, <i>County Operations Manual</i></li> <li>10.A, <i>Customer Service Manual (Food and Cash)</i></li> <li>12.A, <i>Data Warehouse User’s Guide (Food and Cash)</i></li> <li>14.A, <i>Deficiency Management Plan (Food and Cash)</i></li> <li>18.A, <i>Disaster Services Plan</i></li> <li>19.A, <i>Document Update Schedule</i></li> <li>22.A, <i>Error Corrections and Adjustments Manual (Food and Cash)</i></li> <li>28.A, <i>Food and Cash Administrative User’s Guide</i></li> <li>31.A, <i>Fraud 80 User’s Manual</i></li> <li>46.A, <i>Retailer Management Plan (Food and Cash)</i></li> <li>48.A, <i>Settlement and Reconciliation Guide (Food and Cash)</i></li> <li>52.A, <i>System Capacity Management Plan (Food and Cash)</i></li> <li>54.A, <i>System Security Plan (Food and Cash)</i></li> <li>58.A, <i>Ticket Management Application User’s Guide</i></li> </ul>	<p>&lt;\$&gt;</p>
<p><b>Go/No-Go Decision Point Milestone Payment</b> – Twelve percent (12%) of the Transition Services cost will be payable upon a “Go” decision from the State at the Go/No-Go Decision Point.</p>	<p>&lt;\$&gt;</p>
<p><b>Cutover to EBT Services Milestone Payment</b> – Forty percent (40%) of the Transition Services cost will be payable upon cutover and State Acceptance of EBT Services.</p>	<p>&lt;\$&gt;</p>

\* Per the Contract Section 4.2.9.2, a ten percent (10%) withhold will be applied to all milestone payments through the invoice process, with exception of the last milestone payment to be paid for Transition Services. The last Transition Services milestone payment will include all of the previously withheld ten percent (10%) amounts.

# PRE-SOLICITATION #16153

## eWIC EBT Implementation Services Cost

Implementation Services Cost Components	
<b>Total Implementation Services Cost</b>	<\$>
Implementation Services Milestones*	Cost for Each Milestone Payment
<p><b>eWIC EBT Implementation Services Workplan and Integrated WIC Retailer Specifications Document Milestone Payment</b> – Two percent (2%) of the Implementation Services cost will be payable upon State Acceptance of the following Deliverables:</p> <p style="padding-left: 40px;">64.B, <i>eWIC EBT Implementation Services Workplan</i></p> <p style="padding-left: 40px;">33.A, <i>Integrated WIC Retailer Specifications Document</i></p>	<\$>
<p><b>Project Startup Milestone Payment</b> – Four percent (4%) of the Implementation Services cost will be payable upon State Acceptance of all of the following Deliverables:</p> <p style="padding-left: 40px;">39.B, <i>Project Management Plan (add Implementation Services)</i></p> <p style="padding-left: 40px;">40.B, <i>Quality Assurance Plan (add Implementation Services)</i></p> <p style="padding-left: 40px;">47.B, <i>Risk Management Plan (add Implementation Services)</i></p> <p style="padding-left: 40px;">49.B, <i>Staff Management Plan (add Implementation Services)</i></p> <p style="padding-left: 40px;">50.A, <i>Statewide Implementation Services Plan</i></p>	<\$>
<p><b>General Design Milestone Payment</b> – Four percent (4%) of the Implementation Services cost will be payable upon State Acceptance of all of the following Deliverables:</p> <p style="padding-left: 40px;">15.B, <i>Detailed System Design (add eWIC)</i></p> <p style="padding-left: 40px;">35.C, <i>eWIC EBT Implementation Services Master Test Plan</i></p> <p style="padding-left: 40px;">43.B, <i>Requirements Specification (add eWIC)</i></p>	<\$>

## PRE-SOLICITATION #16153

Implementation Services Milestones*	Cost for Each Milestone Payment
<p><b>Pilot Planning Milestone Payment</b> – Four percent (4%) of the Implementation Services cost will be payable upon State Acceptance of all of the following Deliverables:</p> <ul style="list-style-type: none"> <li>61.B, <i>EBT Training Plan (add Implementation Services)</i></li> <li>38.B, <i>eWIC EBT Pilot Operational Readiness Review Checklist</i></li> <li>45.C, <i>eWIC EBT Regional Retailer Enablement Plans</i></li> <li>45.B, <i>eWIC EBT Retailer Conversion Plan</i></li> <li>37.D, <i>eWIC Processor Interface Specification</i></li> <li>37.B, <i>Network and WIC Retailer Certification Plan</i></li> <li>44.D, <i>Retailer Agreement Package (add eWIC)</i></li> <li>44.B, <i>Third-Party Processor Agreement Package (add eWIC )</i></li> </ul>	<p>&lt;\$&gt;</p>
<p><b>Detailed Design Milestone Payment</b> – Four percent (4%) of the Implementation Services cost will be payable upon State Acceptance of all of the following Deliverables:</p> <ul style="list-style-type: none"> <li>2.B, <i>ARU Recorded Prompts (add eWIC)</i></li> <li>1.C, <i>Cardholder ARU Scripts (add eWIC)</i></li> <li>66.G, <i>Cardholder Website Design Document (add eWIC)</i></li> <li>66.C, <i>eWIC EBT Administrative Application Design Document</i></li> <li>68.C, <i>WIC Card Acceptor Device Software</i></li> <li>68.A, <i>WIC Card Acceptor Device Specification</i></li> <li>68.B, <i>WIC Card Acceptor Device User's Manual</i></li> <li>66.K, <i>Mobile Device Application Design Document (add eWIC)</i></li> <li>42.B, <i>Reports Catalog (add eWIC)</i></li> <li>1.E, <i>Retailer ARU Scripts (add eWIC)</i></li> <li>66.I, <i>Retailer Website Design Document (add eWIC)</i></li> </ul>	<p>&lt;\$&gt;</p>

## PRE-SOLICITATION #16153

Office of Systems Integration (OSI)

California Electronic Benefit Transfer (EBT)

Implementation Services Milestones*	Cost for Each Milestone Payment
<p><b>Testing Milestone Payment</b> – Four percent (4%) of the Implementation Services cost will be payable upon State Acceptance of all of the following Deliverables:</p> <ul style="list-style-type: none"> <li><i>57.G, ARU Test Scripts (add eWIC)</i></li> <li><i>34.C, eWIC EBT Interface Test Plan</i></li> <li><i>63.D, eWIC EBT Interface Test Results</i></li> <li><i>57.C, eWIC EBT Interface Test Scripts</i></li> <li><i>55.C, eWIC EBT System Test Plan</i></li> <li><i>63.E, eWIC EBT System Test Results</i></li> <li><i>57.E, eWIC EBT System Test Scripts</i></li> <li><i>65.C, eWIC EBT User Acceptance Test Plan</i></li> <li><i>27.C, eWIC Federal Acceptance Test Plan/Scripts</i></li> <li><i>26.A, eWIC MIS Certification Test Plan</i></li> <li><i>63.G, eWIC MIS Certification Test Results</i></li> </ul>	<p>&lt;\$&gt;</p>
<p><b>Operations Setup Milestone Payment</b> – Four percent (4%) of the Implementation Services cost will be payable upon State Acceptance of all of the following Deliverables:</p> <ul style="list-style-type: none"> <li><i>3.B, Card Design Document (add eWIC)</i></li> <li><i>24.B, WIC Cardholder Training Materials Design Document (All Required Languages)</i></li> <li><i>24.A, WIC Cardholder Training Materials Design Document (English)</i></li> <li><i>62.C, WIC Cardholder Training Video Scripts</i></li> <li><i>62.E, WIC Cardholder Training Videos</i></li> </ul>	<p>&lt;\$&gt;</p>
<p><b>Acceptance of Implementation Services User Acceptance Test Milestone Payment</b>– Five percent (5%) of the Implementation Services cost will be payable upon State Acceptance of the Implementation Services User Acceptance Testing.</p>	<p>&lt;\$&gt;</p>

## PRE-SOLICITATION #16153

Implementation Services Milestones*	Cost for Each Milestone Payment
<p><b>Operations Processes Milestone Payment</b> – Four percent (4%) of the Implementation Services cost will be payable upon State Acceptance of all of the following Deliverables:</p> <ul style="list-style-type: none"> <li>4.B, <i>Configuration Management Plan (add eWIC)</i></li> <li>5.B, <i>Continuity of Business Plan (add eWIC)</i></li> <li>10.B, <i>Customer Service Manual (add eWIC)</i></li> <li>12.B, <i>Data Warehouse User’s Guide (add eWIC)</i></li> <li>14.B, <i>Deficiency Management Plan (add eWIC)</i></li> <li>22.B, <i>Error Corrections and Adjustments Manual (add eWIC)</i></li> <li>23.A, <i>eWIC EBT Administrative User’s Guide</i></li> <li>25.A, <i>eWIC EBT Operations Manual</i></li> <li>48.B, <i>Settlement and Reconciliation Guide (add eWIC)</i></li> <li>46.B, <i>Retailer Management Plan (add eWIC)</i></li> <li>52.B, <i>System Capacity Management Plan (add eWIC)</i></li> <li>54.B, <i>System Security Plan (add eWIC)</i></li> </ul>	<p>&lt;\$&gt;</p>
<p><b>Go/No-Go Decision Point Milestone Payment</b> – Ten percent (10%) of the Implementation Services cost will be payable upon a “Go” decision from the State at the Go/No-Go Decision Point.</p>	<p>&lt;\$&gt;</p>
<p><b>Acceptance of Pilot Milestone Payment</b> – Twenty-five percent (25%) of the Implementation Services cost will be payable upon State Acceptance the eWIC EBT Pilot.</p>	<p>&lt;\$&gt;</p>
<p><b>Implementation of 25% of fully implemented WIC Participant Cases</b> – Ten percent (10%) of the Implementation Services cost will be payable upon State Acceptance of twenty-five percent (25%) of fully implemented WIC Participant Cases and the following Deliverables for those regions implemented:</p> <ul style="list-style-type: none"> <li>45.C, <i>eWIC EBT Regional Retailer Enablement Plans</i></li> <li>38.C, <i>eWIC Regional Implementation Operational Readiness Review Checklists</i></li> </ul>	<p>&lt;\$&gt;</p>
<p><b>Implementation of 50% of fully implemented WIC Participant Cases</b> – Ten percent (10%) of the Implementation Services cost will be payable upon State Acceptance of fifty percent (50%) of fully implemented WIC Participant Cases and the following Deliverables for those regions implemented:</p> <ul style="list-style-type: none"> <li>45.C, <i>eWIC EBT Regional Retailer Enablement Plans</i></li> <li>38.C, <i>eWIC Regional Implementation Operational Readiness Review Checklists</i></li> </ul>	<p>&lt;\$&gt;</p>

## PRE-SOLICITATION #16153

Office of Systems Integration (OSI)

California Electronic Benefit Transfer (EBT)

Implementation Services Milestones*	Cost for Each Milestone Payment
<p><b>Implementation of 75% of fully implemented WIC Participant Cases</b> – Five percent (5%) of the Implementation Services cost will be payable upon State Acceptance of seventy-five percent (75%) of fully implemented WIC Participant Cases and the following Deliverables for those regions implemented:</p> <p style="padding-left: 40px;">45.C, <i>eWIC EBT Regional Retailer Enablement Plans</i></p> <p style="padding-left: 40px;">38.C, <i>eWIC Regional Implementation Operational Readiness Review Checklists</i></p>	<p>&lt;\$&gt;</p>
<p><b>Completion of Implementation Services Milestone Payment</b> – Five percent (5%) of the Implementation Services cost will be payable upon State Acceptance of Implementation of all WIC Participant Cases and the following Deliverables for those regions implemented:</p> <p style="padding-left: 40px;">45.C, <i>eWIC EBT Regional Retailer Enablement Plans</i></p> <p style="padding-left: 40px;">38.C, <i>eWIC Regional Implementation Operational Readiness Review Checklists</i></p>	<p>&lt;\$&gt;</p>

\* Per the Contract Section 4.2.10.2, a ten percent (10%) withhold will be applied to all milestone payments through the invoice process, with exception of the last milestone payment to be paid for Implementation Services. The last Implementation Services milestone payment will include all of the previously withheld ten percent (10%) amounts.

## PRE-SOLICITATION #16153

Office of Systems Integration (OSI)

California Electronic Benefit Transfer (EBT)

### Cost-Per-Case-Month with California-Based Primary and Backup Call Center

Benefit Type	CPCM
Food-Only with California Call Centers	<\$>
Cash-Only with California Call Centers	<\$>
Combined Food and Cash with California Call Centers	<\$>
WIC with California Call Centers	<\$>
<b>California-Based Primary and Backup Call Center</b>	<b>Location</b>
California-Based Primary Location	<location>
California-Based Backup Location	<location>

### Best Value Cost-Per-Case-Month with Best Value Primary and Backup Call Center

Benefit Type	CPCM*
Best Value Food-Only with California Call Centers	<\$>
Best Value Cash-Only with California Call Centers	<\$>
Best Value Combined Food and Cash with California Call Centers	<\$>
Best Value WIC with California Call Centers	<\$>
<b>Best Value Primary and Backup Call Center</b>	<b>Location</b>
Best Value Primary Location	<location>
Best Value Backup Location	<location>

\* The rates for the Best Value CPCM will apply to all core Contract term years and all optional extension years, if and when the State utilizes the Best Value CPCM.



## PRE-SOLICITATION #16153

### EMV Cardstock Cost-Per-Case-Month with California-Based Primary and Backup Call Center

Benefit Type	CPCM*
Food-Only Years 1 and 2 with EMV Cardstock	<\$>
Cash-Only Years 1 and 2 with EMV Cardstock	<\$>
Combined Food and Cash Years 1 and 2 with EMV Cardstock	<\$>
WIC Years 1 and 2 with EMV Cardstock	<\$>
Food-Only Year 3 forward with EMV Cardstock	<\$>
Cash-Only Year 3 forward with EMV Cardstock	<\$>
Combined Year 3 forward with EMV Cardstock	<\$>
WIC Years Year 3 forward with EMV Cardstock	<\$>
EMV Cardstock Primary and Backup Call Center	Location
California-Based Primary Location	<location>
California-Based Backup Location	<location>

### Best Value EMV Cardstock Cost-Per-Case-Month with Best Value Primary and Backup Call Center

Benefit Type	CPCM*
Best Value Food-Only Years 1 and 2 with EMV Cardstock	<\$>
Best Value Cash-Only Years 1 and 2 with EMV Cardstock	<\$>
Best Value Combined Food and Cash Years 1 and 2 with EMV Cardstock	<\$>
Best Value WIC Years 1 and 2 with EMV Cardstock	<\$>
Best Value Food-Only Year 3 forward with EMV Cardstock	<\$>
Best Value Cash-Only Year 3 forward with EMV Cardstock	<\$>
Best Value Combined Year 3 forward with EMV Cardstock	<\$>
Best Value WIC Years Year 3 forward with EMV Cardstock	<\$>
Best Value EMV Primary and Backup Call Center	Location
Best Value Primary Location with EMV Cardstock	<location>
Best Value Backup Location with EMV Cardstock	<location>

\* The rates for the EMV Cardstock CPCM will apply to all core Contract term years and all optional extension years, if and when the State utilizes the EMV Cardstock CPCM.

## PRE-SOLICITATION #16153

Office of Systems Integration (OSI)

California Electronic Benefit Transfer (EBT)

### Paycards for Cash Benefits Only – Cardholder Fees

Transaction Type	Fee
Deposit notification	Free
Low-balance alert	Free
Purchase at POS locations	Free
Purchase with cash back	Free
In-network ATM cash withdrawal (Fee is for each subsequent withdrawal, after the first four [4] in-network ATM cash withdrawals.)	<\$>
Out-of-network ATM cash withdrawal (per withdrawal)	<\$>
ATM balance inquiry	<\$>
ATM decline for insufficient funds	Free
In-network bank teller cash withdrawal	Free
Web-based Account access	Free
Mobile Device Application Account access	Free
Account inactivity (Fee is for each subsequent month, after twelve [12] months of Account inactivity.)	<\$>
Telephone calls to the ARU	Free
Initial Card issuance	Free
Replacement Card issuance (Fee is for each subsequent Card replacement, after the first two [2] Card replacements in a year.)	<\$>
Express Card delivery fee	<\$>
PIN change	Free
International transaction (Prohibited by the State.)	Not applicable
International ATM withdrawal (Prohibited by the State.)	Not applicable
International ATM balance inquiry (Prohibited by the State.)	Not applicable
Telephone calls to ARU placed by Cardholders outside the United States	<\$>

## PRE-SOLICITATION #16153

### Other EBT Costs

ATM Cash Withdrawal Fee	Fee
ATM Cash Withdrawal Fee (per transaction fee after first four [4] free transactions)	<\$>
ATM Balance Inquiry Fee	Fee
ATM Balance Inquiry Fee (per transaction fee)	<\$>
EBT-Only Wired POS Device Cost	Cost
EBT-Only Wired POS Device Cost (monthly cost, per device)	<\$>
EBT-Only Wireless POS Device Cost	Cost
EBT-Only Wireless POS Device Cost (monthly cost, per device)	<\$>
Classification Labor Rates for Unanticipated Costs	Rate
Project Manager	<\$>
Technical Manager	<\$>
Systems Analyst	<\$>
Programmer	<\$>
Business Analyst	<\$>
Add A Language to an ARU	Cost
Add a language to an ARU	<\$>
Add A Language to a Website	Cost
Add a language to a Website	<\$>
Add Statewide Acquirer Cost	Cost
Incremental Increase in Cash CPCM to Add Statewide Acquirer	<\$>
Incremental Increase in Combined CPCM to Add Statewide Acquirer	<\$>

### Unanticipated Costs

Unanticipated Costs (Ten percent [10%] of the Total Contract Cost)	Amount
Total Unanticipated Costs	<\$>

# PRE-SOLICITATION #16153

Office of Systems Integration (OSI)

California Electronic Benefit Transfer (EBT)

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## PRE-SOLICITATION #16153

### Exhibit C: Deliverables and Milestone Dates

The following is a list of Deliverables that shall be submitted to the State as a part of this Contract. Refer to Appendix E: Deliverable Specification, which identifies each italicized Deliverable listed below. The Deliverable Specification lists the Deliverables required during Transition Services (for Food and Cash EBT), the Deliverables required during Implementation Services (for eWIC] EBT), and the Deliverables required during Ongoing Operations. (The Deliverable numbering is explained in the Deliverable Specification document.)

<b>Deliverable Title</b>	<b>Del. #</b>	<b>Due Date</b>
<i>ARU Recorded Prompts (add eWIC)</i>	2.B	Per the eWIC EBT Implementation Services workplan.
<i>ARU Recorded Prompts (Food and Cash)</i>	2.A	Per the Food and Cash Transition Services workplan. Updated as needed during Ongoing Operations.
<i>ARU Test Scripts (add eWIC)</i>	57.G	Per the eWIC EBT Implementation Services workplan. Updated as needed during Ongoing Operations.
<i>ARU Test Scripts (Food and Cash)</i>	57.F	Per the Food and Cash Transition Services workplan. Updated as needed during Ongoing Operations.
<i>Balance and Date Tool</i>	2.C	Per the Food and Cash Transition Services workplan.
<i>Card Design Document (add eWIC)</i>	3.B	Per the eWIC EBT Implementation Services workplan.
<i>Card Design Document (Food and Cash)</i>	3.A	Per the Food and Cash Transition Services workplan. Updated as needed during Ongoing Operations.
<i>Cardholder ARU Scripts (add eWIC)</i>	1.C	Per the eWIC EBT Implementation Services workplan.
<i>Cardholder ARU Scripts (Food and Cash)</i>	1.B	Per the Food and Cash Transition Services workplan. Updated as needed during Ongoing Operations.
<i>Cardholder Website Design Document (add eWIC)</i>	66.G	Per the eWIC EBT Implementation Services workplan. Updated as needed during Ongoing Operations.
<i>Cardholder Website Design Document (Food and Cash)</i>	66.F	Per the Food and Cash Transition Services workplan. Updated as needed during Ongoing Operations.
<i>Configuration Management Plan (add eWIC)</i>	4.B	Per the eWIC EBT Implementation Services workplan.
<i>Configuration Management Plan (Food and Cash)</i>	4.A	Per the Food and Cash Transition Services workplan. Updated yearly during Ongoing Operations.
<i>Continuity of Business Plan (add eWIC)</i>	5.B	Per the eWIC EBT Implementation Services workplan.
<i>Continuity of Business Plan (Food and Cash)</i>	5.A	Per the Food and Cash Transition Services workplan. Updated yearly during Ongoing Operations.
<i>Corrective Action Plan</i>	6.A	Per the Statement of Work requirements.
<i>County Cash Access Plans</i>	7.A	Updated yearly during Ongoing Operations.
<i>County Change in Cash Access Plans</i>	8.A	Per the Food and Cash Transition Services workplan.
<i>County Operations Manual</i>	9.A	Per the Food and Cash Transition Services workplan. Updated yearly during Ongoing Operations.
<i>Customer Service Manual (add eWIC)</i>	10.B	Per the eWIC EBT Implementation Services workplan.

## PRE-SOLICITATION #16153

Office of Systems Integration (OSI)

California Electronic Benefit Transfer (EBT)

Deliverable Title	Del. #	Due Date
<i>Customer Service Manual (Food and Cash)</i>	10.A	Per the Food and Cash Transition Services workplan. Updated yearly during Ongoing Operations.
<i>Daily eWIC EBT Retailer Status Report</i>	11.A	Per the Statement of Work requirements.
<i>Data Warehouse User's Guide (add eWIC)</i>	12.B	Per the eWIC EBT Implementation Services workplan.
<i>Data Warehouse User's Guide (Food and Cash)</i>	12.A	Per the Food and Cash Transition Services workplan. Updated yearly during Ongoing Operations.
<i>Database Conversion Plan (Draft)</i>	13.A	Per the Food and Cash Transition Services workplan.
<i>Database Conversion Plan (Final)</i>	13.B	Per the Food and Cash Transition Services workplan.
<i>Deficiency Management Plan (add eWIC)</i>	14.B	Per the eWIC EBT Implementation Services workplan.
<i>Deficiency Management Plan (Food and Cash)</i>	14.A	Per the Food and Cash Transition Services workplan. Updated yearly during Ongoing Operations.
<i>Detailed System Design (add eWIC)</i>	15.B	Per the eWIC EBT Implementation Services workplan.
<i>Detailed System Design (Food and Cash)</i>	15.A	Due Ninety (90) Calendar Days after Contract Execution. Updated yearly during Ongoing Operations.
<i>Disaster Card Test Results</i>	16.B	Per the Statement of Work requirements.
<i>Disaster Services Inspection Report</i>	16.A	Per the Statement of Work requirements.
<i>Disaster Services Inventory Report</i>	17.A	Per the Food and Cash Transition Services workplan. Updated as needed during Ongoing Operations.
<i>Disaster Services Plan</i>	18.A	Per the Food and Cash Transition Services workplan. Updated yearly during Ongoing Operations.
<i>Document Update Schedule</i>	19.A	Per the Food and Cash Transition Services workplan. Updated quarterly during Ongoing Operations.
<i>EBT Training Plan (add Implementation Services)</i>	61.B	Per the eWIC EBT Implementation Services workplan.
<i>EBT Training Plan (Ongoing Operations)</i>	61.C	Updated yearly during Ongoing Operations.
<i>EBT Training Plan (Transition Services)</i>	61.A	Per the Food and Cash Transition Services workplan.
<i>Eligibility System Certification Test Plan</i>	20.A	Per the Food and Cash Transition Services workplan.
<i>Eligibility System Certification Test Results</i>	63.F	Per the Food and Cash Transition Services workplan.
<i>End-of-Contract Changeover Plan</i>	21.A	Created during Ongoing Operations.
<i>Error Corrections and Adjustments Manual (add eWIC)</i>	22.B	Per the eWIC EBT Implementation Services workplan.
<i>Error Corrections and Adjustments Manual (Food and Cash)</i>	22.A	Per the Food and Cash Transition Services workplan. Updated yearly during Ongoing Operations.
<i>eWIC EBT Administrative Application Design Document</i>	66.C	Per the eWIC EBT Implementation Services workplan.
<i>eWIC EBT Administrative User's Guide</i>	23.A	Per the eWIC EBT Implementation Services workplan. Updated yearly during Ongoing Operations.
<i>WIC Card Acceptor Device Software</i>	68.C	Per the eWIC EBT Implementation Services workplan.
<i>WIC Card Acceptor Device Specification</i>	68.A	Per the eWIC EBT Implementation Services workplan.

## PRE-SOLICITATION #16153

Office of Systems Integration (OSI)

California Electronic Benefit Transfer (EBT)

Deliverable Title	Del. #	Due Date
<i>WIC Card Acceptor Device User's Manual</i>	68.B	Per the eWIC EBT Implementation Services workplan.
<i>WIC Cardholder Training Materials Design Document (All Required Languages)</i>	24.B	Per the eWIC EBT Implementation Services workplan.
<i>WIC Cardholder Training Materials Design Document (English)</i>	24.A	Per the eWIC EBT Implementation Services workplan.
<i>WIC Cardholder Training Video Scripts</i>	62.C	Per the eWIC EBT Implementation Services workplan.
<i>WIC Cardholder Training Videos</i>	62.E	Per the eWIC EBT Implementation Services workplan.
<i>eWIC EBT Implementation Services Master Test Plan</i>	35.C	Per the eWIC EBT Implementation Services workplan.
<i>eWIC EBT Implementation Services Workplan</i>	64.B	Per the eWIC EBT Implementation Services workplan.
<i>eWIC EBT Interface Test Plan</i>	34.C	Per the eWIC EBT Implementation Services workplan.
<i>eWIC EBT Interface Test Results</i>	63.D	Per the eWIC EBT Implementation Services workplan.
<i>eWIC EBT Interface Test Scripts</i>	57.C	Per the eWIC EBT Implementation Services workplan.
<i>eWIC EBT Operations Manual</i>	25.A	Per the eWIC EBT Implementation Services workplan. Updated yearly during Ongoing Operations.
<i>eWIC EBT Pilot Operational Readiness Review Checklist</i>	38.B	Per the eWIC EBT Implementation Services workplan.
<i>eWIC EBT Regional Implementation Operational Readiness Review Checklist</i>	38.C	Per the eWIC EBT Implementation Services workplan.
<i>eWIC EBT Regional Retailer Enablement Plans (Pilot and each Implementation Region)</i>	45.C	Per the eWIC EBT Implementation Services workplan.
<i>eWIC EBT Regression Test Scripts</i>	41.C	Updated as needed during Ongoing Operations.
<i>eWIC EBT Retailer Conversion Plan</i>	45.B	Per the eWIC EBT Implementation Services workplan.
<i>eWIC EBT System Test Plan</i>	55.C	Per the eWIC EBT Implementation Services workplan.
<i>eWIC EBT System Test Results</i>	63.E	Per the eWIC EBT Implementation Services workplan.
<i>eWIC EBT System Test Scripts</i>	57.E	Per the eWIC EBT Implementation Services workplan.
<i>eWIC EBT User Acceptance Test Plan</i>	65.C	Per the eWIC EBT Implementation Services workplan.
<i>eWIC Federal Acceptance Test Plan/Scripts</i>	27.C	Per the eWIC EBT Implementation Services workplan.
<i>eWIC MIS Certification Test Plan</i>	26.A	Per the eWIC EBT Implementation Services workplan.
<i>eWIC MIS Certification Test Results</i>	63.G	Per the eWIC EBT Implementation Services workplan.
<i>eWIC Processor Interface Specification</i>	37.D	Per the eWIC EBT Implementation Services workplan. Updated as needed during Ongoing Operations.
<i>Food and Cash Administrative Application Design Document</i>	66.B	Per the Food and Cash Transition Services workplan.
<i>Food and Cash Administrative User's Guide</i>	28.A	Per the Food and Cash Transition Services workplan. Updated yearly during Ongoing Operations.



## PRE-SOLICITATION #16153

Office of Systems Integration (OSI)

California Electronic Benefit Transfer (EBT)

Deliverable Title	Del. #	Due Date
<i>Food and Cash Cardholder Training Posters Design Document (All Required Languages)</i>	29.B	Per the Food and Cash Transition Services workplan.
<i>Food and Cash Cardholder Training Posters Design Document (English)</i>	29.A	Per the Food and Cash Transition Services workplan.
<i>Food and Cash EBT Interface Test Plan</i>	34.B	Per the Food and Cash Transition Services workplan.
<i>Food and Cash EBT Interface Test Results</i>	63.B	Per the Food and Cash Transition Services workplan.
<i>Food and Cash EBT Interface Test Scripts</i>	57.B	Per the Food and Cash Transition Services workplan.
<i>Food and Cash EBT Regression Test Scripts</i>	41.B	Updated as needed during Ongoing Operations.
<i>Food and Cash EBT System Test Plan</i>	55.B	Per the Food and Cash Transition Services workplan.
<i>Food and Cash EBT System Test Results</i>	63.C	Per the Food and Cash Transition Services workplan.
<i>Food and Cash EBT System Test Scripts</i>	57.D	Per the Food and Cash Transition Services workplan.
<i>Food and Cash EBT Training Video Scripts</i>	62.B	Per the Food and Cash Transition Services workplan.
<i>Food and Cash EBT Training Videos</i>	62.D	Per the Food and Cash Transition Services workplan.
<i>Food and Cash EBT User Acceptance Test Plan</i>	65.B	Per the Food and Cash Transition Services workplan.
<i>Food and Cash Federal Acceptance Test Plan/Scripts</i>	27.B	Per the Food and Cash Transition Services workplan.
<i>Food and Cash Interface Document</i>	30.A	Per the Food and Cash Transition Services workplan. Updated as needed during Ongoing Operations.
<i>Food and Cash Operational Readiness Review Checklist</i>	38.A	Per the Food and Cash Transition Services workplan.
<i>Food and Cash Processor Interface Specification</i>	37.C	Per the Food and Cash Transition Services workplan. Updated as needed during Ongoing Operations.
<i>Food and Cash Retailer Conversion Plan</i>	45.A	Per the Food and Cash Transition Services workplan.
<i>Food and Cash Transition Services Master Test Plan</i>	35.B	Due Ninety (90) Calendar Days after Contract Execution.
<i>Food and Cash Transition Services Workplan</i>	64.A	Due Thirty (30) Calendar Days after Contract Execution.
<i>Fraud 80 User's Manual</i>	31.A	Per the Food and Cash Transition Services workplan. Updated yearly during Ongoing Operations.
<i>Implementation Services Weekly Status Reports</i>	69.B	Per the eWIC EBT Implementation Services workplan.
<i>Incident Report</i>	32.A	Per the Statement of Work requirements.
<i>Integrated WIC Retailer Specifications Document</i>	33.A	Per the eWIC EBT Implementation Services workplan. Updated as needed during Ongoing Operations.
<i>Mobile Device Application Design Document (add eWIC)</i>	66.K	Per the eWIC EBT Implementation Services workplan. Updated as needed during Ongoing Operations.
<i>Mobile Device Application Design Document (Food and Cash)</i>	66.J	Per the Food and Cash Transition Services workplan. Updated as needed during Ongoing Operations.

## PRE-SOLICITATION #16153

Office of Systems Integration (OSI)

California Electronic Benefit Transfer (EBT)

Deliverable Title	Del. #	Due Date
<i>Monthly Status Report</i>	36.A	Per the Statement of Work requirements.
<i>Network and WIC Retailer Certification Plan</i>	37.B	Per the eWIC EBT Implementation Services workplan. Updated yearly during Ongoing Operations.
<i>Network Certification Plan</i>	37.A	Per the Food and Cash Transition Services workplan.
<i>Ongoing Operations Master Test Plan (add eWIC)</i>	35.E	Updated yearly during Ongoing Operations.
<i>Ongoing Operations Master Test Plan (Food and Cash)</i>	35.D	Updated yearly during Ongoing Operations.
<i>Outbound Credit Adjustment Call Script</i>	1.F	Per the Food and Cash Transition Services workplan. Updated as needed during Ongoing Operations.
<i>Outbound Surcharge Call Script</i>	1.G	Per the Food and Cash Transition Services workplan. Updated as needed during Ongoing Operations.
<i>Project Management Plan (add Implementation Services)</i>	39.B	Per the eWIC EBT Implementation Services workplan.
<i>Project Management Plan (Ongoing Operations)</i>	39.C	Updated yearly during Ongoing Operations.
<i>Project Management Plan (Transition Services)</i>	39.A	Due Thirty (30) Calendar Days after Contract Execution.
<i>Quality Assurance Plan (add Implementation Services)</i>	40.B	Per the eWIC EBT Implementation Services workplan.
<i>Quality Assurance Plan (Ongoing Operations)</i>	40.C	Updated yearly during Ongoing Operations.
<i>Quality Assurance Plan (Transition Services)</i>	40.A	Due Thirty (30) Calendar Days after Contract Execution.
<i>Reports Application Design Document</i>	66.D	Per the Food and Cash Transition Services workplan.
<i>Reports Catalog (add eWIC)</i>	42.B	Per the eWIC EBT Implementation Services workplan. Updated as needed during Ongoing Operations.
<i>Reports Catalog (Food and Cash)</i>	42.A	Per the Food and Cash Transition Services workplan. Updated as needed during Ongoing Operations.
<i>Requirements Specification (add eWIC)</i>	43.B	Per the eWIC EBT Implementation Services workplan.
<i>Requirements Specification (Food and Cash)</i>	43.A	Due Ninety (90) Calendar Days after Contract Execution.
<i>Requirements Specification (Ongoing Operations)</i>	43.C	Updated yearly during Ongoing Operations.
<i>Retailer Agreement Package (add eWIC)</i>	44.D	Per the eWIC EBT Implementation Services workplan. Updated as needed during Ongoing Operations.
<i>Retailer Agreement Packages (Food and Cash)</i>	44.C	Per the Food and Cash Transition Services workplan. Updated as needed during Ongoing Operations.
<i>Retailer ARU Scripts (add eWIC)</i>	1.E	Per the eWIC EBT Implementation Services workplan.
<i>Retailer ARU Scripts (Food and Cash)</i>	1.D	Per the Food and Cash Transition Services workplan. Updated as needed during Ongoing Operations.

## PRE-SOLICITATION #16153

Office of Systems Integration (OSI)

California Electronic Benefit Transfer (EBT)

Deliverable Title	Del. #	Due Date
<i>Retailer Management Plan (add eWIC)</i>	46.B	Per the eWIC EBT Implementation Services workplan. Updated yearly during Ongoing Operations.
<i>Retailer Management Plan (Food and Cash)</i>	46.A	Per the Food and Cash Transition Services workplan. Updated yearly during Ongoing Operations.
<i>Retailer Website Design Document (add eWIC)</i>	66.I	Per the eWIC EBT Implementation Services workplan. Updated as needed during Ongoing Operations.
<i>Retailer Website Design Document (Food and Cash)</i>	66.H	Per the Food and Cash Transition Services workplan. Updated as needed during Ongoing Operations.
<i>Risk Management Plan (add Implementation Services)</i>	47.B	Per the eWIC EBT Implementation Services workplan.
<i>Risk Management Plan (Ongoing Operations)</i>	47.C	Updated yearly during Ongoing Operations.
<i>Risk Management Plan (Transition Services)</i>	47.A	Due Thirty (30) Calendar Days after Contract Execution.
<i>Settlement and Reconciliation Guide (add eWIC)</i>	48.B	Per the eWIC EBT Implementation Services workplan. Updated yearly during Ongoing Operations.
<i>Settlement and Reconciliation Guide (Food and Cash)</i>	48.A	Per the Food and Cash Transition Services workplan. Updated yearly during Ongoing Operations.
<i>Staff Management Plan (add Implementation Services)</i>	49.B	Per the eWIC EBT Implementation Services workplan.
<i>Staff Management Plan (Ongoing Operations)</i>	49.C	Updated yearly during Ongoing Operations.
<i>Staff Management Plan (Transition Services)</i>	49.A	Due Thirty (30) Calendar Days after Contract Execution.
<i>Statewide Implementation Services Plan</i>	50.A	Per the eWIC EBT Implementation Services workplan.
<i>Statewide Transition Services Plan</i>	51.A	Due Thirty (30) Calendar Days after Contract Execution.
<i>System Capacity Management Plan (add eWIC)</i>	52.B	Per the eWIC EBT Implementation Services workplan. Updated yearly during Ongoing Operations.
<i>System Capacity Management Plan (Food and Cash)</i>	52.A	Per the Food and Cash Transition Services workplan. Updated yearly during Ongoing Operations.
<i>System Capacity Test Results</i>	53.A	Per the Statement of Work requirements.
<i>System Security Plan (add eWIC)</i>	54.B	Per the eWIC EBT Implementation Services workplan. Updated yearly during Ongoing Operations.
<i>System Security Plan (Food and Cash)</i>	54.A	Per the Food and Cash Transition Services workplan. Updated yearly during Ongoing Operations.
<i>Test Results Document</i>	56.A	Per the Statement of Work requirements.
<i>Third-Party Processor Agreement Package (add eWIC)</i>	44.B	Per the eWIC EBT Implementation Services workplan. Updated as needed during Ongoing Operations.
<i>Third-Party Processor Agreement Package (Food and Cash)</i>	44.A	Per the Food and Cash Transition Services workplan. Updated as needed during Ongoing Operations.

## PRE-SOLICITATION #16153

Office of Systems Integration (OSI)

California Electronic Benefit Transfer (EBT)

<b>Deliverable Title</b>	<b>Del. #</b>	<b>Due Date</b>
<i>Third-Party Processor/Retailer Certification Test Results</i>	59.A	Per the Statement of Work requirements.
<i>Ticket Management Application Design Document</i>	66.E	Per the Food and Cash Transition Services workplan.
<i>Ticket Management Application User's Guide</i>	58.A	Per the Food and Cash Transition Services workplan. Updated yearly during Ongoing Operations.
<i>Training Materials</i>	60.A	Per the Statement of Work requirements.
<i>Transition Services Weekly Status Reports</i>	69.A	Per the Food and Cash Transition Services workplan.
<i>Work Authorization Design Specification</i>	67.A	Per the Statement of Work requirements.

# PRE-SOLICITATION #16153

Office of Systems Integration (OSI)

California Electronic Benefit Transfer (EBT)

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**Exhibit D: Request for Proposal OSI EBT RFP #XXXXX, Incorporated by Reference**

The Request for Proposal (OSI EBT RFP #XXXXX) is incorporated by reference into this Contract. This includes all appendices to the RFP:

- Appendix A, Contract
- Appendix B, Acronyms and Abbreviations
- Appendix C, Waivers to Federal Regulations
- Appendix D, Schedule Management Plan
- Appendix E, Deliverable Specification
- Appendix F, Information Confidentiality and Security Standards
- Appendix G, Benefit Types Used in California
- Appendix H, Card Design Specification
- Appendix I, Food and Cash EBT Interface Specification
- Appendix J, Bidders' Library Contents and Links
- Appendix K, Reports Specification
- Appendix L, List of Counties
- Appendix M, County Equipment
- Appendix N, List of WIC Local Agencies
- Appendix O, Forms and Attachments

# PRE-SOLICITATION #16153

Office of Systems Integration (OSI)

California Electronic Benefit Transfer (EBT)

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## **PRE-SOLICITATION #16153**

Office of Systems Integration (OSI)

California Electronic Benefit Transfer (EBT)

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### **Exhibit E: EBT Contractor's Response to Request for Proposal OSI EBT RFP #XXXXX, Incorporated by Reference**

The Contractor's Response to the Request for Proposal is incorporated by reference into this Contract.

# PRE-SOLICITATION #16153

Office of Systems Integration (OSI)

California Electronic Benefit Transfer (EBT)

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**Exhibit F: Sample Work Authorization**

**ELECTRONIC BENEFIT TRANSFER (EBT) PROJECT  
WORK AUTHORIZATION No. \_\_\_\_\_  
(Title)**

EBT Contract No. \_\_\_\_\_

Change Request No. \_\_\_\_\_

**1. BACKGROUND:**

(Describe current situation and what this Work Authorization is proposing.)

**2. FULL WORK DESCRIPTION:**

The Contractor shall:

2.1 (Requirement)

2.2 (Requirement)

**3. DELIVERABLES**

Following is a list of Deliverables identified by the State that requires development or revision by the Contractor due to this Work Authorization. The parties understand and agree that additional Deliverables requiring development or revision may be identified at a later date.

The Contractor shall exercise a good-faith effort to identify and list in this Work Authorization Deliverables that require development or are impacted by this Work Authorization.

The Contractor shall develop or revise, as applicable, each identified Deliverable in accordance with Section xx of this Contract. The Contractor shall complete the development or revision within a reasonable timeframe to be mutually agreed upon by the parties.

Deliverables:

Deliverable Name	New Deliverable	Revised Deliverable
Work Authorization Schedule (Workplan)	X	
Work Authorization Design Specification	X	
Test Scripts	X	
Test Results	X	
Example Document		X

# PRE-SOLICITATION #16153

## 4. SCHEDULE DATES

Estimated Start Date	Estimated Completion Date *

\* Completion date is defined as the date the Contractor implements change(s) into the production environment. The completion date does not imply Acceptance criterion is met or the Work Authorization is approved for payment.

## 5. WORK AUTHORIZATION ESTIMATED TIMELINE

Milestone	Estimated Due Date **
Deliver Work Authorization Workplan	
Deliver Work Authorization Design Document	
Deliver Test Scripts	
Deliver Test Results	
State User Acceptance Test (UAT) Install	
Production Migration	

\*\* Estimated due dates are determined by the State in coordination with the Contractor; however, the actual dates will reside in the mutually agreed upon Work Authorization Workplan to be provided thirty (30) days from the date of Work Authorization execution.

## 6. PRICING

### Fixed-Price Cost

(The Fixed-Price Cost shall be equivalent to the Time and Materials Cost less five percent [5%.])

Time and Materials Cost	\$
Minus Five Percent (5%) Percent Discount	<\$>
<b>Fixed-Price Cost</b>	<b>\$</b>

### Time and Materials Cost

Personnel to be Assigned	Job Classification/ Skill Level	Materials	Labor Hours	Labor Rate Per Hour	COST
					\$
					\$
					\$
<b>Total Hours and Cost</b>					<b>\$</b>

Option selected by the State:

- Fixed-Price
- Time and Materials

# PRE-SOLICITATION #16153

## 7. CONTRACTOR TASKS AND RESPONSIBILITIES

- 7.1 The Contractor shall provide a Work Authorization Workplan within thirty (30) Calendar Days from the Work Authorization execution date.
- 7.2 The Contractor shall provide a Work Authorization Design Specification.
- 7.3 The Contractor shall provide test scripts and test results.
- 7.4 The Contractor shall (Contractor to fill in).

## 8. COMPLETION CRITERIA

- 8.1 State Acceptance of the Work Authorization Workplan.
- 8.2 State Acceptance of the Work Authorization Design Specification.
- 8.3 State Acceptance of test scripts and test results.
- 8.4 State Acceptance of any new Deliverable(s) or Deliverable revision(s) as specified in Section 3.
- 8.5 State Acceptance of (to be filled in by the State).

## 9. STATE RESPONSIBILITIES

- 9.1 Participate in and oversee Contractor tasks and responsibilities.
- 9.2 Review and accept Work Authorization Workplan and Design Specification.
- 9.3 Review and accept test scripts and test results.
- 9.4 Conduct User Acceptance Testing in the State test environment.
- 9.5 (To be filled in by the State).

This task will be performed in accordance with this Work Authorization and the applicable provisions of EBT Contract No. xxxxxx.

## 10. APPROVALS

### STATE OF CALIFORNIA

### CONTRACTOR

\_\_\_\_\_  
< NAME >  
EBT Project Director  
Office of Systems Integration

\_\_\_\_\_  
< NAME >  
Project Director  
< Company Name >

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# PRE-SOLICITATION #16153

Office of Systems Integration (OSI)

California Electronic Benefit Transfer (EBT)

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# PRE-SOLICITATION #16153

## **Exhibit G: Letter of Credit**

Note: A copy of the Contractor's irrevocable Letter of Credit will be added to the Contract prior to Contract execution.



# PRE-SOLICITATION #16153

Office of Systems Integration (OSI)

California Electronic Benefit Transfer (EBT)

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