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| State of Nevada |  | Brian Sandoval |
| Department of Administration | Governor |
| Purchasing Division |  |
| 515 E. Musser Street, Suite 300 | Jeffrey Haag |
| Carson City, NV 89701 | Administrator |

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| SUBJECT: | Amendment 1 to Request for Proposal 3292 |
| RFP TITLE: | Nevada Electronic Benefit Transfer (EBT) and Cash Benefit System Project |
| DATE OF AMENDMENT: | September 15, 2017 |
| DATE OF RFP RELEASE: | August 16, 2017 |
| OPENING DATE: | November 21, 2017 |
| OPENING TIME: | 2:00 PM |
| CONTACT: | Ronda Miller, Procurement Staff Member |

The following shall be a part of RFP ***3292.*** If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

1. Has a budget been allocated for this project? May I know an estimated contract value if possible?

 ***The State declines to disclose this information.***

2. May I know the contract numbers and contract expiration dates for the EBT contracts with CDP and FIS?

 ***FIS contract number 17295 expires June 30, 2018.***

 ***WIC contract number 10847 expires June 30, 2018.***

3. What is the estimated cost of the Nevada Electronic Benefit Transfer (EBT) and Cash Benefit System Project?

***Refer to question 1 of this amendment.***

4. Has funding been allocated for the Nevada Electronic Benefit Transfer (EBT) and Cash Benefit System Project yet? If so through which source (budget, CIP, state/federal grant)?

***Refer to question 1 of this amendment.***

5. Would it be possible to name the three greatest challenges the Department is having with the current solution?

 ***No issues at this time.***

6. 4.1.3   33      Vendor's response must be limited to no more than five (5) pages per task not including appendices, samples and/or exhibits

 Please define what level is subject to the 5 page limit? For example, is 4.3 limited to 5 pages or is it at the subsection level i.e. 4.3.1 or 4.3.1.1?

***Each section is limited***.

7. 4.4.2.5 (G) 42 The WIC Programs continue to have stand-beside registers in a small number of stores.  In addition, several vendors also utilize a third party processor.  The vendor shall identify the process to provide stand-beside registers, training material, and other support to stores which are not integrated.

Please clarify that "stand-beside registers" are the industry standard stand-beside POS terminals used to transact WIC only food items. If that is not correct, please provide the desired functionality of the "stand-beside registers".

***Stand beside registers are stand beside terminals and used to transact WIC only purchases.***

8. 4.5.2.3(D.5)   53      If POS terminals have been leased, the EBT contractor shall allow the State, if interested, to purchase the terminals at their depreciated value.  If appropriate, the existing POS terminal transactions may be re-redirected via the gateway during transition until either replaced or purchased.

 The software used to run the POS terminals is generally owned by the EBT Processor. Assumption is that this request is for hardware only. Is this a correct assumption?

***State only pays for exempt EBT retailers POS equipment.***

***WIC does not pay for POS terminals. Each non-integrated store receives two terminals at no additional cost which is included in the CPCM.***

9. 4.11.2.4       89      The ANSI X9.58-2013 (or most current version) standard (for SNAP) has been updated to address new technology that eliminates the need to swipe the card or key-enter the PAN into the POS device. This includes such innovations as identification by finger image (e.g., Pay-by-Touch) and Radio Frequency Identification (RFID) cards. The EBT contractor must accept and process EBT transactions that contain the new codes, record the new transaction types as part of transaction history and identify them to FNS as specified in the ALERT file instructions.

The use of finger imaging or RFID cards are not standard in EBT. Is the bidder to provide optional pricing for this service? If not, should the price for this upgrade be included in the CPCM?

***Nevada does not currently use this functionality, however we are looking for future enhancement options. What options does the vendor offer for future enhancements and what are the costs associated with those enhancements?***

10. 4.13.2.1       114     If requested by Program staff, the EBT contractor shall provide Program staff with administrative functionality to transfer benefits from one EBT account to another EBT account. In the debited account, the system shall post a debit memo to identify the EBT account to which the benefits have been transferred. In the credited account, the system shall post a credit memo identifying the EBT account from which the credit was transferred. Benefit transfers are non-settling transactions. Access to this functionality will be limited to designated State staff.

Can the State describe the circumstances under which benefits are transferred from one account to another? It is not a standard administrative transaction.

***The State Program staff has administrative functionality to transfer benefits from a group living arrangement facility back to the client when the client leaves the facility.***

11. 4.13.2.3(C)    114     Cash benefits are administered by State agencies and may be either day-of-draw or prefunded. Day-of-draw benefits credited to the cash account represent credit balances only. The EBT contractor initiates fund transfers subsequent to benefit access by clients. Prefunded benefits are funded at the time benefits are authorized. The EBT contractor shall be required to maintain an interest bearing bank account to hold and maintain prefunded benefits. Prefunded benefits are subject to Regulation E compliance. The EBT contractor will retain interest earned on prefunded benefit accounts to offset the cost of maintaining the account and Regulation E. The EBT contractor shall be liable for all funds deposited into prefunded benefit accounts.

 How many cardholders receive prefunded cash benefits and what is the dollar value of these benefits? Generally, EBT cards that have combined SNAP/Cash benefits are not prefunded. The costs of Regulation E may far exceed the interest earned on the funds and will impose unnecessary regulatory burdens on both the vendor and the State. As far as we are aware, no other state has voluntarily accepted the burden of Regulation E for a combined SNAP/Cash card. Will the State commit to not prefunding benefits on this joint card?

 ***The State currently does not issue prefunded SNAP or Cash benefits.***

12. 4.13.2.3(D)    115     The EBT contractor shall maintain a pooled cash account for each eligible family or person. Both day-of-draw cash are posted to the pooled cash account. For audit and control purposes, the EBT contractor shall be required to track cash benefit transactions and balances by benefit type and must ensure that cash benefits are not commingled with SNAP benefits.

 It appears that there is text missing from the requirement-- "Both day of draw cash are posted" Is the phrase 'and prefunded cash' missing from the requirement? If so, does that mean that if a transaction uses both a day of draw cash benefit and a prefunded cash benefit that Reg E applies to the entire transaction? This could potentially mean that all cash benefits are subject to Reg E coverage.

***Text should read: ‘Both day-of-draw and prefunded cash benefits are posted to the pooled cash account.’***

***As stated in Question 11, the State does not currently issue prefunded SNAP or Cash benefits.***

13. Will the State please provide an anticipated project schedule for each project (SNAP, Cash, and WIC)

***This will be provided to the awarded contractor. The vendor should plan on having their system online by July 1, 2018. Refer to question 55 of this amendment for the updated timeline.***

14. General Question: Where should Offerors include any suggested modifications or exceptions to requirements and/or terms and conditions within their proposals?

***The State does not allow for exceptions; however, vendors may make innovative solutions to the scope of work by clearly identifying sections.***

15. General Clarification: Please confirm that all references to EBT-only retailers throughout the RFP mean Exempt EBT-only retailers in compliance with the 2014 Farm Bill.

 ***Yes.***

16. Section 3.1 (page 14) and Section 4.1 (page 33): This section states that if subcontractors will be used for any of the tasks, vendors must indicate what tasks and the percentage of time subcontractor(s) will spend on those tasks. In an EBT contract, subcontractors are generally engaged to provide functions throughout the contract term such as call center services, card production, etc. For example, a subcontractor providing call center services will be engaged 24/7 for the entire contract term to provide cardholder and retailer customer service; equaling 100% of the time. Will the State accept a description of the assigned functions in response to this requirement?

 ***Yes.***

17. Section 3.2.11.1 (page 19): Will the State confirm if this requirement it is referring to the TPP providing their specification to the retailers that they will support within 30 calendar days of the start of the contract to be executed between the TPP and the EBT Contractor?

 ***Yes.***

18. Section 3.2.2.2 (page 16): This section requires a separate Reports Manual for the SNAP and TANF programs. Because SNAP and TANF programs are supported by the same system and benefits are accessible on the same card, many manuals, plans and reports are combined for the two programs for efficiency purposes. Creating separate manuals, plans and reports for these programs will require significant time, resources and expense to deconstruct deliverables into two separate ones that will contain a significant amount of duplicate information. For this requirement, and others like it throughout the RFP, will the State accept combined manuals, plans and reports for the SNAP and TANF programs, where applicable? We do understand that some information must be program specific, such as the plan to provide adequate cash access which only applies to the TANF program.

 ***The State will accept combined manuals, plans and reports for SNAP and TANF programs where applicable.***

19. Section 3.2.14.4 (page 22): To accommodate responding to requests received on a Friday afternoon, will the State accept the EBT Contractor repairing or replacing malfunctioning or inoperative POS devices within 2 business days rather than 48 hours?

 ***This standard allows for overnight delivery and will impair an exempt retailer or a WIC vendor from processing transactions for a potential 96 hours. Nevada will keep the 48 hour processing time.***

20. Section 3.2.15 (page 23): This requirement states that the EBT contractor must charge not-for-profit organizations the same fees paid by the State. However, not-for-profit organizations are typically labeled as Exempt EBT-only retailers. Will the State clarify what fees are currently paid by the State and explain what not-for-profit organizations this would apply to that aren’t considered Exempt EBT-only retailers?

 ***SNAP and TANF do not charge fees. This requirement does not apply to WIC.***

21. Section 3.2.16 (page 23): Please confirm that, in compliance with federal regulations, this requirement regarding the provision of retailer phone lines only applies to Exempt EBT-only retailers.

 ***Yes.***

22. Section 3.4.7 (page 29): This section requires that security requirements and evaluation/test procedures are to be included in all solicitation documents and or acquisition specifications. Please elaborate on which specific documents and what type of security information the State is requesting to be included. This is a very broad requirement.

 ***All solicitation documents such as the RFP response and additional attachments must include security requirements and evaluation/test procedures.***

23. Section 4.1.3 (page 33): These instructions state that vendor’s responses shall be limited to no more than five (5) pages per task. Will the State clarify what is meant by “task”?  Is a task defined at the 4.x requirement level (i.e. for requirement 4.4 and all its subsections, vendors are to respond in no more than five pages)?  Or, is a task defined at the 4.x.x.x level (i.e., vendors may use up to 5 pages to respond to 4.4.2.1, 4.4.2.2, 4.4.2.3, etc.)?

 ***Refer to question 6 of this amendment.***

24. Section 4.1.3 (page 33): If vendors are to respond to each task, defined at the 4.x requirement level, will the State confirm it does not intend for vendors to include all requirement language in its 5-page responses? Due to the length of the required activates for some tasks, such as 4.12 which includes 20 pages of requirement language, including that language would obviously exceed the page limits.

 ***Correct.***

25. Section 4.4.2.9 (page 43): This requirement indicates that the State is looking for “a full knowledge transfer to assure that the State can operate the system independently…” Hosted services are not designed for States to operate independently. Hosted services allow States to access the system and use a training session and a training manual. What type of knowledge transfer beyond a training sessions and manuals is the state seeking?

***Manuals and training is sufficient.***

26. Section 4.5.2.3.C.4 (page 53): The RFP includes Branded card data in the list of data to be transferred at the end of the contract.  Will the State remove the word “Branded” from item C.4 on page 53?  Transferring branded cards and data is not an industry standard because the issuing bank owns the account BIN. The industry standard is a spend-down of all funds of the current contractor’s system, and new cards are issued by the new contractor’s system.

 ***The State will remove the word ‘Branded’ from C.4.***

27. Section 4.5.2.3.C.13 (page 53): Please provide the definition for “ARF Data.”

***“ARF Data” – Auto-Reconciliation Files:  Collects settlement information for direct connect merchants/retailers and creates ARF files for delivery to merchants/retailers.***

28. Sections 4.5.3, 4.6.3, 4.7.3, 4.8.2.9, 4.9.3, 4.10.3, 4.11.3, 4.12.3, 4.13.3, 4.15.3, 4.16.3 (various pages): Each of these sections contain deliverable tables which include items that do not specifically lend themselves to a 10-day review process by the State because they are not a documentation or similar type deliverable. For example, what would be reviewed over a 10-day period for Deliverable Number 4.10.3.7 High-Coercivity Magnetic Strip, or Deliverable Number 4.10.3.9 Track 2 Format, or Deliverable Number 4.11.3.7 Establish the EBT Account Number?

 Will the State modify these tables to mark items “N/A” that do not actually contain a reviewable deliverable (as the State did in section 4.14.3)?

 ***Yes. The Deliverable sections will be revised as follows.***

| **4.5 PROJECT WIDE SYSTEM TRANSFER AND IMPLEMENTATION** |
| --- |
| **DELIVERABLE NUMBER** | **DESCRIPTION OF DELIVERABLE** | **ACTIVITY** | **STATE'S ESTIMATED****REVIEW TIME****(WORKING DAYS)** |
| 4.5.3.1 | System Implementation Tasks | 4.5.2.1 | ***N/A*** |
| 4.5.3.2 | Risk Management | 4.5.2.2 | 5 |
| 4.5.3.3 | Contract Closeout Requirements | 4.5.2.3 | ***N/A*** |

| **4.6 PROJECT WIDE SYSTEM TESTING** |
| --- |
| **DELIVERABLE NUMBER** | **DESCRIPTION OF DELIVERABLE** | **ACTIVITY** | **STATE'S ESTIMATED****REVIEW TIME****(WORKING DAYS)** |
| 4.6.3.1 | Performance Testing | 4.6.2.1 | ***N/A*** |
| 4.6.3.2 | Vulnerability Testing | 4.6.2.2 | ***N/A*** |
| 4.6.3.3 | Contingency Testing | 4.6.2.3 | ***N/A*** |
| 4.6.3.4 | Connectivity Testing | 4.6.2.4 | ***N/A*** |
| 4.6.3.5 | Interface Testing | 4.6.2.5 | ***N/A*** |
| 4.6.3.6 | System Testing | 4.6.2.6 | ***N/A*** |
| 4.6.3.7 | WIC User Acceptance Testing | 4.6.2.7 | ***N/A*** |
| 4.6.3.8 | SNAP User Acceptance Testing | 4.6.2.8 | ***N/A*** |
| 4.6.3.9 | TANF User Acceptance Testing | 4.6.2.9 | ***N/A*** |
| 4.6.3.10 | User Acceptance Testing | 4.6.2.10 | ***N/A*** |
| 4.6.3.11 | UAT Test Scripts | 4.6.2.11 | 10 |
| 4.6.3.12 | Data Conversion for Testing | 4.6.2.12 | ***N/A*** |
| 4.6.3.13 | UAT Preparation | 4.6.2.13 | 10 |
| 4.6.3.14 | Training for UAT Participation | 4.6.2.14 | ***N/A*** |
| 4.6.3.15 | Support for UAT | 4.6.2.15 | ***N/A*** |
| 4.6.3.16 | Test Error Documentation and Test Reports from UAT | 4.6.2.16 | 10 |
| 4.6.3.17 | Correction of UAT Errors and Regression Testing | 4.6.2.17 | ***N/A*** |
| 4.6.3.18 | System’s Fail-Over Testing | 4.6.2.18 | ***N/A*** |
| 4.6.3.19 | Life Cycle Testing | 4.6.2.19 | ***N/A*** |

| **4.7 SNAP/TANF TRAINING** |
| --- |
| **DELIVERABLE NUMBER** | **DESCRIPTION OF DELIVERABLE** | **ACTIVITY** | **STATE'S ESTIMATED****REVIEW TIME****(WORKING DAYS)** |
| 4.7.3.1 | Training Materials | 4.7.2.1 | 10 |
| 4.7.3.2 | Cardholder Training Materials | 4.7.2.2 | 10 |
| 4.7.3.3 | Retailer Training Material | 4.7.2.3 | 10 |
| 4.7.3.4 | Staff Training Materials | 4.7.2.4 | 10 |
| 4.7.3.5 | System Training for Functional Areas | 4.7.2.5 | ***N/A*** |
| 4.7.3.6 | UAT Training | 4.7.2.6 | ***N/A*** |
| 4.7.3.7 | Systems Operations Training | 4.7.2.7 | ***N/A*** |
| 4.7.3.8 | Train-the-Trainer | 4.7.2.8 | ***N/A*** |

| **4.8 SNAP/TANF HELPDESK/CUSTOMER SERVICE** |
| --- |
| **DELIVERABLE NUMBER** | **DESCRIPTION OF DELIVERABLE** | **ACTIVITY** | **STATE'S ESTIMATED****REVIEW TIME****(WORKING DAYS)** |
| 4.8.3.1 | Establishment and Operation of Customer Service for Cardholders, Retailers and Program Staff | 4.8.2.1 | ***N/A*** |
| 4.8.3.2 | Customer Service Representative Training | 4.8.2.2 | ***N/A*** |
| 4.8.3.3 | Establishment and Operations of Contractor Provided Hosting Services | 4.8.2.3 | ***N/A*** |
| 4.8.3.4 | Cardholder Customer Service Requirements | 4.8.2.4 | 10 |
| 4.8.3.5 | SNAP Retailer Customer Service | 4.8.2.5 | ***N/A*** |
| 4.8.3.6 | Retailer Customer Service Website | 4.8.2.6 | 10 |
| 4.8.3.7 | SNAP and TANF State and Local Agency/Office Assistance | 4.8.2.7 | ***N/A*** |
| 4.8.3.8 | Pay Phones | 4.8.2.8 | ***N/A*** |

| **4.9 PROJECT WIDE DISASTER RECOVERY AND SUPPORT**  |
| --- |
| **DELIVERABLE NUMBER** | **DESCRIPTION OF DELIVERABLE** | **ACTIVITY** | **STATE'S ESTIMATED****REVIEW TIME****(WORKING DAYS)** |
| 4.9.3.1 | Back-up Procedures | 4.9.2.1 | 10 |
| 4.9.3.2 | Disaster Functionality | 4.9.2.2 | 10 |
| 4.9.3.3 | Disaster Planning for Cardholder Support | 4.9.2.3 | ***N/A*** |
| 4.9.3.4 | Disaster Planning for Retailer Support | 4.9.2.4 | ***N/A*** |
| 4.9.3.5 | Disaster SNAP Purchases | 4.9.2.5 | ***N/A*** |
| 4.9.3.6 | Disaster Customer Service Support | 4.9.2.6 | ***N/A*** |

| **4.10 PROJECT WIDE EBT CARDS**  |
| --- |
| **DELIVERABLE NUMBER** | **DESCRIPTION OF DELIVERABLE** | **ACTIVITY** | **STATE'S ESTIMATED****REVIEW TIME****(WORKING DAYS)** |
| 4.10.3.1 | Non-Branded EBT Card | 4.10.2.1 | ***N/A*** |
| 4.10.3.2 | Card Sleeves | 4.10.2.2 | ***N/A*** |
| 4.10.3.3 | Card Distribution & Inventory Controls | 4.10.2.3 | ***N/A*** |
| 4.10.3.4 | Card Readers/PIN Devices | 4.10.2.4 | ***N/A*** |
| 4.10.3.5 | PIN Selection Process | 4.10.2.5 | ***N/A*** |
| 4.10.3.6 | Card Replacement | 4.10.2.6 | ***N/A*** |
| 4.10.3.7 | High-Coercivity Magnetic Strip | 4.10.2.7 | ***N/A*** |
| 4.10.3.8 | Annual Review | 4.10.2.8 | 10 |
| 4.10.3.9 | Track 2 Format | 4.10.2.9 | 10 |
| 4.10.3.10 | Primary Account Number (PAN) | 4.10.2.10 | 10 |
| 4.10.3.11 | Card Security Features | 4.10.2.11 | 10 |
| 4.10.3.12 | Card Obverse | 4.10.2.12 | 10 |
| 4.10.3.13 | Card Reverse | 4.10.2.13 | 10 |
| 4.10.3.14 | EBT Card Production & Management | 4.10.2.14 | ***N/A*** |
| 4.10.3.15 | Retailer Test Cards | 4.10.2.15 | ***N/A*** |

| **4.11 PROJECT WIDE ACCOUNT SET UP AND BENEFIT AUTHORIZATION**  |
| --- |
| **DELIVERABLE NUMBER** | **DESCRIPTION OF DELIVERABLE** | **ACTIVITY** | **STATE'S ESTIMATED****REVIEW TIME****(WORKING DAYS)** |
| 4.11.3.1 | Account Set-up and Benefit Authorization | 4.11.2.1 | 10 |
| 4.11.3.2 | EBT Account Structure | 4.11.2.2 | 10 |
| 4.11.3.3 | Benefit Types | 4.11.2.3 | 10 |
| 4.11.3.4 | Exception Transactions | 4.11.2.4 | 10 |
| 4.11.3.5 | User Identification/Authentication | 4.11.2.5 | 10 |
| 4.11.3.6 | Set-up EBT Account | 4.11.2.6 | 10 |
| 4.11.3.7 | Establish the EBT Account Number | 4.11.2.7 | 10 |
| 4.11.3.8 | EBT Account Maintenance | 4.11.2.8 | 10 |
| 4.11.3.9 | Maintain EBT Transaction History | 4.11.2.9 | 10 |
| 4.11.3.10 | Benefit Authorization | 4.11.2.10 | 10 |

 ***No changes.***

***Regarding 4.11.3.3 - The State will require D-SNAP benefit type, SNAP replacement benefit type and several Regular SNAP benefit types.***

| **4.12 SNAP/TANF REPORTS AND DATA REQUIREMENTS**  |
| --- |
| **DELIVERABLE NUMBER** | **DESCRIPTION OF DELIVERABLE** | **ACTIVITY** | **STATE'S ESTIMATED****REVIEW TIME****(WORKING DAYS)** |
| 4.12.3.1 | Electronic Reports | 4.12.2.1 | 10 |
| 4.12.3.2 | Daily and Monthly Activity Data Files | 4.12.2.2 | 10 |
| 4.12.3.3 | Standard Reports | 4.12.2.3 | 10 |
| 4.12.3.4 | Statistical Reports | 4.12.2.4 | 10 |
| 4.12.3.5 | Data Warehouse | 4.12.2.5 | 10 |
| 4.12.3.6 | Ad-Hoc Reporting Capability | 4.12.2.6 | 10 |
| 4.12.3.7 | General Reports | 4.12.2.7 | 10 |
| 4.12.3.8 | SNAP Specific Reports | 4.12.2.8 | 10 |
| 4.12.3.9 | TANF Specific Reports | 4.12.2.9 | 10 |
| 4.12.3.10 | USDA Data Files | 4.12.2.10 | 10 |

 ***No changes.***

| **4.13 PROJECT WIDE ACCOUNT PROCESSING**  |
| --- |
| **DELIVERABLE NUMBER** | **DESCRIPTION OF DELIVERABLE** | **ACTIVITY** | **STATE'S ESTIMATED****REVIEW TIME****(WORKING DAYS)** |
| 4.13.3.1 | Benefit Transfers | 4.13.2.1 | 10 |
| 4.13.3.2 | Pending Account Status | 4.13.2.2 | 10 |
| 4.13.3.3 | Establishing Benefits | 4.13.2.3 | 10 |
| 4.13.3.4 | Open and Closed Accounts | 5.13.2.4 | 10 |
| 4.13.3.5 | Pending Account Purge | 4.13.2.5 | 10 |
| 4.13.3.6 | Pending Benefit Void | 4.13.2.6 | 10 |
| 4.13.3.7 | Authorized Representative and Alternate Cardholders | 4.13.2.7 | 10 |
| 4.13.3.8 | Assign Protective Payees | 4.13.2.8 | 10 |
| 4.13.3.9 | Create Fraud Investigative Accounts | 4.13.2.9 | ***N/A*** |
| 4.13.3.10 | Demographic Change Updates | 4.13.2.10 | 10 |
| 4.13.3.11 | File Transmission Failure | 4.13.2.11 | 10 |
| 4.13.3.12 | User Security Profiles | 4.13.2.12 | 10 |
| 4.13.3.13 | Back-up and Contingency Requirements | 4.13.2.13 | 10 |
| 4.13.3.14 | Inspections, Audits and Investigations | 4.13.2.14 | 10 |
| 4.13.3.15 | Incident Reporting | 4.13.2.15 | 10 |
| 4.13.3.16 | SNAP Account Adjustments | 4.13.2.16 | 10 |
| 4.13.3.17 | Manage Aging Accounts | 4.13.2.17 | 10 |
| 4.13.3.18 | Expungements | 4.13.2.18 | 10 |

 ***No changes.***

| **4.15 SNAP/TANF TRANSACTION PROCESSING** |
| --- |
| **DELIVERABLE NUMBER** | **DESCRIPTION OF DELIVERABLE** | **ACTIVITY** | **STATE'S ESTIMATED****REVIEW TIME****(WORKING DAYS)** |
| 4.15.3.1 | System Accuracy | 4.15.2.1 | 10 |
| 4.15.3.2 | Transaction Interchange Specifications | 4.15.2.2 | 10 |
| 4.15.3.3 | Transaction Processing | 4.15.2.3 | 10 |
| 4.15.3.4 | Manual SNAP Transactions | 4.15.2.4 | 10 |
| 4.15.3.5 | SNAP Retailer Transactions | 4.15.2.5 | 10 |
| 4.15.3.6 | SNAP Transaction Validation | 4.15.2.6 | 10 |
| 4.15.3.7 | Invalid PIN Attempts | 4.15.2.7 | 10 |
| 4.15.3.8 | Hold Funds for SNAP | 4.15.2.8 | 10 |
| 4.15.3.9 | Interoperability Standard | 4.15.2.9 | 10 |
| 4.15.3.10 | Refunds | 4.15.2.10 | 10 |
| 4.15.3.11 | Congregate Living Transactions for SNAP | 4.15.2.11 | 10 |
| 4.15.3.12 | Key Entered SNAP Transactions | 4.15.2.12 | 10 |
| 4.15.3.13 | Farmers’ Market/Direct-Marketing Farmers’ Support | 4.15.2.13 | 10 |
| 4.15.3.14 | ACH Transactions | 4.15.2.14 | 10 |
| 4.15.3.15 | Returns with SNAP | 4.15.2.15 | 10 |
| 4.15.3.16 | Paper Vouchers (SNAP Only) | 4.15.2.16 | 10 |
| 4.15.3.17 | Voucher Clear Transactions (SNAP Only) | 4.15.2.17 | 10 |
| 4.15.3.18 | Online Purchasing/Internet Shopping | 4.15.2.18 | 10 |

 ***No changes.***

| **4.16 SNAP/TANF SPECIFIC REQUIREMENTS PROGRAM** |
| --- |
| **DELIVERABLE NUMBER** | **DESCRIPTION OF DELIVERABLE** | **ACTIVITY** | **STATE'S ESTIMATED****REVIEW TIME****(WORKING DAYS)** |
| 4.16.3.1 | TANF Blocking | 4.16.2.1 | 10 |
| 4.16.3.2 | SNAP Accounting and Reconciliation | 4.16.2.2 | 10 |
| 4.16.3.3 | TANF Settlement and Reconciliation | 4.16.2.3 | 10 |

 ***No changes.***

29. Section 4.6.2.15 (page 59): Customer Help Desk testing is required during the UAT process. However, prior to a conversion, the Help Desk is not operational. Please clarify what is entailed in the testing of the Customer Help Desk during UAT.

***As part of the UAT, the EBT Contractor shall be prepared to test the Customer Help Desk ARU (if applicable), Participant Web Portal (if applicable) and WIC vendor Web Portal, including, but not limited to, the ability to perform applicable functions, access and retrieve applicable information and files, and upload files. Testers will test the viability of file formats and data contents.***

30. Section 4.7.2.3 (page 62) and Section 4.14.2.16.K (page 145): EBT Contractors provide user materials to Exempt EBT-only retailers to whom they provide POS equipment. TPPs provide training and materials to the retailers supported through their integrated systems. Will the State confirm that the EBT Contractor is only required to provide user materials to the Exempt EBT-only retailers they support?

 ***YES. WIC requires this information for all vendors using stand beside POS devices.***

31. Section 4.7.2.3 (page 62): Please clarify the reference to “uploading the vendor claim file.” This process is relevant to offline WIC processing.

***“uploading the vendor claim file” – A transaction or a collection of transactions submitted for payment in a single file by a retailer/vendor.***

32. Section 4.7.2.7 (page 63) and Section 4.7.2.8 (page 64): We have a proven process and successful track record of training State trainers on the functionality of our system through webinar training sessions. The data elements, information and processes that the staff will be trained on will already be familiar to them since the State has a mature EBT program. Therefore, will the State consider allowing the hands-on training sessions to be conducted via webinar?

 ***Training via webinar is acceptable.***

33. Section 4.8 (page 66) and Section 4.8.2.1.D (page 67): Section 4.8 says help desk calls must be answered from 8 am to 6 pm PT, Monday through Friday at a minimum, which in context appears to apply to cardholders, retailers and State staff.  In Section 4.8.2.1.D, access to live customer service representatives is required 24 hours per day, seven days per week for cardholders and retailers.  Would the State please clarify the hours of live customer service support it is seeking for cardholders and retailers?

***The State requires 24 hour live customer service support.***

34. Section 4.8.2.1.C (page 67): Please confirm that “IVR algorithms” is the same as the IVR call flow and prompts which a caller will hear once they enter a card number.

 ***Yes.***

35. Section 4.8.2.1.E (page 67): Please confirm that the State will provide the TTY number.

***The Contractor must provide TTY capability to cardholders with hearing disabilities and help desk support for clients using rotary phones. RFP states “Must be provided” see reference above.***

36. Section 4.8.2.4 (page 68): Upon receipt of the randomly requested call monitoring session, will the State allow the EBT Contractor 48 hours to establish the call monitoring session?

 ***The State agrees to the 48 hour request.***

37. Section 4.8.2.8 (page 72): The title of this requirement is “Pay Phones” however the requirement has to do with toll-free calls paid for by the State. Is the EBT Contractor required to accept calls from pay phones? May the cost of pay phone calls be passed on to the State?

***The State currently requires vendor to accept pay phone calls paid for by the State.***

38. Section 4.9.2.2 (page 73): The title of this requirement is “Pay Phones” however the requirement has to do with toll-free calls paid for by the State. Is the EBT Contractor required to accept calls from pay phones? May the cost of pay phone calls be passed on to the State?

 ***Refer to question 37 of this amendment.***

39. Section 4.10.2.9 (page 84) and Section 4.10.2.10 (page 84): The Track 2 Layout table in Section 4.10.2.9 lists the Discretionary Data field as a 2-digit number, however, the paragraph description in Section 4.10.2.10 says the Discretionary Data field is a three-digit number. Would the State please clarify the correct length of this field?

 ***Discretionary Data field length is 2***

40. Section 4.12.2.8 (pages 109 - 110): Within the requirement for ACH Activity Reports, the State has required the inclusion of each retailer’s bank account number. Providing such information for all retailers performing transactions on a single report presents a security concern. Please explain the value to the State of including the bank account number.

***Not applicable. This requirement is no longer valid.***

41. Section 4.13.2.1 (page 114): Is the State currently using the benefit transfer functionality as described in Section 4.13.2.1? If so, what is the monthly volume of transfers?

 ***The State declines to disclose this information.***

42. Section 4.13.2.16.D (page 118) and Section 4.15.2.9.B (page 171): Requirement 4.13.2.116.D states, “Nevada does not allow ‘holds’ may be placed on funds in a cardholder account for system errors.” Requirement 4.15.2.9.B states, “B.     At the discretion of Program staff, a hold may also be placed on a cardholder’s account in anticipation of a potential debit adjustment to the account to correct a system error.” Please confirm which requirement is correct.

 ***Nevada does not currently place holds on cardholder accounts.***

43. Section 4.14 (page 121): This task 4.14, Nevada WIC Programs Specific Scope of Work, contains more than 40 pages of requirements. Will the State increase the 5-page limit for the required response to this task?

 ***Refer to question 6 of this amendment.***

44. Section 4.14.2.13 (page 132): Please clarify the reference to “Nevada EBT and TANF Cash Benefit staff” contained in the second paragraph of this response which is related to WIC EBT settlement and reconciliation.

***Requirement should state Nevada EBT staff.***

45. Section 4.14.2.13 (page 132): Please clarify the reference to “Cash benefits” in the seventh paragraph of this requirement. Vendors accepting WIC EBT cards will receive settlement funds or the WIC EBT transactions they processed; vendors will not receive “cash benefits”.

 ***WIC Vendors receive settlement funds for EBT transactions.***

46. Section 4.14.2.17.D (page 148): The Nevada WIC programs do not currently have CSR support provided by the WIC EBT Contractor. Please confirm that CSR support will be required for the Nevada WIC programs under the new contract.

***Yes. The Nevada WIC Program currently does have Customer Service Representative (CSR) support and CSR support will be required 24/7 in the new contract as well.***

47. Section 4.14.2.17.D (page 148) and 4.8.2.F (page 67): Should CSR support be required for WIC cardholders, it is required to be provided on a 24/7 basis. However, CSR support for SNAP/TANF cardholders is required to be provided 8:00 AM to 6:00 PM Pacific Time Monday through Friday. As this may be confusing to recipients that have both a SNAP/TANF card and a WIC EBT card, will the State agree to make the CSR hours of support 8:00 AM to 6:00 PM Pacific Time Monday through Friday for all programs?

 ***Refer to question 33 of this amendment.***

48. Section 4.15.2.12 (page 172): Is the State currently using the congregate living benefit transfer functionality described in item 2 in Section 4.15.2.12? Will the State allow the Contractor to install a POS device in the facility enabling cardholders to pay the facility as they would any other FNS-authorized merchant?

 ***Yes.***

49. Section 4.16.2.2 (page 179) and Section 4.16.2.3 (page 180): We understand that the State would like to be able to separate SNAP and TANF settlement and reconciliation activities. The methods, systems, and reports in place to execute settlement and reconcile the programs are nearly identical (with the main difference being the funding methods and a few reconciliation reports) and run concurrently each day (and have for nearly 30 years). With that in mind, it is possible to describe the settlement and reconciliation activities separately for SNAP and TANF, but there seem to be several SNAP requirements that appear in the TANF settlement section (Section 4.16.2.3), while the requirements for SNAP settlement (Section 4.16.2.2) do not include the same level of detail required for TANF settlement and reconciliation. For example, within the TANF settlement section (Section 4.16.2.3) under letter “E,” the requirement states that “The EBT contractor shall meet Supplemental Nutrition Assistance Program reconciliation requirements of 7CFR§274.8 and FNS EBT Reconciliation and Settlement Guidance.” We request that the State carefully review these sections and combine them into one comprehensive settlement and reconciliation section (while maintaining the request for the EBT contractor to describe the process for each benefit program if that is the information you would like to see). If the State prefers to keep the sections separate, edits should be made to the RFP to ensure the items specific to a benefit program are included in the correct section, and even potentially add a section for items that cover both programs (for example, Section 4.16.2.3, letter “F,” which asks the bidder to determine the amount of Federal funds (SNAP benefits) and the amount of State funds (TANF benefits) necessary to reimburse the settlement account).  If the State chooses to keep the sections separate, there is the potential to have quite a bit of repeated information submitted by the bidder.

 ***The State has no planned revisions for question 49 at this time.***

50. Section 5.1.9 (page 185) and Section 5.1.10 (page 185): Both of these requirements are asking for company background and history related to the provision of services described in the RFP. Please clarify the difference between these two requirements.

***Section 5.1.9 is asking for company background/history. Section 5.1.10 is asking for length of time.***

51. Section 5.1.11.3 9page 186): Will the State accept the URL to a bidder’s most recent Annual Report in response to this requirement for the last two years of Profit and Loss Statements and Balance Statements?

 ***No.***

52. 6. (page 193): This section states that proposers may include a narrative to explain their pricing approach or components. Where within their proposals should bidders include such explanations? There does not appear to be an appropriate place within the Excel workbook.

 ***Within vendors response they should refer to the appropriate section they are responding too.***

53. Section 6.1 (page 193): Where in their proposals are bidders to include the “detailed backup” that is to be provided for all cost schedules completed, and what type of information is the State seeking in the detailed backup description?

 ***Refer to question 52 of this amendment.***

54. Section 6.1.6.3 9 (page 196): Section 9, Optional Services, of tab 6.1.6 Other Associated Costs seems to align to the “Optional EBT fee for services” referenced in this section. Where in their cost proposals are bidders to include “Optional services that may increase or decrease the offered CPCM”?

 ***Refer to question 52 of this amendment.***

55. Section 6.1.8.1 (page 197): Requirement 6.1.8.2 requires a firm, fixed hourly rate, which by definition wouldn’t change. However, Requirement 6.1.8.1 states that prices quoted for change orders/regulatory changes must remain in effect for six months after the State’s acceptance of system implementation, which implies the hourly rates could be modify after six months. Will the State clarify the intent of the short term change request rate?

 ***This statement is to ensure the hourly rate submitted in a vendor’s proposal remains in effect until such time a contract is drafted and then becomes binding.***

56. Section 9 (page 199): With regard to the RFP Timeline, will the State consider allowing a second round of questions? Bidders often have follow-up questions to the State’s responses to the initial set of questions.

 ***Yes. The timeline is revised as follows.***

| **Task** | **Date/Time** |
| --- | --- |
| Deadline for submitting questions | 8/31/17 @ 12:00 PM |
| Answers posted to website  | On or about 9/12/17  |
| Deadline for submitting round 2 questions | 9/22/17 @ 12:00 PM |
| Answers posted to website | On or about 10/04/17 |
| Deadline for submittal of Reference Questionnaires | No later than 4:30 PM on11/20/17 |
| Deadline for submission and opening of proposals | No later than 2:00 PM on **11/21/17**  |
| Evaluation period (approximate time-frame) | 11/22 ~ 12/13/17 |
| Vendor Presentations (approximate time-frame) | 1/8 ~ 1/9/18 |
| Selection of vendor  | On or about 1/9/18 |
| Anticipated BOE approval | 4/10/18 |
| Contract start date (contingent upon BOE approval) | On or about 6/1/18 |

57. Section 9 (page 199): Given holiday travel that may still be occurring, will the State consider moving the approximate time frame for Vendor Presentations to the week of January 8, 2018?

 ***Yes. Refer to revised timeline in question 56 of this amendment.***

58. Section 10.1.4 (page 200): Will the State confirm the reference to Section 11.3 and 11.5 in this requirement should be 10.3 and 10.5?

 ***Yes.***

59. Section 10.2.2.5 (page 202): Does the State intend for vendors to provide responses to RFP Section 3 in their proposal Section V – System Requirements?

 ***Yes.***

60. Section 10.2.2.10 (page 202): Please confirm that “Other Informational Material” should be Section X of the bidder’s proposal.

 ***Yes.***

61. Section 11.1 (page 205): Please provide the number of points available for each criterion provided in the table in this section.

 ***Vendors are scored 1-10.***

62. Section 11.1 (page 205): Which specific RFP sections align to the following criteria: (1) Demonstrated competence; (2) Experience in performance of comparable engagements; (3) Conformance with terms of this RFP; and (4) Expertise and availability of key personnel?

 ***Throughout the RFP each criteria will play a role.***

63. Section 11.1 (page 205): How will “Demonstrated competence” be determined and scored?

 ***Refer to question 62 of this amendment.***

64. Section 11.1 (page 205): Will “Experience in performance of comparable engagements” be evaluated and scored based on bidders’ responses to RFP sections 5.1 Vendor Information and 5.2 Subcontractor Information, or will it be based on responses to RFP section 5.3 Business References?

 ***Refer to question 62 of this amendment.***

65. Section 11.1 (page 205): Will “Expertise and availability of key personnel” be evaluated and scored based on bidders’ responses to RFP sections 3 System Requirements and 4 Project Wide Scope of Work, or will it be based on responses to RFP sections 5.6 through 5.13?

 ***Refer to question 62 of this amendment.***

66. Section 11.1 (page 205): Please provide an example of the Cost calculation using realistic numbers and the actual cost points available in the equation provided in this section.

 ***Please refer to Section 11.1 of the RFP.***

67. Section 12.3.4 (page 211): EBT Contractors have developed efficient and effective project management processes which include support from highly experienced staff in a centralized location. Mature EBT projects typically do not require EBT Contractor staff to be onsite to run smoothly and within contractual requirements. While key staff and support staff will be available on-site in Carson City as needed, there isn’t a need to have project management staff located full time in Carson City. Will the State remove this requirement?

***The State modifies this requirement (12.3.4.1) as follows:***

***“The contractor shall be required to have its project management staff accessible for the duration of the project.”***

68. Section 12.3.8.1 (page 213): Will the State confirm the reference to section 13.3.8.2 should be 12.3.8.2?

 ***Correct.***

69. Section 12.3.8.2 (page 213): Upon receipt of a requested change order, significant effort is required to determine the scope, estimated cost, alternative solutions, testing plans, etc. Would the State modify this requirement to allow for such information to be submitted to the State within 30 days rather than 15 working days of the receipt of the change?

***The State agrees to 15 working days or a mutually agreed upon timeframe, depending on the scope of work change.***

70. Section 12.3.11.14 (page 217):    Will the State confirm the reference to section 13.3.11 should be 12.3.11?

 ***Yes.***

71. Section 12.3.12.5 (page 218): Will the State confirm the reference to section 13.3.12.2 should be 12.3.12.2?

 ***Yes.***

72. Section 12.3.18.5 (page 220): Will the State confirm the reference to section 13.3.18.2 should be 12.3.18.2?

 ***Yes.***

73. Attachment B (page 224): Item 6 of this Vendor Certifications page allows bidders to include exclusions to RFP conditions and provisions and instructions that they are to be provided in writing within the proposal.  How will any such exclusions be evaluated and scored?

 ***Refer to question 62 of this amendment.***

74. Attachment I (page 1): Will a flash drive be acceptable in lieu of a CD?

 ***Yes.***

75. Attachment I (page 1): Within the Cost Proposal Instructions, reference is made to “Attachment L, Cost Proposal Certification of Compliance with Terms and Conditions of RFP,” however that document was not provided with the RFP and its attachments. Please provide.

 ***Not applicable.***

76. Attachment I (page 10): The second column of the table contained on tab 6.1.2, Dev-Data Conversion Envir, asks for the “Description of Proposed Hardware and/or Software” but the rows are already pre-filled with “Firm Fixed Price” items. Please clarify what bidders are to include in the rows of this table.

***If the vendor has additional information to provide, this information can be documented in the blank lines.***

77. Attachment I (pages 13-14): On Tab 6.1.5, Production Environment, the row including the “Subtotal for 6.1.5” is a sum total of each cost item included in the table. However, for each type of equipment both a purchase price and a lease price are included. How will this cost information be evaluated without double counting the equipment cost since the State will either purchase the equipment or lease it but not incur both expenses?

***The State only pays for leases for group living arrangements and does not intend to purchase POS devices as this time.***

78. Attachment I (page 14): Regarding Tab 6.1.5, Production Environment, for which programs are the High Speed Embossers intended to be used?

***Please provide, for each program, separate costs for embossed cards and cards without embossing.***

79. Attachment I (page 14): Will the High Speed Embossers be needed because the State will further personalize the cards by adding cardholder name in addition to the PAN already included on the card?

***No.***

80. Attachment I (page 14): Will the High Speed Embossers be required to integrate to the State’s eligibility systems or any other State system?

***No.***

81. Attachment I (page 18): On Tab 6.1.6, Other Associated Costs, will the State provide the requirement number where the “basic level of service” is defined as referenced in item 9 EBT Optional Services on this tab?

***If the total number of calls exceeds five (5) times the number of active cases in the month, excluding calls for single call PIN selection/reset, the additional calls may be charged to the State on a per call basis.***

***However, should call volume excluding calls for single call PIN selection/reset, exceed five (5) times the number of active cases due to system failures, including inability to access cardholder website, or errors by the EBT Contractor, the five (5) call limit will be waived in that month.***

82. Attachment I (page 18): On Tab 6.1.6, Other Associated Costs, in item 9 there is a reference to 300 hours of professional services, however only 200 are required within the RFP technical requirements. Section 4.12.2.5.I requires 100 hours related to changes for the SNAP/TANF data warehouse and Section 4.14.2.18.G.9 references 100 hours related to changes for the WIC data warehouse. Will the State modify this tab to reflect the 200 hours as included in the technical requirements?

***Adjust wording to include 300 hours DWSS – 100 hours for WIC***

83. Attachment I (page 18): On Tab 6.1.6, Other Associated Costs, will the State clarify what programs and services are to be included in the “Disaster Services” as referenced in item 9?

Would this be in addition to section 4.9 Projected Wide Disaster Recovery and Support?

***No. These costs can be listed/detailed in 4.9.***

84. Attachment I (page 18): How is “Disaster Services” as referenced on Tab 6.1.6 in item 9 different from 4.9 Project Wide Disaster Recovery and Support included on Tab 6.1.1 Detailed Del Cost Schs?

***Refer to question 82 of this amendment.***

85. Attachment L, Appendix E (page 2): With regard to Scheduled Maintenance, the requirement is for the maintenance window not to exceed two hours. Due to the need to move code, conduct verifications by multiple parties and complete related internal communications, the maintenance window is typically three hours. In rare instances, the window may need to be as long as five hours. Will the State consider modifying this requirement to allow for maintenance windows of three to five hours?

***The requirement gives additional time to the vendor for maintenance if agreed to by the State.***

86. Attachment L, Appendix E (page 2): With regard to the 100% standards throughout this Appendix related to settlement, benefit posting and availability, transaction response time, help desks, equipment installations, and retailer access to the system, will the State consider modifying these requirements to 99.8% As written, one mistake in 5 years for any of these requirements could result in a deficiency. There is zero room for error. While we agree that accurate processing and stakeholder support are critical and we strive for 100% accuracy, declaring a deficiency for anything less than 100% accuracy is onerous on the EBT Contractor.

 ***Settlement, benefit posting and availability are set at 100% - no change.***

***Transaction response time requirement is 100%, however the performance deficiency is 98% - no change.***

***Customer and Retailer Service Help Desk calls will be changed to ‘All Customer Service Representative calls will be answered 99.8% of the time.***

***Equipment Installation and Access to System states 100%, however this is over a period of 14 calendar days for equipment installation and 30 days for access to the system. – no change.***

87. Attachment L, Appendix E (page 3): 100% of Customer Service Representative calls are required to be answered. This standard is not achievable as the EBT Contractor cannot prevent callers from hanging up. As written, the EBT Contractor would be penalized for callers that hang up because they selected the wrong option on the IVR and didn’t intend to be transferred to a CSR, or hang up because they have another call coming in, or need to hang up for any of a number of reasons that are outside of the control of the EBT Contractor. Will the State consider modifying this requirement to take a reasonable call abandonment rate into consideration?

***Refer to question 86 of this amendment.***

88. Attachment L, Appendix E (pages 3 - 4): Will the State consider modifying item #4 regarding Customer and Retailer Service Help Desks to indicate that a minimum staffing level shall be maintained at all times during designated business hours as mutually defined by the EBT Contractor and the Project Management Team?

 ***Yes.***

89. Attachment L, Appendix E (page 4): Will the State modify this requirement to include notice from the SNAP and TANF programs in addition to notice from the WIC Program?

 ***Yes.***

90. Attachment L, Appendix E (page 6): With regard to Adhoc reporting and technical support, would the State modify the timeframes in this requirement to be mutually agreed upon? Often, depending on the scope of a request, a request may be fulfilled much quicker than 7 days and other times slightly longer.

 ***Yes.***

91. RFP Section 9, pg. 203

RFP Language:

Deadline for submitting questions

Question:

Given the size and scope of this proposal and to ensure that all Vendors understand the RFP requirements completely, will the State consider allowing a second round of questions for follow up?

Possibly due mid-September with answers due around the end of September?

 ***Refer to question 56 of this Amendment.***

92. RFP Section 2.1, pg. 5

 RFP Language:

 The Nevada State WIC Program is located within the Department of Health and Human Services, Division of Public and Behavioral Health. Nevada State WIC serves an average 69,000 monthly participants and 45,000 households per month. WIC services are provided at approximately 46 WIC clinics.  The Nevada WIC Program has approximately 243 staff members, of which approximately 225 are working in the local clinics.

 Question:

 Will the State please provide the case load information for SNAP and TANF for the last 12 months?

 ***FY2017***

***SNAP Caseload Totals 2,563,852***

 ***TANF Caseload Totals 41,902***

***Combined SNAP-TANF Caseload 70,300***

93. RFP Section 2.1, pg. 5

RFP Language:

The Nevada WIC Programs are currently in the process of implementing the Mountain Plain State Consortium (MPSC) State Agency Model (SAM) MIS as the Nevada WIC Programs’ certification system.

 Question:

 When is the current MPSC project expected to be completed?

 ***May 2018***

94. RFP Section 3.2.9.1, pg. 18

 RFP Language:

 The EBT contractor deployed POS terminals, including wireless terminals for farmers’ markets.

 Question:

 How many wireless terminals are currently deployed to farmer’s markets?

 ***One (1)***

95. RFP Section 4.1.1, pg. 33

 RFP Language:

 Bids will not be accepted from bidders that choose to bid on only one of the two systems.

 Question:

 Please confirm that the contracts for EBT and WIC services will be awarded to a single contractor.

 ***Yes, one contractor, two separate contracts.***

96. RFP Section 4.1.3, pg. 34

 RFP Language:

Vendor's response must be limited to no more than five (5) pages per task not including appendices, samples and/or exhibits.

 Question:

 Please clarify what is meant by “per task” as it relates to page limits. For example, is RFP Section 4.14 (pg. 123) considered a task? Or is RFP Section 4.14.2.1 (pg. 124) also considered a task?

In our example used above, RFP Section 4.14.2, spans over 17 pages, covers 19 subjects (subsections 4.14.2.1 through 4.14.2.19), with one subsection (4.14.2.18) alone having requirements items A through MM.

Given the variations in length of RFP Sections, would the State consider removing the page limit as long as Vendors are conscious of the brevity of their responses? If not, will the State at least consider revising the page limitation requirement for longer sections?

***Refer to question 6 of this amendment.***

97. RFP Section 4.1.3, pg. 34

RFP Language:

Vendor's response must be limited to no more than five (5) pages per task not including appendices, samples and/or exhibits.

 Question:

Please confirm the 5-page limit only includes our response and does not include the RFP requirements text.

***Refer to question 6 of this amendment.***

98. RFP Section 3.2.14.3, pg. 22

 RFP Language:

 The EBT contractor shall be required to deploy POS equipment to authorized retailers that have commercial POS services. If the SNAP staff directs, the EBT contractor shall provide specified retailers with a POS terminal for balance inquiry. There are approximately ten SNAP authorized farmers’ markets who utilize an EBT-only device.

 Question:

 How many POS devices are currently deployed for balance inquiries only?

 ***None.***

99. RFP Section 4.9.2.2.E, pg. 76

 RFP Language:

E. Vault Cards:  If a disaster has been declared, emergency vault cards with pre-assigned PINs shall be shipped via overnight express, on the same day of the State’s request, to issuance sites. The State will determine the number of cards required for same day shipment.

 Question:

Please provide the number of disaster cards required to be on hand for immediate shipping.  Also, please provide the number of disaster cards issued during 2014, 2015 and 2016.

***There have been no disasters in NV for those years. We would request between 50,000 and 200,000 depending on the disaster and location.***

100. RFP Section 4.10.2.1.B, pg. 81

 RFP Language:

The EBT contractor shall be required to provide cards using an updated card design or using the art work from the current design for the Nevada SNAP and TANF cards and for Nevada WIC and ITCN WIC. The EBT Program staff will provide input to the design process for their Programs’ cards and reserve the right for prior approval of any changes in the card design or in information printed on the card and card sleeve.

 Question:

Is it the State’s intent to reissue all cards before implementation or replace cards with the new design through attrition?

***Nevada will replace cards with new design through attrition.***

 Will the current vendor be required to also meet the same requirement?

 ***Yes, if the State chooses to have embossed cards.***

101. RFP Section 4.10.2.6, pg. 84

 RFP Language:

SNAP/TANF clients may go to a local office to acquire a replacement card or they may contact the EBT contractor to have a replacement card mailed. SNAP/TANF clients must always report a lost/stolen/damaged card to the EBT contractor’s IVR for liability purposes.

 Question:

Can the State provide the statistics for the number of card replacements occurring in local offices and those replaced by the current contractor over the last 12 month period?

***Approximately 330,000 over the counter replacement cards and approximately 40,000 mailed replacement cards.***

102. RFP Section 4.11, pg. 89

 RFP Language:

Nevada EBT programs generate the account set-up and benefit authorization files and records by benefit type based upon activity occurring within the Programs’ certification/eligibility systems.

 Question:

 Please provide the record formats for EBT account set-up and benefit authorization files.

 ***For WIC:***

***For information regarding required data formats for exchange of data, please contact the Mountain Plains User Group Project Management Organization Team at*** mp-ug-pmo@maximus.com .

 ***For DWSS:***

### ***Demographic Header Record***

| Field # | Description | Length | Field Position | Type | Comments | R/O |
| --- | --- | --- | --- | --- | --- | --- |
| 1 | Record Type | 2 | 1-2 | X | "HD" | R |
| 2 | Transaction Type | 8 | 3-10 | X | "NVCCUPDT" - Daily Demographics | R |
| 3 | Date | 8 | 11-18 | 9 | CCYYMMDD | R |
| 4 | Time | 8 | 19-26 | 9 | HHMMSSSS | R |
| 5 | Control Number | 6 | 27-32 | 9 | Incremented by 1 each time sent. Unique to transaction type. | R |
| 6 | State ID | 2 | 33-34 | 9 | "NV" |  |
| 7 | Reserved for State | 25 | 35-59 | X |  | R |
| 6 | Filler | 237 | 60-296 | X | Reserved for J.P. Morgan use. | R |
| 8 | Response Code | 4 | 297-300 | X | Initialize to "0000"—no errorsBatch level error codes will be returned. | R |

***Record Length – 300 characters***

### ***Demographic Detail Record***

| Field # | Description | Length | Field Position | Type | Comments | R/O |
| --- | --- | --- | --- | --- | --- | --- |
| 1 | Record Type | 2 | 1-2 | X | "DT" | R |
| 2 | Action Code | 2 | 3-4 | X | * 01 - New Account Setup/Change (Primary/Alternate Indicator = 01)
* 05 - New Authorized Rep/Alternate Payee (Primary/Alternate Indicator = 02 or 03)
 | R |
| 3 | State-unique Identifier | 13 | 5-17 | X | Left justified—My Person ID (9 position numeric treated as alpha) used by NevadaMust be unique statewide. | R |
| 4 | Primary/ Alternate Indicator | 2 | 18-19 | X | * 01 = Primary
* 02 = Authorized Representative
* 03 = Alternate Payee
 | R |
| 5 | Cardholder Access | 1 | 20 | X | * 0—Prohibited from all
* 1—SNAP (cardholder may access SNAP account, but not cash)
* 2—Cash (cardholder may access cash account, but not SNAP account)
* 3—Both (cardholder may access either the SNAP or the cash account)
 | R |
| 8 | Social Security Number | 9 | 21-29 | 9 | Must be numeric. If SSN is not known, zeros will be sent. SSN will be used as the second security identifier for IVR PIN selection. * AR SSN = AR SSN
* PP SSN = PP SSN
 | R |
| 9 | Telephone | 10 | 30-39 | 9 | If available must be numeric; if not known, zeros will be sent | O |
| 10 | First Name | 20 | 40-59 | X | Alpha characters or spaces only. No special characters. | R |
| 11 | Middle Initial | 1 | 60 | X | Alpha characters or spaces only. No special characters. | O |
| 12 | Last Name | 30 | 61-90 | X | Alpha characters, spaces and hyphens only. No special characters. Jr. or Sr. may be part of last name or first name. | R |
| 13 | Address-1 | 30 | 91-120 | X | First line may be blank.J.P. Morgan must look for both lines; one line must be present. | O |
| 14 | Address-2 | 30 | 121-150 | X | Special characters may be used if this address line used. | R |
| 15 | City | 25 | 151-175 | X | Note: City & State reside in same address line in the eligibility system and will separate out. | R |
| 16 | State | 2 | 176-177 | X | Two-digit state postal code. | R |
| 17 | Zip | 9 | 178-186 | X | Must be either 9 numeric characters or 5 numeric characters followed by 4 spaces. | R |
| 18 | Field Office Code | 5 | 187-191 | X | ROCC=Reg. Office, county | R |
| 19 | Date of Birth | 8 | 192-199 | 9 | CCYYMMDD | R |
| 20 | Card/PIN Issuance Code | 1 | 200 | X | * "1" – Original issuance
* "9" – Do not issue card (used if a demographic change is being requested but a new card should not be mailed.)
 | R |
| 21 | Drop Ship Code | 1 | 201 | X | * N—No
* Y—Yes (not used by Nevada currently)
 | O |
| 22 | Language Indicator | 1 | 202 | X | * E—English
* S—Spanish
 | R |
| 23 | Reserved for State | 25 | 203-227 | X |  | R |
| 24 | Filler | 65 | 228-292 | X | Reserved for J.P. Morgan – blank fill. | R |
| 25 | Error | 4 | 293-296 | X | Error codes. | R |
| 26 | Response Code | 4 | 296-300 | X | 0000—no errors.Must be initialized to “0000”. Batch level error codes will be returned. | R |

***Record length – 300 characters***

### ***Demographic Trailer Record***

| Field # | Description | Length | Field Position | Type | Comments | R/O |
| --- | --- | --- | --- | --- | --- | --- |
| 1 | Record Type | 2 | 1-2 | X | "TR" | R |
| 2 | Transaction Type | 8 | 3-10 | X | Must match header. | R |
| 4 | Date | 8 | 11-18 | 9 | Must match header. | R |
| 5 | Time | 8 | 19-26 | 9 | Must match header. | R |
| 3 | Control Number | 6 | 27-32 | 9 | Must match header. | R |
| 6 | Total Detail Records | 6 | 33-38 | 9 | Total number of detail records. | R |
| 7 | Reserved for State | 25 | 39-63 |  |  | O |
| 8 | Filler | 233 | 64-296 | X | Reserved for J.P. Morgan use. | R |
| 9 | Response Code | 4 | 297-300 | X | "0000" – no errors. | R |

***Record length – 300 characters***

### ***Benefit Header Record***

| Field # | Description | Length | Field Position | Type | Comments | R/O |
| --- | --- | --- | --- | --- | --- | --- |
| 1 | Record Type | 2 | 1-2 | X | "HD" | R |
| 2 | Transaction Type | 8 | 3-10 | X | NVFSBEUP (daily FS)NVCSBEUP (daily Cash)NVFSBERP (daily FS benefit repayment)NVCSBERP (daily Cash benefit repayment) | R |
| 3 | Date | 8 | 11-18 | 9 | CCYYMMDD | R |
| 4 | Time | 8 | 19-26 | 9 | HHMMSSSS | R |
| 5 | Control Number | 6 | 27-32 | 9 | Incremented by 1 each time sent. Unique to transaction type. | R |
| 6 | State ID | 2 | 33-34 | X | Must be "NV" | R |
| 7 | Reserved for State> | 15 | 35-49 | X |  | R |
| 8 | Profile Number | 9 | 50-58 | 9 | * 320010001 – Food Stamps
* 320020001 – Cash
 | R |
| 9 | Filler | 78 | 59-136 | X | Reserved for J.P. Morgan use. | R |
| 10 | Response Code | 4 | 97-100 | X | Initialize to "0000" (no errors). Batch level error codes will be returned. | R |

***Record Length – 140 characters***

### ***Benefit Detail Record***

| Field # | Description | Length | Field Position | Type | Comments | DT01 |
| --- | --- | --- | --- | --- | --- | --- |
| 1 | Record Type | 2 | 1-2 | X | "DT" |  |
| 2 | Action Code | 2 | 3-4 | X | * “01” = Update/ Post / Pend
* “02” = Pending Void
* “03” = Batch Unpost/Repayment
 | R |
| 3 | Benefit Type | 6 | 5-10 | X | See DWSS Benefit Types (Batch Benefit File) on page **Error! Bookmark not defined.**.Field will be left justified, right blank filled | R |
| 4 | Credit/ Debit Indicator | 2 | 11-12 | X | * “CR” = Credit for action code “01”
* “DB” = Debit for action codes “02” & “03”
 | R |
| 5 | State Unique ID | 13 | 13-25 | X | Left justified—My Person ID (9 position numeric treated as alpha) used by NevadaMust be unique statewide. | R |
| 6 | Issued Benefit Amount | 7 | 26-32 | 9(5)V99 |  | R |
| 7 | Available Date | 8 | 33-40 | 9 | CCYYMMDD—Mandatory for next day issuance  | R |
| 8 | Benefit Period Date | 6 | 41-46 |  | CCYYMMDD (month of benefit payment) |  |
| 9 | Authorization Number | 16 | 47-62 | X | Left justified* FS = YY+7 digit unique sequence.
* CA = 8 pos sequential

(SNAP and cash EBT Authorization Numbers must be mutually exclusive and always unique intra- and inter-program.) | R |
| 10 | Field Office Code | 5 | 63-67 | X | Nevada local office code.  |  |
| 11 | Reserved for State use | 15 | 68-82 | X | Audit Batch Number—7 bytes right justified echo back to Nevada; 2 bytes, left justified, Caseload |  |
| 12 | Filler | 50 | 83-132 | X | Set field to blanks. | R |
| 13 | Error Code | 4 | 133-136 | X | Error codes | R |
| 14 | Response Code | 4 | 137-140 | X | 0000 = no errorsMust be initialized to “0000”. Batch level error codes will be returned here. | R |

***Record Length – 140 characters***

### ***Benefit Trailer Record***

| Field # | Description | Length | Field Position | Type | Comments | R/O |
| --- | --- | --- | --- | --- | --- | --- |
| 1 | Record Type | 2 | 1-2 | X | "TR" | R |
| 2 | Transaction Type | 8 | 3-10 | X | Must match header. | R |
| 3 | Date | 8 | 11-16 | 9 | Must match header. | R |
| 4 | Time | 8 | 17-24 | 9 | Must match header. | R |
| 5 | Control Number | 6 | 25-32 | 9 | Must match header. | R |
| 6 | Credit Count | 6 | 33-38 | 9 | Total "add" detail records. | R |
| 7 | Debit Count | 6 | 39-44 | 9 | Total benefit void and/or repayment records. | R |
| 8 | Credit Amount | 10 | 45-54 | 9(9)V99 | Total dollars for all credit records. | R |
| 9 | Debit Amount | 10 | 55-64 | 9(9)V99 | Total dollars for all benefit void and/or repayment records. | R |
| 10 | Total Detail Records | 6 | 65-70 | 9 | Total count of all detail records |  |
| 11 | Reserved for State | 15 | 71-85 | X | Audit Batch Number—7 bytes right justified ECHO back to Nevada; 2 bytes, left justified, Caseload |  |
| 12 | Filler | 51 | 86-136 | X | Reserved for J.P. Morgan use | R |
| 13 | Response Code | 4 | 137-140 | X | "0000" - no errors.Must be initialized to “0000”. Batch level error codes will be returned. | R |

***Record length – 140 characters***

### ***Benefit Aging Header Record***

| Field # | Description | Length | Field Position | Type | Comments | R/O |
| --- | --- | --- | --- | --- | --- | --- |
| 1 | Record Type | 2 | 1-2 | X | "HD" | R |
| 2 | Transaction Type | 8 | 3-10 | X | "NVINACTV" | R |
| 3 | Date | 8 | 11-18 | 9 | CCYYMMDD | R |
| 4 | Time | 8 | 19-26 | 9 | HHMMSSSS | R |
| 5 | Control Number | 6 | 27-32 | 9 | Incremented by 1 each time sent. Unique to transaction type. Must match trailer | R |
| 6 | State ID | 2 | 33-34 | X | NV | R |
| 7 | Filler | 187 | 35-221 | X | Reserved for J.P. Morgan use. | R |

***Record Length – 221 characters***

### ***Benefit Aging Detail Record***

| Field # | Description | Length | Field Position | Type | Comments | R/O |
| --- | --- | --- | --- | --- | --- | --- |
| 1 | Record Type | 2 | 1-2 | X | "DT" | R |
| 2 | Action Indicator | 1 | 3 | 9 | * 1 = Inactive
* 2 = Dormant
* 3 = Expunged
 | R |
| 3 | Program Code | 2 | 4-5 | X | * 01 = SNAP
* 02 = Cash
 | R |
| 4 | State Unique Identifier | 13 | 6-18 | X | Left justified—My Person ID (9 position numeric treated as alpha) used by NevadaMust be unique statewide | R |
| 5 | SSN | 9 | 19-27 | 9 | * Always head of household SSN.
* Cannot be spaces.
* Cannot be all zeros.
 | R |
| 6 | First Name | 20 | 28-47 | X | Alpha characters or spaces only; no special characters | R |
| 7 | Last Name | 30 | 48-77 | X | Jr. or Sr. is part of last name | R |
| 8 | Card Number | 16 | 78-93 | 9 |  | R |
| 9 | Last Debit Transaction | 8 | 94-101 | 9 | Date of last debit transaction, CCYYMMDD |  |
| 10 | Last Benefit Deposit | 8 | 102-109 | 9 | Date of last benefit deposit, CCYYMMDD |  |
| 11 | EDA | 12 | 110-121 | 9 |  | R |
| 12 | Account Balance | 7 | 122-128 | S9(5)V99 | For Inactive and Dormant Records (Action Indicators 01 and 02), this field will reflect the account balance).For Expunged Records (Action Indicator 03), this field will reflect the amount expunged for the Grant reported. | R |
| 13 | Dormant Date | 8 | 129-136 | 9 | CCYYMMDD For Inactive Records (Action Indicator 01), this field will be blank). | R |
| 14 | Expunged Date | 8 | 137-144 | 9 | CCYYMMDDFor Inactive and Dormant Records (Action Indicators 01 and 02), this field will be blank). For Expunged Records (Action Indicator 03), this field will show the date that the reported grant was expunged.  | R |
| 15 | Auth. Number | 20 | 145-164 | X | This field will only be populated for Expunged Records (Action Indicator 03); otherwise it will be blank | N/A |
| 16 | County Code | 5 | 165-169 | X |  | R |
| 17 | Filler | 52 | 170-221 | X | Reserved for J.P. Morgan use | N/A |

***Record Length – 221 characters***

### ***Benefit Aging Trailer Record***

| Field # | Description | Length | Field Position | Type | Comments | R/O |
| --- | --- | --- | --- | --- | --- | --- |
| 1 | Record Type | 2 | 1-2 | X | "TR" | R |
| 2 | Transaction Type | 8 | 3-10 | X | "NVINACTV"; must match header. | R |
| 3 | Date | 8 | 11-18 | 9 | CCYYMMDD; must match header. | R |
| 4 | Time | 8 | 19-26 | 9 | HHMMSSSS; must match header. | R |
| 5 | Control Number | 6 | 27-32 | 9 |  | R |
| 6 | Number of Detail Record | 6 | 33-38 | 9 | Total count of detail records. | R |
| 7 | Filler | 183 | 39-221 | X | Reserved for J.P. Morgan use. | N/A |

***Record Length – 221 characters***

103. RFP Section 4.14.2.5, pg. 125

 RFP Language:

Specific identifying and demographic data elements… no changes can be made to the Nevada WIC Programs’ MIS, therefore the EBT contractor shall use the existing data formats for the exchange of data unless otherwise stipulated by the WIC Programs.

 Question:

 Please provide the required data formats referenced in this RFP requirement?

***For information regarding record formats for WIC account set-up and benefit authorization files, please contact the Mountain Plains User Group Project Management Organization Team at*** mp-ug-pmo@maximus.com .

104. RFP Section 4.14.2.10, pg. 126

 RFP Language:

To establish the EBT account and post benefit authorizations, the WIC Programs’ MIS system transmits account set-up and benefit authorization files and records to the EBT contractor through on-line, host-to-host file transmission.

 Question:

 Please provide the record formats for WIC account set-up and benefit authorization files.

***During the MIS transition process, the Nevada WIC Program decided not to employ PIN selection terminals during implementation.  Therefore, none are in use at this time.***

105. RFP Section 4.14.2.16, pg. 144

 RFP Language:

The EBT contractor shall provide a User Guide to assist staff in local offices/clinics, and a Tip Sheet to provide staff with an easy reference for EBT operations, including use of the PIN selection terminals.

 Question:

 Please provide the current volume of PIN select devices deployed to WIC clinics?

 ***None.***

106. RFP Section 4.16.2.2, pg. 183

 RFP Language:

The draw of Federal funds to settle SNAP benefit transactions is completed directly via U.S. Treasury’s Automated Standard Application (ASAP) system by either the EBT contractor or the SNAP staff.

 Question:

Please clarify if the contractor is allowed to send an ACH debit to their account for TANF and WIC funds respectively. Please confirm that TANF and WIC funds settlement follow the same process as SNAP fund settlement.

***TANF expenditures involve the State Treasurer’s Office – they do not follow the same process as SNAP.***

***WIC EBT Settlement, Transaction Processing and Reconciliation is addressed in 4.14.2.13 of the RFP.***

107. Q#17, RFP Section 4.16.2.2, pg. 183

 RFP Language:

The draw of Federal funds to settle SNAP benefit transactions is completed directly via U.S. Treasury’s Automated Standard Application (ASAP) system by either the EBT contractor or the SNAP staff.

 Question:

 Please confirm that the EBT contractor may draw the SNAP funds from ASAP directly.

 ***Yes, this is correct.***

108. RFP Section 5.1.11, pg. 189

 RFP Language:

Financial information and documentation to be included in accordance with Section 11.5, Part III – Confidential Financial Information.

 Question:

Please confirm that non-confidential financial information should be included as part of the main Technical Proposal.

 ***Correct.***

109. RFP Section 10.1.10, pg. 204

 RFP Language:

 For ease of evaluation, the technical and cost proposals shall be presented in a format that corresponds to and references sections outlined within this RFP and shall be presented in the same order.  Written responses shall be in bold/italics and placed immediately following the applicable RFP question, statement and/or section.

 Question:

Vendor responses require extensive answers that include visual elements such as tables and graphics. Can Vendors use their own proposal template (fonts and formatting) if all RFP text is preserved and responses are clearly distinguishable from the RFP text?

***Vendors are to use the RFP template provided.***

If Vendors can use their own template, will the State delete the “bold/italics” font requirement? Bold/Italics font may not be necessary if using a Vendor’s template and regular text may be easier to read.

 ***No.***

110. RFP Section 10.1.10, pg. 204

 RFP Language:

For ease of evaluation, the technical and cost proposals shall be presented in a format that corresponds to and references sections outlined within this RFP and shall be presented in the same order.  Written responses shall be in bold/italics and placed immediately following the applicable RFP question, statement and/or section.

 Question:

If Vendors must respond directly within the State’s RFP document, should Vendors include their name on each page and/or other information to distinguish their submission from other vendors?

***Vendors may choose to put their name on each page, but it is not a requirement.***

Also, please confirm that we only return the portions of the RFP that require a response and we are not expected to return the entire RFP document.

***Correct.***

111. RFP Section 10.2.2, pg. 205

 RFP Language:

 Vendors shall provide one (1) PDF Technical Proposal file that includes the following:

 Question:

Are Vendors permitted to include short Transmittal Letter at the start of our Technical Proposal response?

***Yes.***

112. RFP Sections 1.2 and 9, pgs. 5 and 203

 RFP Language:

 RFP Section 1.2 states: The anticipated contracts start date is approximately June 30, 2018.

 RFP Section 9 states that the contract start date is on or about 6/1/2018.

 Question:

 Please verify if the appropriate contract start date June 1 or June 30, 2018.

***Anticipated contract start date is on or about June 1, 2018 to begin the potential conversion process. The State expects the system should be fully converted/implemented within six (6) months of the contract start date.***

113. RFP Sections 5.2.1.4 and 5.3.2, pgs. 190 and 191

 RFP Language:

Business references as specified in Section 5.3, Business References shall be provided for any proposed subcontractors.

 Question:

Please confirm that business references (RFP Attachment E) for subcontractors should support the services they are providing on this contract and not focused on the items listed in RFP Section 5.3.2.

***Correct.***

114. RFP Attachment B, Item 6, pg. 229

RFP Language:

All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal.  Any exclusion shall be in writing and included in the proposal at the time of submission.

 Question:

If a Vendor would like to submit any exceptions to the RFP, where should Vendors include them with their proposal? Should they be placed in Proposal Section XI, Other Proposal Material?

***Refer to question 14 of this amendment.***

115. RFP Attachment I, First Tab – Cost Proposal Instructions

 RFP Language:

3. Tab III - Cost Proposal Certification of Compliance with Terms and Conditions of RFP

B. Proposers must include Attachment L, Cost Proposal Certification of Compliance with Terms and Conditions of RFP for Section 6, Project Costs within this section.

 Question:

 Within Attachment I, the first tab of the Excel workbook (Cost Proposal Instructions) references Tab I, II, and III. Tab III (Attachment L) doesn’t seem to be related to cost or is an incorrect reference.

 Should Vendors disregard the reference to Tab III and respond to the requirements in RFP Section 6 for their Cost Proposal submission?

***Refer to question 75 of this amendment.***

116. RFP Appendix E, pg. 3

 RFP Language:

 Customer and Retailer Service Help Desks:

 1. All (100%) Customer Service Representative calls will be answered.

 Question:

 Will the State consider revising #1 to read “All (100%) Customer Service Representative calls will be answered? Calls abandoned within 2 minutes will not be counted towards unanswered calls.”

***Refer to question 86 of this amendment.***

117. RFP Attachment L, pg. 237

 RFP Language:

 Agency Appendices

 Question:

 Please confirm that these Appendices are for Vendor reference only and are not required to be included in the Vendor’s response.

***Correct. However, the vendor needs to review and acknowledge the information within these documents as part of the requirements/deliverables they are responding to.***

118. RFP Section 12.2.1.1, pg. 213

 RFP Language:

All contractor personnel assigned to the contract shall have a background check from the Federal Bureau of Investigation pursuant to NRS 239B.010.  All fingerprints shall be forwarded to the Central Repository for Nevada Records of Criminal History for submission to the Federal Bureau of Investigation.

 Question:

Our company typically performs projects of this type through a combination of: 1) fully-dedicated on-site staff that are assigned to the project as Full-Time Equivalents (FTEs), and 2) non-dedicated staff resources that support multiple client engagements in a multi-tenant environment, and that typically work remotely.  NRS 239B.010, the statute cited in RFP Section 12.2.1.1, appears to apply to persons with whom the state is entering into an employment relationship or a contract for personal services.

Would the State allow the selected vendor to meet the specific requirements of NRS 239B.010 for designated project employees, but allow a more general background check to be conducted for non-dedicated resources working outside of the State?

***All contractor staff with access to DWSS data and/or systems must comply with all background check requirements and meet all provisions of the law (NRS).***

119. RFP Section 4.14.2.10.A, pg. 124

 RFP Language:

 WIC Account Structure

 Question:

Please confirm that ITCN WIC program will be using the same MPSC MIS as Nevada State WIC and whether it will use the same network and be hosted in the same data center used by Nevada State WIC.

***The Nevada WIC Program and the ITCN WIC Program are separate systems which use the same servers and are hosted in the same data center.  However, each program has its own data bases with no interconnectivity between programs.***

120. RFP Section 4.14.2.14.A.7, pg. 135

 RFP Language:

The food item is in the appropriate APL, (if a Nevada State WIC Program card, their APL and if an ITCN WIC Program card, the ITCN WIC APL) and only eligible foods for that cardholder and in amounts remaining in the current benefit for that card.

 Question:

Please clarify whether the Nevada State WIC Program and ITCS WIC Program will use the same food list and APL or if separate approved product data will be submitted by each program and must be managed separately including the generation of separate APL files.

***The Nevada WIC Program and the ITCN WIC Program have separate food lists and separate APL files submitted by each program which are managed individually.   However, the food lists and separate APL files mirror each other.***

121. RFP Section 4.14.2.14.B, pg. 135

 RFP Language:

 Adjustment for NTE

 Question:

Please clarify whether NTE values for the Nevada State WIC Program and ITCS WIC Program will be the same or if each set of peer groups and NTE values must be maintained individually.

 ***The Nevada WIC Program and the ITCN WIC Program have separate peer groups and NTE values must be maintained individually for each program.  However, the peer groups and NTE values mirror each other.***

122. General

 Question:

Vendor seeks to understand the State’s contracting needs and flexibility. Would the State please provide a list of the exceptions to the State’s terms and conditions that were granted to the current vendor in the current contract?

***The State declines. As previous exceptions to the current contract are not relevant to this RFP.***

123. RFP Section 7.1.1, pg. 201

 RFP Language:

Upon review and acceptance by the State, payments for invoices are normally made within 45 – 60 days of receipt, providing all required information, documents and/or attachments have been received.

 Question:

Vendor seeks regularly and timely payments in order to meet its own financial obligations to all working on this project. Will the State agree to pay all uncontested invoice within 30 calendar days of receipt?

***The State makes every effort to pay invoices within 30 calendar days, however reserves the right to retain the standard of 45 – 60 days of receipt.***

124. RFP Attachment C, Contract Form, 21, pg. 7

 RFP Language:

STATE OWNERSHIP OF PROPRIETARY INFORMATION.  Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract (“State Materials”) shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.

 Question:

In light of clauses such as this, the Vendor respectfully seeks to clarify that the scope of work is for services and not for software creation or licensing. Will the State please confirm that we are providing services and not creating software for the State or licensing software to the State?

 ***Yes.***

125. RFP Section 12.3.5, pg. 216

 RFP Language:

 Inspection/Acceptance of Work

 Question:

In Vendor’s experience, acceptance protocols are important for the success of the project. Is the State willing to negotiate a mutually-acceptable set of acceptance protocols?

***If the vendor’s system meets the documented requirements, the State will agree to negotiate a mutually acceptable set of acceptance protocols.***

126. RFP Appendix E, Performance Standards

 Question:

Will the State agree to excuse nonperformance under certain conditions, such as when program processes are changed at the request of the Client, and such changes adversely affect Vendor’s ability to perform in accordance with the service levels? Or when any stated assumptions on which a performance goal is based turn out not to have been correct? Or when a failure is due to the acts or omissions of Client or third parties outside of Vendor’s reasonable control?

***Depending on the cause of nonperformance, the State agrees to review and negotiate a mutually agreed upon compliance solution for failing to meet performance standards.***

127. RFP Appendix E, Performance Standards

 Question:

In order to offer the best possible price, vendor respectfully requests a cap on liquidated damages consistent with industry standards and reasonable apportionment of risk on programs of similar size and complexity.

 Will the State agree to cap all liquidated damages at $10,000 per month?

***This should be referred to as remedies and the State will stay with the current language regarding the remedies section.***

128. RFP Appendix E, Performance Standards

 Question:

Vendor respectfully seeks a balanced and equitable penalty/credit structure that incentivizes good performance in addition to disincentivizing poor performance.

Just as the State penalizes the vendor for performance below the standard, would the State consider granting the vendor credits for performing above the standard, which credits could then be converted into bonuses or used to offset any later penalties?

 ***No.***

129. RFP Attachment C, Contract Form, Item 10.C.1 and 10.C.4, pgs. 3 and 4

 RFP Language:

1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor’s ability to perform; or

 Question:

Vendor respectfully requests that in accordance with industry standards, common business practice, and the principles of equity and fairness, vendor be granted this opportunity to correct any alleged default prior to termination.

Will the State agree to provide Vendor with a cure period of 30 days prior to any cancellation for cause?

***Review the contract under section 10-D Time to correct***

130. RFP Attachment C, Contract Form, Item 8, pg. 2

 RFP Language:

BILLING SUBMISSION:  TIMELINESS.  The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year.  All billings for dates of service prior to July 1 must be submitted to the State no later than the third Friday in July of the same calendar year.  A billing submitted after the third Friday in July, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars ($100.00).  The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.

 Question:

 For clarification, would the State please confirm that, as used herein, “Time is of the essence” is defined to mean that Vendor will adhere to the mutually agreed-upon schedule for performance and not that any tardiness, no matter how de minimis, is grounds for termination?

 ***That refers to timeliness of billing and the State is on a Fiscal Year schedule.***

131. RFP Attachment C, Contract Form, Item 10.A, pg. 3

 RFP Language:

Termination Without Cause.  Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than three hundred sixty five (365) days’ notice in the manner specified in Section 4, Notice. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.

 Question:

Vendor respectfully requests that in the event of any termination for reasons other than default by Vendor, the State reimburse Vendor for the unamortized costs of investments that Vendor undertook in reliance on its agreement with the State.

 Will the State agree to compensate Vendor for any unamortized costs and reasonable wind-down costs in the event that the State cancels for any reason other than vendor default?

***Since there is no contract at this time, the State is unable to answer this question.***

132. RFP Attachment C, Contract Form, Item 12, pg. 4

 RFP Language:

LIMITED LIABILITY.  The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases.  Contract liability of both parties shall not be subject to punitive damages.  Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach.  Contractor’s tort liability shall not be limited.

 Question:

In order to offer the best possible price, Vendor respectfully requests a cap on liability consistent with industry standards and reasonable apportionment of risk on programs of similar size and complexity.

Will the State consider capping Vendor liability at an amount equal to the total amount that the customer has paid the Vendor in the 12 months prior to the relevant incident?

***Refer to question 131 of this amendment.***

133. RFP Attachment C, Contract Form, Item 13, pg. 4

 RFP Language:

FORCE MAJEURE.  Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms.  In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

Question:

While acts of God and civil disturbance should indeed provide relief to both parties, we respectfully suggest that the broader principle of forces beyond the party’s control is apt and common in the industry.

Would the State consider the addition of “forces beyond the reasonable control of the other party” to the force majeure clause?

***Refer to question 131 of this amendment.***

134. RFP Attachment C, Contract Form, Item 13, pg. 4

 RFP Language:

 FORCE MAJEURE.  Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms.  In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

 Question:

 Vendor is firmly committed to implementing the program as scheduled.  The State’s agreeing to this will have only positive effects for the success of the project.

 Will the State consider compensating vendor for any unrecoverable costs incurred by delay of the program due to acts or omissions of the State?

***Refer to question 131 of this amendment.***

135. RFP Attachment C, Contract Form, Item 14, pg. 5

 RFP Language:

INDEMNIFICATION AND DEFENSE.  To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State’s right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys’ fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.  Contractor’s obligation to indemnify the State shall apply in all cases except for claims arising solely from the State’s own negligence or willful misconduct.  Contractor waives any rights of subrogation against the State.  Contractor’s duty to defend begins when the State requests defense of any claim arising from this Contract.

Question:

In accordance with equitable principles and industry standards, Vendor respectfully requests that its indemnification liability be commensurate to its failure to perform in accordance with its contractual duties.

Will the State consider limiting vendor liability to damages directly resulting from vendor’s own negligent acts or omissions?

***Refer to question 131 of this amendment.***

136. RFP Attachment C, Contract Form, Item 17, pg. 6

 RFP Language:

 COMPLIANCE WITH LEGAL OBLIGATIONS.  Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract.  Contractor shall provide proof of its compliance upon request of the Contracting Agency.  Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law.  Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159.  Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

 Question:

 Vendor respectfully submits that risk and costs be equitably apportioned for unforeseen and unforeseeable future changes in law.

 Will the State agree to share equally with vendor new costs arising from unforeseen changes in the law?

***Refer to question 131 of this amendment.***

137. RFP Attachment C, Contract Form, Item 21, pg. 7

RFP Language:

STATE OWNERSHIP OF PROPRIETARY INFORMATION.  Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract (“State Materials”) shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.

Question:

Vendor respectfully seeks confirmation that title to intellectual property that Vendor or third parties have developed prior to or independently of this project will be sufficiently protected.

Does the State agree that all intellectual property developed prior to or independently of this project shall continue to be owned by vendor or any relevant third parties?

***Refer to question 131 of this amendment.***

***ALL ELSE REMAINS THE SAME FOR RFP 3292.***

***Vendor must sign and return this amendment with proposal submitted.***

|  |  |
| --- | --- |
| Vendor Name: |  |
| Authorized Signature: |  |
| Title: |  | Date: |  |

|  |
| --- |
| This document must be submitted in the “State Documents” section/tab of vendors’ technical proposal. |