
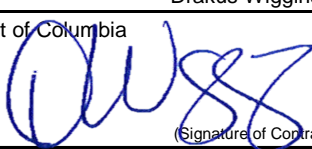


## Section A, Solicitation/Contract Form

<b>AWARD/CONTRACT</b>		1. Solicitation Number		Page of Pages 1   48 + Attachments			
2. Contract Number <b>CFOPD-21-C-035</b>		3. Effective Date See 20C		4. Requisition/Purchase Request/Project No.			
5. Issued By <b>Office of the Chief Financial Officer Office of Contracts 1100 - 4th Street, SW., Suite E610 Washington, DC 20024</b>		Code		6. Administered By (If other than line 5)			
7. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) Custom Data Processing, Inc. 951 Chenault Road Frankfort, KY 40601 Attn: John Booth - Director, Business Development <a href="mailto:john.booth@cdpehs.com">john.booth@cdpehs.com</a> 502-695-1999 (o) 720-891-2704				8. Delivery <input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> Other (See Schedule Section F)			
				9. Discount for prompt payment			
				10. Submit Invoices to the Address shown in Line 12   Item (2 copies unless otherwise specified)			
11. Ship to/Mark For Office of the Chief Financial Officer Office of Finance and Treasury Suite W850 1101 4th Street, S.W. Washington, DC 20024 202-727-6260		Code		12. Payment will be made by Office of the Chief Financial Officer Office of Management and Administration Financial Operations/Accounts Payable <a href="https://vendorportal.dc.gov">https://vendorportal.dc.gov</a> 1100 4th Street, SW Suite E600 Washington, DC 20024			
13. Contract Type Requirements with NTE Ceiling		14. Accounting and Appropriation Data					
15A. Item	15B. Supplies/Services		15C. Qty	15D. Unit	15E. Unit Price	15F. Amount	
1	eWIC Processing Services		1	Lot	NTE \$704,384.00	NTE \$704,384.00	
Total Amount of Contract					NTE \$704,384.00		
16. Table of Contents							
(X)	Section	Description	Pages	(X)	Section	Description	Pages
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	Solicitation/Contract Form	1		I	Contract Clauses	18
	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
	C	Description/Specifications/Work Statement	4		J	List of Attachments	46
	D	Packaging and Marking	5	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	Inspection and Acceptance	6		K	Representations, Certifications and Other Statements of Offerors	47
	F	Deliveries or Performance	8		L	Instructions, conditions & notices to offerors	
	G	Contract Administration Data	9		M	Evaluation factors for award	
	H	Special Contract Requirements	14				
Contracting Officer will Complete Item 17 or 18 as Applicable							
17 <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1 pdf</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18 <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name and Title of Signer (Type or print) <b>Kelly Pralle, Treasurer</b>				20A. Name of Contracting Officer Drakus Wiggins			
19B. Name of Contractor		19C. Date Signed		20B. District of Columbia		20C. Date Signed	
 (Signature of person authorized to sign)		8/27/21		 (Signature of Contracting Officer)		08/30/2021	

## SECTION B

### CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE

#### **B.1 GENERAL INFORMATION**

- B.1.1 The District of Columbia Office of the Chief Financial Officer, Office of Contracts, on behalf of the Office of Finance and Treasury (the “District”) is awarding a contract to provide implementation and processing services for Electronic Benefits Transfer (EBT) for the Special Supplemental Nutrition Program for Women, Infant and Children (WIC) (together referred as eWIC) managed by DC Health (formerly known as Department of Health (DOH)); an agency also referred herein as the District.
- B.1.2 The contract is awarded pursuant to Section 411 of the Procurement Practices Reform Act of 2010, as amended; D.C. Official Code § 2-354.11; and is in conjunction with:
- i. Cooperative Purchasing Agreement No. AGR2021-022 between the Arizona Department of Health Services (“ADHS”) and the Office of Contracting and Procurement (“OCP”) on behalf of the District of Columbia Department of Health (“The District”) acting by and through the Community Health Administration (“CHA”) for Participation in the Health and Nutrition Delivery System (“HANDS”) Consortium;
  - ii. Memorandum of Agreement (“MOA”) between the Arizona Department of Health Services (“ADHS”) and District of Columbia Department of Health (“DC Health”), acting by and through the Community Health Administration (“CHA”) for Participation in the Health and Nutrition Delivery System (“HANDS”) Consortium; and
  - iii. Contract No. CTR051731 between the state of Arizona and Custom Data Processing (“CDP”).

#### **B.2 CONTRACT TYPE**

The District is awarding a Requirements contract type with fixed price components.

#### **B.3 ALL-INCLUSIVE PRICING**

- B.3.1 The stated Price Per Unit for each Contract Line Item Number (CLIN) shall be fixed, inclusive of all of the Contractor’s direct cost, indirect cost, and profit; including travel, material, and delivery costs. The price shall include all cost associated with the services described in and required by the Contract. The Total Estimated Price shall represent the price ceiling, fixed fee, or not to exceed amount of the Contract.
- B.3.2 The District will purchase its requirements of the items and services included herein from the Contractor. The estimated quantities stated in the Price Schedule reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be required from the Contractor by the District or to relieve the Contractor of its obligation to fill all such requirements.

**B.4 PRICE SCHEDULE**

**REFER TO ATTACHMENT J.4, PRICE SCHEDULE**

## **SECTION C**

### **DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

#### **C.1 INTRODUCTION**

The District of Columbia Office of the Chief Financial Officer, Office of Contracts, on behalf of the Office of Finance and Treasury (the “District”) is awarding a contract to provide implementation and processing services for Electronic Benefits Transfer (EBT) for the Special Supplemental Nutrition Program for Women, Infant and Children (WIC) (together referred as eWIC) managed by DC Health (formerly known as Department of Health (DOH)); an agency also referred herein as the District.

#### **C.2 REQUIREMENTS**

**REFER TO ATTACHMENT J.5, SCOPE OF WORK**

## **SECTION D**

### **PACKAGING AND MARKING**

#### **D.1 PACKAGING**

All reports and deliverables that are in “hard copy” and physically transported through the U.S. mail or private courier services are to be securely packaged using the Contractor’s best practices.

#### **D.2 MARKING**

D.2.1 Unless otherwise specified herein, all reports and deliverables delivered under this contract must be plainly marked, stating the Contractor’s name, contract number and addressed to the recipient, including the name of the office or floor, and the recipient’s office telephone number as noted in the contract.

## **SECTION E**

### **INSPECTION, ACCEPTANCE AND WARRANTY OF SERVICES**

#### **E.1 INSPECTION**

E.1.1 All services provided by the Contractor under this contract shall be subject to inspection by the Contracting Officer's Technical Representative ("COTR") identified in Section G.1 (b).

#### E.1.2 Inspection of Services

- (a) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.
- (c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District will perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.
- (e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed. If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the contract for default.

#### **E.2 ACCEPTANCE**

Acceptance of all products and services provided under this contract shall be performed by the COTR. Acceptance means approval by the COTR of specific services as partial or complete performance of the contract.

#### **E.3 WARRANTY OF SERVICES**

E.3.1 The time period for this warranty provision is the life of the contract plus all active options and extensions.  
KKelly

E.3.2 Warranty Provision:

- (a) Notwithstanding inspection and acceptance by the District or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of discovery. This notice shall state either:
  - (1) That the Contractor shall correct or re-perform any defective or nonconforming services; or
  - (2) That the District does not require correction or reperformance.
- (b) If the Contractor is required to correct or reperform, it shall be at no cost to the District, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the District thereby, or make an equitable adjustment in the contract price.
- (c) If the District does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

## SECTION F

### PERIOD OF PERFORMANCE AND DELIVERABLES

#### F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one year from the Contract Effective Date.

#### F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4), one (1) year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the Section B of the contract.

#### F.3 DELIVERABLES

F.3.1 The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the COTR identified in Section G in accordance with Section C.

F.3.2 The Contractor shall submit to the District, as a deliverable, the report described in Section I.31 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to Section G.6.



## SECTION G

### CONTRACT ADMINISTRATION

#### G.1 CONTRACT ADMINISTRATORS

**(a) Contracting Officer**

- i. The Contracting Officer (or “CO”) for this contract is:

Drakus Wiggins  
Contracting Officer  
Office of the Chief Financial Officer  
1100 4<sup>th</sup> St. SW Suite E620  
Washington, DC 20024  
Telephone: (202) 442-7121  
Fax: 202-442-6454  
E-mail address: [drakus.wiggins@dc.gov](mailto:drakus.wiggins@dc.gov)

- ii. The Contracting Officer is the only official authorized to legally bind the District and make changes to the requirements, terms and conditions of this contract. Only the Contracting Officer can increase, decrease, extend or terminate this contract. All other changes are unauthorized.
- iii. The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- iv. In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**(b) Contracting Officer Technical Representative (COTR)**

- i. The COTR for this contract is:

Valencia Gregory  
Program Analyst  
Office of Finance & Treasury (OFT)  
1101 4th St. S.W. Suite 850W Washington, DC 20024  
(202) 727-6260  
[valencia.gregory@dc.gov](mailto:valencia.gregory@dc.gov)

- ii. The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor’s compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the

requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

- a. Keeping the Contracting Officer fully informed of any technical or contractual difficulties encountered during the performance period and advising the Contracting Officer of any potential problem areas under the contract;
  - b. Coordinating site entry for Contractor personnel, if applicable;
  - c. Reviewing invoices for completed work and recommending approval by the Contracting Officer if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
  - d. Reviewing and approving invoices for deliverables to ensure receipt of goods and services.
  - e. Timely processing of invoices and vouchers in accordance with the District's payment provisions; and
  - f. Maintaining a file that includes all contract correspondence, modifications, records of inspections and invoice or vouchers.
- iii. The COTR does NOT have the authority to:
- a. Award, agree to, or sign any contract, delivery order or task order. Only the Contracting Officer shall make contractual agreements, commitments or modifications;
  - b. Grant deviations from or waive any of the terms and conditions of the contract;
  - c. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
  - d. Authorize the expenditure of funds by the Contractor;
  - e. Change the period of performance; or
  - f. Authorize the use of District property, except as specified under the contract.
- iv. The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **G.2 INVOICE PAYMENT**

- G.2.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.2.2 The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor. The District reserves the right to conduct post payment reviews or audits.

G.2.3 Unless otherwise specified in this contract, and with presentation of a properly executed invoice:

- a) Payment will be made on completion and acceptance of each item for which the price is stated in the Pricing Schedule in Section B,
- b) Payment will be made on completion and acceptance of each percentage or milestone of work in accordance with the prices stated in the Pricing Schedule in Section B, or
- c) Payment may be made on partial deliveries of goods and services accepted by the District if the Contractor requests it and the amount due on the deliveries warrants it as determined by the District.

### **G.3 INVOICE SUBMITTAL**

**G.3.1** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>

**G.3.2** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.

**G.3.3** To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

### **G.4 THE QUICK PAYMENT ACT**

#### **G.4.1 Interest Penalties to Contractors**

G.4.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

G.4.1.1.1 The date on which payment is due under the terms of this contract;

G.4.1.1.2 Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

G.4.1.1.3 Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

G.4.1.1.4 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

G.4.1.2 No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or before:

G.4.1.2.1 3<sup>rd</sup> day after the required payment date for meat or a meat product;

G.4.1.2.2 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

G.4.1.2.3 15<sup>th</sup> day after any other required payment date.

G.4.1.3 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

#### **G.4.2 Payments to Subcontractors**

G.4.2.1 The Contractor shall take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:

G.4.2.1.1 Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or

G.4.2.1.2 Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.4.2.2 The Contractor shall pay subcontractors or suppliers interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:

G.4.2.2.1 3<sup>rd</sup> day after the required payment date for meat or a meat product;

G.4.2.2.2 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

G.4.2.2.3 15<sup>th</sup> day after any other required payment date.

G.4.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.4.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.4.3 Subcontract requirements**

- G.4.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).
- G.4.3.2 The Contractor shall include in each subcontract under this contract a provision that obligates the Contractor, at the election of the subcontractor, to participate in negotiation or mediation as an alternative to administrative or judicial resolution of a dispute between them.

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

- G. 5.1 The Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

*“Pursuant to the instrument of assignment dated \_\_\_\_\_, make payment of this invoice to (name and address of assignee).”*

**G.6 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

- G.6.1 For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final requests for payment shall be accompanied by the report or a waiver of compliance pursuant to Section I.31.
- G.6.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer’s final determination or approval of waiver of the Contractor’s compliance with 51% District Residents New Hires Requirement and First Source Employment Agreement requirements.

## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

#### H.1 STAFFING

The Contractor shall not employ or permit the employment of any unfit or unqualified person or persons not skilled in the tasks assigned to them by the contractor. The Contractor shall at all times employ sufficient labor to carry out functions and services in the manner and time prescribed by the Contract. The Contractor shall be responsible to the District for all acts and omissions of the Contractor's employees, agents and subcontractors and the Contractor shall enforce strict discipline among the Contractor's employees, agents and subcontractors performing the services under the Contract. Any person employed by the Contractor shall, at the written request of the District, and within the District's sole discretion, be removed immediately by the Contractor from work relating to the Contract.

#### H.2 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer in consultation with the COTR. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this Contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder, including any work conducted by a subcontractor.

#### H.3 RESERVED

#### H.4 WARRANTIES

- H.4.1 The Contractor warrants and agrees that it is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and is otherwise in full compliance with all legal requirements of its domicile.
- H.4.2 The Contractor warrants and agrees that it is of legal authority and capacity to enter into and perform under the Contract, and that it has the financial ability to perform its obligations under such Contract.
- H.4.3 The Contractor warrants and agrees that it has been duly authorized to operate and do business in all places where it will be required to do business under the Contract with the District that it has obtained or will obtain all necessary licenses and permits required in connection with such Contract; and that it will fully comply with all laws, decrees, labor standards and regulations of its domicile and wherever performance occurs during the term of such Contract.
- H.4.4 The Contractor warrants and agrees that it has no present interest and shall not acquire any interest which would conflict in any manner with its duties and obligations under the Contract.
- H.4.5 The Contractor warrants and agrees that all systems analysis, systems design and programming pursuant to the Contract or for use in its performance there under has been and shall be

prepared or done in a high quality, professional and competent manner using only qualified personnel.

- H.4.6 The Contractor further represents and warrants that all programs implemented in its performance under the contract shall meet the performance standards required there under and shall correctly and accurately perform their intended functions on the equipment supplied by the District or Contractor.
- H.4.7 The Contractor warrants and agrees that all services provided by it under the Contract shall be performed in a prompt, high quality, professional and competent manner using only qualified personnel.
- H.4.8 The Contractor warrants and agrees that it will not take any action inconsistent with any of the terms, conditions, agreements, or covenants set forth in this Contract without the express written consent of the District.
- H.4.9 The Contractor warrants and agrees that it shall keep all equipment in good condition and repair, and shall not permit anything to be done that may materially impair the value thereof. The Contractor shall use such equipment only in the ordinary course of its performance under the Contract and shall not permit such equipment to be used in violation of any applicable law, regulation or policy of insurance. The Contractor agrees to develop a maintenance and replacement schedule subject to approval by the District and agrees to comply with that schedule.
- H.4.10 The Contractor warrants and agrees that it shall not sell, assign, lease, transfer, pledge, hypothecate, or otherwise dispose of any component of any goods, system proposed in the Contract or any interest therein, or permit any of it to become a fixture or accession to other goods or property without the prior written consent of the District.

## **H.5 DISCLOSURE OF LITIGATION**

The Contractor shall provide complete disclosure of any material civil or criminal litigation or indictment either threatened or pending involving the Contractor. The Contractor shall also disclose any material litigation threatened or pending for subcontractors, consultants, and/or lobbyists. For purposes of this section, material refers to any action or pending action that a reasonable person knowledgeable in the industry would consider relevant or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the industry and its operations. This is a continuing disclosure requirement; any litigation commencing after submission of a response to a solicitation or execution of a contract shall be disclosed in a written statement within fifteen (15) days of its occurrence. The Contractor shall be required to file with the District comprehensive monthly reports regarding all threatened or pending litigation involving the Contractor's District of Columbia operations and all threatened or pending litigation that may be considered material to the overall operations of the Contractor.

## **H.6 CONTINUITY OF SERVICES**

The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another Contractor, at the District's option, may continue to provide these services. If another Contractor is awarded a future contract for performance of the required services, the original Contractor shall cooperate fully with the District and the new Contractor in any transition activities that the Contracting Officer deems necessary during the term of the contract. To that end, the Contractor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

## **H.7 BACKGROUND INVESTIGATIONS AND OTHER INTEGRITY REQUIREMENTS**

H.7.1 The District may initiate investigations into the backgrounds of any of the Contractor's officers, principals, investors, owners, employees, vendors, subcontractors, or subcontractors' officers, principals, owners, employees or vendors, or any other associates of the Contractor(s) it deems appropriate. Such background investigations may include the completion of certain documents, and fingerprint identification by appropriate law enforcement agencies.

H.7.2 The Contractor agrees that, during the term of the Contract and any renewal thereof, it shall be obligated to provide such information about its officers, directors, employees and owners, as well as all information about its subcontractors' officers, directors, employees and owners, as the District may prescribe. The Contractor also agrees that the District may conduct background investigations of such persons.

H.7.3 The District may also require that contractors (1) fully cooperate with official inquiries by responding to questions truthfully and under oath when required, whether orally or in writing, (2) provide documents and other information of official interest, and (3) attend integrity training.

## **H.8 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, (excluding termination for serious misconduct or resignation), the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

## **H.9 ADVISORY AND ASSISTANCE SERVICES**

This contract is a "non-personal services contract". The Contractor and the Contractor's employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and



administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

## SECTION I

### CONTRACT CLAUSES

#### **I.1 LAWS AND REGULATIONS INCORPORATED BY REFERENCE**

To the extent applicable, the provisions of the following acts, together with the provisions of applicable regulations made pursuant to said acts are hereby incorporated by reference into this contract; together with the laws and regulations of the District of Columbia:

- A. Contract Work Standards Act of August 13, 1962, also known as the Contract Work Hours and Safety Standards Act of 1962, 76 Stat. 357-360.
- B. Buy American Act, Act of March 3, 1983, c.212, Title III, 47 Stat. 1520, as amended.
- C. Walsh-Healy Public Contracts Act, Act of June 30, 1936, c.881, 49 Stat. 2036, as amended. (Applies only when contract is \$10,000 or more).
- D. Mayor's Order 85-85, dated June 10, 1985, as amended, entitled: "Compliance with Equal Opportunity Obligations in Contracts."
- E. Public Law 93-112, Rehabilitation Act of 1973, Section 504, as amended.
- F. Mayor's Order 83-265, dated November 9, 1983 entitled: Employment Agreement Goals and Objectives for all District of Columbia Projects."
- G. D.C. Law 5-93, dated May 9, 1984, the First Source Employment Agreement Act of 1984.
- H. Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 et seq. (PPWF Act)
- I. Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 et seq.
- J. Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152)
- K. Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 et seq.), as amended, ("Living Wage Act of 2006") which applies to all contracts for services in the amount \$100,000 or more in a 12-month period. The current living wage rate, the Living Wage Act Fact Sheet which includes exemption information, and the Living Wage Act Poster may be found at <https://does.dc.gov/service/office-wage-hour-compliance-0> or contact the Department of Employment Services at (202) 724-7000.

**I.2 WAIVER**

The waiver of any breach of the contract will not constitute a waiver of any subsequent breach thereof, or a waiver of the contract.

**I.3 INDEMNIFICATION**

I.3.1 The Contractor agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the “District”) from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys’ fees), resulting from, arising out of, or in any way connected to activities or work performed by the Contractor, Contractor’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor in performance of this Contract unless the claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto were caused by or result from the gross negligence or intentional misconduct of the District, its officers, agencies, departments, agents, and employees. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, Contractor’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder.

I.3.2 The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the District is required in connection with the settlement. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

**I.4 TRANSFER**

No contract or any interest therein shall be transferred by the parties to whom the award is made; such transfer will be null and void and will be cause to annul the contract.

**I.5 TAXES**

(a) The Government of the District of Columbia is exempt from and will not pay Federal Excise Tax, Transportation Tax, and the District of Columbia Sales and Use Taxes.

- (b) Tax exemption certificates are no longer issued by the District for Federal Excise Tax. The following statement may be used by the supplier when claiming tax deductions for Federal Excise Tax exempt items sold to the District.

“The District of Columbia Government is Exempt from Federal Excise Tax –  
Registration No. 52-73-0206-K, Internal Revenue Service, Baltimore, Maryland.”

Exempt from Maryland Sales Tax, Registered with The Comptroller of The Treasury –  
Exemption No. 09339

“The District of Columbia Government is Exempt from Sales and Use Tax –  
Registration No. 53-600, The District of Columbia Office of Tax and Revenue.”

## **I.6 OFFICIALS NOT TO BENEFIT**

- I.6.1 Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any District employee authorized to execute contracts in which they or an employee of the District will be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District’s needs cannot reasonably otherwise be met. (Procurement Practices Reform Act of 2010, D.C. Law 18-0371, D.C. Official Code, section 2-359.10, and Chapter 18 of the DC Personnel Regulations)
- I.6.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

## **I.7 DISPUTES**

All disputes arising under or relating to this contract shall be resolved as provided herein.

- (a) **Claims by a Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The Contractor's claim shall contain at least the following:
  - (i) A description of the claim and the amount in dispute;
  - (ii) Data or other information in support of the claim;
  - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
  - (iv) The Contractor's request for relief or other action by the Contracting Officer.
- (2) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (3) The Contracting Officer shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (4) The Contracting Officer's written decision shall do the following:
  - (i) Provide a description of the claim or dispute;
  - (ii) Refer to the pertinent contract terms;
  - (iii) State the factual areas of agreement and disagreement;
  - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (vi) Indicate that the written document is the contracting officer's final decision; and
  - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (5) Failure by the Contracting Officer to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-360.04.
- (6) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

- (7) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.
  
- (b) **Claims by the District against a Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
  - (1) The Contracting Officer shall decide all claims by the District against a Contractor arising under or relating to a contract.
  
  - (2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:
    - (i) Provide a description of the claim or dispute;
    - (ii) Refer to the pertinent contract terms;
    - (iii) State the factual areas of agreement and disagreement;
    - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
    - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
    - (vi) Indicate that the written document is the Contracting Officer's final decision; and
    - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
  
  - (3) The Contracting Officer shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
  
  - (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
  
  - (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
  
  - (6) This paragraph shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.

- (c) Decisions of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D.C. Official Code §2-360.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

## **I.8 CHANGES**

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider, and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **Section I.7 Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of the contract, unless the CO:
  - (1) Agrees with the Contractor, and if applicable the subcontractor, on a price for the additional work;
  - (2) Obtains a certification of funding to pay for the additional work;
  - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within thirty (30) days after the Contractor submits a proper invoice; and
  - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
  - (1) Within five (5) business days of its receipt of notice of the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
  - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within ten (10) days of receipt of payment from the District; and
  - (3) Notify the subcontractor and CO in writing of the reason(s) the Contractor withholds any payment from a subcontractor for the additional work.

- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays until the parties agree on a price for the additional work.

## **I.9 TERMINATION FOR DEFAULT**

- A. The District may, subject to the provisions of paragraph C., below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances: (i) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified within the project work plan or any extension thereof; or (ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
- B. In the event the District terminates this contract in whole or part as provided in paragraph A. above, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or service similar to those so terminated; and the Contractor shall be liable to the District for any excess costs for similar supplies or services. Provided, that the Contractor shall continue the performance of this contract to the extent not terminated under provisions of this clause. The Contractor shall work with any subsequent contractor to ensure a smooth transfer of information for a period of sixty (60) days.
- C. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or of public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, pandemic, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- D. If this contract is terminated as provided in paragraph A., above, the District in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (i) completed supplies, (ii) such partially completed supplies and materials, information, and contract rights (herein after called “manufacturing materials”) as the Contractor has specifically produced or specifically produced or specifically acquired for the performance being terminated; and the Contractor, shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the District has an interest. Payment for completed supplies delivered to and accepted by the District shall be at the



contract price. Payment for manufacturing materials delivered to and agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact. The District may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sums as the Contracting Office determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

- E. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provision of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for a termination for convenience be the same as if the notice of termination had been issued pursuant to such clause. Section I.10 "Termination for Convenience."
- F. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any rights and remedies provided by law or under this contract.
- G. As used in paragraph C., above, the terms "subcontractor" and "subcontractors" means subcontractor(s) at any tier.

#### **I.10 TERMINATION FOR CONVENIENCE**

(a) The District may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the District's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all contracts to the extent they relate to the work terminated.
- (4) Assign to the District, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District will have the right to settle or pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the

termination of subcontracts. The approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the District (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the District.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the District has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the District under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) After the expiration of ninety (90) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the District to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the District will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty-five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.

(d) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after one year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor because of the termination and shall pay the amount determined.

(e) Subject to paragraph (d) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may

include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Payments to Contractor for transition services, as provided in Section H.6 above, shall be in addition to payments made pursuant to this Section I.10. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:

(1) The contract price for completed supplies or services accepted by the District (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of :

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(1) above; and

(iii) A sum, as profit on subparagraph f(1) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable cost of settlement of the work terminated, including-

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontractors (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

- (g) Except for normal spoilage, and except to the extent that the District expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the District or to a buyer.
- (h) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs (d), (f) or (j), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (j), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f) or (j), the District will pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.
- (i) In arriving at the amount due the Contractor under this clause, there shall be deducted:
- (1) All unliquidated advances or other payments to the Contractor under the termination portion of the contract;
  - (2) Any claim which the District has against the Contractor under this contract; and
  - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the District.
- (j) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by the Contracting Officer.
- (k) (1) The District may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor shall be entitled.
- (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the District upon demand together with interest computed at the rate of 10 percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess payment is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(l) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the District, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, micrographs, or other authentic reproductions may be maintained instead of original records and documents.

#### **I.11 TERMINATION OF CONTRACTS FOR CERTAIN CRIMES AND VIOLATIONS**

A. The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this title if:

(1) the Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment made under this contract.

(2) There has been any breach or violation of:

(A) Any provision of the District of Columbia Procurement Practices Reform Act of 2010, (D.C. Law 18-371; D.C. Official Code §§ 2-351.01, et seq., or

(B) The contract provision against contingent fees.

B. If a contract is terminated pursuant to this section, the Contractor: (i) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and (ii) shall refund all profits or fixed fees realized under the contract. Payments to Contractor for transition services, as provided in Section H.6 above, shall be in addition to payments made pursuant to this Section I.11.

C. The rights and remedies contained in this Clause are in addition to any other rights or remedies provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

#### **I.12 EXAMINATION OF THE BOOKS**

I.12.1 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation. The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract. The Contractor shall assure that these records shall be subject at all reasonable times

to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

I.12.2 The Contracting Officer, the DC Inspector General, OCFO, and the District of Columbia Auditor, and/or any of their duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to the contract.

**I.13 NON-DISCRIMINATION CLAUSE**

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code §2-1402.11) (2001 Ed.) (“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.
- (b) Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D.C. Register, Mayor’s Order 2002-175 (10/23/02), 49 DCR 9883 and Mayor’s Order 2006-151 (11/17/06), 52 DCR 9351, the following clauses apply to this contract:
  - (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
  - (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business.

The affirmative action shall include, but not be limited to the following:

- (a) employment, upgrading or transfer;
- (b) recruitment or recruitment advertising;

- (c) demotion, layoff, or termination;
  - (d) rates of pay, or other forms of compensation; and
  - (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections (b)(1) and (b)(2) concerning non-discrimination and affirmative action.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection (b)(2).
- (5) The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under the terms of any subcontractor agreement each subcontractor to permit access of such subcontractor's books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, subsections (b)(1) through (b)(9) of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- (9) The Contractor shall take such action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the Contracting Officer, the Contractor may request the District to enter into such litigation to protect the interest of the District.

#### **I.14 SERVICE CONTRACT ACT OF 1965**

Definitions:

“Act”, as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351- 358). “Contractor” as used in this clause, means the prime Contractor or any subcontractor at any tier. “Service employee” as used in this clause, means any person (other than a person employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR 541) engaged in performing a Government contract nor exempted under 41 U.S.C. 356, the principal purpose of which is to furnish services in the United States as defined in section 22.1001 of the Federal Acquisition Regulation. It includes all such persons regardless of the actual or alleged contractual relationship between them and a contractor.

- A. **Applicability.** To the extent that the Act applies, this contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29CFR 4). All interpretations of the Act in Subpart C of 29 CFR 4 are incorporated in this contract by reference. This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C, 29 CFR 4.
- B. **Compensation:** (i) The Contractor shall pay not less than the minimum wage and shall furnish fringe benefits to each service employee under this contract in accordance with wages and benefits determined by the Secretary of Labor or the Secretary’s authorized representative, as specified in any attachments to this contract; (ii) If there is an attachment, the Contractor shall classify any class of service employees not listed in it, but to be employed under this contract. The classification shall provide a reasonable relationship to those listed in the attachment. The Contractor shall pay that class wages and fringe benefits determined by agreement of the interested parties: The contracting agency, the Contractor, and the employees who will perform the contract or their representatives. If the interested parties do not agree, the Contracting Officer shall submit the question, with a recommendation for final determination to the Office of Government Contract Wage Standards, Wage and Hour Division Employment Standards Administration (ESA), and the Department of Labor. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by ESA is a contract violation. (iii) If the term of this contract is more than one (1) year, the minimum wages and fringe benefits required for service employees under this contract shall be subject to adjustment after 1 year and not less often than once every two (2) years under wage determinations issued by ESA.
- C. **Minimum Wage.** In the absence of a minimum wage attachment for this contract, the Contractor shall not pay any service or other employees performing this contract less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 206). Nothing in this clause shall relieve the Contractor of any other legal or contractual obligations to pay a higher wage to any employee.



- D. **Successor Contracts.** If this contract succeeds a contract subject to the Act under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then, in the absence of a minimum wage attachment to this contract, the Contractor may not pay any service employee performing this contract less than the wages and benefits, including those accrued and any prospective increases, provided for under that agreement. No Contractor may be relieved of this obligation unless the limitations of 29 CFR 4.1c (b) apply or unless the Secretary of Labor or the Secretary's authorized representative - (i) Determines that the agreement under the predecessor was not the result of arms-length negotiations, or (ii) Finds, after a hearing under 29 CFR 4.10, that the wages and benefits provided for by that agreement vary substantially from those prevailing for similar services in the locality.
- E. **Notification to Employees.** The Contractor shall notify each service employee commencing work on this contract of the minimum wage and any fringe benefits required to be paid, or shall post a notice of these wages and benefits in a prominent and accessible place at the work site, using such poster as may be provided by the Department of Labor.
- F. **Safe and sanitary working conditions.** The Contractor shall not permit services called for by this contract to be performed in building or surroundings or under working conditions provided by or under the control or supervision of the Contractor that are unsanitary, hazardous, or dangerous to the health or safety of service employees. The Contractor shall comply with the health standards applied under 29 CFR Part 1925.
- G. **Records.** The Contractor shall maintain for three (3) years from the completion of the work, and make available for inspection and transcription by authorized ESA representatives, a record of the following:
- (i) For each employee subject to the Act –
    - (a) Name and address;
    - (b) Work classification or classifications, rate or rates of wages and fringe benefits provided;
    - (c) Rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
    - (d) Daily and weekly hours worked; and
    - (e) Any deductions, rebates, or refunds from total daily and weekly compensation.
  - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by ESA under the terms of paragraph (B)(iii) of this clause.

A copy of the report required by paragraph (D) of this clause will fulfill this requirement.

- H. **Withholding of Payments and Termination of Contract:** The Contracting Officer shall withhold from the prime contractor under this or any other government contract with the prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay underpaid employees. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default.
- I. **Contractor's Report:** (i) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph C. of this clause. (ii) If wages to be paid or fringe benefits to be furnished any service employee(s) under the contract are covered in collective bargaining agreement effective at any time when the contract is being performed, the prime Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The prime Contractor shall report when contract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.
- J. **Variations, tolerances, and exemptions involving employment:** Notwithstanding any of the provisions in this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor: (i) In accordance with regulations issued under Section 14, of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA(29 CFR 520, 521, 524 and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act. (ii) The Administrator will issue certificates under the Act for employing apprentices, and student learners, disabled persons, or disabled clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of minimum wages, but without changing requirements concerning fringe benefits for supplementary cash payments in lieu of these benefits; (iii) The Administrator may also withdraw, annul, or cancel such certificates under 29 CFR 525 and 528; and (iv) an employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips credited by the employer against the minimum wage required by section 2(a)(1) of the Act or section 2(b)(1) of the Act, in accordance with regulations in 29 CFR 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended.

**I.15 RECOVERY OF DEBTS OWED THE DISTRICT**

The Contractor hereby agrees that the District may use all or any portion of any consideration or refund due the Contractor under the present contract to satisfy in whole or part, any debt of the Contractor due the District.

**I.16 NON-DISCLOSURE AGREEMENT**

- A. The Contractor shall maintain as confidential, and shall not disclose to third parties without the District's prior written consent, any District information including, but not limited to, the District's business activities, practices, systems, conditions, products, services, public information and education plans and related materials, and game and marketing plans.
- B. The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.
- C. No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than District Government officials unless written approval is obtained in advance from the Contracting Officer.
- D. The District shall ensure that its personnel do not disclose to any non-District person or organization information concerning the process the Contractor uses to provide services under the awarded contract.

**I.17 GOVERNMENT PROPERTY**

Contractor use of Government property shall be governed by Chapter 41 of Title 27 of the D.C. Municipal Regulations.

**I.18 RIGHTS IN DATA**

**A. Definitions**

- 1. "Products" - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

4. “District” – The District of Columbia and its agencies.

#### **B. Title to Project Deliverables**

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall: (1) remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District is granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction) and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose(s) of the project or work plan or contract; and (2) be licensed in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph. Any product provided by Contractor pursuant to this contract is an Existing Product.

2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor. Contractor will not provide any Custom Products to the District in performing this contract.

#### **C. Transfers or Assignments of Existing or Custom Products by the District**

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas,

concepts, techniques and experience developed under a project or work plan in the course of Contractor's business.

**D. Subcontractor Rights**

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

**E. Source Code Escrow**

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

**F. Indemnification and Limitation of Liability**

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights,

or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data, unless the liability was caused by the gross negligence or intentional misconduct of the District, its officers, agencies, departments, agents, and employees.

**I.19 PATENTS**

The Contractor shall hold and save the District, its officers, agents, servants and employees harmless from liability of any nature or kind, including costs, expenses, for or on account of any patented or unpatented invention, article, process, or appliance, manufactured or use in the performance of this contract, including their use by the District, unless otherwise specifically stipulated in this contract.

**I.20 RESERVED**

**I.21 APPROPRIATION OF FUNDS**

The District's liability under this contract is contingent upon the future availability of appropriated monies with which to make payment for the contract purposes. The legal liability on the part of the District for payment of any money shall not arise unless and until such monies shall have been provided. The District's obligation to pay under this contract is subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2001); (iii) D.C. Official Code § 47-105 (2001); and (iv) D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time. Any expenditures under the contract in excess of the encumbered budget authority are subject to appropriation or additional budget authority.

**I.22 MULTIYEAR CONTRACT**

If funds are not appropriated or otherwise made available for the continued performance in a subsequent year of a multiyear contract, the contract for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of this contract. Unless otherwise provided for in this contract, the effect of termination is to discharge both the District and the Contractor from future performance of the Contract, but not from their existing obligations. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred, but not amortized in the price of the supplies or services delivered under the Contract.

**I.23 RESERVED**

**I.24 CONTRACTS IN EXCESS OF \$1 MILLION DOLLARS**

Any contract in excess of one million dollars (\$1,000,000) within a 12-month period shall not be binding or give rise to any claim or demand against the District unless first approved by the Council of the District of Columbia and signed by the Contracting Officer.

**I.25 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

**I.26 RESERVED**

**I.27 AMERICANS WITH DISABILITIES ACT OF 1990 (“ADA”)**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. § 12101 et seq.

**I.28 FREEDOM OF INFORMATION ACT (“FOIA”)**

The District of Columbia’s Freedom of Information Act, at D.C. Official Code § 2-532 (a)(3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.1 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

**I.29 RESERVED**

**I.30 INSURANCE**

- A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the

jurisdiction where the Contractor is incorporated or the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation, professional liability and crime) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. The Contractor and its subcontractors' liability policies (except for workers' compensation, professional liability, and crime) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.



2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. i) Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.  
  
ii) Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.  
  
iii) All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.
4. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3<sup>rd</sup> party fidelity to cover the dishonest acts of Contractor, its employees and/or volunteers which result in a loss to the District. The policy shall provide a limit of \$100,000 per occurrence.
5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages. Shared limits with the Professional Liability coverage will be acceptable.
6. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim unless the claim was caused by or results from the gross negligence or intentional misconduct of the District, its officers, agencies, departments, agents, and

employees. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act.

7. Installation Floater Insurance - For projects involving District property being installed, fabricated or erected by a contractor, the contractor shall provide an installation floater policy with a limit equal to the full contract value. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor.
8. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$5,000,000 per claim or per occurrence for each wrongful act and \$5,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Shared limits with the Cyber Liability coverage will be acceptable.
9. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$4,000,000 per occurrence and \$4,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

**B. PRIMARY AND NONCONTRIBUTORY INSURANCE.**

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- C. DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction or service related contracts.

- D. LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

- E. **CONTRACTOR’S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- G. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia**

**And mailed to the attention of:  
Drakus Wiggins / Office of the Chief Financial Officer  
1100 4th Street SW, Suite E620  
202-442-7121  
drakus.wiggins@dc.gov**

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or other evidence of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- J. **CARRIER RATINGS.** All Contractor’s and its subcontractors’ insurance required in connection with this contract shall be written by insurance companies with an A.M. Best

Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

**I.31 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

- I.31.1 For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).
- I.31.2 The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:
- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
  - (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.
- I.31.3 The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- I.31.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- I.31.5 The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- I.31.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- I.31.7 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- I.31.8 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- I.31.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in Section I.7.
- I.31.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

I.31.11 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

**I.32 COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District will have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

**I.33 HEALTH AND SAFETY STANDARDS**

Items delivered under this contract shall conform to all requirements of the Occupational Safety and Health Act of 1970, as amended (“OSHA”), and Department of Labor Regulations under OSHA, and all Federal requirements in effect at time of bid opening/proposal submission.

**I.34 FORCE MAJEURE**

Neither the Contractor nor the District shall be deemed in default or otherwise liable hereunder due to either party’s inability to perform by reason of any fire, earthquake, flood, epidemic, pandemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial orders (which judicial orders are not the result of any act or omission to act which would constitute a default hereunder), or any failure or delay of any transportation, power or other essential thing required, or similar causes beyond the parties control.

**I.35 GOVERNING LAW**

This contract shall be governed by, and construed in accordance with, the laws of the District of Columbia, including, but not limited to, the District of Columbia Procurement Practices Reform Act of 2010, (D.C. Law 18-371; D.C. Official Code §§ 2-351.01, et seq. and D.C. MUN. REGS. tit. 27.

**I.36 ORDER OF PRECEDENCE**

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) Contract
- (2) Contract Attachments

**SECTION J**  
**ATTACHMENTS**

The following Attachments are hereby incorporated:

- J.1 U.S. Department of Labor Wage Determination No. 2015-4281, Revision 17, Dated 12/21/2020
- J.2 Doing Business with Integrity
- J.3 Bidder/Offeror Certifications
- J.4 Price Schedule
- J.5 Statement of Work

**SECTION K**

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1 AUTHORIZED OFFICERS**

The Contractor shall list the names of persons authorized to negotiate on the Contractor's behalf in connection with this solicitation (list names, titles, and telephone numbers of the authorized negotiators):

Amy Duncan, Vice President for Delivery, (716) 531-9057  
Scott Pralle, Vice President for Business Development, (708) 704-2312

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**K.2 PENDING LEGAL CLAIMS AGAINST THE DISTRICT**

The Offeror must disclose any pending legal claims against the District. Pending legal claims includes, but is not limited to, Federal and District court litigation, administrative actions such as contract appeals or protests, claims for money damages from the District, and any other type of action (court or administrative) against the District. Offerors with pending legal claims against the District are not automatically precluded from contract award. If Offerors does not have any pending legal claims against the District, please indicate this below.

None \_\_\_\_\_

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The Contractor hereby certifies that the information provided above is true, correct and complete.

Kelly Pralle                      8/27/2021                      Treasurer  
Signature                                      Date                                      Title

**K.3 TERMS AND CONDITIONS CERTIFICATION**

The Contractor hereby certifies that it has read, understands, acknowledges and agrees to comply with the terms and conditions as set forth in this solicitation/contract/resultant contract, *without exception*.

Kelly Pralle                      8/27/21                      Treasurer  
Signature                                      Date                                      Title

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210  Wage Determination No.: 2015-4281 Revision No.: 17 Date Of Last Revision: 12/21/2020
Daniel W. Simms Director	Division of Wage Determinations

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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States: District of Columbia Maryland Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert Charles Prince George's

Virginia Counties of Alexandria Arlington Fairfax Falls Church Fauquier Loudoun Manassas Manassas Park Prince William Stafford

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**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		19.10
01012 - Accounting Clerk II		21.44
01013 - Accounting Clerk III		23.99
01020 - Administrative Assistant		34.70
01035 - Court Reporter		24.02
01041 - Customer Service Representative I		15.13
01042 - Customer Service Representative II		17.01
01043 - Customer Service Representative III		18.56
01051 - Data Entry Operator I		16.64
01052 - Data Entry Operator II		18.16
01060 - Dispatcher Motor Vehicle		20.54
01070 - Document Preparation Clerk		17.75
01090 - Duplicating Machine Operator		17.75
01111 - General Clerk I		15.11
01112 - General Clerk II		16.49
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		18.38
01191 - Order Clerk I		15.29
01192 - Order Clerk II		16.68
01261 - Personnel Assistant (Employment) I		19.09
01262 - Personnel Assistant (Employment) II		21.36
01263 - Personnel Assistant (Employment) III		23.81
01270 - Production Control Clerk		26.18



01290 - Rental Clerk	16.55
01300 - Scheduler Maintenance	18.07
01311 - Secretary I	18.07
01312 - Secretary II	20.18
01313 - Secretary III	25.29
01320 - Service Order Dispatcher	18.36
01410 - Supply Technician	34.70
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	15.69
01531 - Travel Clerk I	17.63
01532 - Travel Clerk II	19.21
01533 - Travel Clerk III	20.67
01611 - Word Processor I	17.41
01612 - Word Processor II	19.55
01613 - Word Processor III	21.87
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	28.60
05010 - Automotive Electrician	24.50
05040 - Automotive Glass Installer	23.07
05070 - Automotive Worker	23.07
05110 - Mobile Equipment Servicer	19.84
05130 - Motor Equipment Metal Mechanic	25.79
05160 - Motor Equipment Metal Worker	23.07
05190 - Motor Vehicle Mechanic	25.79
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	23.07
05310 - Painter Automotive	24.50
05340 - Radiator Repair Specialist	23.07
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	25.79
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.36
07041 - Cook I	16.47
07042 - Cook II	19.15
07070 - Dishwasher	12.96
07130 - Food Service Worker	13.07
07210 - Meat Cutter	20.41
07260 - Waiter/Waitress	11.81
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.75
11060 - Elevator Operator	14.41
11090 - Gardener	20.42
11122 - Housekeeping Aide	14.41
11150 - Janitor	14.41
11210 - Laborer Grounds Maintenance	15.24
11240 - Maid or Houseman	13.85
11260 - Pruner	13.80
11270 - Tractor Operator	18.68
11330 - Trail Maintenance Worker	15.24
11360 - Window Cleaner	15.91
12000 - Health Occupations	
12010 - Ambulance Driver	23.71
12011 - Breath Alcohol Technician	23.49
12012 - Certified Occupational Therapist Assistant	33.40
12015 - Certified Physical Therapist Assistant	27.29
12020 - Dental Assistant	22.82
12025 - Dental Hygienist	50.57

12030 - EKG Technician	33.48
12035 - Electroneurodiagnostic Technologist	33.48
12040 - Emergency Medical Technician	23.71
12071 - Licensed Practical Nurse I	20.26
12072 - Licensed Practical Nurse II	22.67
12073 - Licensed Practical Nurse III	25.27
12100 - Medical Assistant	18.68
12130 - Medical Laboratory Technician	25.27
12160 - Medical Record Clerk	18.96
12190 - Medical Record Technician	22.67
12195 - Medical Transcriptionist	20.67
12210 - Nuclear Medicine Technologist	41.59
12221 - Nursing Assistant I	12.22
12222 - Nursing Assistant II	13.74
12223 - Nursing Assistant III	14.99
12224 - Nursing Assistant IV	16.83
12235 - Optical Dispenser	25.02
12236 - Optical Technician	21.03
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	19.35
12305 - Radiologic Technologist	35.25
12311 - Registered Nurse I	30.40
12312 - Registered Nurse II	36.78
12313 - Registered Nurse II Specialist	36.78
12314 - Registered Nurse III	44.14
12315 - Registered Nurse III Anesthetist	44.14
12316 - Registered Nurse IV	52.91
12317 - Scheduler (Drug and Alcohol Testing)	28.97
12320 - Substance Abuse Treatment Counselor	27.23
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	23.03
13012 - Exhibits Specialist II	28.53
13013 - Exhibits Specialist III	34.90
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	38.84
13050 - Library Aide/Clerk	17.04
13054 - Library Information Technology Systems Administrator	35.07
13058 - Library Technician	21.85
13061 - Media Specialist I	25.31
13062 - Media Specialist II	28.32
13063 - Media Specialist III	31.55
13071 - Photographer I	18.32
13072 - Photographer II	20.79
13073 - Photographer III	26.04
13074 - Photographer IV	31.52
13075 - Photographer V	37.14
13090 - Technical Order Library Clerk	21.40
13110 - Video Teleconference Technician	28.01
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92

14160 - Personal Computer Support Technician	26.22
14170 - System Support Specialist	38.69
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	40.88
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	34.72
15085 - Maintenance Test Pilot Fixed Jet/Prop	49.06
15086 - Maintenance Test Pilot Rotary Wing	49.06
15088 - Non-Maintenance Test/Co-Pilot	49.06
15090 - Technical Instructor	30.12
15095 - Technical Instructor/Course Developer	36.85
15110 - Test Proctor	24.32
15120 - Tutor	24.32
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	15.19
16030 - Counter Attendant	15.19
16040 - Dry Cleaner	18.12
16070 - Finisher Flatwork Machine	15.19
16090 - Presser Hand	15.19
16110 - Presser Machine Drycleaning	15.19
16130 - Presser Machine Shirts	15.19
16160 - Presser Machine Wearing Apparel Laundry	15.19
16190 - Sewing Machine Operator	18.88
16220 - Tailor	19.63
16250 - Washer Machine	16.61
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	27.63
19040 - Tool And Die Maker	33.56
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.25
21030 - Material Coordinator	26.18
21040 - Material Expediter	26.18
21050 - Material Handling Laborer	13.87
21071 - Order Filler	16.60
21080 - Production Line Worker (Food Processing)	20.25
21110 - Shipping Packer	18.13
21130 - Shipping/Receiving Clerk	18.13
21140 - Store Worker I	15.10
21150 - Stock Clerk	19.49
21210 - Tools And Parts Attendant	20.25
21410 - Warehouse Specialist	20.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	40.69
23019 - Aircraft Logs and Records Technician	31.82
23021 - Aircraft Mechanic I	38.64
23022 - Aircraft Mechanic II	40.69
23023 - Aircraft Mechanic III	42.68
23040 - Aircraft Mechanic Helper	27.19
23050 - Aircraft Painter	36.70
23060 - Aircraft Servicer	31.82
23070 - Aircraft Survival Flight Equipment Technician	36.70
23080 - Aircraft Worker	33.84
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	33.84
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	38.64
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	15.78
23125 - Cable Splicer	34.63
23130 - Carpenter Maintenance	23.60
23140 - Carpet Layer	20.49

23160 - Electrician Maintenance	29.53
23181 - Electronics Technician Maintenance I	30.70
23182 - Electronics Technician Maintenance II	32.60
23183 - Electronics Technician Maintenance III	34.33
23260 - Fabric Worker	24.29
23290 - Fire Alarm System Mechanic	27.91
23310 - Fire Extinguisher Repairer	22.38
23311 - Fuel Distribution System Mechanic	34.34
23312 - Fuel Distribution System Operator	26.42
23370 - General Maintenance Worker	22.64
23380 - Ground Support Equipment Mechanic	38.64
23381 - Ground Support Equipment Servicer	31.82
23382 - Ground Support Equipment Worker	33.84
23391 - Gunsmith I	22.38
23392 - Gunsmith II	26.02
23393 - Gunsmith III	29.09
23410 - Heating Ventilation And Air-Conditioning Mechanic	28.96
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	30.50
23430 - Heavy Equipment Mechanic	28.32
23440 - Heavy Equipment Operator	24.05
23460 - Instrument Mechanic	33.08
23465 - Laboratory/Shelter Mechanic	27.63
23470 - Laborer	14.98
23510 - Locksmith	30.95
23530 - Machinery Maintenance Mechanic	29.39
23550 - Machinist Maintenance	26.10
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	33.08
23592 - Metrology Technician II	34.84
23593 - Metrology Technician III	36.54
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter Maintenance	21.75
23790 - Pipefitter Maintenance	28.47
23810 - Plumber Maintenance	27.04
23820 - Pneudraulic Systems Mechanic	29.09
23850 - Rigger	28.23
23870 - Scale Mechanic	26.02
23890 - Sheet-Metal Worker Maintenance	26.70
23910 - Small Engine Mechanic	20.63
23931 - Telecommunications Mechanic I	33.90
23932 - Telecommunications Mechanic II	35.70
23950 - Telephone Lineman	34.02
23960 - Welder Combination Maintenance	24.34
23965 - Well Driller	25.20
23970 - Woodcraft Worker	29.09
23980 - Woodworker	22.38
24000 - Personal Needs Occupations	
24550 - Case Manager	20.05
24570 - Child Care Attendant	13.96
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	12.99
24620 - Family Readiness And Support Services Coordinator	20.05
24630 - Homemaker	20.05
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	33.55
25040 - Sewage Plant Operator	26.77
25070 - Stationary Engineer	33.55
25190 - Ventilation Equipment Tender	23.62
25210 - Water Treatment Plant Operator	26.77
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.83

27007 - Baggage Inspector	17.28
27008 - Corrections Officer	27.86
27010 - Court Security Officer	29.37
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	27.86
27070 - Firefighter	30.87
27101 - Guard I	17.28
27102 - Guard II	20.57
27131 - Police Officer I	31.63
27132 - Police Officer II	35.14
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.62
28042 - Carnival Equipment Repairer	15.98
28043 - Carnival Worker	10.80
28210 - Gate Attendant/Gate Tender	15.74
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	17.62
28510 - Recreation Aide/Health Facility Attendant	12.85
28515 - Recreation Specialist	21.82
28630 - Sports Official	14.03
28690 - Swimming Pool Operator	18.57
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	33.54
29020 - Hatch Tender	33.54
29030 - Line Handler	33.54
29041 - Stevedore I	31.31
29042 - Stevedore II	35.62
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	44.89
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	30.95
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	34.08
30021 - Archeological Technician I	20.86
30022 - Archeological Technician II	23.34
30023 - Archeological Technician III	28.90
30030 - Cartographic Technician	28.90
30040 - Civil Engineering Technician	29.89
30051 - Cryogenic Technician I	32.01
30052 - Cryogenic Technician II	35.36
30061 - Drafter/CAD Operator I	20.86
30062 - Drafter/CAD Operator II	23.34
30063 - Drafter/CAD Operator III	26.01
30064 - Drafter/CAD Operator IV	32.01
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	28.90
30095 - Evidence Control Specialist	28.90
30210 - Laboratory Technician	26.31
30221 - Latent Fingerprint Technician I	34.67
30222 - Latent Fingerprint Technician II	38.29
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30375 - Petroleum Supply Specialist	35.36
30390 - Photo-Optics Technician	28.90
30395 - Radiation Control Technician	35.36
30461 - Technical Writer I	27.62
30462 - Technical Writer II	33.80
30463 - Technical Writer III	40.88
30491 - Unexploded Ordnance (UXO) Technician I	28.53

30492 - Unexploded Ordnance (UXO) Technician II	34.51
30493 - Unexploded Ordnance (UXO) Technician III	41.37
30494 - Unexploded (UXO) Safety Escort	28.53
30495 - Unexploded (UXO) Sweep Personnel	28.53
30501 - Weather Forecaster I	32.01
30502 - Weather Forecaster II	38.93
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 26.01
30621 - Weather Observer Senior	(see 2) 28.90
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.51
31020 - Bus Aide	14.84
31030 - Bus Driver	21.58
31043 - Driver Courier	17.15
31260 - Parking and Lot Attendant	13.81
31290 - Shuttle Bus Driver	18.75
31310 - Taxi Driver	16.10
31361 - Truckdriver Light	18.75
31362 - Truckdriver Medium	20.35
31363 - Truckdriver Heavy	23.11
31364 - Truckdriver Tractor-Trailer	23.11
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.83
99030 - Cashier	11.90
99050 - Desk Clerk	14.00
99095 - Embalmer	34.10
99130 - Flight Follower	28.53
99251 - Laboratory Animal Caretaker I	13.64
99252 - Laboratory Animal Caretaker II	14.91
99260 - Marketing Analyst	35.17
99310 - Mortician	34.10
99410 - Pest Controller	20.07
99510 - Photofinishing Worker	16.34
99710 - Recycling Laborer	22.98
99711 - Recycling Specialist	28.16
99730 - Refuse Collector	20.81
99810 - Sales Clerk	12.74
99820 - School Crossing Guard	16.38
99830 - Survey Party Chief	28.48
99831 - Surveying Aide	17.70
99832 - Surveying Technician	27.06
99840 - Vending Machine Attendant	15.48
99841 - Vending Machine Repairer	19.67
99842 - Vending Machine Repairer Helper	15.48

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Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or

stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the

conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.



**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) \*\*****Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure

to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
  
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
  
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
  
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
  
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
  
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."





**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF THE CHIEF FINANCIAL OFFICER**

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**DOING BUSINESS WITH INTEGRITY**

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***Introduction***

You are receiving this because you are a contractor or a vendor who does repeated business with the Office of the Chief Financial Officer (OCFO), Government of the District of Columbia, or you are an organization or individual outside the OCFO with whom we frequently interact.

Our purpose is to advise you of the high expectation of integrity that we strive to bring to bear in all of our business relationships.

***Environment of Trust***

The Office of the Chief Financial Officer is committed to maintaining working relationships that are founded on fair and honest exchanges in all of our business interactions. Our employees are held to high standards of ethical behavior in the conduct of their official business.

We want to share these expectations of ethical business practices with you to ensure that our business relationships are conducted with the highest level of honesty and integrity.

***OCFO Code of Conduct for Employees***

The OCFO Code of Conduct imparts three fundamental values for employees:

- Employees should conduct themselves in such a manner as to maintain and enhance the integrity and professional reputation of the OCFO organization
- Employees should not use their position to secure unwarranted privileges, awards, or exemptions for themselves or others
- Employees should avoid real or perceived conflicts of interest between the employee's private interest and the employee's official duties.

For your reference, the OCFO Code of Conduct can be accessed electronically at [www.cfo.dc.gov](http://www.cfo.dc.gov). Go to Information, click on Integrity and Oversight, then click on Integrity Documents to reach the Code of Conduct.

### ***Confidentiality of Financial and Other Information***

We expect our employees to maintain absolute confidentiality concerning all information that they obtain, observe, or create relating to the financial affairs of those we do business with. We vigorously investigate any compromise of confidentiality by employees or any attempts to improperly obtain such information by private parties or businesses.

### ***Bribery and Conflict of Interest***

In addition to our standards of conduct, there are certain criminal statutes in the federal criminal code relating to bribery and conflict of interest that apply not only to employees of the federal government, but also to employees of the District of Columbia.

- The offer of anything of value in expectation of specific performance by a government employee is a crime, and even the appearance of such activity should be avoided.
- Employees may not accept anything of value (other than their government salaries) for the performance of their duties. This is outlined below under Gratuities and Other Gift Rules.
- Our employees are required to report all offers of bribes and gratuities to us, and we ensure that these matters are investigated and addressed. Likewise, we encourage anyone who believes they may have been solicited for a bribe or gratuity by an OCFO employee to report the matter immediately, as indicated at the end of this document.
- We also expect our employees to avoid conflicts of interest or the appearance of conflicts of interest. A particularly sensitive issue for government employees is the offer of employment with a company doing business with the OCFO. At any point when a government employee is considering employment with a private company that has a business relationship with the government, that employee must discontinue work on any assignment involving that company or face the very real possibility of violating conflict of interest statutes. This could also jeopardize the company's eligibility to be awarded government contracts.
- Employees are also expressly forbidden from performing official duties in situations involving friends, relatives or persons or businesses with whom they, or their family members, have a financial relationship. At any point where such a relationship is discovered or develops, the employee must discontinue their involvement in the official matter. For the employee and the business entity to continue to conduct official business after such a conflict is evident, would be inappropriate and possibly illegal.

### ***Gratuities***

It is always gratifying to hear that our staff has provided exemplary service to those with whom we do business. Sometimes, however, the expression of appreciation is made in a form that is inappropriate for government employees to accept.

OCFO employees are prohibited by law from accepting money or other things of value as an appreciation for a job well done. Sometimes even the mere offer of something of value may violate bribery and gratuity statutes. A more appropriate expression of gratitude for the service rendered is a letter to the employee's supervisor. If you don't know who that is, you may simply send your letter to the Office of the Chief Financial Officer, and it will be routed to the proper official.

### ***Other Gift Rules***

Gifts of food and/or beverages, even during holiday seasons and other celebratory occasions, are not acceptable if the giver has a business relationship of any kind with the D.C. Government. Such offers, while well-intentioned, tend to give the impression of a special relationship between the giver and the government employee.

This rule does not apply to the offer and acceptance of an insignificant item, such as a soft drink, coffee, donuts and other modest items of food and refreshments when not offered as part of a meal. Additional information on gift rules and exceptions is contained in OCFO Code of Conduct, which can be accessed electronically at [www.cfo.dc.gov](http://www.cfo.dc.gov). Go to Information, click on Integrity and Oversight, then click on Integrity Documents to reach the Code of Conduct.

### ***Compliance with Contracting Rules and Regulations***

Ensuring compliance with the provisions of contracts is an important expectation of government employees. Even so, we have seen examples where the rules were not followed, usually based on the "need to get the job done." Such behavior puts both the government employee and the contractor in jeopardy.

If modifications to existing contracts are necessary, they should be formally pursued in accordance with OCFO contracting rules and regulations. No work outside the specifications of a contract should be performed without an approved contract modification. Performing work outside of contract specifications or beyond authorized funding, could result in a default for the contractor and denial of payment for such work. In the more extreme cases, failure to comply with contracting regulations could be considered fraud and may be investigated as a criminal violation.

### ***Reporting Misconduct, Fraud, Waste and Abuse***

The OCFO has a zero tolerance policy for fraud and misconduct involving its employees and programs. Similarly, we do not tolerate attempts to corrupt our employees.

The Office of Integrity and Oversight is an independent entity of the OCFO with responsibility for protecting the integrity of the OCFO and preventing fraud and other misconduct in OCFO programs. OIO conducts investigations of alleged employee misconduct and works closely with federal and District law enforcement agencies in investigating criminal offenses affecting the integrity of the OCFO.

We all want the government's business to be conducted fairly, impartially, and with the highest degree of integrity. The best way to ensure this is to report any indication that illegal acts or administrative misconduct may have occurred. Here is how you can report such matters, by telephone, in person, mail, or electronically:

**OCFO Office of Integrity and Oversight**

1100 4<sup>th</sup> Street, S.W.; Suite 750-E  
Washington, DC 20024  
(202) 442-6433

In addition to receiving your report, investigators are available to discuss any questions or concerns you may have about the matter. Reporting can also be done electronically at the OCFO website: [www.cfo.dc.gov](http://www.cfo.dc.gov). Under Information, click on the Integrity and Oversight link, and then click on Reporting Incidents and Concerns.

**OCFO Confidential Hotline**

In order to address any concern about reporting anonymously, the OCFO has contracted with an independent, third-party organization that provides a confidential hotline service. This hotline is available for reporting allegations of OCFO employee misconduct, and fraud, waste and abuse involving OCFO programs.

Reports can be made by telephone to this toll-free hotline, which is staffed 24 hours a day, at 1-877-252-8805, or it can be accessed at [www.ocfo.ethicspoint.com](http://www.ocfo.ethicspoint.com).

**District of Columbia Office of the Inspector General**

Reports of fraud, waste and abuse may be reported to the Office of the Inspector General by telephone at 1-800-521-1639, or electronically at [www.oig.dc.gov](http://www.oig.dc.gov).

**BIDDER/OFFEROR CERTIFICATION FORM**

<b>COMPLETION</b>			
The person(s) completing this form must be knowledgeable about the bidder's/offeror's business and operations.			
<b>RESPONSES</b>			
Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeror's name at the top of each attached page.			
<b>GENERAL INSTRUCTIONS</b>			
This form contains four (4) sections. Section I concerns the bidder's/offeror's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); and Section IV requires the bidder's/offeror's signature.			
<b>SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION</b>			
<i>Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the bidder's/offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeror's business. Part 4 concerns the bidder's/offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeror's financial and organizational status. Part 7 requires the bidder/offeror to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).</i>			
<b>PART 1: BIDDER/OFFEROR INFORMATION</b>			
Legal Business Entity Name:	EIN:	Solicitation/Contract #:	
Custom Data Processing, Inc	36-3022123	CFOPD-21-C-035	
Address of the Principal Place of Business (street, city, state, zip code)	Telephone # and ext.:	Fax #:	
1408 Joliet Road, Romeoville, IL 60446	800-888-6035	630-972-6337	
Email Address:	Website:		
kelly.pralle@cdpehs.com	https://www.cdpehs.com		
Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).			
Type:	Name:	EIN:	Status:
1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):			
<input checked="" type="checkbox"/> Corporation (including PC)	Date of Incorporation: 2/8/1979		
<input type="checkbox"/> Joint Venture	Date of Organization:		
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)	Date of Organization:		
<input type="checkbox"/> Nonprofit Organization	Date of Organization:		
<input type="checkbox"/> Partnership (including LLP, LP or General)	Date of Registration or Establishment:		
<input type="checkbox"/> Sole Proprietor	How many years in business?:		
<input type="checkbox"/> Other	Date established?:		
If "Other," please explain:			
1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.			
State <u>Illinois</u>		Country <u>USA</u>	
1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:			
(a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or		<b>Registrations in Process</b>	
(b) Explain its exemption from the requirement.			



<b>PART 2: INDIVIDUAL RESPONSIBILITY</b>	
<i>Additional Instructions for Section I, Parts 2 through 8: Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).</i>	
Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:	
2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.3 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 2.	
<b>PART 3: BUSINESS RESPONSIBILITY</b>	
Within the past five (5) years, has the bidder/offeror:	
3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.2 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.5 Been disqualified or proposed for disqualification on any government permit or license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.6 Been denied a contract award or had a bid or proposal rejected based upon a non-responsibility finding by a government entity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 3.	
<b>PART 4: CERTIFICATES AND LICENSES</b>	
Within the past five (5) years, has the bidder/offeror:	
4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please provide an explanation for "Yes" in Subpart 4.1.	
4.2 Please provide a copy of the bidder's/offeror's District of Columbia Office of Tax and Revenue Clean Hands Tax Certification prior to award.	
<b>PART 5: LEGAL PROCEEDINGS</b>	
Within the past five (5) years, has the bidder/offeror:	
5.1 Had any liens or judgments (not including UCC filings) over \$25,000 filed against it which remain undischarged?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).	
5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Please provide an explanation for each "Yes" in Part 5.

**PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION**

6.1 Within the past five (5) years, has the bidder/offeror received any formal unsatisfactory performance assessment(s) from any government entity on any contract?  Yes  No

If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

6.2 Within the past five (5) years, has the bidder/offeror had any liquidated damages assessed by a government entity over \$25,000?  Yes  No

If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).

6.3 Within the last seven (7) years, has the bidder/offeror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?  Yes  No

If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".

6.4 During the past three (3) years, has the bidder/offeror failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?  Yes  No

If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeror failed to file/pay and the current status of the tax liability.

6.5 During the past three (3) years, has the bidder/offeror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?  Yes  No

If "Yes" to Subpart 6.5, provide the years the bidder/offeror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).

6.6 During the past three (3) years, has the bidder/offeror failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services?  Yes  No

If "Yes" to Subpart 6.6, provide the years the bidder/offeror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).

6.7 Indicate whether the bidder/offeror owes any outstanding debt to any state, federal or District of Columbia government.  Yes  No

If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

6.8 During the past three (3) years, has the bidder/offeror been audited by any government entity?  Yes  No

(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?  Yes  No

(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

**PART 7: RESPONSE UPDATE REQUIREMENT**

7.1 In accordance with the requirement of Section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the bidder/offeror shall update any response provided in Section I of this form during the term of this contract:

(a) Within sixty (60) days of a material change to a response; and

(b) Prior to the exercise of an option year contract.

**PART 8: FREEDOM OF INFORMATION ACT (FOIA)**

8.1 Indicate whether the bidder/offeror asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.)

Yes  No

**SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS**

*Instructions for Section II: Section II contains four (4) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the bidder/offeror's pricing. Part 3 relates to equal employment opportunity requirements. Part 4 relates to First Source requirements.*

**PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT**

1.1 The bidder/offeror certifies that no officer or employee of the District of Columbia will benefit from this contract. List the name(s) of any officer or employee of the District of Columbia that may benefit from this contract in section 1.2 below.

1.2 The following officer or employee of the District of Columbia may benefit from this contract.

(a) \_\_\_\_\_

(b) \_\_\_\_\_

**PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS**

The bidder/offeror certifies that:

2.1 The signature of the bidder/offeror is considered to be a certification by the signatory that:

(a) The contract prices have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any bidder/offeror or competitor related to:

- (i) Those prices;
- (ii) The intention to submit a bid/proposal; or
- (iii) The methods or factors used to calculate the prices in the contract.

(b) The prices in this contract have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid/proposal opening unless otherwise required by law; and

(c) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

2.2 The signature on the bid/proposal is considered to be a certification by the signatory that the signatory:

(a) Is the person in the bidder's/offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; or

(b) Has been authorized, in writing, to act as an agent for the following principal in certifying that the principal has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above:

**John Booth, Director of Wic Sales**

*[Insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's/offeror's organization]*

(i) As an authorized agent, certifies that the principals named in subparagraph 2.2(b) above have not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; and

(ii) As an agent, has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above.

2.3 If the bidder/offeror deletes or modifies subparagraph 2.1(b) above, the bidder/offeror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.


**PART 3: EQUAL OPPORTUNITY AND HUMAN RIGHTS OBLIGATIONS**

3.1 I hereby certify that I am fully aware of the contents of Mayor's Order 85-85, Mayor's Order 2017-313 and the Office of Human Rights' regulations in Chapter 11 of title 4 of the DCMR, and agree to comply with them while performing this contract.

**PART 4: FIRST SOURCE OBLIGATIONS**

4.1 I hereby certify that I am fully aware of the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Law 19-84), and agree to enter into a First Source Employment Agreement with the Department of Employment Services if awarded any contract valued at \$300,000 or more which receives funds or resources from the District, or funds or resources which, in accordance with a federal grant or otherwise, is administered by the District government.

4.2 I certify that the Initial Employment Plan submitted with my bid or proposal is true and accurate.

<b>PART 5: EMPLOYMENT ELIGIBILITY OBLIGATIONS</b>		
5.1 I hereby certify that the Bidder/Offeror has verified the identity and employment eligibility of all of its employees.		
<b>PART 6: LANGUAGE ACCESS OBLIGATIONS</b>		
6.1 For contracts where the contracting agency is a "covered entity" or "covered entity with major public contact" as defined in Sections 2(2) and 2(3) of the Language Access Act of 2004 (D.C. Official Code § 2-1931(2) and § 2-1931(3)), I hereby certify that I will comply with Language Access compliance requirements of the contracting agency while performing this contract.		
<b>PART 7: CONFLICTS OF INTEREST</b>		
7.1 The bidder/offeror certifies that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under the contract.		
<b>PART 8: SUBCONTRACTING OBLIGATIONS</b>		
8.1 The bidder/offeror certifies that it has verified with the Department of Small and Local Business Development (DSLBD) the current certifications of its proposed certified business enterprise (CBE) subcontractors, if applicable.		
8.2 The bidder/offeror certifies that it has verified with the Department of Consumer and Regulatory Affairs (DCRA), and any other licensing authority, that its proposed subcontractors possess all applicable licenses and permits required to perform the work, at time of award.		
<b>SECTION III. DOMESTIC PREFERENCE CERTIFICATIONS</b>		
<i>Instructions for Section III: Section III contains three (3) parts which should only be completed only as applicable.</i>		
<b>PART 1: BUY AMERICAN ACT COMPLIANCE (Applies if the bidder/offeror will provide goods to the District that are subject to the requirements of the Buy American Act)</b>		
1.1 In accordance with 41 USC 8301 <i>et. seq.</i> and implementing regulations, the bidder/offeror certifies that each end product, except the end products listed below, is a domestic end product.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
_____ EXCLUDED END PRODUCTS		
_____ COUNTRY OF ORIGIN		
<b>PART 2: FHWA BUY AMERICA ACT COMPLIANCE (Applies to FHWA-funded construction contracts)</b>		
2.1 In accordance with 23 CFR 635.410(b), the bidder/offeror certifies that only steel or iron materials manufactured in the United States will be used for permanent incorporation on the project.	<input type="checkbox"/> Yes	<input type="checkbox"/> No <b>NA</b>
<b>PART 3: BUY AMERICAN ACT COMPLIANCE (Applies to locally-funded construction contracts)</b>		
3.1 In accordance with 41 USC 8301 <i>et. seq.</i> and implementing regulations, the bidder/offeror certifies that only construction materials manufactured in the United States will be used on the project.	<input type="checkbox"/> Yes	<input type="checkbox"/> No <b>NA</b>
<b>SECTION IV. CERTIFICATION</b>		
<i>Instruction for Section IV: This section must be completed by all bidder/offerors.</i>		
I, [ <b>Kelly Pralle</b> ], as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate. In accordance with the requirements of section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02(c)), I shall update any response provided in this form within 60 days of a material change to a response and prior to the exercise of an option period.		
Name [Print and sign]: <b>Kelly Pralle</b> 	Telephone #: <b>800-888-6035</b>	Fax #: <b>630-972-6337</b>
Title: <b>Secretary/Treasurer</b>	Email Address: <b>kelly.pralle@cdpehs.com</b>	
Date: <b>6/29/21</b>		
<i>The District of Columbia is hereby authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than 180 days, or both, as prescribed in D.C. Official Code § 22-2405. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Official Code § 22-2404.</i>		

## ATTACHMENT J.4

### SECTION B. Pricing Schedules

The following schedules reflect the total estimated price for the base year and each option year of the contract. In each schedule:

1. The "Base Quantities" represent the volume increment levels afforded to all Consortium members based on the total Consortium activity for any given month.
2. The "Unit Price" is the fixed price associated with the given increment.
3. The "Estimated Purchase" represents the estimated number of the specific Variable Price Item or Optional Item to be purchased by the District in a monthly or annually period, as specified.
4. The "Estimated Months per Year" represents how many months in a given year the estimated quantity is estimated to be purchased.
5. The "Total Estimated Annual Price" is the result of multiplying the unit price by the estimated quantity in a given year.
6. The POS Terminal Transaction Fees shall be the fees to covers the costs of routing transactions through various networks for processing and shall only apply to transactions processed at single-function terminals (i.e. not at any integrated vendors).

Base Year (Yr. 1)						
CLIN	ITEM DESCRIPTION	BASE QUANTITIES	UNIT PRICE	ESTIMATED PURCHASE		TOTAL ESTIMATED ANNUAL PRICE
<b>One Time Implementation - 8 months</b>						
<b>Fixed Price Items: (See note below)</b>						
010	Kickoff Meeting	N/A	\$ 136,978.00			\$ 136,978.00
020	Project Work Plan & Schedule	N/A	\$ 136,978.00			\$ 136,978.00
030	UAT	N/A	\$ 109,582.00			\$ 109,582.00
040	Pilot Rollout	N/A	\$ 109,582.00			\$ 109,582.00
050	Statewide Rollout	N/A	\$ 54,791.00			\$ 54,791.00
				<b>Fixed Price Implementation</b>		<b>\$ 547,911.00</b>
<b>Variable Price Items:</b>						
				<b>Annual Estimated Quantity</b>		
060	Single-Function wired POS configuration & deployment	N/A	\$ 155.00	7		\$ 1,085.00
061	POS Shipment	N/A	\$0.00	7		\$0.00
070	PIN Pads*	1-99	\$ 145.00			
071	PIN Pads*	100-199	\$ 143.00	26		\$ 3,718.00
072	PIN Pads*	200-299	\$ 140.00			
073	PIN Pads*	300-399	\$ 138.00			
074	PIN Pads*	400-499	\$ 135.00			
075	PIN Pads*	500-599	\$ 130.00			
090	Travel to DC	N/A	\$ 5,000.00	4		\$ 20,000.00
				<b>Total Implementation</b>		<b>\$ 572,714.00</b>
<b>Operations - 4 months</b>						
<b>Variable Price Items:</b>						
				<b>Monthly Estimated Quantity</b>	<b>Estimated Months per Year</b>	
100	Cost per Case Month (CPCM)*	<50,000	\$ 1.05			
101	CPCM*	50,000-75,000	\$ 0.78			
102	CPCM*	75,001-100,000	\$ 0.65			
103	CPCM*	100,001-125,000	\$ 0.57	17,000	4	\$ 38,760
104	CPCM*	125,001-150,000	\$ 0.53			
105	CPCM*	>=151,000	\$ 0.52			
200	eWIC Card Replacements (mail)	N/A	\$ 1.75	170	4	\$ 1,190.00
210	POS Monthly Maintenance	NA	\$ 30.00	7	4	\$ 840.00
220	POS Terminal Transaction Fees	NA	\$ 0.035	17,000	4	\$ 2,380.00
				<b>Total Variable Price</b>		<b>\$ 43,170.00</b>
<b>Optional Items:</b>						
				<b>Annual Estimated Quantity</b>		
300	Project Manager**	N/A	\$ 125.00	100		\$ 12,500.00
301	Technical Support**	N/A	\$ 130.00	100		\$ 13,000.00
302	Business Analyst**	N/A	\$ 115.00	100		\$ 11,500.00
303	Developer**	N/A	\$ 110.00	100		\$ 11,000.00
304	Training**	N/A	\$ 105.00	100		\$ 10,500.00
305	Disaster Services	N/A	\$ 30,000.00	1		\$ 30,000.00

<b>Option Year 1 - Operations</b>						
CLIN	ITEM DESCRIPTION	BASE QUANTITIES	UNIT PRICE	ESTIMATED PURCHASE		TOTAL ESTIMATED ANNUAL PRICE
<b>Variable Price Items:</b>				Monthly Estimated Quantity	Estimated Months per Year	
1100	Cost per Case Month (CPCM)*	<50,000	\$ 1.05			
1101	CPCM*	50,000-75,000	\$ 0.78			
1102	CPCM*	75,001-100,000	\$ 0.65			
1103	CPCM*	100,001-125,000	\$ 0.57	17,085	12	116,861.40
1104	CPCM*	125,001-150,000	\$ 0.53			
1105	CPCM*	>=151,000	\$ 0.52			
1200	eWIC Card Replacements (mail)	N/A	\$ 1.75	171	12	\$ 3,587.85
1300	POS Monthly Maintenance	N/A	\$ 30.00	7	12	\$ 2,520.00
1310	POS Terminal Transaction Fees	N/A	\$ 0.035	17,085	12	\$ 7,175.70
				<b>Total Variable Price</b>		<b>\$ 130,144.95</b>
<b>Optional Items:</b>				Annual Estimated Quantity		
1400	Single-Function wired POS configuration & deployment	N/A	\$ 155.00	5		\$ 775.00
1401	POS Shipment	N/A	\$ -	5		\$ -
1402	POS Monthly Maintenance	NA	\$ 30.00	5		\$ 1,800.00
1500	PIN Pads*	1-99	\$ 145.00			
1501	PIN Pads*	100-199	\$ 143.00	5		\$ 715.00
1502	PIN Pads*	200-299	\$ 140.00			
1503	PIN Pads*	300-399	\$ 138.00			
1504	PIN Pads*	400-499	\$ 135.00			
1505	PIN Pads*	500-599	\$ 130.00			
1600	Travel to DC	N/A	\$ 5,000.00	3		\$ 15,000.00
1700	Project Manager**	N/A	\$ 125.00	100		\$ 12,500.00
1701	Technical Support**	N/A	\$ 130.00	100		\$ 13,000.00
1702	Business Analyst**	N/A	\$ 115.00	100		\$ 11,500.00
1703	Developer**	N/A	\$ 110.00	100		\$ 11,000.00
1704	Training**	N/A	\$ 105.00	100		\$ 10,500.00
1800	Disaster Services	N/A	\$ 30,000.00	1		\$ 30,000.00
				<b>Total Option Item Price</b>		<b>\$ 103,500.00</b>
				<b>Total Option Year 1 Price</b>		<b>\$ 233,644.95</b>
	* Based on total Consortium quantities					
	**Labor (CLINs 2700-2704) calculation based on stated hourly rate					

**Option Year 2 - Operations**

CLIN	ITEM DESCRIPTION	BASE QUANTITIES	UNIT PRICE	ESTIMATED PURCHASE		TOTAL ESTIMATED ANNUAL PRICE
				Monthly Estimated Quantity	Estimated Months per Year	
<b>Variable Price Items:</b>						
2100	Cost per Case Month	<50,000	\$ 1.05			
2101	CPCM*	50,000-75,000	\$ 0.78			
2102	CPCM*	75,001-100,000	\$ 0.65			
2103	CPCM*	100,001-125,000	\$ 0.57	17,085	12	\$ 106,610.43
2104	CPCM*	125,001-150,000	\$ 0.53			
2105	CPCM*	>=151,000	\$ 0.52			
2200	eWIC Card Replacements (mail)	N/A	\$ 1.75	171	12	\$ 3,587.85
2300	POS Monthly Maintenance	N/A	\$ 30.00	7	12	\$ 2,520.00
2310	POS Terminal Transaction Fees	N/A	\$ 0.035	17,085	12	\$ 7,175.70
				<b>Total Variable Price</b>		<b>\$ 119,893.98</b>
<b>Optional Items:</b>						
				<b>Annual Estimated Quantity</b>		
2400	Single-Function wired POS configuration & deployment	N/A	\$ 155.00	5		\$ 775.00
2401	POS Shipment	N/A	\$ -	5		\$ -
2402	POS Monthly Maintenance	NA	\$ 30.00	5		\$ 1,800.00
2500	PIN Pads*	1-99	\$ 145.00			
2501	PIN Pads*	100-199	\$ 143.00	5		\$ 715.00
2502	PIN Pads*	200-299	\$ 140.00			
2503	PIN Pads*	300-399	\$ 138.00			
2504	PIN Pads*	400-499	\$ 135.00			
2505	PIN Pads*	500-599	\$ 130.00			
2600	Travel to DC	N/A	\$ 5,000.00	3		\$ 15,000.00
2700	Project Manager**	N/A	\$ 125.00	100		\$ 12,500.00
2701	Technical Support**	N/A	\$ 130.00	100		\$ 13,000.00
2702	Business Analyst**	N/A	\$ 115.00	100		\$ 11,500.00
2703	Developer**	N/A	\$ 110.00	100		\$ 11,000.00
2704	Training**	N/A	\$ 105.00	100		\$ 10,500.00
2800	Disaster Services	N/A	\$ 30,000.00	1		\$ 30,000.00
				<b>Total Option Item Price</b>		<b>\$ 106,790.00</b>
				<b>Total Option Year 2 Price</b>		<b>\$ 226,683.98</b>

\* Based on total Consortium quantities

\*\*Labor (CLINs 2700-2704) calculation based on stated hourly rate



**Option Year 3 - Operations**

CLIN	ITEM DESCRIPTION	BASE QUANTITIES	UNIT PRICE	ESTIMATED PURCHASE		TOTAL ESTIMATED ANNUAL PRICE
				Monthly Estimated Quantity	Estimated Months per Year	
<b>Variable Price Items:</b>						
3100	Cost per Case	<50,000	\$ 1.05			
3101	CPCM*	50,000-75,000	\$ 0.78			
3102	CPCM*	75,001-100,000	\$ 0.65			
3103	CPCM*	100,001-125,000	\$ 0.57	17,170	12	\$ 107,143.48
3104	CPCM*	125,001-150,000	\$ 0.53			
3105	CPCM*	>=151,000	\$ 0.52			
3200	eWIC Card Replacements (mail)	N/A	\$ 1.75	172	12	\$ 3,605.79
3300	POS Monthly Maintenance	N/A	\$ 30.00	7	12	\$ 2,520.00
3310	POS Terminal Transaction Fees	N/A	\$ 0.035	17,170	12	\$ 7,211.58
				<b>Total Variable Price</b>		<b>\$ 120,480.85</b>
<b>Optional Items:</b>				<b>Annual Estimated Quantity</b>		
3400	Single-Function wired POS configuration & deployment	N/A	\$ 155.00	5		\$ 775.00
3401	POS Shipment	N/A	\$ -	5		\$ -
3402	POS Monthly Maintenance	NA	\$ 30.00	5		\$ 1,800.00
3500	PIN Pads*	1-99	\$ 145.00			
3501	PIN Pads*	100-199	\$ 143.00	5		\$ 715.00
3502	PIN Pads*	200-299	\$ 140.00			
3503	PIN Pads*	300-399	\$ 138.00			
3504	PIN Pads*	400-499	\$ 135.00			
3505	PIN Pads*	500-599	\$ 130.00			
3600	Travel to DC	N/A	\$ 5,000.00	3		\$ 15,000.00
3700	Project Manager**	N/A	\$ 125.00	100		\$ 12,500.00
3701	Technical Support**	N/A	\$ 130.00	100		\$ 13,000.00
3702	Business Analyst**	N/A	\$ 115.00	100		\$ 11,500.00
3703	Developer**	N/A	\$ 110.00	100		\$ 11,000.00
3704	Training**	N/A	\$ 105.00	100		\$ 10,500.00
3800	Disaster Services	N/A	\$ 30,000.00	1		\$ 30,000.00
				<b>Total Option Item Price</b>		<b>\$ 106,790.00</b>
				<b>Total Option Year 3 Price</b>		<b>\$ 227,270.85</b>

\* Based on total Consortium quantities

\*\*Labor (CLINs 3700-3704) calculation based on stated hourly rate

**Option Year 4 - Operations**

CLIN	ITEM DESCRIPTION	BASE QUANTITIES	UNIT PRICE	ESTIMATED PURCHASE		TOTAL ESTIMATED ANNUAL PRICE
				Monthly Estimated Quantity	Estimated Months per Year	
<b>Variable Price Items:</b>						
4100	Cost per Case	<50,000	\$ 1.05			
4101	CPCM*	50,000-75,000	\$ 0.78			
4102	CPCM*	75,001-100,000	\$ 0.65			
4103	CPCM*	100,001-125,000	\$ 0.57	17,256	12	\$ 107,679.20
4104	CPCM*	125,001-150,000	\$ 0.53			
4105	CPCM*	>=151,000	\$ 0.52			
4200	eWIC Card Replacements (mail)	N/A	\$ 1.75	173	12	\$ 3,623.82
4300	POS Monthly Maintenance	N/A	\$ 30.00	7	12	\$ 2,520.00
4310	POS Terminal Transaction Fees	N/A	\$ 0.035	17,256	12	\$ 7,247.64
				<b>Total Variable Price</b>		<b>\$ 121,070.66</b>
<b>Optional Items:</b>						
4400	Single-Function wired POS configuration & deployment	N/A	\$ 155.00	5		\$ 775.00
4401	POS Shipment	N/A	\$ -	5		\$ -
4402	POS Monthly Maintenance	NA	\$ 30.00	5		\$ 1,800.00
4500	PIN Pads*	1-99	\$ 145.00			
4501	PIN Pads*	100-199	\$ 143.00	5		\$ 715.00
4502	PIN Pads*	200-299	\$ 140.00			
4503	PIN Pads*	300-399	\$ 138.00			
4504	PIN Pads*	400-499	\$ 135.00			
4505	PIN Pads*	500-599	\$ 130.00			
4600	Travel to DC	N/A	\$ 5,000.00	3		\$ 15,000.00
4700	Project Manager**	N/A	\$ 125.00	100		\$ 12,500.00
4701	Technical Support**	N/A	\$ 130.00	100		\$ 13,000.00
4702	Business Analyst**	N/A	\$ 115.00	100		\$ 11,500.00
4703	Developer**	N/A	\$ 110.00	100		\$ 11,000.00
4704	Training**	N/A	\$ 105.00	100		\$ 10,500.00
4800	Disaster Services	N/A	\$ 30,000.00	1		\$ 30,000.00
				<b>Total Option Item Price</b>		<b>\$ 106,790.00</b>
				<b>Total Option Year 4 Price</b>		<b>\$ 227,860.66</b>

\* Based on total Consortium quantities

\*\*Labor (CLINs 4700-4704) calculation based on stated hourly rate

**Contract No. CFOPD-21-C-035  
eWIC Processing Services  
Attachment J.5, DC eWIC SOW**

# DC eWIC SOW

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# DC eWIC SOW

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# DC eWIC SOW

**Prefatory note: Throughout this SOW, any reference to “meeting,” “conference,” or any other normally in-person and/or on-site gathering (i.e., training) shall be considered to also mean “virtual” and/or “remote” communication. The District will coordinate travel with the Contractor on a case-by-case basis based on evolving Covid-19 guidelines; all travel will be invoiced as incurred, per the pricing schedules in Section B.**

# SCOPE OF WORK

## CONTRACT NO.: CFOPD-21-C-035

### **Technical Definitions**

**Approved Product List (APL)** – The State Agency’s list of WIC approved items. It is used for validation by the Point of Sale during the transaction process.

**Clinic/Service Site** – The location that the participant receives food benefits, nutrition education, and health care referrals. It includes temporary and permanent locations.

**Cash Value Benefit (CVB)** – A fixed-dollar amount which is used by a participant to obtain WIC authorized fruits and vegetables.

**Electronic Benefit Transfer (EBT)** – An electronic system that allows State governments to provide financial and material benefits to authorized recipients via a plastic debit-type card.

**eWIC** – An electronic benefits transfer system used by Special Supplemental Program for Women, Infants and Children Program to provide food benefits to its clients.

**Expungement** – Aged benefits are removed from the account after a short period in which retailers may still submit requests for settlement.

**Consortium** – The WIC State Agencies consisting of Arizona, Guam, CNMI, American Samoa, and Navajo Nation that utilize the HANDS MIS System.

**National UPC Database (NUPC)** – A national database that shall contain the WIC approved products for all State Agencies.

**Price Lookup (PLU)** – A four (4) or five (5) digit number that is often assigned to produce items. The PLU for most produce items are often uniform across all retailers.

**Point of Sale (POS)** – Refers to the capturing of data and customer payment information at a physical location when goods or services are bought and sold. The POS transaction is captured using a variety of devices which include computers, cash registers, optical and bar code scanners, magnetic card readers, or any combination of these devices.

**Supplemental Nutrition Assistance Program (SNAP)** – Formerly known as the Food Stamp Program. SNAP provides nutrition assistance benefits to eligible low-income households that can be used to purchase foods from authorized food retailers, thereby providing a food security safety net.

**Universal Product Code (UPC)** – An eight (8) or twelve (12) digit unique number that is assigned to nearly every item found in grocery stores.

**Web Portal** – A website that WIC vendors utilize to manage their WIC EBT accounts.

# SCOPE OF WORK

## CONTRACT NO.: CFOPD-21-C-035

### Abbreviations

**A.R.S.** – Arizona Revised Statutes  
**ACH** – Automated Clearing House  
**ADHS** – Arizona Department of Health Services  
**ADOA** – Arizona Department of Administration  
**ADOA-ASET** – Arizona Department of Administration, Arizona Strategic Enterprise Technology  
**ANSI** – American National Standards Institute  
**APL** – Authorized Product List  
**ARFs** – Auto-Reconciliation Files  
**ARU** – Automated Response Unit  
**AZRamp** – Arizona Risk and Authorization Management Program  
**BIN** – Bank Identification Number  
**BNPF** – Bureau of Nutrition and Physical Fitness  
**CVB** – Cash Value Benefit  
**CDP** – Custom Data Processing, Inc.  
**Consortium** – Health and Nutrition Delivery System Consortium  
**COI** – Certificate of Insurance  
**CPCM** – Cost per Case Month  
**CPPM** – Consortium Program Project Manager  
**CSF** – Cyber Security Framework  
**CSR** – Customer Service Representative  
**CVB** – Cash Value Benefit  
**DC WIC** – District of Columbia WIC program  
**DFDD** – Detailed Functional Design Document  
**DPPA** – Driver’s Privacy Protection Act  
**DSDD** – Detailed System Design Document  
**EBA** – Electronic Benefit Account  
**EBT** – Electronic Benefit Transfer  
**EFT** – Electronic Funds Transfer  
**eWIC** – WIC EBT  
**FERPA** – Family Education Rights Privacy Act  
**FIPS** – Federal Information Processing Standards  
**FISMA** – Federal Information Security Management Act  
**FMNP** – Farmers Market Nutrition Program  
**FRed** – Functional Requirements Document for a Model WIC Information System  
**FRED-E** – Model WIC Information System with EBT  
**HANDS** – Health and Nutrition Delivery System  
**HIPAA** – Health Information Portability and Accountability Act  
**IDS** – Intrusion Detection System  
**IIN** – Issuer Identification Number  
**ISO** – International Standards Organization  
**IT** – Information Technology  
**JAD** – Joint Application Design  
**MIS** – Management Information System  
**MOU** – Memorandum of Understanding  
**NACHA** – National Automated Clearinghouse Association  
**NUPC** – National UPC Database  
**NIST** – Standards and Technology  
**OCTO** – DC Office of the Chief Technology Officer  
**PAN** – primary account number  
**PCI** – Payment Card Industry  
**PLU** – Price Lookup  
**PMI** – Project Management Institute  
**PMP** – Project Management Professional  
**POS** – Point of Sale  
**PSPs** – Policies, Standards and Procedures

**Abbreviations Cont.**



**SCOPE OF WORK**  
**CONTRACT NO.: CFOPD-21-C-035**

**SIEM** – State Security Information Event Monitor  
**SISPO** – Statewide Information Security and Privacy Office  
**SNAP** – Supplemental Nutrition Assistance Program  
**SOW** – Scope of Work  
**SSAE** – Standards for Attestation Engagements  
**TANF** – Temporary Assistance to Needy Families  
**TIG** – Technical Implementation Guide  
**TPP** – Third-Party Processor  
**TTY** – Teletypewriter  
**UAT** – User Acceptance Testing  
**UOM** – Unit of Measure  
**WUMEI** – WIC Universal MIS EBT Interface

# SCOPE OF WORK

## CONTRACT NO.: CFOPD-21-C-035

### 1. Background

1.1. The Washington DC WIC program (DC WIC) under the direction of the District of Columbia Department of Health (DC Health) has chosen to join the HANDS (Health and Nutrition Delivery System) Consortium (“Consortium”) to support its WIC program. In order to join the Consortium, DC WIC must utilize the same Management Information System (MIS) contractor and on-line EBT processor as the Consortium.

1.1.1. DC Health Bureau of Nutrition and Physical Fitness (BNPF), intends to contract with Custom Data Processing, Inc. (CDP) to provide on-line WIC EBT (eWIC) implementation and processing services as outlined in this scope of work.

1.1.2. The information in Table 1 represents an estimate of Local Agencies, clinics, WIC participants, households and WIC Vendors as of Federal Fiscal Year 2020:

Partner Agency	Local Agencies	Clinics	Participants	Estimated Households	WIC Vendors
District of Columbia	4	13	13,401	8,934	42

**Table 1-District of Columbia WIC Activity**

1.1.3. Primary project oversight will be conducted by the Consortium Program Project Manager (CPPM), working in conjunction with DC WIC.

1.2. In order to leverage economies of scale, the Consortium has agreed in principle to operate eWIC using:

1.2.1. The same set of requirements for services,

1.2.2. The same hardware and software for all Consortium members, with the exception of the EBT card Banking Identification Number (BIN) and design,

1.2.3. Easily configurable items within the WIC EBT application such as the settlement banks, services impacted by geographic location and where otherwise noted within this SOW.

DC WIC, as the newest member of the Consortium, intends to utilize those same basic eWIC services.

1.3. The current WIC Management Information System (MIS) application is HANDS. Each of the Consortium members has its own HANDS software application and each HANDS software application will operate on the same version. Each Consortium member’s MIS solution and database resides at the ADHS BNPA hosting facility located in Phoenix, Arizona, with the backup system in Tucson, Arizona. Since DC WIC is adopting the Consortium’s MIS and eWIC solutions, any interface, testing and other similar activities will apply only to DC WIC-specific elements. It is anticipated that the majority of any EBT configuration, interface activities and system testing shall occur in Phoenix, Arizona.

1.4. The Contractor shall utilize the same version of the WIC Universal MIS EBT Interface (WUMEI) Functional Requirements – Version 3 November 2014—that is used for all other Consortium members. Since this interface solution has been established, tested, and is in production for the five existing eWIC systems, and since DC WIC’s eWIC interface will be the sixth replica of the original AZ WIC EBT system interface, it is anticipated that configuration and testing efforts will be at a minimum.

1.4.1. Similarly, DC WIC will adopt the primary system documentation which has been developed and which applies to all Consortium members’ systems. Documents developed specifically for DC WIC

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will focus on those items pertaining only to DC WIC. See paragraph 12 for a further discussion of documentation and deliverables.

### 2. Objective

DC WIC's objective is to contract with CDP, Inc. to implement, operate, and host an online eWIC system and provide ancillary eWIC services.

### 3. Scope of Work

- 3.1. This Scope of Work (SOW) issued by DC Health is for online WIC EBT services. At a high level it is organized in the following manner:
  - 3.1.1. General Requirements
  - 3.1.2. Implementation Activities
  - 3.1.3. Operations Deliverables
  - 3.1.4. WIC EBT System Requirements
  - 3.1.5. WIC EBT Service Requirements
  - 3.1.6. Hardware and Materials Requirements
  - 3.1.7. Contract Closeout Requirements
  - 3.1.8. Optional Services.
- 3.2. Within this SOW, any reference to the below items shall be understood to refer to what is currently applicable to all Consortium systems, except as otherwise noted:
  - 3.2.1. WIC EBT system requirements, system performance measures, system file transfers, etc.,
  - 3.2.2. The interface between the MIS solution and WIC EBT system,
  - 3.2.3. Message based exchanges between the WIC EBT system and WIC vendor systems or representative TPP systems, etc.
- 3.3. Furthermore, as each Consortium member is its own entity managing its own unique WIC Program, each Consortium member can be assumed to have its own unique set of data (e.g., universal product codes [UPCs], peer groups, not-to-exceed [NTE] amounts, WIC vendors, etc.). Data formats and elements, however, will be identical across all Consortium members within the Consortium.

### 4. General Requirements

Standards, Rules and Guidelines

- 4.1. The WIC EBT system and WIC EBT services shall conform to the most recent version of:
  - 4.1.1. The American National Standards Institute (ANSI) X9.93 standards, including the ANSI X9.93-1:2014 Financial transaction messages - Electronic Benefit Transfer (EBT) - Part 1: Messages (future updates will be subject to the agreed upon change management process) from the time development is initiated, and shall follow the technical implementation guidance of the standard as defined by USDA FNS.

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- 4.1.2. ANSI X9.93-2:2014 Financial transaction messages - Electronic Benefit Transfer (EBT) - Part 2: Files (future updates will be subject to the agreed upon change management process) from the time development is initiated and shall follow the technical implementation guidance of the standard as defined by USDA FNS.
- 4.1.3. The USDA FNS Operating Rules for WIC EBT dated September 2014 or the most recent version at the time development is initiated. The current version can be found at <https://fns-prod.azureedge.net/sites/default/files/wic/WIC-EBT-Operating-Rules-September-2014.pdf>
- 4.1.4. The FNS WIC EBT Technical Implementation Guide (TIG) dated 2/26/2018 or the most recent version at the time development is initiated. The current version can be found at <https://fns-prod.azureedge.net/sites/default/files/wic/WICEBTTechnicalImplementationGuide2018.pdf>.
- 4.1.5. The FNS WIC MIS-EBT Universal Interface dated November 2014, and
- 4.1.6. Applicable Arizona statewide IT policies (<https://aset.az.gov/resources/pspu12T>), including the most recent versions of:
  - 4.1.6.1. Statewide Policy 8130: System Security Acquisition and Development – To effectuate the mission and purposes of the Arizona Department of Administration (ADOA), the Agency shall establish a coordinated plan and program for information technology (IT) implemented and maintained through policies, standards and procedures (PSPs) as authorized by Arizona Revised Statutes (A.R.S.)§ 41-3504 and§ 41-3507;
  - 4.1.6.2. Statewide Policy 8320: Access Controls – To effectuate the mission and purposes of the ADOA, the Agency shall establish a coordinated plan and program for information technology (IT) implemented and maintained through policies, standards and procedures (PSPs) as authorized by Arizona Revised Statutes (A.R.S.)§ 41-3504 and§ 41-3507;
  - 4.1.6.3. Statewide Policy 8330: System Security Audit - To effectuate the mission and purposes of the ADOA, the Agency shall establish a coordinated plan and program for information technology (IT) implemented and maintained through policies, standards and procedures (PSPs) as authorized by Arizona Revised Statutes (A.R.S.)§ 41-3504 and§ 41-3507; and
  - 4.1.6.4. Statewide Policy 8350: System and Communication Protections – IT Products and Services Procurement. Prior to selecting and procuring information technology products and services BU subject matter experts shall consider Statewide IT PSPs when specifying, scoping, and evaluating solutions to meet current and planned requirements.

## 5. Regulations

- 5.1. The WIC EBT system and the Contractor shall meet all applicable Federal and State regulations, including WIC Regulations 7 CFR Part 246, and uphold the confidentiality of WIC participant and WIC vendor information to the extent required by WIC Regulations 7 CFR part 246.
- 5.2. WIC systems and services are funded by USDA FNS; therefore, the WIC EBT Implementation and Processing Services Contractor shall agree to comply with the following:
  - 5.2.1. Executive Order 11246 related to Equal Employment Opportunity,

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- 5.2.2. Section 306 of the Clean Air Act,
- 5.2.3. Section 309 of the Clean Water Act,
- 5.2.4. The Anti-lobbying Act,
- 5.2.5. Americans Disabilities Act
- 5.2.6. Drug Free Workplace requirements
- 5.2.7. Compliance with suspension/debarment requirements

### **6. Order of Precedence**

- 6.1. In order of precedence, the Contractor shall process WIC EBT transactions in compliance with:
  - 6.1.1. Federal regulations, including WIC Regulations, 7 CFR Part 246 and FNS WIC policy memos and guidance,
  - 6.1.2. USDA FNS Operating Rules for WIC EBT dated September 2014 or the most recent version,
  - 6.1.3. Federal Information Processing Standards (FIPS), and
  - 6.1.4. Following industry technical and performance standards:
    - a. ANSI X9.93-2014 Financial transaction messages - Electronic Benefit Transfer (EBT) - Part 1: Messages
    - b. ANSI X9.93-2014 Financial transaction messages - Electronic Benefit Transfer (EBT) - Part 2: Files

### **7. Conflict of Regulations, Standards and Guidelines**

If there is a conflict between the governing regulations and guidelines regarding a specific standard, the Consortium shall determine the standard to which the Contractor shall adhere. In determining the appropriate standard, the HANDS Consortium shall allow consultation and input from the Contractor; however, the final decision shall remain with the HANDS Consortium.

### **8. System Enhancements Developed for Other States**

If system enhancements, reports, or other system changes determined to be advantageous to the Consortium are developed by the Contractor for any other State or political subdivision being provided with similar services as the Consortium, the same benefits shall be extended to the Consortium at no additional cost.

### **9. Additional Programs**

- 9.1. DC Health retains the option, after implementation of eWIC, to negotiate with the Contractor to add other programs, including but not limited to Farmers Market Nutrition Program (FMNP), and other State programs to its WIC EBT Contract. Throughout this SOW, reference to additional programs, multiple programs or program types refers to additional requirements, if any, should additional programs be added to the WIC EBT Contract or platform.

### **10. Innovative Technologies**

- 10.1. The Contractor shall recommend the use of new and innovative technologies that shall provide improved service and/or operational cost savings. The introduction of these technologies can occur at any time during the project. Examples of such innovative technologies include, but are not limited to:

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- 10.1.1. Web services,
- 10.1.2. Innovative implementation or operational strategies,
- 10.1.3. Enhanced card and point-of-sale (POS) technologies, and
- 10.1.4. Detection and prevention of fraud.

Any recommended new and/or innovative technology enhancements must be applicable to all Consortium members and is subject to approval by the Consortium.

### 11. Implementation Activities

WIC EBT implementation encompasses all activities necessary to successfully provide WIC participants with electronic access to their food benefits by using a WIC EBT card. Primary implementation activities are described within this Section. Additional implementation activities required of the Contractor may be described throughout this scope of work.

#### 11.1. Project Manager

- 11.1.1. The Contractor shall provide a Project Manager who shall be the primary contact person for the Contractor in discussing and managing all work that needs to be completed. The Contractor shall provide a detailed description of the Project Manager's function and how they will accomplish the minimum tasks listed. The Contractor's Project Manager shall, at a minimum:
  - 11.1.2. Serve as a primary day-to-day contact with ADHS and DC WIC;
  - 11.1.3. Attend, lead, prepare materials and minutes for meetings, as defined in Table 2.

Meeting Name	Attendance Requirement
Project Initiation	Virtual or On-Site
Functional Demonstration	Virtual or On-Site Immediately preceding the UAT

**Table 2-Meetings**

- 11.1.4. Provide solutions to EBT system and contractual related problems;
- 11.1.5. Designate an alternate contact for when the Project Manager is unavailable; and
- 11.1.6. Assure that the Contractor, as well as any subcontractors, fulfills its duties and responsibilities under the Contract; and deliver required documents to the Consortium.
- 11.1.7. The Project Manager shall be certified as a Project Management Professional (PMP) or a Project Manager that has attended Project Management training about the standards and practices of project management as defined by the Project Management Institute (PMI). This project will be managed to PMI standards by the Consortium.
- 11.1.8. The Project Manager shall have at least five (5) years of project management experience, and at least three (3) years of WIC EBT implementation experience.
- 11.1.9. The Contractor shall provide a current resume of all proposed key staff if requested and the

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HANDS Consortium retains the right to approve/disapprove of staff working on the project.

### 11.2. Project Initiation

- 11.2.1. The Contractor shall convene an initiation meeting at a location designated by DC WIC in conjunction with the CPPM. This meeting shall be scheduled within one (1) week of Contract execution, to occur within three (3) weeks of Contract execution. The Contractor's Project Manager and other key Contractor staff, as deemed necessary by the CPPM and DC WIC shall attend the meeting along with the HANDS Management Information System (MIS) contractor(s), FNS representatives and other designated stakeholders.
- 11.2.2. The purpose of the initial meeting shall be to review the project plan, schedule, and deliverables; establish the project communications structure; and discuss the management of change orders.
- 11.2.3. In addition, the meeting shall include a discussion of the required deliverables, submission of those deliverables, and confirmation of acceptance criteria. The agenda shall also include a discussion of the content and structure of weekly status calls and status reports including establishing an initial schedule. Within five (5) business days of the initial meeting the Contractor shall deliver a technical memorandum documenting all agreements, understandings, and contingencies arising from the project initiation meeting.
- 11.2.4. Documentation associated with this requirement includes:
  - 11.2.4.1. Meeting agenda
  - 11.2.4.2. Post-meeting technical memorandum.

### 11.3. Project Status Reporting

- 11.3.1. Throughout the duration of the WIC EBT project (from initiation through implementation), the Contractor shall host and facilitate a weekly status call. The Contractor shall utilize a conference line for the weekly status call. The Contractor's Project Manager and other key staff, as deemed necessary by the CPPM shall attend the meeting along with Consortium management stakeholders, the DC WIC stakeholders, and other designees. The content of this call shall consist of, but not be limited to, updates on project activities including WIC vendor enablement and certification, clinic enablement, testing, training, security assessment; and transition to operations; a review of the project work plan and the status of the project schedule; a review of issues and risks; and planning for upcoming activities. The Contractor shall provide an agenda for the status meeting no later than two (2) business days prior to the call. The Contractor shall provide meeting notes for each status call no later than close of business the next business day following the call.
- 11.3.2. Documentation associated with this requirement includes:
  - 11.3.2.1. Meeting agenda
  - 11.3.2.2. Status call meeting minutes
  - 11.3.2.3. Weekly implementation status reports.

### 11.4. Coordination with HANDS Maintenance Contractor

- 11.4.1. The Contractor shall coordinate design, development, testing, pilot and rollout activities with the HANDS Maintenance Contractor.

### 11.5. Requirements Confirmation Session

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If needed, the Contractor shall review the contract requirements to assure a common understanding and agreement. The review shall be mutually scheduled by the District and the Contractor.

11.5.1. Documentation associated with this requirement includes:

11.5.1.1. Meeting agenda(s)

11.5.1.2. Post-meeting technical memorandum(s).

11.6. System Configuration

11.6.1. Using the approved system design being utilized by the HANDS Consortium, the Contractor shall modify and/or configure its WIC EBT system to conform to the approved system design and the interface with HANDS. Conformance to the system design shall be demonstrated during the User Acceptance Test, and the Pilot.

11.7. Project Management Documentation

11.7.1. Deliverable Acceptance Criteria

11.7.1.1. In order for a deliverable to be accepted, it must meet the following criteria:

11.7.1.1.1. Format and media – must meet the format and media requirements as defined in paragraph 11.7.2.

11.7.1.1.2. General quality – shall not include any spelling errors and use accepted grammar.

11.7.1.1.3. Content – shall be:

11.7.1.1.3.1. Complete – the deliverable meets the content requirements for the item and covers any additional topics needed to understand the discussion;

11.7.1.1.3.2. Accurate – the deliverable presents facts, figures, and conclusions;

11.7.1.1.3.3. Verifiable – the deliverable includes a complete list of authoritative sources for the discussion which can be independently verified. Examples of authoritative sources include USDA FNS, WIC State Agencies, and companies with EBT planning, implementation, and quality assurance experience;

11.7.1.1.3.4. Organized – the deliverable includes table of contents with links to each section, page numbers, section numbers and titles; and

11.7.1.1.3.5. Explanatory – the deliverable contains all technical definitions and acronyms.

11.7.2. Deliverable Format

11.7.2.1. Documents and deliverables shall be provided to DC WIC electronically utilizing the Microsoft Office Suite, Microsoft Project and/or Microsoft Visio, within two (2) versions of the current version. All Project Work Plans prepared in Microsoft Project must also be provided in .PDF format. Documents shall be formatted with a Table of Contents,



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outline numbering system and page numbers.

### 11.7.3. Document Repository

11.7.3.1. The Contractor shall use the designated Arizona WIC Program SharePoint site to maintain a document library throughout the Contract Term.

### 11.7.4. Deliverable Review

11.7.4.1. Unless otherwise specified in the approved Project Work Plan, the anticipated approval cycle from submission to final approval is no more than twenty (20) business days. DC WIC and the Consortium will review and provide comments to the Contractor on all documents within ten (10) business days of receipt. Upon receipt of the HANDS Consortium's comments, the Contractor shall update and return the deliverable within five (5) business days. Within five (5) business days the HANDS Consortium will review updates to ensure all requested changes have been made. Documents requiring FNS review may require additional changes. Once a document is approved, the Contractor shall submit a final, clean version for approval and upload it to the Arizona WIC Program SharePoint site.

### 11.7.5. Project Deliverables and Documentation Response Requirements

11.7.5.1. The Contractor shall succinctly define its plans for implementation, training, testing and ongoing operations by providing written deliverables for CPPM and DC WIC revision and approval. The Contractor shall provide one (1) set of documentation for the WIC EBT implementation.

### 11.7.6. Maintenance of Documentation

11.7.6.1. The Contractor shall maintain electronic copies of documents and updates for access by DC WIC throughout the contract period(s). The Contractor shall post updated manuals for the Consortium prior to introducing system modifications into the production environment and shall provide release notes pertaining to system changes. The DC WIC Program and Consortium will not be responsible for the cost of deliverables and documentation as a result of a change to the EBT system.

### 11.7.7. Project Documents

11.7.7.1. Implementation Deliverables and Documentation-Note: DC will accept and utilize all the common deliverables pertaining to all Consortium members. The deliverables noted below are those that may be developed/modified as necessary specifically for the DC implementation.

#### 11.7.7.1.1. Project Work Plan

11.7.7.1.1.1. The Contractor shall develop a comprehensive Project Work Plan that describes how it intends to manage the project and illustrates how the Contractor will accomplish the work and meet the WIC EBT project timeline.

11.7.7.1.1.2. The plan shall use a Work Breakdown Structure (WBS) approach, following Contract execution. The timeframes for all tasks shall be followed to avoid project delays. All deliverables identified within the project plan are subject to the HANDS Consortium

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review and approval.

11.7.7.1.2. Implementation Plan

11.7.7.1.2.1. The Implementation Plan shall include but not be limited to:

11.7.7.1.2.1.1. Identification of deliverables, milestones and go/no go decisions;

11.7.7.1.2.1.2. Establishment of interfaces with HANDS and funding systems;

11.7.7.1.2.1.3. Identification of WIC vendor, UPC and or household demographic data to be transferred prior to pilot/rollout;

11.7.7.1.2.1.4. Coordination of activities and events with HANDS maintenance contractor(s);

11.7.7.1.2.1.5. Implementation of card production and distribution;

11.7.7.1.2.1.6. Implementation of participant, WIC vendor and user help desk support;

11.7.7.1.2.1.7. Installation of EBT-only POS devices;

11.7.7.1.2.1.8. Provision of clinic hardware;

11.7.7.1.2.1.9. Implementation of the web portal used by WIC vendors;

11.7.7.1.2.1.10. Coordination of activities and events with FNS during UAT testing, vendor certifications, and pilot evaluation;

11.7.7.1.2.1.11. Coordination with the DC WIC clearing bank;

11.7.7.1.2.1.12. Establishment of the web portal;

11.7.7.1.2.1.13. Pilot Readiness Report; and

11.7.7.1.2.1.14. Statewide Rollout Readiness Report.

11.7.7.1.3. WIC Vendor Enablement and Certification Plan

11.7.7.1.3.1. The WIC Vendor Enablement and Certification Plan shall include but not be limited to, the Contractor's

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approach to:

- 11.7.7.1.3.1.1. Identifying which WIC vendors are prepared for WIC EBT;
- 11.7.7.1.3.1.2. Identifying which WIC vendors require additional support for WIC EBT;
- 11.7.7.1.3.1.3. Identifying what type of support is required for each applicable WIC vendor;
- 11.7.7.1.3.1.4. Installing stand-beside POS solutions, if applicable;
- 11.7.7.1.3.1.5. Tracking WIC vendor enablement; and
- 11.7.7.1.3.1.6. Testing and certification process for all vendors.

#### 11.7.7.1.4. WIC Vendor EBT Agreements

The Contractor shall provide copies of the WIC vendor agreement that shall be utilized by DC WIC for review and approval by the HANDS Consortium and FNS. The agreement content shall meet applicable requirements contained in WIC regulations at 7 CFR 246.12 and the guidelines of the USDA FNS Operating Rules for WIC EBT dated September 2014 or most recent version.

#### 11.7.7.1.5. Test Plan

The Contractor shall develop a Test Plan that covers all the system test requirements identified in Section 11.8. For each test the plan shall, at a minimum, outline the test purpose, methodology, environment, staff required, coordination with FNS and approval rating system and must address all functional, performance and security requirements. The Contractor shall utilize ADHS testing toolset for managing test scripts and workflows. The test scripts shall ensure that all system functionality is tested.

#### 11.7.7.1.6. Disaster Recovery and Continuation of Business Plan

The Contractor shall provide an evaluation of the types of service interruptions that may impact the WIC EBT system's operations and therefore require the use of a back-up and recovery process. For each potential interruption type, the Contractor shall, at a minimum, detail the steps to be taken to survive and recover from the interruption. In addition, the Contractor shall outline the resources committed (i.e., people, systems, networks, and operation sites) for business continuity.

#### 11.7.7.1.7. Security Plan

- 11.7.7.1.7.1. The Contractor shall develop a plan for the implementation and maintenance of a comprehensive security program. The security plan shall be updated at a minimum quarterly, or as needed, to reflect

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changes in system security requirements. The Security Plan shall describe the administrative, physical, technical and systems controls to be implemented for the WIC EBT system and how the Contractor shall address deficiencies or security breaches if they are identified during the Term of the Contract. The Security Plan shall be consistent with FNS Handbook 901 and the security requirements specified in Section 13.3. In addition to describing the planned controls to meet the security requirements, the Security Plan shall provide for the ongoing certification and examination of the Contractor's operations and control system. The Contractor may use OMB Circular A-130 and Appendix III to A-130 (90-08) as references in preparing the Security Plan (see <http://www.whitehouse.gov/omb/circulars/index.html>). General areas that shall be required to be covered within the Security Plan include:

- 11.7.7.1.7.1.1. Physical site security;
- 11.7.7.1.7.1.2. System data security;
- 11.7.7.1.7.1.3. System application security; and
- 11.7.7.1.7.1.4. Cooperation in inspections and audits.

11.7.7.1.8. Training Plan

11.7.7.1.8.1. The Contractor shall develop a Training Plan and training materials that address the training requirements of State level staff and WIC vendors. . The Training Plan shall at a minimum:

- 11.7.7.1.8.1.1. Include all stakeholders involved in and impacted by EBT implementation and operations;
- 11.7.7.1.8.1.2. Detailed training and Contractor's staffing approach for the following trainings:
  - 11.7.7.1.8.1.2.1. UAT
  - 11.7.7.1.8.1.2.2. State Level Program Staff including: Training Team, Finance, Vendor Management, Program Operations, Help & Service Desk,

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Information  
Technology,  
Program  
Integrity

11.7.7.1.8.1.2.3.

11.7.7.1.8.1.2.4. WIC Vendors  
that utilize  
stand-beside  
terminals.

11.8. System Testing

11.8.1. The Contractor shall provide the Consortium and DC WIC with access to the test system for the duration of the SDLC. The Contractor shall work with Arizona WIC IT to interface the EBT System test environments with the HANDS test environments; and

11.8.2. The Contractor shall provide six (6) single-function POS terminal and ten (10) PIN selection terminals for testing transactions and clinic operations. Arizona WIC IT will coordinate with the Contractor to configure the single-function POS terminals and PIN selection terminals to specific test environments.

11.8.3. DC WIC will include in its quantity of leased and/or purchased single-function POS terminals and PIN selection terminals those terminals to be used during testing. Any deficiencies identified during system testing shall be corrected and re-tested. The Consortium jointly with DC WIC and FNS shall formally accept and approve the WIC EBT system before the system is introduced into production and operations can begin. Refer to Section 13.1 of the USDA FNS Operating Rules for WIC EBT dated September 2014 or the most recent version.

11.8.4. Testing Environments,

11.8.4.1. The Contractor shall provide the following lower level EBT System environments:

11.8.4.1.1. DC Development (for implementation only),

11.8.4.1.2. DC Quality Assurance (for implementation only),

11.8.4.1.3. DC User Acceptance Testing (for implementation only),

11.8.4.1.4. DC Retailer,

11.8.4.1.5. DC Training

11.8.4.2. Coordinate with the HANDS Contractor and the HANDS Consortium to connect HANDS to lower environment EBT systems;

11.8.4.3. The Contractor shall refresh the database upon request by the Consortium with five (5) business days' notice;

11.8.4.4. All environments require access to the Gateway for retail transaction processing;

11.8.4.5. The UAT environment requires interfaces with the Participant Portal and IVR; and

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11.8.4.6. Provide six (6) POS terminals with PIN Pads, which connect to the Gateway.

### 11.8.5. User Acceptance Testing

11.8.5.1. The UAT provides both the HANDS Consortium and FNS representatives the opportunity to test the WIC EBT system functionality and ensure compliance with the system design requirements. This test shall consist minimally of functional requirements, administrative functions, security, , system controls, and “what if” testing. In addition, as part of the system acceptance testing, the Contractor shall demonstrate the methods and processes for performing daily reconciliation between a Consortium member and interface and processing activities including financial settlement through the ACH network to WIC vendor financial institutions.

### 11.8.6. Operations Tests,

#### 11.8.6.1. Life Cycle Testing;

11.8.6.1.1. The Contractor shall provide system technology life cycle testing services for the duration of the Contract. The technology life cycle system test approach requires that the WIC EBT system, including any changes made to the WIC EBT system during the Contract period, shall be properly tested prior to being introduced into the production environment. The Contractor shall be required to meet the FNS system testing requirements, including the User Acceptance Testing (UAT) requirements,

#### 11.8.6.2. Contingency Testing;

11.8.6.2.1. Contingency planning and testing ensures that essential (mission critical) EBT operations shall continue if normal operations are disrupted at either the Contractor’s or the Consortium’s primary site. The Consortium has a fail-over site and requires that Contractor establish a fail-over site, with full computer systems and complete or near-complete back-ups of user data, for continued operations in case of failure at the primary operations site. The Contractor shall also specify the amount of time (length of outage) expected to move operations back to the primary system from the fail-over system. The Consortium also requires an escalation process that includes notification of the CPPM or designated staff. Post-incident recovery procedures and responsibilities are also required to facilitate the rapid restoration of normal operations at the primary site or, if necessary, at an alternate facility, following destruction, major damage, or other significant interruptions of the primary site. During the operations phase, business continuity and fail-over testing for each Consortium member system shall be conducted once per year. If necessary, an additional test may be requested during a given year, with testing not to exceed two tests in one (1) year,

#### 11.8.6.3. Performance (Stress) Testing;

11.8.6.3.1. The purpose of this test is to ensure that there is sufficient capacity within the WIC EBT system to handle the expected volume of transactions from WIC vendors transmitting their WIC transactions to a central database. The Contractor shall use results from the stress test to formulate a system capacity model to determine the appropriate hardware and software requirements and configuration so that the WIC EBT system can accommodate the anticipated transaction volumes. Performance (stress) testing shall not be

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required for subsequent Consortium member implementations,

### 11.8.6.4. Security Control Testing

11.8.6.4.1. The Contractor shall utilize an outside third-party auditor to conduct security audits annually showing compliance with security terms of the Contract. The Contractor shall provide the auditor(s) with administrative access to the EBT system. Upon request from the Consortium provide the results of those assessments/audits, including actions taken to address findings. The audits shall be conducted by qualified parties independent of the Contractor's IT organization. The audit and subsequent report may be conducted for the Consortium as a whole.

### 11.8.6.5. Vulnerability Testing

11.8.6.5.1. At least once per year, the Contractor shall perform vulnerability testing (assessment) on the WIC EBT system. The vulnerability assessment shall test the system to locate, diagnose, and correct areas of weakness that might make it susceptible in times of crisis, attack, or destabilization. The Contractor shall provide the Consortium with a summary report of the results of the vulnerability assessment and any corrective actions that need to be taken. Vulnerability testing shall be conducted for each Consortium member.

## 11.9. Hardware and Materials

### 11.9.1. PIN Pads

11.9.1.1. The Contractor shall ship PIN selection terminals to DC WIC designated local agencies/service sites, or to the District Agency at District option, for installation.

### 11.9.2. Card Design

11.9.2.1. The Contractor shall:

11.9.2.1.1. Perform all necessary processes and functions to design the WIC EBT card for DC WIC;

11.9.2.1.2. Coordinate the approval of the card design with the applicable Consortium member;

11.9.2.1.3. Produce the card according to specifications;

11.9.2.1.4. Distribute/deliver cards to designated to DC WIC specified locations for issuance.

## 11.10. WIC Vendor Participation

11.10.1. The Contractor shall support all authorized WIC vendors to be ready to process eWIC transactions by providing WIC vendors, at a minimum, with the following, as appropriate:

11.10.1.1. WIC vendor agreements,

11.10.1.2. Integrated retailer interface specifications,

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11.10.1.3. Direct connect solution for integrated retailers, and

11.10.1.4. Stand-beside POS terminals.

### 11.10.2. POS Terminal Provision

#### 11.10.2.1. New Stand-beside POS Terminal Requests

11.10.2.1.1. The Contractor will identify those WIC vendors that may require one (1) or more single-function POS terminals/ solutions and provide that list to DC WIC for approval. The Contractor shall provide single-function POS terminals to WIC vendors upon vendor request and approval by the DC WIC.

11.10.2.1.2. The Contractor shall provide on-site installation, testing and training for those WIC vendors receiving single-function POS terminals, except as otherwise agreed to with DC WIC.

11.10.2.1.3. The Contractor shall inform DC WIC of any reports of issues with delivering, scheduling, and/or installing its single-function solution(s).

### 11.10.3. eWIC Integration

11.10.3.1. The Contractor shall identify and provide a report to DC WIC of those WIC vendors with IECRS, and whether existing systems are EBT-ready or if enhancements, hardware, or other support is required. The report shall include WIC vendors' terminal driver firms and TPPs and whether their terminal drivers and TPPs need to prepare for WIC EBT, are WIC EBT ready or are certified for WIC EBT.

11.10.3.2. The Contractor shall support DC WIC in testing WIC vendor IECRS, and TPPs, (i.e. level III certifications) as applicable, to enable system certification by the Consortium. The Contractor shall provide updated reports on IECRS found at retail locations to the Consortium as changes to vendor systems are encountered so that recertification activities can be scheduled; and

11.10.3.3. The Contractor shall provide the technical interface specifications, pre-approved by FNS and necessary for the interface with the WIC EBT system, to WIC vendors, their designated agents (e.g., corporate headquarters) and/or their TPPs and the Consortium.

### 11.11. WIC Vendor Support

11.11.1. The Contractor shall implement its WIC vendor web portal and/or secure file transfer site for use by WIC vendors at least two (2) weeks prior to the Pilot. DC WIC shall have the option to place the link to the WIC vendor web portal on their WIC page. The link to the WIC vendor web portal shall be easily identified on the Contractor's website.

### 11.12. Training

#### 11.12.1. Training Responsibilities

11.12.1.1. The Contractor shall provide on-site training to DC WIC Program staff and WIC vendors provided with single-function POS terminals. The time of training shall be mutually agreed upon between the Contractor and DC WIC. The Contractor shall install single-function POS terminals and PIN selection terminals and test all hardware and software. The Contractor shall provide one (1) visit to each of these locations for training, installation, and testing. The number of staff and length of the visit shall be determined by the Contractor and agreed upon by DC WIC. The Contractor shall



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successfully complete the training, installation, and testing during the visit or, if agreed to in advance by DC WIC, conduct a follow-up to successfully complete the training, installation, and testing, if needed.

11.12.1.2. Subject to the prior approval of DC WIC, the Contractor may provide installation and training to vendors provided with single-function terminals remotely; however, in such cases, DC WIC shall retain the authority to direct on-site training as described in 11.12.1.1. above.

### 11.12.2. Training Expectations

11.12.2.1. The training approach and materials will be monitored by the Consortium and DC WIC and regularly assessed to ensure the effectiveness of the trainers meet the Consortium's expectations detailed in the Training Plan. Assessments shall verify whether:

- 11.12.2.1.1. Training is directly related to the applicable WIC EBT functions;
- 11.12.2.1.2. Trainees demonstrate the capability of performing their applicable WIC EBT functions at the completion of training;
- 11.12.2.1.3 Training and training materials provide content that meets the needs of the target stakeholder group as defined in the training plan; and
- 11.12.2.1.4 Training is conducted prior to a stakeholder using the system, but not so far in advance that training is forgotten prior to the stakeholder using the system as detailed in the training plan.

The Consortium shall have approval of the content of the training sessions and materials in discussion with the DC WIC Trainer. The Contractor shall modify training materials or training methods that are determined to be ineffective. In addition, the Contractor shall be required to replace trainers that do not meet the Consortium's training needs. The CPPM, in discussion with the DC WIC Trainer, will determine if the Contractor's trainers do not meet Consortium's training needs.

### 11.12.3. Types of Training

#### 11.12.3.1. WIC Program Staff Training

- 11.12.3.1.1. The Contractor shall provide in-person WIC Program and IT staff training as defined in the Training Plan. The Contractor shall provide training for state level DC staff.
- 11.12.3.1.2. The Contractor shall provide training to appropriate staff in the following areas including, but not limited to:
  - 11.12.3.1.2.1. WIC EBT system operations;
  - 11.12.3.1.2.2. Message and file exchange;
  - 11.12.3.1.2.3. Settlement and reconciliation;
  - 11.12.3.1.2.4. Reports, reporting functions and data analysis, including Data Direct;

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- 11.12.3.1.2.5. Administrative functions;
- 11.12.3.1.2.6. Security and system administration;
- 11.12.3.1.2.7. Fraud investigation;
- 11.12.3.1.2.8. Use of the card;
- 11.12.3.1.2.9. WIC vendor operations
- 11.12.3.1.2.10. PIN selection;
- 11.12.3.1.2.11. PIN unlock;
- 11.12.3.1.2.12. Card status monitoring;
- 11.12.3.1.2.13. Benefit issuance and reissuance;
- 11.12.3.1.2.14. Benefit voids;
- 11.12.3.1.2.15. Access to transaction data.

11.12.3.1.3. The Contractor shall recommend any additional training materials required to support Training that is not listed above.

### 11.12.3.2. UAT Training

11.12.3.2.1. DC WIC Program staff, Pilot staff and designated staff from the Consortium will act as user acceptance testers. Staff shall be trained on all system functions that are pertinent to their job duties and Contractor trainers shall interact with staff to answer questions and troubleshoot any difficulties.

### 11.12.3.3. WIC Vendor Training

11.12.3.3.1. The Contractor is responsible for training WIC vendors provided with single-function EBT-only POS terminals.

11.12.3.3.2. The Contractor shall provide WIC vendor training and materials upon completion of terminal installation as defined in the training plan (see 11.7.7.1.8) and shall cover areas such as:

- 11.12.3.3.2.1. Log on/log off,
- 11.12.3.3.2.2. Use of WIC EBT cards,
- 11.12.3.3.2.3. Using the terminal for all types of WIC EBT transactions, including discounts and coupons;
- 11.12.3.3.2.4. Procedural steps,
- 11.12.3.3.2.5. Daily settlement and reconciliation,
- 11.12.3.3.2.6. File handling requirements (e.g., periodic downloads of the approved production list [APL] and other files as applicable).

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### 11.13. Pilot Evaluation

- 11.13.1. The Contractor shall support the Pilot evaluation by providing Evaluation Report data, statistics, results, conclusions and recommendations, and, if requested by the DC WIC, by participating in presentations concerning activities leading to the pilot, that may include successes, challenges and lessons learned.

## 12. Operations Deliverables

### 12.1. Monthly Status Reports

- 12.1.1. Monthly Status Reports begin the month following completed EBT rollout for the HANDS Consortium. Once a Consortium member rollout is complete, the Contractor shall submit a monthly status report to the Consortium member, WIC Program Project Manager, and EBT Project Coordinator. Similar to the implementation status reports, the monthly status report shall provide a description of all project activities, including but not limited to:
  - 12.1.2. Tasks accomplished during reporting period;
  - 12.1.3. Work in process during the reporting period;
  - 12.1.4. Deliverables submitted;
  - 12.1.5. Progress on enhancement/change requests (as applicable);
  - 12.1.6. Deliverables for next reporting period; and
  - 12.1.7. System maintenance schedule for a rolling six (6) month period.

### 12.2. Monthly Invoice

- 12.2.1. At the end of each calendar month, the Contractor shall prepare an invoice for services rendered during the month and submit an invoice to each Consortium member, as applicable. The monthly invoices shall be received within two (2) weeks of the close of the month being billed. The invoice shall be accompanied by supporting documentation that substantiates each individual line item on the invoice. Invoice charges shall be substantiated, including pass-through expenses to the Consortium member, in order for payment to be approved;
- 12.2.2. At a minimum, the Contractor's invoice shall include the period of service covered by the invoice and shall itemize the following: total number of active households served for the State WIC Program segmented by program (applies if additional programs are added to the WIC Contract), the cost per case month (CPCM) applied to the total number of active accounts, total CPCM pricing for all accounts served; equipment by type, number of units and cost per unit, and total cost by type of equipment; any other fees or services, adjustments, applicable State and local taxes and total amount due;
- 12.2.3. An "active account" shall be defined as a single beneficiary household unit receiving benefits through a single EBT account during the invoice period. Under no circumstance shall a Consortium member be invoiced for two (2) months for a thirty (30) day (one (1) month's) period of benefit availability; and
- 12.2.4. Under no circumstances shall a Consortium member be invoiced for future months' benefits if they are voided prior to becoming available for redemption by the client. The Contractor may only invoice for a one (1) month period if benefits are available for redemption during that one (1) month

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period.

### 12.3. Release Notes

12.3.1. The Contractor shall provide release notes with every WIC Direct lower environment and product environment release.

### 12.4. System Transition Plan

12.4.1. The Contractor shall provide a System Transition Plan. The System Transfer Plan shall detail all of the activities to transfer from the current CDP/FIS EBT System to the new EBT System. Activities shall include, but not limited to the following:

- 12.4.1.1. Staffing Plan;
- 12.4.1.2. Data Conversion Test Scripts;
- 12.4.1.3. Data Conversion Mock Conversions;
- 12.4.1.4. Transfer Customer Service Phone Numbers;
- 12.4.1.5. Cardholder Integrated Voice Recognition (IVR);
- 12.4.1.6. Cardholder Web Portal;
- 12.4.1.7. Integrated Retailer Support;
- 12.4.1.8. eWIC Cards;
- 12.4.1.9. Clinic PIN Pads;
- 12.4.1.10. Stand-beside Point of Sale Terminals; and
- 12.4.1.11. Rollback Plan.

### 12.5. Detailed Functional Design Document

12.5.1. The Detailed Functional Design Document shall describe the total system configuration including but not limited to: system hardware, description of system functionality, file layouts, message and file flows, system interfaces, settlement and reconciliation data flows, data elements, data dictionary, and the system security plan.

### 12.6. Vendor Training Materials

12.6.1. The Contractor is responsible for WIC vendor training and user materials provided with stand-beside POS solutions. For WIC vendors with the stand-beside POS solution, training materials shall cover areas such as log on/log off and using the solution for all types of WIC EBT transactions. These WIC vendors shall also be provided with a tip sheet to provide managers and cashiers with an easy reference during transactions. General WIC vendor information that is provided to WIC vendors with stand-beside POS terminals may be provided to any vendor at the vendor's request.

### 12.7. State Training Materials

12.7.1. The Contractor shall provide written training materials for Consortium member staff. The Consortium member staff training materials shall cover EBT system functionality as it applies to the job functions of the Consortium members. Consortium job functions include but is not limited

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to:

- 12.7.1.1. Program Project Manager;
- 12.7.1.2. Vendor Manager;
- 12.7.1.3. Program Integrity Manager;
- 12.7.1.4. Training Manager;
- 12.7.1.5. Research and Development Manager;
- 12.7.1.6. Finance Manager;
- 12.7.1.7. IT Project Manager;
- 12.7.1.8. IT Manager;
- 12.7.1.9. WIC Service Desk Manager;
- 12.7.1.10. Nutrition Consultants; and
- 12.7.1.11. Food Package Specialist.

### 12.7.2. User Manuals

12.7.2.1. The Contractor shall provide and maintain the following instruction manuals:

- 12.7.2.1.1. Administrative Functions Manual,
- 12.7.2.1.2. Reports Manual, and
- 12.7.2.1.3. Settlement & Reconciliation Manual.

12.7.2.2. The Contractor shall be required to maintain the training materials and make revisions whenever the WIC EBT system functionality is modified. The original and updated training materials shall be provided to the HANDS Consortium. Where applicable, the Consortium member staff training materials shall incorporate the information provided in the System Operations and Interface Procedures Manual and the Administrative Functionality Manual.

## 13. WIC EBT System Requirements

This section of the SOW specifies the technical and functional requirements to support the ongoing operations of a WIC EBT system that is in conformance with Federal regulations, national standards and specified Consortium performance standards. The system deployed to support WIC EBT services shall be an industry standard application.

### 13.1. Comprehensive Overview of the System Design

This section describes the WIC EBT system configuration including all processing components, databases, interfaces, fail-over system and participating entities. The Contractor shall fulfill each of these requirements for the Consortium and to the EBT system being provided to DC WIC.

#### 13.1.1. General System Requirements

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Reference No.	Requirement
<b>A.1</b>	<b>General System Requirements</b>
<i>A.1.1</i>	<i>EBT System Availability</i>
A.1.1.1	WIC EBT system shall have an uptime of 99.9% of the time on an hourly basis, twenty-four (24) hours per day, seven (7) days per week.
A.1.1.2	Scheduled uptime shall mean the time the database is available and accessible for acceptance of message data, file transfers and transaction processing and excludes schedule downtime for maintenance and shall be measured on a rolling 30-day basis.
A.1.2	The Contractor shall maintain a hot site with equivalent processing capability in a separate geographic location from its primary system.
A.1.2.1	The Contractor shall establish secure, high performance connectivity between the WIC EBT fail-over system and the HANDS primary and backup (disaster recovery) systems.
A.1.2.2	The WIC EBT system shall fail over to the hot site within a time frame agreed upon between DC WIC and the Contractor
A.1.2.3	The Contractor shall have provisions for twenty-four by seven (24x7) system monitoring and problem correction to mitigate the risk of prolonged downtime.
A.1.3	The Contract shall provide annual testing of the fail-over system.

**Table 3-General System Requirements**

13.1.2. System Interface Requirements

Reference No.	Requirement
<b>B.1</b>	<b>Connectivity with HANDS</b>
B.1.1	All connectivity and interfaces shall comply with the State of Arizona network infrastructure and information security requirements.
B.1.2	The Contractor shall establish secure, high performance internet-based Secure Socket Layer (SSL) connectivity between the WIC EBT system and HANDS to accommodate available and reliable message-based system interfaces.
<b>B.2</b>	<b>Data and File Exchange</b>
B.2.1	The WIC EBT system shall accept and transmit data to and from HANDS in a message-based interface or in batch system interface (batch files). The WIC EBT system shall be available twenty-four (24) hours per day seven (7) days per week for batch file data transfer with HANDS.

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B.2.2	The WIC EBT system shall be available during the DC's business hours for message-based data transfer with HANDS. Business hours are defined as Monday through Saturday from 7AM – 7PM local time, or as negotiated with the Contractor.
B.2.3	The WIC EBT system shall conform to the WIC Online Message Structures, Messages and Transactions and Message Classes as defined by the WIC EBT Universal Interface.
<b>B.3</b>	<b>Back-up Data and File Exchange</b>
B.3.1	The Contractor shall be required to have a back-up procedure to transfer and accept batch files and records should the normal file and/or record transfer processes fail.
<b>B.4</b>	<b>Receive Batch Files</b>
B.4.1	The WIC EBT system shall be available to receive file and record transmissions within sixty (60) minutes of being notified by the HANDS Consortium or DC WIC that the WIC EBT system is not available to accept a file or record transmission.
<i>B.4.2</i>	<i>Return Batch Files</i>
B.4.2.1	At the HANDS Consortium's discretion, the WIC EBT system shall transmit daily batch files to HANDS that include clinic and WIC vendor transactions.
B.4.2.2	If the WIC EBT system transmits a batch file with no records, the batch file shall indicate that no action is to be taken by HANDS.
B.4.3	<i>Confirmation and Error Messages</i>
B.4.3.1	The WIC EBT system shall transmit a confirmation to HANDS that a batch file was received.
B.4.3.2	The WIC EBT system shall transmit batch level errors to HANDS and shall transmit detail record errors to HANDS.
B.4.3.3	The WIC EBT system shall accept confirmation or error messages from HANDS for batch files sent from the WIC EBT system to HANDS.
<i>B.4.4</i>	<i>Future Modifications to HANDS</i>
B.4.4.1	If HANDS is updated, the Contractor shall accommodate changes to the interface requirements resulting from modifications to HANDS subject to the agreed upon change management process to maintain connectivity.

**Table 4-System Interface Requirements**

13.1.3. WIC Food Maintenance Requirements

Reference No.	Requirement
<b>C.1</b>	<b>Categories and Subcategories</b>
C.1.1	The WIC EBT system shall accept the initial WIC Category Sub-Category file generated by HANDS as well as all subsequent files containing changes and/or additions to the HANDS WIC Category Sub-Category file from HANDS data.

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<b>Reference No.</b>	<b>Requirement</b>
C.1.2	If the Category/Subcategory effective date is not present, then the WIC EBT system shall assume the current date as the effective date.
C.1.3	If Category/Subcategory deactivation dates are reached, any UPCs associated with the Category/Subcategory shall also be deactivated
<b>C.2</b>	<b>UPC/PLU Data</b>
C.2.1	The WIC EBT system shall accept UPC/PLU data from HANDS.
C.2.1.1	Each UPC/PLU shall have an associated Category/Subcategory.
C.2.1.2	The UPC/PLU file shall be in the format and contain data as described in current version of the WIC Universal MIS/EBT Interface document.
C.2.1.3	Changes to UPC/PLU data shall be accepted through a daily batch file.
C.2.1.4	Upon receipt of the UPC/PLU file from HANDS, the WIC EBT system shall validate whether the UPC/PLU data already exists in the WIC EBT system
C.2.1.5	<i>If the UPC/PLU data does not exist, the WIC EBT system shall add the UPC/PLU data; and</i>
C.2.1.6	Upon validation, the WIC EBT system shall completely replace the existing data with the updated.
C.2.1.7	The WIC EBT system shall accept WIC UPC/PLU files containing deactivations of specific UPCs or PLUs on the designed end date.
C.2.1.8	<i>Not to Exceed (NTE) Amount</i>
C.2.1.8.1	The WIC EBT System shall have the ability to calculate the not-to-exceed (NTE) amount by subcategory and/or UPC and by peer group for each Consortium member.
C.2.1.8.2	The WIC EBT system shall accept the NTE data from HANDS.
C.2.1.8.3	NTE data shall not be transmitted with the APL to WIC vendors or TPPs.
C.2.1.8.4	The WIC EBT system shall use the NTE from HANDS when calculating the amount to be settled to the WIC vendor or TPP.
<b>C.3</b>	<b>Authorized Product List (APL)</b>
C.3.1	The WIC EBT system shall generate an APL for DC WIC each day and provide user and WIC vendor access to the APL.
C.3.1.1	The APL provided to DC WIC vendors shall include the current UPCs and/or PLUs, but shall not include the NTE for each UPC, Subcategory, or Category.
C.3.1.2	The APL file shall conform to the ANSI X9.93 V4 type 2 specifications, or most recent version.
C.3.2	<i>Availability of the APL</i>



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<b>Reference No.</b>	<b>Requirement</b>
C.3.2.1	The WIC EBT system shall make the APL file available on a secure data retrieval site for download by DC WIC vendors and TPPs.
C.3.2.2	The current version of the APL shall be made available at the same time each day, as agreed upon with the Consortium during system design sessions.
<b>C.3.3</b>	<b><i>User Access to APL</i></b>
C.3.3.1	The WIC EBT system shall provide DC WIC with user view of its APL source data (current and previous), including the ability to view APLs by specific dates.
C.3.3.2	Users shall have the ability to search the APL by fields such as UPC, category number, etc.
C.3.3.3	The Contractor shall detail where current and previous APLs will be located and what application will be needed to view the APLs.

**Table 5-WIC Food Maintenance Requirements**

13.1.4. Vendor Management Requirements

<b>Reference No.</b>	<b>Requirement</b>
<b>D.1</b>	<b>WIC Vendor Data</b>
D.1.1	The WIC EBT system shall provide capabilities for maintaining required DC WIC vendor data.
D.1.2	The WIC EBT system shall maintain message or batch-based system interface to accept WIC vendor information from HANDS.
<b>D.2</b>	<b>Update Vendor Data</b>
D.2.1	The Contractor shall collect financial institution and account routing information from WIC vendors with single-function POS systems.
D.2.2	Prior to updating WIC vendor data, the WIC EBT system shall validate that the WIC vendor ID already exists.
D.2.3	The WIC EBT system shall maintain the confidentiality of DC WIC vendor financial institution information, account and TPP routing information as defined in security standards in paragraph 4.
<b>D.3</b>	<b>WIC Vendor Status</b>
D.3.1	The WIC EBT system shall accept real time message or batch file transfer from HANDS the status or status update of a WIC vendor.
D.3.2	The WIC EBT system shall identify that the WIC vendor ID exists before accepting a status update.

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Reference No.	Requirement
D.3.3	The WIC EBT system shall not accept transactions for processing from any WIC vendor which is not active at the time and date of the transaction. Active status is identified by the beginning and end date for a vendor.

**Table 6-Vendor Management Requirements**

13.1.5. Account Setup and Maintenance Requirements

Reference No.	Requirement
<b>E.1</b>	<b>Create Electronic Benefit Account (EBA)</b>
E.1.1	The WIC EBT system shall set up and maintain an electronic household account for each WIC household.
E.1.1.1	The WIC EBT system shall receive account set-up messages from HANDS with household identifiers and associated household demographics.
E.1.1.2	The WIC EBT system shall validate the uniqueness of the HANDS household ID, ensuring that no duplicate family IDs have been remitted from HANDS.
E.1.2	If all data is validated, the WIC EBT system shall establish an EBA and assign a unique EBA ID.
<b>E.2</b>	<b>Account Type</b>
E.2.1	At a minimum, the WIC EBT system shall accept the type of account (e.g., household, emergency disaster, compliance) and the HANDS household ID.
<i>E.2.2</i>	<i>Account Structure</i>
E.2.2.1	The WIC EBT system shall maintain an EBT account structure to ensure that: 1) benefit balances are accurately maintained; 2) benefits accessed by cardholders are drawn from the appropriate Category/Subcategory; and 3) benefit accounts are not overdrawn.
E.2.2.2	The Contractor shall be liable for any benefits or funds drawn from an incorrect account or program, for overdrafts against EBT benefit accounts including allowing access to benefits prior to or after their availability date, and for EBT host transaction processing errors.
E.2.2.3	The Consortium and DC WIC have the right to modify account structure requirements in response to changes in State or Federal program regulations and will be subject to the agreed upon change management process.
<b>E.3</b>	<b>Maintain EBA</b>
E.3.1	The WIC EBT system shall accept household demographic data, including, at a minimum household address and head of household.
E.3.1.1	The WIC EBT system shall maintain the account for each WIC household.

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<b>Reference No.</b>	<b>Requirement</b>
E.3.1.2	The WIC EBT system shall not make changes or updates to account information unless such updates are received from HANDS in a message-based transmission.
<i>E.3.2</i>	<i>Change to Household ID or Status</i>
E.3.2.1	The WIC EBT system shall accept data from HANDS to change the HANDS household ID or change the household status.
<i>E.3.2.1.1</i>	At a minimum, the WIC EBT system shall abide by the following rules:
E.3.2.1.1.1	The WIC EBT system shall validate that the original HANDS household ID exists;
E.3.2.1.1.2	If a new household ID is provided, then the WIC EBT system shall validate that the new HANDS household ID does not already exist;
E.3.2.1.1.3	If a new household ID is provided, then the WIC EBT system shall deactivate the old HANDS household ID and activate the new HANDS household ID;
E.3.2.1.1.4	If the household account status has changed, then the WIC EBT system shall change the account status; and
<i>E.3.3</i>	<i>Change to Household Demographic Data</i>
E.3.3.1	The WIC EBT system shall accept messages from HANDS to change the household demographic data.
E.3.3.1.1	The WIC EBT system shall validate that the HANDS household ID exists.
E.3.3.1.2	The WIC EBT system shall update household demographic data.
<i>E.3.4</i>	<i>Access to EBA Data</i>
E.3.4.1	Upon request, the WIC EBT system shall provide to the HANDS system via message data EBA information using the HANDS household ID or card primary account number (PAN).
E.3.4.2	The EBA data shall include food benefit additions and deletions but does not include WIC client eligibility or health information.
<b>E.4</b>	<i>Benefit Issuance and Account Maintenance</i>
E.4.1	Accept Benefit Issuance
E.4.1.1	The WIC EBT system shall receive message data of benefit issuance from HANDS.
E.4.1.2	Benefit issuance from HANDS shall be aggregated at the household level and shall indicate the household account number, the Category/Subcategory, quantity, unit of measure (UOM) and benefit availability and expiration date(s).
E.4.1.3	At a minimum, the WIC EBT system shall abide by the following rules:

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Reference No.	Requirement
E.4.1.3.1	The WIC EBT system shall validate that the HANDS household ID and the EBA exist and are active;
E.4.1.3.2	The WIC EBT system shall validate that the Benefit ID is unique; this is not currently enabled and will be subject to the agreed up on change management plan.
E.4.1.3.3	The WIC EBT system shall validate that the benefit issuance records are correct in content and format, including a valid combination of Category/Subcategory codes;
E.4.1.3.4	The WIC EBT system shall allow benefit issuance for current and future months;
E.4.1.3.5	The WIC EBT system shall allow more than one issuance to a household for a single month;
E.4.1.3.6	The WIC EBT system shall validate that the benefit quantity (units available) for the Category code and Sub-Category code on a given date does not exceed 999.99, the maximum balance that may be returned in an X9.93 standards message;
E.4.1.3.7	The WIC EBT system shall verify issuance by Category/Subcategory and unit measure;
E.4.1.3.8	The WIC EBT system shall reject duplicate benefit issuance and remit a message to HANDS informing HANDS of the reject and the reason for the reject;
E.4.1.3.9	The WIC EBT system shall provide return message data to HANDS, notifying the affected user of any detected issuance anomalies.
E.4.2	<i>Accept Benefit Voids</i>
E.4.2.1	The WIC EBT system shall receive message data of benefit voids from HANDS.
E.4.2.1.1	The WIC EBT system shall validate that the HANDS household ID and EBA exist and are active;
E.4.2.1.2	The WIC EBT system shall validate that the ending benefit date exactly matches the benefit information in the EBA for the Categories/Subcategories debited;
E.4.2.1.3	The WIC EBT system shall only void the benefit if there is sufficient balance to post the entire void;
E.4.2.1.4	The WIC EBT system shall provide return message data to HANDS, notifying the affected user of any detected benefit void anomalies or successful completion of the request.
E.4.3	<i>Maintain Benefit Balance</i>
E.4.3.1	The WIC EBT system shall maintain the WIC benefit account structure, to include benefit beginning and end dates.
E.4.3.2	The WIC EBT system shall store and manage benefits based on the availability dates received from HANDS.
E.4.3.3	Benefit availability time shall be 12:00 AM local time.
E.4.3.4	At a minimum, the WIC EBT system shall abide by the following rules:

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Reference No.	Requirement
E.4.3.4.1	The WIC EBT system shall ensure benefits are made available on their availability date and time;
E.4.3.4.2	The WIC EBT system shall ensure that unused benefits are expired on their expiration date and time. Expiration time shall be 11:59 PM local time.
E.4.3.4.3	The WIC EBT system shall ensure benefit availability and expiration is based on local time.
E.4.3.4.4	The WIC EBT system shall ensure benefits may not be redeemed before begin date and time or after end date and time.
<i>E.4.4</i>	<i>Maintain Benefit Account</i>
E.4.4.1	The WIC EBT system shall maintain the WIC EBA and account structure (meaning benefit activation and expiration dates and any additional programs added to the system).
E.4.4.2	WIC benefit account balances shall be accurate and segregated by benefit Category/Subcategory.
E.4.4.3	When a participant transaction is conducted, the WIC EBT system shall ensure the transaction credits or debits the appropriate Category/Subcategory in the EBA.
E.4.4.4	The WIC EBT system shall validate that EBAs are not overdrawn; if a purchase(s) results in an overdrawn account, the Contractor shall notify DC WIC within one (1) business day of system recognition of an overdrawn EBA.
<i>E.4.5</i>	<i>Reconcile Benefit Balance</i>
E.4.5.1	The WIC EBT system shall reconcile each EBA and all WIC EBT data on a daily basis.
E.4.5.2	For the EBA, the EBT system shall verify that the quantity of each Category/Sub-Category end of the processing day net position is equal to: Opening balance + credits - debits = End of day balance
E.4.5.3	The WIC EBT system shall be balanced as a whole to ensure that changes in food benefit issuance in HANDS is represented in the EBT system at end of day.
<i>E.4.6</i>	<i>Provide EBA Benefit Balance</i>
E.4.6.1	The WIC EBT system shall be balanced as a whole to ensure that changes in food benefit issuance in HANDS is represented in the EBT system at end of day.
E.4.6.2	Upon message-based request from HANDS, the WIC EBT system shall provide HANDS via message data the benefit balance information for a specific EBA.
E.4.6.3	The WIC EBT system shall validate that the HANDS household ID exists;
E.4.6.4	If benefit begin and end dates are not provided in the request, the WIC EBT system shall return only those records where the current date is between the begin and end dates of the benefit;

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Reference No.	Requirement
E.4.6.5	The WIC EBT system shall remit message data to enable HANDS to print a list of the household's currently available and future months' benefits sorted by food category and subcategory.
<i>E.4.7</i>	<i>Provide Benefit History</i>
E.4.7.1	Upon message-based request from HANDS, the WIC EBT system shall provide via message data the benefit maintenance history for a specific EBA.
E.4.7.2	Prior to providing the benefit history, the WIC EBT system shall validate that the household ID and the EBA exist.
E.4.7.3	If a HANDS household ID is sent, then the WIC EBT system shall return the benefit maintenance history for the household.
E.4.7.4	If a PAN is sent, then the WIC EBT system shall return the benefit maintenance history for the PAN.

**Table 7-Account Setup and Maintenance Requirements**

13.1.6. Card Issuance and PIN Selection Requirements

Reference No.	Requirement
<b>F.1</b>	<b>Card Issuance</b>
F.1.1	The WIC EBT system shall receive card issuance message data from HANDS.
F.1.2	At a minimum, the record shall include the card number (PAN), card action (issue, deactivate), cardholder, associated HANDS household account and the unique ID of the local WIC clinic issuing the card.
F.1.3	The WIC EBT system shall associate the card to the appropriate EBA.
F.1.3.1	The WIC EBT system shall provide the following:
F.1.3.1.1	The WIC EBT system shall validate that the HANDS household ID exists and is active;
F.1.3.1.2	The WIC EBT system shall validate that there is not already an active cardholder associated with the account;
F.1.3.1.3	The WIC EBT system shall create a new cardholder record and associate the cardholder with the given card and the household EBA.
<b>F.2</b>	<b>PIN Selection</b>
F.2.1	The WIC EBT system shall accept PIN message data (real time and encrypted) from HANDS to select or change (update) a PIN.
F.2.1.1	The WIC EBT system shall validate that the card number is active and associated with a valid EBA;
F.2.1.2	The WIC EBT system shall validate that the encrypted PIN is valid;

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Reference No.	Requirement
F.2.1.3	If the encrypted PIN is valid, then the WIC EBT system shall translate the encrypted PIN into a new encrypted PIN that is suitable for internal database storage;
F.2.1.4	The PIN held in the WIC EBT system shall be effective upon successful processing of the PIN selection; and
F.2.1.5	The WIC EBT system shall store the encrypted PIN in the EBT database and link the PIN to the appropriate cardholder.
<b>F.3</b>	<b>PIN Encryption</b>
F.3.1	The WIC EBT system shall provide functionality for a cardholder to select or change (update) a PIN remotely by phone call to the WIC EBT client ARU.
F.3.2	The WIC EBT system shall validate that the card number is active and associated with an active EBA
F.3.3	The WIC EBT system shall validate the identity of the person requesting the new PIN or PIN change by requesting date of birth and zip code.
F.3.4	The Contractor shall support the transfer of PINs associated with existing WIC EBT cards to the new WIC EBT Implementation and Processing Services Contractor at the conclusion of its Contract.
<b>F.4</b>	<b>PIN Lock/Unlock</b>
F.4.1	The WIC EBT system shall lock an EBA from access if a cardholder has exceeded a specified number of consecutive invalid PIN attempts during a calendar day period.
F.4.2	The number of invalid PIN attempts shall be defined by DC WIC, and may be changed during the term of the contract.
F.4.3	The system shall allow a PIN to be unlocked on demand from HANDS or from a cardholder via ARU by selecting a new PIN.
F.4.4	An EBA that has been locked for exceeding invalid PIN attempts shall automatically unlock at 11:59 PM local time on any day that an EBA has been locked for exceeding the allowed number of invalid PIN attempts.
<b>F.5</b>	<b>Update Cardholder Data</b>
F.5.1	The WIC EBT system shall receive WIC EBT updated cardholder demographic message data from HANDS and update the demographic data in the WIC EBT system
F.5.2	The WIC EBT system shall support a change of cardholder for the household account and accept the demographic data associated with the new cardholder.
<b>F.6</b>	<b>Update Card Status</b>
F.6.1	The WIC EBT system shall receive WIC EBT updated card message data from HANDS.
F.6.2	At a minimum, the WIC EBT system shall abide by the following rules:
F.6.2.1	The WIC EBT system shall validate that the existing card is active and assigned;

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Reference No.	Requirement
F.6.2.2	The WIC EBT system shall change the card status to the new value after validating that the card status is currently active (e.g., has not previously had its status changed from active);
F.6.2.3	The WIC EBT system shall change the existing active card to deactivated;
F.6.2.4	The WIC EBT system shall allow the cardholder's existing PIN to be assigned to a new card reissued to the client.
<b>F.7</b>	<b>Allow Cardholder to Update Card Status</b>
F.7.1	The WIC EBT system shall allow a cardholder to update a card's status through customer services.
F.7.1.1	The Web Portal shall not allow a cardholder to report his/her card as lost, stolen, or damaged.
F.7.1.2	The Web Portal shall not allow a cardholder to re-activate a deactivated card.
F.7.1.3	After validating the identity of the individual requesting a card status change, the WIC EBT system shall abide by the rules stated in Section F.6 above,
<b>F.8</b>	<b>Mail Replacement Card</b>
F.8.1	The WIC EBT system shall generate and mail a replacement card to the cardholder.
F.8.2	DC WIC's replacement cards will be sent by standard mail.
F.8.3	The Contractor shall mail a replacement card utilizing standard mail within one (1) business day of cardholder request.
<b>F.9</b>	<b>Maintain Card History</b>
F.9.1	The WIC EBT system shall maintain a history of cards assigned to households and cardholders.
F.9.1.1	For mailed replacement cards, the WIC EBT system shall provide a daily batch file of card status changes as defined in the current WIC Universal MIS/EBT Interface document including card deactivations and card issuances with card numbers conducted on behalf of cardholders.
F.9.1.2	The WIC EBT system shall provide message data in response to a request from HANDS for a history of all EBT cards that have been assigned to a household and shall remit card history message data to HANDS (e.g., card activation date, card status changes, cardholder changes, card deactivation date).

Table 8-Card Issuance and PIN-Selection Requirements

13.1.7. Transaction Processing Requirements



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Reference No.	Requirement
<b>G.1</b>	<b>WIC Vendor Transaction Processing</b>
G.1.1	The WIC EBT system shall provide real-time transaction processing of message data received from WIC vendors and/or TPPs.
G.1.1.1	The Contractor shall have the capability to receive, process, and authorize cardholder transactions from WIC vendor POS devices in real time transactions.
G.1.1.2	The Contractor shall validate that the transaction request contains a valid WIC vendor ID.
G.1.2	<i>Contractor EBT transaction processing requirements</i>
G.1.2.1	Accepting transactions coming from an authorized transaction acquirer;
G.1.2.2	Authorizing or denying transactions;
G.1.2.3	Sending response messages back to the transaction acquirer authorizing or denying cardholder transactions;
G.1.2.4	Providing the data necessary to print a cardholder receipt with the account balance after the transaction (the card number shall be truncated on the receipt);
G.1.2.5	Logging the authorized/denied transactions for subsequent settlement and reconciliation processing, transaction reporting, and for viewing through transaction history.
G.1.3	<i>In processing EBT transactions, it is the responsibility of the Contractor to ensure that the WIC EBT system meets performance and technical standards and regulations detailed in section 4 in the following areas:</i>
G.1.3.1	System processing speeds;
G.1.3.2	Availability and reliability;
G.1.3.3	Security;
G.1.3.4	Ease-of-use;
G.1.3.5	Minimum card requirements;
G.1.3.6	Performance; and
G.1.3.7	Minimum transaction set.
G.1.4	<i>Connectivity</i>
G.1.4.1	The WIC EBT system shall support online, commercial network and direct connect communication with vendor systems.

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Reference No.	Requirement
G.1.4.2	The Contractor shall establish a direct or indirect telecommunications connection for the routing of transactions and retrieval from and delivery of files such as the APL to WIC vendors, their agents, or TPPs.
G.1.4.3	A direct connection shall not utilize a TPP to route transactions to and from the EBT system.
G.1.4.4	An indirect connection shall utilize third party processors to route transactions to and from the EBT system.
G.1.5	<i>Processing Day</i>
G.1.5.1	The WIC EBT system shall maintain a twenty-four (24) hour business day processing cycle.
G.1.5.2	The Contractor shall designate a standard daily cut-off time at a time of day that shall allow the origination of automated clearing house (ACH) payments for next business day settlement.
G.1.6	<i>Transaction Message</i>
G.1.6.1	Transactions accepted by the WIC EBT system from the WIC vendor or its TPP shall be in the ANSI X9.93-2:2014 Financial Transaction Message - EBT - Part 1:Messages, 2014 (and future updates) for messages.
G.1.6.2	The WIC EBT system shall accept the following minimum transaction set:
G.1.6.2.1	Benefit Inquiry;
G.1.6.2.2	WIC Purchase (including discounts and coupon processing)
G.1.6.2.3	WIC Reversal (item by item);
G.1.6.2.4	WIC Void;
G.1.7	<i>Transaction Message Validation</i>
G.1.7.1	The WIC EBT system shall conduct checks and processes to determine if a transaction is approved.
G.1.7.2	At a minimum, these checks shall include determining whether:
G.1.7.2.1	The WIC EBT system shall ensure the transaction originates from an approved WIC vendor by validating the WIC vendor's ID against the latest vendor data sent by the WIC MIS.
G.1.7.2.2	The WIC EBT system shall ensure that the transaction originates from a known single-function POS terminal by validating the terminal number;
G.1.7.2.3	The card number (PAN) is valid, and the card is active;
G.1.7.2.4	The number of consecutive failed PIN attempts has not been exceeded;

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Reference No.	Requirement
G.1.7.2.5	The PIN is verified as being entered correctly;
G.1.7.2.6	The account is active;
G.1.7.2.7	The UPC or PLU is presented and verified for each purchased food item;
G.1.7.2.8	The food items are validated against the current list of WIC approved Categories and Subcategories and UPCs/PLUs;
G.1.7.2.9	The WIC EBT system shall validate the products for appropriate availability dates in the EBA benefit record.
G.1.7.3	For void transactions, the WIC EBT system shall verify an existing benefit record and purchase transaction so that the void transaction can be properly posted.
G.1.7.4	If any one of the validation conditions is not met, the Contractor shall deny the transaction.
G.1.7.4.1	If the transaction is denied, the system must return a message to the WIC vendor indicating the reason for denial (e.g., invalid PAN, invalid terminal, etc.).
G.1.7.4.2	The Contractor shall provide a monthly summary report of denied transactions.
G.1.8	<i>Transaction Processing Protocols</i>
G.1.8.1	The WIC EBT system shall provide real-time processing of transactions as they are received from WIC vendors and TPPs. Real-time processing refers to an immediate response with the EBT system when the WIC vendor processes a WIC EBT transaction and will receive an immediate response if the transaction was approved or denied.
G.1.8.2	The transaction date and time shall be the date and time the purchase is approved by the WIC EBT system, adjusted to the local date and time at the WIC vendor location.
G.1.9	<i>Minimum Transaction Processing Rules</i>
G.1.9.1	When processing a transaction, the WIC EBT system shall abide by the following rules:
G.1.9.1.1	The purchase quantity redeemed from EBA benefits shall be obtained from the benefit quantity associated with the UPC's Category/Subcategory in the APL;
G.1.9.1.2	The WIC EBT system shall provide an approval or a denial for each product transaction
G.1.9.1.3	The WIC EBT system shall provide an appropriate reason code for all rejected product transactions;

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Reference No.	Requirement
G.1.9.1.4	The WIC EBT system shall deduct benefits from Subcategories with values greater than "000" before deducting benefits from the Broadband Food Subcategories
G.1.9.1.5	If a food item is allowed to use a Broadband Food Subcategory, allow the food item to be redeemed with the units remaining in the Broadband Food Subcategory once all units in the specified Food Subcategory have been decremented
G.1.9.1.6	Allow the redemption of a single food item in part from a Food Subcategory and in part from the Broadband Food Subcategory;
G.1.9.1.7	Process a maximum of fifty (50) WIC items in a single purchase
G.1.9.2	The WIC EBT system shall allow the CVB to be mapped to a single generic code (i.e., 4469 for fresh fruits and vegetables).
G.1.9.3	<i>Declined Items</i>
G.1.9.3.1	The WIC EBT system shall decline an item for a WIC purchase if:
G.1.9.3.1.1	It is not an authorized WIC UPC/PLU, Category/Subcategory;
G.1.9.3.1.2	It is not a WIC UPC/PLU, Category/Subcategory or size authorized in the WIC household account; or
G.1.9.3.1.3	Sufficient quantities of the Category/Subcategory are not available in the WIC household account.
G.1.9.3.2	The WIC EBT system shall provide a reason code for all rejected items.
G.1.10	<i>Receipts</i>
G.1.10.1	The WIC EBT system shall provide the data required for the WIC vendor to print receipts according to the requirements of Section 12.1 of the TIG. This includes the opening and/or ending EBA benefit balance, and benefit balance end date, as applicable.
G.1.11	<i>Adjustment for NTE</i>
G.1.11.1	When authorizing a transaction, the WIC EBT system shall compare the product price against the peer group NTE for the Category, Sub-Category, or for the UPC, if the maximum allowable price is set at the UPC level for the product.
G.1.11.1.1	If the product price is equal to or less than the NTE for the WIC vendor's peer group, the WIC EBT system shall approve the purchase of the product at the product price.

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Reference No.	Requirement
G.1.11.1.2	If the product price is greater than the allowable price for the WIC vendor's peer group, the WIC EBT system shall approve the purchase of the product at the NTE price.
G.1.11.1.3	The WIC EBT system shall provide a return message to the WIC vendor ECR system, POS, or the TPP that contains the amount paid for the product.
G.1.12	<i>Auto Reconciliation File</i>
G.1.12.1	The WIC EBT system shall generate auto-reconciliation files (ARFs) to support the reconciliation of transactions captured in WIC EBT transactions.
G.1.12.2	The WIC EBT system shall create ARFs on a processing day basis and shall include transactions submitted since the last WIC ARF.
G.1.12.3	The ARF shall be provided in the format and contain the data that is specified in the TIG.
G.1.12.4	The WIC EBT system shall make the ARF available on a secure data file retrieval site for download by the authorized WIC vendor.
G.1.13	<i>Maintain Transaction History</i>
G.1.13.1	At a minimum, the WIC EBT system shall maintain a minimum of three (3) years of data online for real time access by authorized system users.
G.1.13.2	Records associated with the Contract shall be maintained for three (3) full fiscal years following the close of the Federal fiscal year (Oct-Sep) during which the Contract terminates.
G.1.13.3	Archived data shall be maintained for an additional four (4) years and shall be recoverable within forty-eight (48) hours.
G.1.13.4	The Contractor shall be prepared to transfer up to five (5) years of EBA, WIC vendor, APL, and transaction data, as well as current PIN and clinic data to the new/succeeding WIC EBT Implementation and Processing Services Contractor at the end of current Contractor's contracts with the Consortium members.
G.1.14	<i>Exception Handling</i>
G.1.14.1	Invalid Card Read - Key Entered Transactions
G.1.14.1.1	The card number (PAN) may be key entered at times when a card presented by a cardholder is damaged and/or the POS device is unable to read the magnetic stripe accurately.

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Reference No.	Requirement
G.1.14.1.2	The Contractor shall accept and process EBT transactions where the PAN has been manually entered (key-entered) into the POS device.
G.1.14.3	<i>Split Tender</i>
G.1.14.3.1	The WIC EBT system shall support the capability for retail POS to perform split tender processing for a cash value benefit (CVB).
G.1.14.3.2	To support splint tender, the WIC EBT system shall allow the reversal or void of one (1) or more CVB food items and the CVB amount for the item(s) shall be restored to the WIC EBT account prior to the completion of the tender.
G.1.15	<i>Mixed Basket</i>
G.1.15.1	Contractor shall support the capability of integrated WIC vendor systems to perform mixed basket transactions by validating during retailer certifications that the retailer Electronic Cash Register system properly manages mixed baskets based on approved FNS scripts. A mixed basket refers to the ability of the WIC cardholder to purchase WIC and non-WIC items without separating the items into two (2) separate transactions prior to checkout.
G.1.15.2	Benefits and funds shall be applied to mixed basket purchases in the order of the most restrictive benefit account to the least restrictive benefit account or payment type, with WIC being the most restrictive benefit.
G.1.15.3	When needed for processing the transaction, the order of precedence of payment for items shall be WIC, SNAP, TANF and then other forms of payment.
G.1.15.4	The WIC cardholder may remove food items identified as part of the WIC purchase confirmation from being paid with WIC benefits.
G.1.15.5	The participant shall have the opportunity for confirmation before final payment.
G.1.16	<i>Discounts and Coupons</i>
G.1.16.1	Contractor shall support the capability for discounts and coupons to be applied to WIC food and CVB purchases by validating during retailer certifications that the retailer Electronic Cash Register system properly manages discounts and coupons.
G.1.16.2	Such discounts and coupons shall be applied to the purchase transaction prior to the cardholder accepting the WIC transaction.
G.1.16.3	The benefit of a quantity discount (e.g., buy one get one free) shall be given to the WIC cardholder.
G.1.16.4	The benefit of a price discount shall accrue to the Consortium member by reducing the total cost of the approved food item.

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Reference No.	Requirement
G.1.16.5	The Contractor shall work with the Consortium to establish specific business rules concerning discounts and coupons, as applicable.
G.1.17	<i>Compliance Buys</i>
G.1.17.1	The WIC EBT system shall support the set-up of compliance accounts by accepting the account and card data from HANDS and account type as compliance.
G.1.17.2	The WIC EBT system shall allow the issuance of compliance buy cards, allow benefits to be added and deleted to these cards and maintain an audit trail of all compliance activities.
G.1.17.3	The WIC EBT Implementation and Processing Services Contractor shall not differentiate the look of compliance cards with participant cards or differentiate how they may be used at the POS.

**Table 9-Transaction Processing Requirements**

13.1.8. Settlement and Reconciliation Requirements

Reference No.	Requirement
<b>H.1</b>	<b>Settlement and Reconciliation</b>
H.1.1	The Contractor shall be responsible for the execution of EBT settlement and reconciliation activities.
H.1.2	EBT settlement and reconciliation shall be conducted in accordance with current federal regulation 7CFR 274.12 and future Federal regulations as updated throughout the Term of the Contract and the most recent version of the USDA FNS Operating Rules for WIC EBT dated September 2014 or most recent version.
H.1.3	The WIC EBT system shall operate on a twenty-four (24) hour processing cycle.
H.1.4	At a designated cutoff time each day, the Contractor shall close out the current processing day and commence the next processing day.
H.1.5	The specified cutoff time shall allow the Contractor sufficient time to originate ACH payments for next business day settlement.
H.1.6	To support the settlement function, the Contractor or its designated financial institution shall have an originating and receiving membership in the national ACH network.
H.1.7	In order to promote the acceptance of EBT transactions, the Contractor shall be required to provide evidence of its own or its designated financial institution's ability to fulfill the settlement obligations specified in this Contract and shall comply with applicable USDA FNS Operating Rules for WIC EBT dated September 2014 or most recent version concerning an Issuer's ability to meet its settlement obligations.

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Reference No.	Requirement
H.1.8	Evidence may be in the form of financial statements, bonds, guarantees or other assurances.
H.1.9	The Contractor shall recommend procedures and reports that shall enable the Consortium members their reconciliation and settlement verification process to be as smooth as possible.
<i>H.1.10</i>	<i>WIC Benefit Data Files</i>
H.1.10.1	The WIC EBT system shall verify that all message data benefit issuance/voids sent from HANDS are processed and posted to EBAs in the EBT database.
H.1.10.2	The WIC EBT system shall verify issuance by Category, Sub-Category and UOM and verify issuance for both current and future months' benefits.
H.1.10.3	The WIC EBT system shall provide return message data to HANDS, notifying the affected user of any detected anomalies in issuance reconciliation via alert and/or report.
H.1.10.4	The WIC EBT system shall transmit a daily file to HANDS that provides a detailed record of all benefit redemption activity.
H.1.10.5	The information transmitted shall be based on the WIC EBT system processing day or a time frame specified by the Consortium during system design.
<i>H.1.10.6</i>	<i>The daily file shall include the following:</i>
H.1.10.6.1	A full historical account (audit trail) of the transaction and the information (e.g., date, time, UPC/PLU, category, sub-category, unit of measure, item description, benefit begin date, benefit end date, vendor number, vendor terminal, vendor peer group, originating clinic ID) that was current and used at the time of the transaction;
H.1.10.6.2	Reversals or voids as two (2) separate transactions, the original transaction and the subsequent reversal or void;
H.1.10.6.4	Transactions with discounts and coupons as specified in the TIG; and
H.1.10.6.5	Transactions using multiple Benefit IDs or where redemption straddles the Subcategory code and broadband Category code; the WIC EBT system shall report full transaction details for each item redeemed.
<i>H.1.11</i>	<i>Expired and Expunged Benefits</i>
H.1.11.1	The WIC EBT system shall transmit a daily file to HANDS that provides a detailed record of all expunged benefits.
H.1.11.2	The WIC EBT system shall expunge benefits after their expiration date (specific timeframe to be negotiated by DC WIC and the Contractor).
H.1.11.3	The information transmitted shall be based on the WIC EBT system processing day or a time frame specified by the Consortium during system design.
H.1.12	Account Reconciliation
H.1.12.1	The WIC EBT system shall reconcile each EBA and all WIC EBT data on a daily basis.



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H.1.12.2	For the EBA, the EBT system shall verify that each Category/Sub-Category units from the previous end of the processing day is equal to the units at the beginning of the processing day plus the net sum of benefits credited and debited as contained in the transaction history detail for that processing day.
H.1.12.3	For all WIC EBT data, the WIC EBT system shall verify that the quantity of each Category/Sub-Category end of the processing day net position is equal to the quantity at the beginning of the processing day plus the net sum of benefits credited and debited as contained in the transaction history detail for that processing day.
<i>H.1.13</i>	<i>Settlement Reconciliation</i>
H.1.13.1	The WIC EBT system shall reconcile the dollar value of the business day transactions against the funds settled to each WIC vendor, its designated agent and TPPs, as applicable. This shall be done by:
H.1.13.1.1	Validating that the sum of the amounts paid to WIC vendors, designated agents and TPPs, as applicable, is equal to the total payments calculated as due to these entities; and
H.1.13.1.2	Providing audit reports, automated and on-demand, demonstrating the sum of payment activities made to WIC vendors, its agencies and TPPs, as applicable, and in total. This includes credits, debits and any other settlement activities.
H.1.13.2	If any anomalies are detected the WIC EBT system shall provide an alert or a report to notify users of errors in the settlement process within twenty-four (24) hours of detecting the error.
H.1.13.3	Settlement errors shall be corrected within in accordance with timeframes set forth in the WIC EBT Operating Rules.
H.1.13.4	The Contractor shall also provide the Consortium member with the corrective action to be taken and the appropriate tools to correct errors in the settlement process.
<i>H.1.14</i>	<i>Daily Settlement</i>
H.1.14.1	The information generated during system cutoff and balance processing shall be used by the Contractor to generate the daily settlement files.
H.1.14.2	The settlement process shall conform to the National Automated Clearinghouse Association (NACHA) Operating Rules and Guidelines wherever possible.
H.1.14.3	The WIC EBT system shall initiate settlement to WIC vendors, designated agents and TPPs.
H.1.14.4	The Contractor shall own and reconcile a clearing account for daily settlement and shall create an ACH transaction to move funds from the WIC EBT settlement account to the appropriate WIC vendor, designated agent or TPP financial institution account.
H.1.14.5	The WIC EBT system shall calculate the amount due to each WIC vendor, designated agent or TPP based on transactions approved to that entity within the settlement window and reimburse WIC vendors for the sale of approved food items purchased at either the requested food item price or the NTE price, whichever is lower.

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Reference No.	Requirement
H.1.14.6	The WIC EBT system shall initiate settlement to direct connect WIC vendors or designated agents on the next business day.
H.1.14.7	The WIC EBT system shall transmit ACH transactions to its bank on a daily basis to meet the performance standards for settlement.
H.1.14.8	The Contractor shall attempt to pay unsettled funds first to the original payee and if unsuccessful, shall return funds to DC WIC.
H.1.14.9	Contractor shall notify DC WIC of funds to be transferred that day for government authorization prior to executing settlement.
H.1.14.10	DC WIC reserves the right to designate the window for notification, which shall be during normal business hours.
H.1.14.11	Payments transmitted to the financial institutions of WIC vendors, their designated agents or their TPPs shall be reconciled to the settlement bank's report of payments submitted to the Federal Reserve for DC WIC.
H.1.14.12	The WIC EBT system shall comply with FNS policy for unsettled funds (i.e., ACH reject).
<i>H.1.15</i>	<i>Audits</i>
H.1.15.1	The Contractor shall submit an annual audit report in accordance with Statement on Standards for Attestation Engagements (SSAE) No. 16, Reporting on Controls at a Service Organization to the PPM within 30 calendar days of ADHS's fiscal year end on June 30.
H.1.16	1099s
H.1.16.1	The WIC EBT system shall generate and remit 1099s to participating direct connect vendors or their corporate authority, following the completion of each calendar year.
H.1.16.2	The vendor agreements between the WIC vendor, the TPP and the Contractor shall delineate who receives the 1099.
H.1.16.3	The Contractor shall mail WIC vendor their 1099 utilizing standard mail.

**Table 10-Settlement and Reconciliation Requirements**

13.1.9. Web Portal Functional Requirements

Reference No.	Requirement
<b>I.1</b>	<b>Web Portal</b>
I.1.1	User Security Profiles
I.1.1.1	The WIC EBT system shall allow the definition of user profiles based on the user's job requirements (role-based security).
I.1.1.1.1	Each user shall be assigned a specific user profile.
I.1.1.1.2	The number of required user profiles shall be parameter driven and shall be specified by Consortium member.

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Reference No.	Requirement
I.1.1.1.3	The WIC EBT system shall allow DC WIC's authorized or identified user the capability to set up new users, change user passwords, and assign user profiles.
I.1.1.1.4	<i>Access to System Functions</i>
I.1.1.1.4.1	The WIC EBT system shall provide controls to limit and manage user access to specific application functionality and data to include PIN selection devices at clinics. At a minimum, the WIC EBT system shall abide by the following rules:
I.1.1.1.4.2	DC WIC's EBT security administrator(s) shall be able to manage user access at multiple levels;
I.1.1.1.4.3	All users shall be established in the system with unique identification;
I.1.1.1.4.4	User passwords shall not be displayed on terminals or monitors;
I.1.1.1.4.5	The system and DC WIC user data are not available to unauthorized users;
I.1.1.1.4.6	System Security: User Accounts and Sessions Requirements
I.1.1.1.4.6.1	The system will have automatic session timeouts and accounts are set to lockout based on three (3) unsuccessful login attempts.
I.1.1.1.4.6.2	The automatic session timeouts or session lockout policy executes due to inactivity until the user reestablishes access.
I.1.1.1.4.6.3	If the user does not reestablish access within the specified limit of time, the system drops the session.
I.1.1.1.4.6.4	In addition, the system shall limit consecutive invalid logon attempts by a user and automatically lock the account until released by an administrator.
I.1.1.1.4.6.5	User account password resetting procedures require that the user call the Contractor's Help Desk.
I.1.1.1.4.6.6	The system will automatically disable inactive accounts after 120 days of inactivity.
I.1.1.1.4.6.7	The WIC EBT system shall allow deactivation of users no longer authorized by DC WIC.
I.1.1.1.4.6.8	The WIC EBT system shall require a password reset every ninety (90) days.
I.1.1.1.4.6.9	DC WIC's security administrator(s) shall be notified of any user that is inactive for four (4) months (120 days) (configurable period of time);

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Reference No.	Requirement
I.1.1.1.5	The Contractor shall collect logs from all systems that process or store data, this shall include for each transaction: type of event, date and time, user identification, and machine identifiers.
<i>I.1.1.1.5.1</i>	<i>The Contractor shall log and monitor the following events for each server:</i>
I.1.1.1.5.1.1	Server startup and shutdown;
I.1.1.1.5.1.2	Account creation, modification, or deletion;
I.1.1.1.5.1.3	Loading and unloading of services;
I.1.1.1.5.1.4	Installation and removal of software,
I.1.1.1.5.1.5	System exception, alerts and error messages;
I.1.1.1.5.1.6	Object level logging;
I.1.1.1.5.1.7	Usage information (e.g., number of sessions occurring in a certain period);
I.1.1.1.5.1.8	User logon (failed and successful) and logoff;
I.1.1.1.5.1.9	Client requests and server responses;
I.1.1.1.5.1.10	Access to critical or confidential/restricted information and systems;
I.1.1.1.5.1.11	Modifications of privileges and access controls, and
I.1.1.1.5.1.12	Modifications to security policies.
<i>I.1.1.1.5.2</i>	<i>The Contractor shall collect the following transactions for each application:</i>
I.1.1.1.5.2.1	Modifications to the application;
I.1.1.1.5.2.2	Application failures;
I.1.1.1.5.2.3	Application exceptions, alerts and error messages;
I.1.1.1.5.2.4	Account creation, modification, or deletion;
I.1.1.1.5.2.5	Account sign on (failed and successful) and sign off;
I.1.1.1.5.2.6	Access/changes to critical or confidential/restricted information;
I.1.1.1.5.2.7	Modifications of privileges and access controls; and
I.1.1.1.5.2.8	Modifications to security settings.
<i>I.1.1.1.5.3</i>	<i>The Contractor shall log the following transactions for each firewall: and</i>
I.1.1.1.5.3.1	Malicious traffic;
I.1.1.1.5.3.2	Denied Connections;
I.1.1.1.5.3.3	Accepted connections; and

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Reference No.	Requirement
I.1.1.1.5.3.4	Abnormal Traffic.
I.1.1.1.5.4	An audit trail of user access to the WIC EBT system shall be maintained that includes: Type of event, Date and time, Security token, Username, and WIC EBT system user ID.
I.1.1.1.5.5	The Contractor shall retain logs as follows: Web Server Logs (IIS): forty-five (45) days; Exceptions: thirty (30) days; and All other events and transactions: six (6) months.
I.1.2	<i>Request ACH Payment</i>
I.1.2.1	Provide for a file-based interface to allow the DC WIC to make a payment or adjustment to a WIC vendor, designated agent or TPP outside the normal course of settlement;
I.1.2.2	Allow only authorized users to initiate a request for an ACH payment;
I.1.2.3	Provide a daily report that provides all payments requested by authorized users that are outside the normal settlement process and payments initiated by the Contractor.
I.1.3	<i>Formula Distribution</i>
I.1.3.1	If DC WIC elects to implement direct distribution of formula, the Contractor shall work with DC WIC to develop a method to reconcile benefits to the household and cardholder level and develop a methodology to support payment to the formula provider through the EBT ACH process.
I.1.4	<i>Add or Update Local Agency and Clinic Data</i>
I.1.4.1	The WIC EBT contractor shall allow authorized users to add or update local agency and clinic data to support the distribution and replacement of cards, card sleeves and/or PIN selection devices and reporting at the local agency and/or clinic level.
I.1.5	<i>Search EBAs</i>
I.1.5.1	The WIC EBT system shall allow authorized users to search EBAs by name, HANDS household ID, PAN, or EBT account number to access account, benefit, or transaction history.
I.1.5.2	At a minimum, the Web Portal shall provide screen navigation from account screen to transaction history and card history for that account.
I.1.5.3	The Web Portal shall provide a history of all account activity to include credits, debits, card changes (issuance, replacement, and card status changes), and PIN changes.
I.1.5.4	EBA search results shall be sortable by name, household ID, PAN or EBT account number.
I.1.6	<i>Search WIC Vendors</i>

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Reference No.	Requirement
I.1.6.1	The WIC EBT system shall allow authorized users to search for WIC vendors by vendor name, or vendor ID to access vendor transaction history.
I.1.7	<i>Food Item Changes</i>
I.1.8	<i>Web Portal Navigation</i>
I.1.8.1	<i>At a minimum, the transaction set supported through the EBT web portal functionality at the WIC Program level shall include:</i>
I.1.8.1.1	Functionality to allow users to view EBT household account information and provide links to transaction history;
I.1.8.1.2	Functionality to allow users to conduct filter queries into redemption activity and the ability to print and export data resulting from a filter query;
I.1.8.1.3	Access to a minimum of three (3) years of historical data;
I.1.8.1.4	Search for an EBA by using a PAN, HANDS ID, or cardholder name;
I.1.8.1.5	Search the UPC/PLU list and sort and filter by Category and Sub-Category;
I.1.8.1.6	Navigate between queries, including between the following:
I.1.8.1.6.1	Between WIC vendor and transaction history queries;
I.1.8.1.6.2	From summary to detail and from detail to summary; and
I.1.8.1.6.3	From reconciliation to exception reports.
I.1.8.1.7	Execute data requests for off-line data and provide such data within two (2) business days of the request;
I.1.8.1.8	Access to applicable reports for authorized users.
I.1.8.1.9	The WIC EBT system shall allow detailed queries into household or cardholder redemption activity and provide print and export functionality that does not negatively impact system response time.
I.1.9	<i>Additional Functions</i>
I.1.9.1	Other web portal functions mentioned within this Scope of Work include, but may not be limited to, the following:
I.1.9.1.1	View and download the Category/Subcategory;
I.1.9.1.2	View and download the UPC/PLU table and set activation/deactivation dates for UPCs/PLUs;
I.1.9.1.3	View and download the APL, and
I.1.9.1.4	Access reports

**Table 11-Web Portal Functional Requirements**

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13.1.10. Reporting Requirements

Reference No.	Requirement
<b>J.1</b>	<b>Reporting</b>
J.1.1	The Contractor shall accommodate the informational needs of the Consortium, DC WIC and USDA FNS in its reporting package.
J.1.1.1	The Contractor is therefore required to provide a comprehensive reporting package.
J.1.1.2	The Contractor shall provide a cost-effective combination of administrative functionality, electronic data files, standard reports, and ad hoc reporting capabilities.
J.1.2	To support the WIC reporting requirements, the Contractor shall be required to meet, at a minimum, the reporting requirements outlined in the WIC Functional Requirements Document for a Model WIC Information System with EBT (FRED-E), Version 2008 2.0, Section 3.12 - Reporting, September 2008 or the most recent version of this document.
J.1.2.1	The Contractor shall be required to provide all reports in FRED-E, Version 2008 2.0, Section 3.12, Exhibit 3-13 with a checkmark in the EBT column.
J.1.2.2	Standard reports shall be formatted using standard ANSI carriage controls to enable printing.
J.1.2.3	WIC reports shall include data on card issuance, benefit issuance, redemptions, and expirations by Category, Subcategory, and UPC, UOM (ounces, pounds, etc.) quantity, cost, discounts, and NTE adjustments.
J.1.2.4	The reporting system shall produce WIC information at the Consortium member and local WIC agency/clinic levels.
J.1.2.5	In applicable reports and where an item price exceeds the NTE price, reports shall include information on item price requested and item price paid.
J.1.3	Any changes to reports require two (2) weeks advance notification to the Consortium and DC WIC.
J.1.3.1	The Contractor shall only change reports when initiated with Consortium approval.
J.1.3.2	The Contractor shall provide access to the EBT system data for ad-hoc reports or recommend an alternative solution.
J.1.4	Standard queries and custom reports built for any other WIC State Agencies shall be made available to the Consortium as a standard query at no cost to the Consortium provided that the query does not require any additional data to be added to the existing data model.

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Reference No.	Requirement
J.1.5	<i>Batch File Acknowledgement</i>
J.1.5.1	The WIC EBT system shall adhere to the following requirements concerning acknowledgement of batch files:
J.1.5.1.1	The WIC EBT system shall transmit a confirmation to HANDS that a batch file was received;
J.1.5.1.2	The WIC EBT system shall transmit detail record errors to HANDS;
J.1.5.1.3	The WIC EBT system shall accept a confirmation from HANDS that a batch file was received;
J.1.5.1.4	The WIC EBT system shall accept batch level error reports from HANDS; and
J.1.5.1.5	If the WIC EBT system transmits a batch with no records, the batch shall indicate that no action is to be taken by HANDS.
J.1.6	<i>Daily Activity File</i>
J.1.6.1	The WIC EBT system shall provide a comprehensive set of daily account activity files to the applicable Consortium member's iteration of HANDS.
J.1.6.2	The activity file shall contain all transactions or account actions initiated by DC WIC via real-time online messaging or batch file transfers during an EBT processing day.
J.1.6.3	The activity file shall also contain transactions initiated by DC WIC's local WIC agencies/clinics, initiated on behalf of the Consortium member by the Contractor (i.e., account adjustments) or initiated by cardholders at WIC vendor locations.
J.1.6.4	The daily activity file shall be based on the processing day or on a twenty- four (24) hour time frame specified by DC WIC during system design.
J.1.6.5	The files shall provide detail on every transaction that impacts an EBT account balance or account status. The reports shall show:
J.1.6.5.1	The items and amount of the transaction (i.e., account action);
J.1.6.5.2	Type of transaction (including but not limited to issuance, benefit redemptions, repayments, expirations, adjustments, transfers, voids, reversals, unapplied transactions, and any other transaction types);
J.1.6.5.3	Date and time of transaction, and who originated the transaction;



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<b>Reference No.</b>	<b>Requirement</b>
J.1.6.5.4	Adjustments to benefits requested by HANDS and completed by the WIC EBT system;
J.1.6.5.5	Transactions with discounts and coupons; and
J.1.6.5.6	Transactions using multiple benefit programs or where redemption straddles the sub-Category code and broadband Category code shall report details for each item redeemed.
<i>J.1.7</i>	<i>WIC Daily Reconciliation File</i>
J.1.7.1	The WIC EBT system shall provide a daily Reconciliation Report to HANDS.
J.1.7.1.1	This report shall provide a proof of reconciliation by program type (if additional programs are added to the WIC EBT platform).
J.1.7.1.2	This report shall reflect program totals beginning with the current settlement, reduced by the previous suspense, increased by the current suspense to arrive at the daily reconciliation.
J.1.7.2	Prior to making any change in reconciliation reports, processes or data displays, etc., the Contractor shall provide a minimum of ninety (90) calendar day advance notice to DC WIC.
<i>J.1.8</i>	<i>WIC Daily Benefit Expiration and Expungement File</i>
J.1.8.1	The WIC EBT system shall provide a daily Expiration and Expungement File, indicating the benefits expired and expunged from the WIC EBT system each day.
<i>J.1.9</i>	<i>WIC APL File</i>
J.1.9.1	The WIC EBT system shall make the APL, including the current UPCs and/or PLUs, available to WIC authorized vendors for download at a specific time each day.
J.1.9.2	The WIC EBT system shall allow WIC vendors to automate the download of the APL or to request the APL on-demand.
J.1.9.3	The WIC EBT system shall provide authorized users with viewing access to the APL source data.
J.1.9.4	The APL shall not contain NTE price data.
J.1.9.5	The APL file shall conform to the ANSI X9.93 V4 type 2 specifications, or most recent version.
<i>J.1.10</i>	<i>WIC ARF</i>
J.1.10.1	The WIC EBT system shall make each TPP and direct connect WIC vendor's auto reconciliation file (ARF) available for the applicable TPP and WIC vendor to download.

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Reference No.	Requirement
J.1.10.2	The ARF shall be generated for each processing day that a transaction was received from the WIC vendor and shall be made available at a time specified by the WIC vendor and agreed upon by DC WIC during system design sessions.
<i>J.1.11</i>	<i>Banking Data Files</i>
J.1.11.1	The WIC EBT system shall generate banking data files that conform to the National Automated Clearing House Association (NACHA) to initiate ACH payments to WIC vendors as defined in the current version of the WIC EBT Universal MIS/EBT Interface document.
<i>J.1.12</i>	<i>Daily Settlement Amount</i>
J.1.12.1	The Contractor shall provide a Daily Settlement Amount report containing the date, dollar amount cleared (debits), dollar amount of credits, and total daily funding amount required.
J.1.12.2	The Contractor shall provide the report in alternative media such as email and/or fax.
J.1.12.3	The report shall be provided at a time agreed upon between DC WIC and the Contractor.
J.1.12.4	This report shall allow DC WIC members to ensure sufficient funds are available for the day's settlement to WIC vendors.
<i>J.1.13</i>	<i>Terminal Activity Report</i>
J.1.13.1	The WIC EBT system shall provide daily and monthly terminal summary reports that show all transactions resulting in funds being moved (i.e., settled) to each WIC vendor.
J.1.13.2	The report shall list at a minimum the transaction type, dollar value, adjustments for discounts and NTE, balance inquiries through ARU, transaction date, settlement date, WIC vendor and terminal identifier.
J.1.13.3	The reports shall provide settlement totals for each entity for which funds are to be moved, as well as suspense totals, if any, for transactions that shall not be settled until the next processing day.
J.1.13.4	The report shall include totals at the terminal level and WIC vendor level, including a summary total for the WIC vendor for the settlement date.
<i>J.1.14</i>	<i>Transaction Profile Report</i>
J.1.14.1	The WIC EBT system shall provide a monthly summary of WIC vendor transactions by benefit type and transaction type, (reversals, voids, balance inquiry, adjustments, etc.).
<i>J.1.15</i>	<i>Stand-Beside Terminal Transaction Profile Report</i>

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Reference No.	Requirement
J.1.15.1	The WIC EBT system shall provide a single-function terminal report that shall provide a summary of all transactions initiated by a single-function terminal by type and value.
<i>J.1.16</i>	<i>WIC Vendor Activity Summary Report</i>
J.1.16.1	The WIC EBT system shall provide a daily Vendor Activity Report.
J.1.16.2	This report provides all WIC vendor settlement activity on each calendar day, including the total settlement minus the previous suspense plus current suspense results.
J.1.16.3	This report shall include database activities for areas such as adjustments, voids and reversals, which shall agree with the daily activity file.
<i>J.1.17</i>	<i>Daily ACH Activity Report</i>
J.1.17.1	The Daily ACH Activity Report identifies all WIC vendor, designated agent and TPP deposits for each business day.
<i>J.1.18</i>	<i>Expired Benefits Report</i>
J.1.18.1	The WIC EBT system shall provide a daily Expired Benefits Report that includes a summary of the benefits expired from accounts that day by Category/Subcategory.
<i>J.1.19</i>	<i>Settlement and Clearing Report</i>
J.1.19.1	The Contractor shall provide a daily Settlement Report.
J.1.19.2	This report shall provide at a summary level the total funds that settled for the processing day by benefit type and required funding.
J.1.19.3	This report shall balance to the totals from the Daily Terminal Activity Reports.
<i>J.1.20</i>	<i>Adjustment Audit Transaction Detail Report</i>
J.1.20.1	The WIC EBT system shall provide a daily Adjustment Audit Transaction Detail Report that provides details on all adjustment transactions conducted within each business day.
J.1.20.2	The WIC EBT Contractor shall provide the following information for each unsettled payment returned to DC WIC: transfer type, total amount, attempted settlement date(s), WIC vendor name, WIC vendor number, and bank account number (including the ABA bank number).
J.1.20.3	The Contractor shall provide any additional data elements that may be required if FNS issues written procedures to address unsettled funds.
J.1.20.4	Additional data elements may be required if FNS issues written procedures to address unsettled funds.

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<b>Reference No.</b>	<b>Requirement</b>
<i>J.1.21</i>	<i>Billing Report</i>
J.1.21.1	The Contractor shall provide DC WIC with billing reports in an electronic format.
J.1.21.1.1	Billing reports shall substantiate the monthly billing for EBT services.
J.1.21.1.2	The billing reports shall include detail information to allow DC WIC to validate the monthly invoice for WIC EBT services.
<i>J.1.22</i>	<i>Rebate and 798 Reporting</i>
J.1.22.1	The WIC EBT system shall provide data to support the creation of rebate invoices and FNS 798 reports within HANDS.
<i>J.1.23</i>	<i>Card and PIN Reports</i>
J.1.23.1	The WIC EBT Implementation and Processing Services Contractor shall provide a set of daily reports including:
J.1.23.1.1	Daily invalid card attempt report;
J.1.23.1.2	Daily card issuance/re-issuance report;
J.1.23.1.3	Daily card status report;
J.1.23.1.4	Daily lost, stolen or damaged card report; and
J.1.23.1.5	Daily mailed cards report.
J.1.23.1.6	In addition, the Contractor shall provide the following monthly reports:
J.1.23.1.6.1	Monthly invalid PIN attempts report; and
J.1.23.1.6.2	Monthly transaction denial summary report (statistical data).
<i>J.1.24</i>	<i>Fraud Detection Reports</i>
J.1.24.1	The Contractor shall provide a set of fraud reports that shall help DC WIC manage and detect fraud.
J.1.24.2	Fraud detection reports shall include high risk WIC vendor reporting.
J.1.24.3	At a minimum, fraud detection reports shall include:
J.1.24.3.1	WIC vendors that repeatedly request food item purchase prices at or above the NTE;
J.1.24.3.2	WIC vendors that have multiple WIC transactions within a short period of time;
J.1.24.3.3	Purchase transactions for an even dollar amount;
J.1.24.3.4	EBA's with frequent card replacements; and
J.1.24.3.5	WIC vendors that manually enter the card PAN.
<i>J.1.25</i>	<i>Batch Processing Report</i>
J.1.25.1	The Contractor shall provide a daily Batch Processing Report that includes the number and types of batch files received and processed.

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Reference No.	Requirement
J.1.25.2	The Batch Processing Report shall include a summary report by file transmission that provides a confirmation for the processing of the batch file(s).
J.1.25.2.1	The summary report shall contain summary verification data, including the total number of records received in the batch and the number of records by record type (e.g., number of add, change, and delete records).
J.1.25.2.2	The report shall contain a summary of the processing of the transmission (i.e., number of records accepted, and number of records rejected).
J.1.25.2.3	The Contractor shall submit batch confirmation reports to DC WIC within one (1) hour of receiving the file.
<i>J.1.26</i>	<i>Batch Exception Report</i>
J.1.26.1	The Contractor shall provide a daily Batch Exception Report for each Consortium member, as applicable, for all batch files received by the Contractor.
J.1.26.2	Batch Exception Reports shall contain a listing of all records received within a batch, which were not processed by the WIC EBT system, and verification of the comparison of reports to prevent duplicate files and records.
J.1.26.3	Each record included on the exception report shall have a corresponding reason code indicating the cause of the rejection.
J.1.26.4	The Contractor shall submit Batch Exception Reports and/or records to the Consortium within one (1) hour of receiving the file.
<i>J.1.27</i>	<i>Monthly Activity Summary Reports</i>
J.1.27.1	The Contractor shall provide a monthly summary report of transaction activity on the WIC EBT system at the DC WIC Agency and local WIC agency/service site levels.
J.1.27.2	Statistics provided shall include, at a minimum, transactions performed by benefit type (if multiple programs are implemented), transaction type, the number of active EBAs on the system, number of active cards on the system, and the number of cards issued and the number of cards replaced during the month.
<i>J.1.28</i>	<i>Product Utilization and Food Cost Reports</i>
J.1.28.1	The WIC EBT system shall provide standard food analysis reports including:
J.1.28.1.1	Daily and monthly number of food products issued by Category/Subcategory;

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Reference No.	Requirement
J.1.28.1.2	Daily and monthly number of food products purchased by Category/Subcategory;
J.1.28.1.3	Daily and monthly number of food products expired by Category/Subcategory;
J.1.28.1.4	Daily and monthly total cost of food products by Category/Subcategory and by WIC vendor peer group;
J.1.28.1.5	UPC changes report including both updates and changes to individual UPC codes as well as updates made on a more widespread level;
J.1.28.1.6	Daily and monthly food products sold at above average sales rates; and
J.1.28.1.7	End of day database balance exception reports.
<i>J.1.29</i>	<i>Ad Hoc Reporting</i>
J.1.29.1	The WIC EBT system shall support user initiated Ad Hoc reporting.
J.1.29.1.1	Multiple output options shall include PDF and MS Excel.
J.1.29.2	Daily and monthly food products issued by Category/Sub-Category.
J.1.29.3	Daily and monthly food products purchased by Category/Sub-Category.
J.1.29.4	Daily and monthly food products expired by Category/Sub-Category.
J.1.29.5	Daily and monthly cost of food products by Category/Sub-Category and by WIC vendor peer group.
J.1.29.6	Daily and monthly food products sold at above average sales rates.
J.1.29.7	End of day database balance exception reports.

**Table 12-Reporting Requirements**

13.2. System Operations Performance Standards

13.2.1. The Contractor shall, at a minimum, meet the performance standards specified in Table (14) – “Performance Standards,” as defined in the USDA FNS Operating Rules for WIC EBT dated September 2014 or the most recent version, for the WIC EBT system and delivery of WIC EBT services.

Reference No.	Operating Performance Standard	Performance Deficiency
K.1	Direct Connect Vendors: For direct connect vendors; the WIC EBT system shall process 99% of WIC transactions within twenty (20) seconds on a monthly basis from the point of sending the transaction from the WIC vendor.	Failure of the system to process a WIC transaction within twenty (20) seconds from the point of sending the transaction from the WIC vendor, 99% of the time on a monthly basis.

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Reference No.	Operating Performance Standard	Performance Deficiency
K.2	EBT Central Computer Uptime. The EBT Central Computer shall be up and available 99.9% of the scheduled uptime, twenty-four (24) hours per day, seven (7) days per week measured on a monthly basis, in accordance with processing specifications and requirements. Scheduled uptime shall mean the time the database is available and accessible for transaction processing and excludes scheduled downtime for routine maintenance. The EBT Central Computer consists of all system functions over which the Implementation and Processing Services Contractor/Subcontractor has direct control, either directly or through a Subcontractor relationship.	Failure of EBT Central Computer to be up and available 99.9% of the scheduled uptime measured on a monthly basis.
K.3	Transactions Response: The WIC EBT system shall initiate a response to an online transaction request within two (2) seconds from the time such request is received by the WIC EBT system, 98% of the time on a monthly basis. This does not include data transmission time between the WIC EBT system and a TPP. Scheduled downtime shall be excluded provided a minimum of two (2) weeks' notice is provided to all network participants prior to the scheduled outage.	Failure of the system to initiate a response to a transaction request within two (2) seconds from the time such request is received by the WIC EBT system, 98% of the time on a monthly basis.
K.4	System Uptime: The WIC EBT system shall have an uptime of 99.9% of the time, not including maintenance (scheduled downtime).	Failure of the system to have an uptime of 99.9% of the time not including maintenance (scheduled downtime).
K.5	Acceptance of Data or File Transmissions. The EBT system shall be available to accept files transmitted from HANDS twenty-four (24) hours per day, seven (7) days per week.	Failure of the EBT system to be available to accept files transmitted from HANDS twenty-four (24) hours per day, seven (7) days per week.
K.6	System Response Times. The WIC EBT system shall process all message-based system interface messages from HANDS within twenty (20) seconds from the point of sending the message from HANDS, 99% of the time measured on a monthly basis.	Failure to initiate a response to a request to transmit or retrieve data within two (2) seconds from time such request is received less than 99% of the time on a monthly average basis.
K.7	Scheduled Downtime. Scheduled downtime shall be scheduled during hours defined by the Consortium during system design.	Scheduled downtime occurring outside of defined hours on any given month.
K.8	Scheduled Downtime. Scheduled downtime shall not exceed two (2) hours per month unless other timeframes are agreed upon by the Consortium.	Scheduled downtime exceeding two hours in one month on any given month (unless agreed upon by the Consortium).
K.9	Settlement Timeframe. The timeframe for ACH settlement shall be met 100% of the time measured within a 30-day rolling window.	Failure to meet timeframe for ACH settlement window 100% of the time measured within a 30-day rolling window.
K.10	Settlement Discrepancies. The WIC Program shall be notified of settlement or reconciliation discrepancies within twelve (12) hours of discovery.	Failure to provide notice of discrepancy within twelve (12) hours of discovery.

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Reference No.	Operating Performance Standard	Performance Deficiency
K.11	Account Disputes. The EBT Implementation and Processing Services Contractor shall investigate and complete WIC Program or WIC vendor-initiated disputes within ten (10) business days of the date the adjustment request is initiated.	Failure to investigate and complete an adjustment within ten (10) business days.
K.12	Transaction Accuracy. No more than two (2) inaccurate transactions per every 50,000 EBT transactions processed by the WIC EBT system.	Failure to maintain an accuracy standard of no more than two (2) errors per every 50,000 EBT transactions.
K.13	Four-Digit Year Compliance. Provide only four-digit year compliant equipment, software and deliverables.	Failure to provide four-digit year compliant equipment, software, deliverables, and/or other services.
K.14	Availability of Benefits: The WIC EBT system shall ensure benefits are available on their availability date and time (12:00 AM) 100% of the time.	Failure of the system to ensure benefits are available on the availability date and time (12:00 AM) 100% of the time.
K.15	Dispute Resolution: The Contractor shall resolve disputes between the Contractor and the WIC vendor within forty-five (45) days of the dispute being submitted by the WIC vendor.	Failure of the provider to resolve disputes between the Contractor and the WIC vendor within forty-five (45) days of the dispute being submitted by the WIC vendor.
K.16	ARU Answer Time: The WIC EBT ARU shall have an average answer time of less than fifteen (15) seconds, measured on a monthly basis.	The ARU has an average answer time of greater than fifteen (15) seconds.
K.17	Abandoned Call Rate: The participant call center shall have an abandoned call rate of less than three percent (3%).	An abandoned call rate of greater than three percent (3%).
K.18	Busy Signal: The Contractor shall ensure that no calls to its user and help desks shall be met with a busy signal.	Failure of the provider to ensure that no calls to its user and help desks shall be met with a busy signal.
K.19	Customer Service Resolution: The Contractor shall have an 85% rate of resolution with the first customer service representative (CSR).	Failure of the provider to have an 85% rate of resolution with the first CSR.
K.20	Optional: Mail Cards: The Contractor shall mail cards no later than the next business day after receipt of a card issuance request by an DC cardholder 98% of the time measured on a monthly basis.	Failure of the provider to mail cards no later than the next business day after receipt of a card issuance request 98% of the time measured on a monthly basis.

**Table 13-System Operations Performance Standards**

13.3. Security Requirements;

The security requirements defined in this section shall be applied as reflected in the approved Security deliverable(s).

13.3.1. Security Standards,

13.3.1.1. Security of the State's WAN and LANs are of utmost importance to the State of Arizona and DC WIC. In order to assure security from a personnel and operations



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perspective, Contractor shall comply with all requirements, in their entirety, as described in the statewide enterprise architecture, and statewide Information Technology security policies, standards and procedures:

<https://aset.az.gov/resources/policies-standards-and-procedures>; and

- 13.3.1.2. In some instances, Contractor personnel will only be allowed inside of a State facility if accompanied by a State escort. This is applicable in the Correctional facilities, Public Safety facilities, State Lottery, or other facilities as designated by the State.

### 13.3.2. Security Framework,

- 13.3.2.1. The State of Arizona and its contractors are mandated to develop and implement a Cyber Security Framework (CSF) in accordance with National Institute of Standards and Technology (NIST) guidance. Contractor understands and agrees no other forms of Security Frameworks, Trust Documents, Self-Attestations, to include; ISO/IEC, SOC 2 & 3, PCI, or HIPAA reports of compliance are recognized nor accepted by State.

- 13.3.2.2. NIST SP 800-53 Rev. 4 guidelines can be located at:  
<https://csrc.nist.gov/publications/detail/sp/800-53/rev-4/final>;

- 13.3.2.3. Contractor shall comply with all applicable security requirements for Arizona Risk and Authorization Management Program (AZRamp):

- 13.3.2.3.1. State reserves the right to conduct risk assessments, vulnerability assessments, black-box penetration tests or hire a third party to conduct risk assessments, vulnerability assessments, and black-box penetration tests of the Contractor's environment. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control, and

- 13.3.2.3.2. Contractor will submit copies of system logs from Contractor's environment to State of AZ security team upon request to be added to the State Security Information Event Monitor (SIEM) or Intrusion Detection System (IDS).

- 13.3.2.4. Contractor shall comply with all applicable State and Federal laws and regulations, including, but not *limited* to:

- 13.3.2.4.1. Federal Information Security Management Act (FISMA) of 2002,

- 13.3.2.4.2. Federal Information Security Modernization Act (FISMA) of 2014,

- 13.3.2.4.3. OMB Circular A-130,

- 13.3.2.4.4. Health Portability and Accountability Act (HIPAA) including Business Associate Agreement/ Health Information Technology for Economic and Clinical Health Act (HITECH),

- 13.3.2.4.5. Tax Information Security Guidelines for Federal, State and Local Agencies: Safeguards for Protecting Federal Tax Returns and Return Information (IRS Publication 1075),

- 13.3.2.4.6. A.R.S. 18-104 - Arizona Department of Administration, Arizona Strategic Enterprise Technology (ADOA-ASET), Powers and duties of the agency,

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- 13.3.2.4.7. A.R.S. 18-105 - Statewide information security and privacy office (SISPO),
  - 13.3.2.4.8. A.R.S. 18-552 - Notification of security system breaches; requirements; enforcement; civil penalty; preemption; exceptions,
  - 13.3.2.4.9. Arizona Executive Order 2008-10 – Mitigating Cyber Security Threats,
  - 13.3.2.4.10. State of Arizona statewide policies, standards and practices,
  - 13.3.2.4.11. SIPC Memorandum of Understanding (MOU),
  - 13.3.2.4.12. State Environmental policies,
  - 13.3.2.4.13. Family Education Rights Privacy Act (FERPA),
  - 13.3.2.4.14. Driver’s Privacy Protection Act (DPPA),
  - 13.3.2.4.15. Incident Response Reporting program and system,
  - 13.3.2.4.16. Privacy Incident Reporting policy and standards,
  - 13.3.2.4.17. AZNET/SISPO escalation MOU and notification workflow/templates, and
  - 13.3.2.4.18. State of Arizona Library, Archives and Public Records, Records Management Division, General Retention Schedules  
<https://apps.azlibrary.gov/records/general.aspx>
- 13.3.3. The Contractor shall be responsible for the implementation and maintenance of a comprehensive security plan for the WIC EBT system and operations. This program shall include the administrative, physical, technical, and systems controls that shall be implemented to meet the state and federal security requirements of the WIC EBT system as defined in section 4. It is the expectation of the Consortium that the system of internal controls used to manage risks to the WIC EBT system and operations shall be based on electronic funds transfer (EFT) industry standards,
- 13.3.4. The Contractor shall ensure that the EBT system security level is established and maintained as defined in the Contract, including all work done by subcontractors,
- 13.3.5. The Contractor shall receive and process information that is classified by the Consortium and DC WIC as Confidential. Confidential information is consistent with the Federal designation of sensitive but unclassified. The loss, misuse, unauthorized access to, or modification of confidential information could adversely affect the conduct of Federal programs, or the privacy to which individuals are entitled,
- 13.3.6. The Contractor shall provide security controls consistent with PA-DSS, and with controls for high impact systems as described in NIST SP800-53,
- 13.3.7. Transaction Communications Security,
- 13.3.7.1. The WIC EBT system shall provide controls to ensure that EBT transaction communications are *secure*, including, at a minimum:
    - 13.3.7.1.1. Files shall only be processed if they originate from HANDS, authorized WIC vendors, designated agents or TPPs,
    - 13.3.7.1.2. Messages or files shall be validated for completeness, file and field

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formats and control and authentication measures,

- 13.3.7.1.3. The WIC EBT system, PIN selection devices and single-function POS solutions shall ensure that PINs are encrypted at the point of entry and never transmitted in the clear,
- 13.3.7.1.4. A cardholder's PIN shall not be selected or assigned by the WIC EBT system,
- 13.3.7.1.5. The WIC EBT PIN selection and terminal keys shall not be shared with other WIC State Agencies, and
- 13.3.7.1.6. The WIC EBT system shall support test keys to enable testing prior to WIC vendor, designated agent or TPP certification.

### 13.3.8. Information Security and Policy

- 13.3.8.1. Security is critical to the WIC EBT system since the system contains sensitive financial information and shall adhere to network connectivity, access, authentication, and authorization techniques as defined by State of Arizona IT security standards (12TU <https://aset.az.gov/resources/pspu12t>). In addition, the system shall adhere to federal security safeguards/countermeasures National Institute of Standards and Technology publication: [NIST 800-53 AC-6(10)];
- 13.3.8.2. The Contractor shall assure the WIC EBT system provides controls to protect confidential information against *unauthorized* access, use, modification and disclosure. At a minimum, Contractor shall abide by the following rules: and
  - 13.3.8.2.1. Access to the system and information is enabled only for authorized users as defined by user roles and profiles,
  - 13.3.8.2.2. Shall not divulge data to any person except as necessary to conduct WIC EBT according to defined functions, or as required by law,
  - 13.3.8.2.3. Ensure that sensitive information is accounted for and securely stored before, during and after processing,
  - 13.3.8.2.4. Provide for internal controls through separation of duties and/or dual control of functions,
  - 13.3.8.2.5. Maintain adequate system documentation, software applications and operating procedures, and a System Security Plan. Comprehensive change management practices for all IT operations are documented and consistently followed, and
  - 13.3.8.2.6. Provide mechanisms within applications that enforce access controls against system tampering and/or unauthorized changes.
- 13.3.8.3. The Contractor shall notify the PPM, DC WIC Program Project Manager, WIC IT Project Manager and the BNPA *Bureau* Chief of any instances of non-compliance with security measures, security breach or a suspected breach immediately. Notification shall include a description of the non-compliance and corrective action planned and/or taken.

### 13.3.9. Facilities Physical Security

- 13.3.9.1. The Contractor shall use physical security to limit access to facilities used to process

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cards or data or house sensitive data. The Contractor shall abide by the following rules:

- 13.3.9.1.1. Data center facilities shall be secured twenty-four (24) hours a day, every day of the year,
- 13.3.9.1.2. Employee access to the data center facility shall be controlled by an electronic access system,
- 13.3.9.1.3. Employee access to departments within the data center shall be controlled by an electronic access system,
- 13.3.9.1.4. Guests, including vendors, shall sign in and shall be assigned a temporary guest badge for identification,
- 13.3.9.1.5. Guests, including vendor service personnel, shall be escorted at all times,
- 13.3.9.1.6. Tapes, disks, and other storage media shall be kept in a secure environment with access limited to authorized staff,
- 13.3.9.1.7. Cooperate with the Consortium, which shall, on a yearly basis, conduct a test of the names of current employees against the names of individuals authorized for the Consortium's WIC EBT systems access, and any changes in the roles and responsibilities of said individuals,
- 13.3.9.1.8. No storage media shall leave the data site without prior management authorization,
- 13.3.9.1.9. Programming personnel, including contractors, shall be restricted from sensitive storage media unless prior management approval is obtained and access shall be granted on a need-to-know basis,
- 13.3.9.1.10. Data beyond the PIN may be secured using message encryption from the card terminal to the TPP by bilateral agreement,
- 13.3.9.1.11. Sensitive output shall be shredded prior to disposal, and
- 13.3.9.1.12. The WIC EBT system primary and fail-over processing sites shall be equipped with fire detection and suppression systems.

### 13.3.10. Card Stock Security.

- 13.3.10.1. The Contractor shall ensure the security of card stock in its possession and in the possession of subcontractors. Cards shipped by the Contractor shall be shipped using a method that can be tracked electronically by the Consortium.

## 14. WIC EBT Service Requirements

### 14.1. WIC Vendor Management Requirements;

- 14.1.1. The Contractor shall support DC WIC in promoting WIC EBT enablement for DC WIC's vendors with IECRS by providing interface specifications and as-needed technical assistance during design, development and testing, and

### 14.1.2. WIC Vendor EBT Agreements.

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- 14.1.2.1. The Contractor shall obtain and maintain agreements with WIC vendors as applicable. The agreement shall include requirements to abide by the USDA FNS Operating Rules for WIC EBT dated September 2014 or the most recent version.
- 14.1.2.2. WIC vendor and TPP agreements shall be between the Contractor and the WIC vendor or TPPs directly; the Consortium shall not be a party to WIC vendor/TPP agreements. The agreements shall describe the terms and conditions regarding the arrangements for use of the POS equipment and the operating procedures and rules. At a minimum, the agreements must include language that requires:
  - 14.1.2.2.1. Compliance with the District's regulations,
  - 14.1.2.2.2. Compliance with USDA FNS Operating Rules for WIC EBT dated September 2014 or the most recent version,
  - 14.1.2.2.3. Compliance with ANSI X9.93-2014,
  - 14.1.2.2.4. Compliance with X9.93 USDA-FNS Technical Implementation Guide (TIG) for online WIC EBT systems as defined by USDA-FNS,
  - 14.1.2.2.5. There shall be no charge to WIC authorized vendors, for authorization and settlement processing by the Contractor for EBT transactions,
  - 14.1.2.2.6. Only Agency-authorized WIC vendors may perform WIC transactions, and
- 14.1.3. Transaction Fees
  - 14.1.3.1. The Contractor shall not assess transaction fees, set-up fees, usage fees or other fees to WIC vendors.
- 14.1.4. Help Desk Support
  - 14.1.4.1. It is not anticipated that WIC service site staff will be provided user access to the WIC EBT system; therefore, the User Help Desk will be providing direct support only to the District WIC Program staff. DC WIC prefers that the Help Desk be located within the continental United States.
  - 14.1.4.2. WIC Vendor Settlement and Customer Service Support,
  - 14.1.4.3. Stand-Beside POS Terminal Provision and Support
    - 14.1.4.3.1. The Contractor shall provide single-function WIC vendors with transaction, settlement and reconciliation support. At a minimum, the Contractor shall:
      - 14.1.4.3.1.1. Provide a toll-free number for DC-WIC authorized vendors using single-function equipment to obtain information or support on transaction, settlement and reconciliation issues and to initiate disputes, and
      - 14.1.4.3.1.2. Provide an email address for State Support to WIC Agency staff for ARU, customer support, and POS terminal issues.
      - 14.1.4.3.1.3. Provide a WIC vendor web-portal to single-function vendors for secure access to WIC vendor transaction and settlement information, as contained in the auto-reconciliation file, ACH history, WIC vendor contracts,

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and other information and links as agreed upon with the Consortium. The WIC vendor web-portal system must support and enforce the use of unique user IDs and secure multifactor authentication for all vendor web-portal activities.

### 14.1.4.3.2. New Terminal Requests

14.1.4.3.2.1. The Contractor shall install and maintain stand beside POS hardware and the WIC POS application and shall ship or install a POS terminal within three (3) business days of receipt of the signed WIC vendor agreement. The Contractor shall repair or replace (ship) a malfunctioning terminal within forty-eight (48) hours from receipt of report or request by a WIC vendor or DC WIC.

14.1.4.3.2.2. The Contractor shall provide installation instructions. The Contractor may provide installation support via phone or onsite upon the DC WIC's or the vendor's request.

14.1.4.3.2.3. The Contractor shall provide training on terminal set-up and use. Phone or online training shall be available upon DC WIC's or the vendor's request.

14.1.4.3.2.4. The Contractor shall inform DC WIC of any reports of issues with delivering, scheduling, and/or installing its single-function solution(s).

14.1.4.3.2.5. The Contractor shall provide a twenty-four (24) hour toll-free line to WIC vendors with single-function POS terminals for training and to report terminal malfunctions. The Contractor shall also provide a separate toll-free number for WIC vendors to obtain information or support on transaction, settlement and reconciliation issues.

### 14.1.4.3.3. Terminal Support

14.1.4.3.3.1. The Contractor shall repair or replace (ship) a malfunctioning terminal within forty-eight (48) hours from receipt of report or request by a WIC vendor. The Contractor may provide installation support via phone. The Contractor shall provide training on terminal set-up and use. Phone, and online training shall be available upon the WIC vendor's request. The Contractor shall provide a prepaid return label to return the malfunctioning terminal. The WIC Vendor or DC WIC has the option to receive the prepaid return label electronically or by mail;

### 14.1.4.3.4. Technical Support

14.1.4.3.4.1. The Contractor shall support the HANDS Consortium in testing WIC vendor IECRS, and TPPs, as applicable, to enable system certification by the HANDS Consortium. As part of this support, the

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Contractor shall provide certification test scripts to validate all ECR/POS functionality for HANDS Consortium review and approval and test cards in the WIC EBT system with the HANDS Consortium's approval. The Contractor shall provide updated reports on IECRS found at retail locations to the HANDS Consortium as changes to vendor systems are encountered so that recertification activities can be scheduled; and

14.1.4.3.4.2. The Contractor shall provide the technical interface specifications, pre-approved by FNS and necessary for the interface with the WIC EBT system, to WIC vendors, their designated agents (e.g., corporate headquarters) and/or their TPPs and the HANDS Consortium.

### 14.1.4.3.5. Wireless EBT Transactions

14.1.4.3.5.1. The Consortium and DC WIC wish to extend to WIC EBT capabilities to include wireless transactions including curbside pickup and other innovative technologies;

14.1.4.3.5.2. The Contractor shall certify that the wireless EBT transactions meet the FNS September 2014 Operating Rules or most recent approved version;

14.1.4.3.5.3. The Contractor shall provide the DC WIC with an option for wireless terminals that are certified to process eWIC transactions; and

14.1.4.3.5.4. The Contractor's solutions shall meet Wireless Application Protocol (WAP) standards for wireless EBT/payment transactions as defined in section 4.

## 14.2. Cardholder Customer Services Requirements

14.2.1. The Contractor's Help Desk shall provide toll free cardholder access to customer services with sufficient capacity to provide services in both English and Spanish. The Cardholder Help Desk shall access translation services, such as the Language Line, for all additional languages. The toll-free number shall be transferred to DC WIC at the end of the contract. The Help Desk shall include teletypewriter (TTY) capability provided to participants with hearing disabilities. If DC WIC determines it will allow calls from pay phones, any fees associated with such calls will be invoiced to DC WIC as a pass-through cost. The toll-free number shall be separate number from the SNAP customer service number. The Consortium prefers that the cardholder customer service center be located in the continental United States;

14.2.2. The Contractor shall generate and mail a replacement card to the cardholder within two (2) business days of cardholder request. The cardholder will request the replacement card by speaking to a live customer service representative. The Contractor shall mail the replacement card to the cardholder using the United States Postal Service standard mail. The cardholder shall receive the replacement card within seven (7) business days;

14.2.3. Automated Response Unit (ARU); and

14.2.4. The initial contact with WIC EBT Cardholder Help Desk services shall be with the cardholder ARU

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which shall support balance inquiries, PIN selection and changes, transaction history as well as provide access to live customer service. The ARU shall be available twenty-four (24) hours per day, seven (7) days per week, 365 days per year (24x7x365). The Contractor shall submit for review and approval scripts used by the ARU and shall be configured to provide a choice between English and Spanish. The ARU shall allow DC WIC to select a unique introductory messaging (e.g., food recalls, emergency or disaster information, etc.),

14.2.4.1. At a minimum, cardholder ARU functions shall include:

- 14.2.4.1.1. Report a Lost/Stolen/Damaged Card: The caller's identity must be confirmed prior to disabling the card. Prior to replacing a card, the cardholders address must be confirmed unless otherwise designated by DC WIC.
- 14.2.4.1.2. Current Balance Inquiry: 'Current Balance' shall provide real-time account balance information;
- 14.2.4.1.3. PIN Selection or PIN Change: Cardholders shall have the option of selecting or changing their PIN via a single call to the ARU; and
- 14.2.4.1.4. Transaction History: Provide the dates of the last two (2) transactions, either issuance or purchase.
- 14.2.4.1.5. The Contractor shall provide a monthly statistical call volume report including the call type and length.

14.2.4.2. Live Customer Service.

- 14.2.4.2.1. The Contractor shall provide live customer services, both English and Spanish, as a secondary means of customer support, after accessing the ARU. Live customer services shall access translation services, such as the Language Line, for all additional languages. Live customer services shall be used primarily for reporting a lost, stolen or damaged card. All policy questions shall be referred to DC WIC. As an option, DC WIC may have live customer service in alternative languages other than English or Spanish.
- 14.2.4.2.2. Live customer services shall be offered twenty-four (24) hours per day, seven (7) days per week, 365 days per year (24x7x365). As an option, DC WIC may elect to restrict the hours that a live customer service representative is available.

14.2.4.3. Participant Web-Portal

- 14.2.4.3.1. The WIC EBT system shall provide secure web-based cardholder and/or participant access to WIC information to request PIN changes, balance inquiries and transaction histories, and other functions reasonable to the application, as well as links to other sites as designated by the Consortium member; and
- 14.2.4.3.2. DC WIC shall have the option of having the link to the Participant Web-portal on the state's WIC Page.

14.3. Change Management Services;

14.3.1. The Contractor shall follow the formal change management process established with the HANDS



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Consortium to encompass remedial, conforming, and enhancing changes.

### 14.3.2. Remedial Changes

14.3.2.1. Remedial changes are changes needed to make the system perform/function in the way it was designed; such changes shall be executed in a mutually agreed upon timeframe and in accordance with guidelines set forth in the agreed upon change management plan. Either the HANDS Consortium or the Contractor may identify the need for a remedial change. If the Contractor identifies a problem requiring a remedial change, the Contractor shall immediately notify the WIC Program Project Manager and designated staff from each Consortium member. If the change is made immediately, the Contractor shall notify the WIC Program Project Manager and designated staff from each Consortium member no later than one (1) business day following the implementation of the change. The Contractor shall work with the HANDS Consortium, to include testing, to ensure that a remedial change shall not impact WIC EBT system functionalities. Remedial changes shall be made at no cost to the HANDS Consortium.

### 14.3.3. Conforming Changes

14.3.3.1. Conforming changes are changes needed to adapt the system to changes in requirements that result from Federal or State regulation, federally mandated changes and changes to the USDA FNS *Operating Rules* for WIC EBT dated September 2014 or the most recent version.

### 14.3.4. Enhancing Changes

14.3.4.1. Enhancing changes are changes that are not remedial or conforming changes, including changes that shall enhance performance, provide new functionality, improve cost-effectiveness or improve efficiency and ongoing operation or program maintenance. Enhancing changes may be initiated by the HANDS Consortium or the Contractor. Enhancing changes initiated by the HANDS Consortium must be authorized by the HANDS Consortium WIC Program Project Manager.

### 14.3.5. Testing of System Modifications

14.3.5.1. The Contractor shall ensure that all changes and modifications to the WIC EBT system are fully and successfully tested prior to migrating the change into the production environment.

### 14.3.6. Change Order Process

14.3.6.1. Changes requested by the HANDS Consortium to the system/program baseline and conforming changes shall be initiated using the Change Order process defined in the Contractor's Change Management Plan and approved by the HANDS Consortium. All change orders must originate from the HANDS Consortium WIC Program Project Manager or designee; and

14.3.6.2. The HANDS Consortium shall monitor implementation of the approved changes through routine program management including scheduled status reports, request modifications, etc. Upon authorization of the change, the Contractor shall include the change in work plans, allocate resources as appropriate, and shall provide ongoing status reports, as part of the regular status report, with hour and cost accounting (if any) to the HANDS Consortium until such time as the change has been completed and accepted by the HANDS Consortium.

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### 14.3.7. Change Requests from HANDS Consortium

- 14.3.7.1. For enhancing change requests initiated by the HANDS Consortium, the Contractor shall provide a cost estimate, by hour, utilizing the hourly rate provided in the Price Sheet within six (6) weeks of the finalized change request. The hourly rate shall be a blended, fully-loaded rate for all staff, meaning one (1) hourly rate that shall include any design, development, *testing*, or other work necessary, and include over-head costs. The Contractor shall respond to system enhancement change requests with estimated hours and cost within six (6) weeks of receiving the finalized request;
- 14.3.7.2. Upon completion of a Change Order, the Contractor shall provide the HANDS Consortium with a statement that details the number of hours used toward the Change Order and how those hours were used; and
- 14.3.7.3. The HANDS Consortium shall designate Change Orders as low, medium or high priority. It is expected that *work* on low priority changes shall begin within 180 calendar days of written approval by the HANDS Consortium. It is expected that work on medium priority Change Orders shall be initiated by the Contractor within sixty (60) calendar days of written approval by the HANDS Consortium and that work on high priority Change Orders shall be initiated by the Contractor within thirty (30) calendar days of written approval by the HANDS Consortium. All change requests shall include agreed upon start and completion dates. The Contractor shall provide a written agreed upon plan, specifying the progress of each phase identified: Design, Development, Testing, and Implementation.

### 14.3.8. Changes Initiated by the Contractor

- 14.3.8.1. The Contractor shall provide the HANDS Consortium with advance notice of all self-initiated changes to the EBT system. The Contractor shall coordinate all non-remedial changes to the system with the HANDS Consortium WIC Program Project Manager or designee. Non-remedial changes shall be implemented at a time agreed upon with the HANDS Consortium, so that the availability and participation of HANDS Consortium and IT staff can be ensured. The HANDS Consortium shall be notified, in advance, of any known impacts the changes shall have to WIC EBT or HANDS functionality, file formats, screens, reporting, performance or any other areas. The Contractor shall work with the HANDS Consortium, to include testing, to ensure that Contractor-initiated changes do not unintentionally impact the HANDS Consortium functionalities, file formats, screens, reporting, performance, or any other areas.

### 14.4. Disaster Response Support;

- 14.4.1. The Contractor must be prepared to implement a disaster WIC EBT system to deliver benefits. The Contractor shall provide necessary systems and procedures to ensure that it can provide continuation of benefit issuance,
- 14.4.2. During the design phase, the Contractor shall conduct JAD sessions with the consortium in order to determine requirements for EBT disaster recovery. Disaster recovery planning will focus on system availability planning and options, issuance procedures, system recovery options, post-disaster activities, communication plan, and timing, and

### 14.4.3. Disaster Services.

#### 14.4.3.1. Cardholder Support Services;

- 14.4.3.1.1. The Contractor shall provide the following disaster or emergency services:

- 14.4.3.1.1.1. Customer Service Support During a Disaster: In the

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event of a disaster, Contractor shall provide the same scope of services to cardholders for the ARU and live customer service. The ARU shall have a specific disaster script that has been approved by the HANDS Consortium. Because call volumes shall likely increase, the Contractor shall increase the number of customer service representatives (CSRs) available to support cardholders. CSRs should be alerted when accessing the cardholder's record that the cardholder resides in the disaster area.

- 14.4.3.2. WIC Vendor Support Services; and
- 14.4.3.3. The Contractor shall provide the following WIC vendor support services,
- 14.4.3.4. WIC Vendor Site Survey: Upon notification by the HANDS Consortium of a disaster, the Contractor shall survey selected WIC vendor locations to determine the level of service that can be provided to cardholders because of equipment outage or other factors. The Contractor shall provide geographical mapping of the operational and non-operational locations. The Contractor shall ensure that CSRs are aware of which benefit *redemption* points are not operational during and after the disaster in order to direct cardholders to appropriate locations, and
- 14.4.3.5. Increased WIC Vendor Customer Service: In the event of a disaster, the Contractor shall provide the same scope of services to WIC vendors for the WIC vendor call center. The call center shall have a specific disaster scripts that have been approved by the HANDS Consortium. Because call volumes shall likely increase, the Contractor shall increase the number of CSRs to support WIC vendors and meet expected performance standards.
- 14.4.3.6. Technical Support in a Disaster.
  - 14.4.3.6.1. In a disaster, the Contractor shall provide the following technical support as directed by the HANDS Consortium,
    - 14.4.3.6.1.1. HANDS Interface Support: The Contractor shall support the recovery of the HANDS Consortium's eligibility and EBT interface systems at a fail-over site in the event of a disaster at the HANDS Consortium's primary data center. This support shall consist of providing connectivity to the HANDS Consortium's fail-over site to support the transmission of data files and reports between HANDS and the Contractor. The Contractor shall provide support to the HANDS Consortium in ensuring that benefits are still being provided to cardholders through the WIC EBT system during the recovery of HANDS. Following the declaration of a disaster by the HANDS Consortium and movement to a back-up data center, the Contractor shall work with the HANDS Consortium technical staff to provide WIC EBT administrative system support; and
    - 14.4.3.6.1.2. Administrative System Access: In the event the HANDS Consortium's eligibility system or the traditional interface is not accessible, the HANDS Consortium shall have access to the WIC EBT system through the internet. The Contractor shall

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provide the appropriate passwords, access and software components, and training and related documentation/staff training materials explaining how to use the Contractor's system prior to the disaster situation.

### 15. Hardware and Materials Requirements

This section provides the requirements for hardware and materials required from the Contractor.

#### 15.1. WIC EBT Cards;

15.1.1. The Contractor shall provide the WIC EBT card,

15.1.2. The Contractor shall:

15.1.2.1. Produce the card according to specifications;

15.1.2.2. Distribute/deliver cards to designated DC WIC locations for over-the-counter issuance; and

15.1.2.3. Maintain WIC EBT card data within the EBT System.

15.1.3. WIC EBT Card Standards,

15.1.3.1. The Contractor shall ensure that the WIC EBT cards are designed to comply with specifications that include the latest version of the USDA FNS Operating Rules for WIC EBT dated September 2014 or the most recent version (WIC EBT Card appearance and requirements), and the International Standards Organization (ISO) 7810:2003, Identification cards – Physical Characteristics and ANSI specifications and standards relating to cards used for financial transactions.

15.1.4. Card Specifications, and

15.1.4.1. Card Design;

15.1.4.1.1. The WIC EBT card design created by the Contractor shall be unique to DC WIC and subject to applicable DC WIC approval. Card samples shall also be submitted to DC WIC prior to sending the card to production. Card security features incorporated into the card design are not required by the Consortium. The WIC EBT card shall contain a mark, brand or wording that identifies it as being associated with DC WIC. Such identification is to be agreed upon with DC WIC. The WIC EBT card shall not contain the mark or brand of any debit/credit network without approval of FNS.

15.1.4.2. Card Obverse;

15.1.4.2.1. The obverse (front) of the card shall have the following features:

15.1.4.2.1.1. Graphics approved by DC WIC, using a four-color printing process; and

15.1.4.2.1.2. The PAN shall be printed on the card using contrasting color for readability.

15.1.4.3. Card Reverse;

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15.1.4.3.1. The reverse of the WIC EBT card shall have a high coercivity magnetic stripe and a tamper-evident signature panel. The reverse of the WIC EBT card shall have printed information as specified by DC WIC.

Field No.	Field Name	Field Length
1	Start Sentinel	1
2	Primary Account Number	16
3	Field Separator	1
4	Expiration Date	4
5	Service Code	3
6	Card Authorization Value	3
7	Discretionary Data	2
9	Longitudinal Redundancy Check	1

**Table 14: eWIC Card Track 2 Layout**

15.1.4.4. Track 2 Format; and

15.1.4.4.1. Track 2 of the magnetic stripe shall be encoded according to ISO standard for financial cards: ISO 7811, 7812 and 7813.

15.1.4.5. Primary Account Number (PAN).

15.1.4.5.1. The Primary Account Number (PAN) is a sixteen (16) digit numeric field that provides the means of identifying the person to whom the card was issued. The PAN of the WIC EBT card shall use DC WIC's Bank Identification Number/Issuer Identification Number (BIN/IIN). The PANs for new cards shall not duplicate any Contractor's card numbers already in use. The following layout shall be used for the PAN:

15.1.4.5.1.1. Position 1-8 BIN/IIN;

15.1.4.5.1.2. Position 9 Discretionary;

15.1.4.5.1.3. Position 10-15 Cardholder ID; and

15.1.4.5.1.4. Position 16 Check Digit.

15.1.4.5.2. The DC WIC BIN/IIN is 60886600.

15.1.5. Provision of Cards.

15.1.5.1. The Contractor shall deliver WIC EBT cards to DC WIC and/or or designated local agencies/service sites for over-the-counter card issuance. The Contractor shall maintain the following card distribution and inventory controls; and

15.1.5.1.1. Track all cards and link cards to distribution point via card numbers;

15.1.5.1.2. Cards shall be shipped with logical numbering and inventory lists,

15.1.5.1.3. Cards shall be packed in sealed sleeves, not to exceed 250 cards per sleeve, and

15.1.5.2. DC WIC shall retain ownership of all WIC EBT cards

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produced and not issued at the end of the contract term.

### 15.2. Clinic PIN Selection Terminals;

#### 15.2.1. Provision of Terminals,

15.2.1.1. The Contractor shall provide PIN selection terminals that are compatible with the EBT system;

15.2.1.2. The PIN selection device shall have the software capabilities to interface with HANDS for PIN selection. The PIN Pad shall send the encrypted PIN from HANDS to the EBT System; and

#### 15.2.1.3. Technical Standards;

15.2.1.3.1. The PIN selection devices shall conform to the following standards:

15.2.1.3.1.1. PIN security and management shall conform to ISO 9564;

15.2.1.3.1.2. The PIN selection device shall accept and securely encrypted 4-digit PINs;

15.2.1.3.1.3. The PIN selection device shall not display the PIN in text, print, or electronically record or write out the PIN; and

15.2.1.3.1.4. The PIN shall be encrypted using a cryptographic technique that meets or exceeds the cryptographic strength of 3DES using double keys or using PCI point to point encryption (PCI P2PE).

### 15.3. Stand-beside POS Solutions;

15.3.1. The Contractor is required to provide single-function POS terminals to the DC WIC authorized vendors, as authorized by DC WIC. The Contractor shall specify the brand and model of the single-function terminal. The Contractor shall lease single function Point of Sale (POS) terminals to the DC WIC. The Stand-beside POS solution lease shall include configuration, deployment, training, maintenance, supplies, and customer service. DC WIC currently anticipates up to five (5) vendors in need of a single-function POS terminal solution; however, this number may fluctuate (higher or lower) over the term of the contract.

#### 15.3.2. Stand-beside POS terminal requirements

15.3.2.1. The Contractor shall provide a single-function POS terminal to WIC vendors upon vendor request and approval by DC WIC. The solution shall abide by the following guidelines:

15.3.2.1.1. The solution shall have a PIN pad consistent with current industry standards for hardware encryption as defined in ISO 9564 standard,

15.3.2.1.2. The solution shall be able to manage a minimum of three (3) WIC State Agencies including APLs and BIN numbers,

15.3.2.1.3. The solution shall be able to utilize the APL and other Consortium member specifications that may apply,

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- 15.3.2.1.4. The solution shall download the APL automatically every twenty-four (24) hours and have the ability to download the APL on demand,
  - 15.3.2.1.5. The solution shall support a training mode,
  - 15.3.2.1.6. The solution shall support either or both high speed and dial connections,
  - 15.3.2.1.7. The solution shall support the full WIC EBT transaction set,
  - 15.3.2.1.8. The solution shall have a price memory function that can be utilized at the option of the WIC vendor,
  - 15.3.2.1.9. The solution shall support the entry of multiple discounts on a single transaction,
  - 15.3.2.1.10. The solution shall allow fresh fruits and vegetable PLUs to be mapped to a single generic code,
  - 15.3.2.1.11. The solution shall provide support for split tender,
  - 15.3.2.1.12. The solution shall have the capability to process a maximum of fifty (50) WIC items (unique UPCs) in a single purchase,
  - 15.3.2.1.13. The solution shall fully validate the purchase transaction locally before transmitting it to the WIC EBT system,
  - 15.3.2.1.14. The solution shall reverse the transaction if no response is received prior to sending the next transaction,
  - 15.3.2.1.15. The solution shall provide WIC EBT receipts (customer and store) that meet FNS receipt requirements,
  - 15.3.2.1.16. The solution shall provide lane, clerk, and store totals reporting,
  - 15.3.2.1.17. The solution shall support reconciliation with the WIC EBT system,
  - 15.3.2.1.18. The solution shall include the necessary peripherals and software to read UPCs and PLUs, and
  - 15.3.2.1.19. The single-function solution shall be tested and certified for WIC EBT for use by vendors prior to installation at WIC vendor locations.
- 15.3.3. Stand-beside POS Terminal Service Level Agreement,
- 15.3.3.1. For the duration of the lease, the Contractor shall provide maintenance and customer service support for the single-function terminals (authorized by DC WIC) accessible through a toll-free phone number;
  - 15.3.3.2. When a single-function POS terminal requires replacement, the Contractor shall ship replacement single-function POS terminals via overnight shipping.

### 16. Contract Close-out Requirements

#### 16.1. Contract Closeout Expectations;

- 16.1.1. During the term of the Contract, the Contractor shall work with the Consortium, DC WIC, and any other organization designated by the Consortium in a professional manner to facilitate an orderly,

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smooth, and timely transition of services at the end of DC WIC's contract terms. The following services shall be provided:

- 16.1.1.1. The Contractor shall coordinate with the next/new Implementation and Processing Services Contractor on migration of customer service functions on the night of database conversion;
- 16.1.1.2. The Contractor shall provide the Consortium the right to serve as a mediator between the current and new Implementation and Processing Services Contractors, Subcontractors, WIC vendors and TPPs. The Consortium shall have the right of final decision in disagreements between the current Contractor and the new WIC EBT Implementation and Processing Services Contractor;
- 16.1.1.3. The Contractor shall allow for fallback to its WIC EBT system in case of database conversion failure or other failures when converting to the new system;
- 16.1.1.4. The Contractor shall perform any and all necessary database cleanup, to be completed six (6) months prior to the end of the Contract Term and once cleanup is complete shall ensure data is maintained in a manner that shall support transition to the new WIC EBT Implementation and Processing Services Contractor;
- 16.1.1.5. The Contractor shall perform a final reconciliation of the WIC EBT system within one (1) month following the transition to the new WIC EBT Implementation and Processing Services Contractor. The Contractor shall inform the Consortium member of any errors, discrepancies and outstanding disputes; and
- 16.1.1.6. The Contractor shall allow for DC WIC to purchase of any leased hardware, at its option, at depreciated cost. The Contractor and Consortium shall agree upon a cost depreciation model.

### 16.2. Data Transfer;

- 16.2.1. Database conversion shall occur statewide at a time and date agreed upon between the Consortium member, FNS, and the current and future WIC EBT Implementation and Processing Services Contractors. The Contractor shall cooperate in at least three (3) practice run tests of database conversion, however additional tests may be required if issues are discovered upon completion of the practice runs,
- 16.2.2. The Contractor shall be prepared to transfer up to five (5) years of data to the succeeding/new WIC EBT Implementation and Processing Services Contractor at the end of Contractor's Contract with the Consortium member,
- 16.2.3. At a minimum, the transferred data shall include the complete history of,
  - 16.2.3.1. Local WIC agency/clinic Profiles;
  - 16.2.3.2. WIC Vendor Profiles;
  - 16.2.3.3. Authorized User Profiles;
  - 16.2.3.4. EBA Data;
  - 16.2.3.5. Card Data;
  - 16.2.3.6. PIN Data;
  - 16.2.3.7. Transaction Data;



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- 16.2.3.8. File Transfer Data;
- 16.2.3.9. Category/Subcategory Data;
- 16.2.3.10. UPC/PLU Data;
- 16.2.3.11. NTE Data;
- 16.2.3.12. APL Data;
- 16.2.3.13. ARF Data; and
- 16.2.3.14. Settlement Data.

### 16.3. Additional Activities;

16.3.1. Additional closeout activities include, but may not be limited to the following:

- 16.3.1.1. The cardholder ARU toll-free number shall be transferred to the DC WIC or designated recipient;
- 16.3.1.2. DC WIC shall retain ownership of any and all EBT cards produced and not issued at the end of the contract term, including cards produced and not yet shipped by the Contractor;
- 16.3.1.3. DC WIC's BIN/IIN shall be made available for use by the new WIC EBT Implementation and Processing Services Contractor at the end of the Contract Term; and
- 16.3.1.4. The Contractor shall provide DC WIC an electronic record on a portable token (e.g., external hard drive, CD, flash drive) of all system-related documents prepared for the Consortium and held in the document library.

### 17. Optional Services

#### 17.1. Onsite Support.

- 17.1.1. Each HANDS Consortium member shall have the option to request an onsite support from the Contractor.
  - 17.1.1.1. DC WIC shall have the option to request onsite support in intervals of two (2) business days from the Contractor.

### 18. Additional Requirements

The Contractor shall:

- 18.1. Or its designated financial institution shall have an originating and receiving membership in the national ACH network to support the settlement function. In order to promote the acceptance of EBT transactions, the Contractor shall be required to provide evidence of its own or its designated financial institution's ability to fulfill the settlement obligations specified in this Contract and shall comply with applicable USDA FNS Operating Rules for WIC EBT dated September 2014 or the most recent version, concerning an Issuer's ability to meet its settlement obligations. Evidence may be in the form of financial statements, bonds, guarantees or other assurances;

### 19. Notices, Correspondence and Reports

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- 19.1. Notices, correspondence, reports, and invoices from the Contractor to DC WIC shall be sent to the Contracting Officer Technical Representative (COTR) referenced in Section G and to:

Bureau of Physical Fitness and Nutrition – Bureau Chief  
DC Health  
Community Health Administration, 4<sup>th</sup> Floor  
899 North Capitol Street, NE  
Washington, DC 20020

- 19.2. Copies to:

WIC Finance Manager  
DC Health  
Community Health Administration, 4<sup>th</sup> Floor  
899 North Capitol Street, NE  
Washington, DC 20020