

COMMONWEALTH OF VIRGINIA DEPARTMENT OF THE TREASURY

REQUEST FOR PROPOSALS # CMI 16-003

for

Electronic Payment Card Services

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TREASURER OF VIRGINIA**

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Procurement Officer

August 31, 2015

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REQUEST FOR PROPOSALS
CMI 16-003

ISSUE DATE: August 31, 2015

TITLE: Electronic Payment Card Services

ISSUING AGENCY: Attn: Amy Anthes
Commonwealth of Virginia
Department of the Treasury
P.O. Box 1879
Richmond, Virginia 23218-1879

USING AGENCIES: State Agencies and Institutions of the Commonwealth
of Virginia

Initial Period Of Contract: On or before April 1, 2016 through March 31, 2019 With Two (2) Additional One (1) Year Renewal Periods in Accordance with the Terms and Conditions herein.

Sealed Proposals Will Be Received until **4:00 p.m. Tuesday September 22, 2015**, For Furnishing Electronic Payment Card Services described herein. **NOTE:** The UCI Road World Championships are being held in Richmond, VA Sept. 19-27, 2015. Please allow for possible traffic delays.

All Inquiries Shall Be Directed To: Amy Anthes by phone - (804) 371-6013 by fax - (804) 225-3187 or e-mail to amy.anthes@trs.virginia.gov **All questions must be submitted by September 9, 2015 at 3:00pm**

If Proposals are going to be Mailed, Mail Directly To Issuing Agency Shown Above, Adding One Line to the Top of the Address As Follows: Proposal for Electronic Payment Card Services, RFP # CMI 15-005

If Proposals Are Hand Delivered, Deliver To: Proposal for, Electronic Payment Card Services, RFP # CMI 16-003, Commonwealth of Virginia, Department of the Treasury, James Monroe Building - 3rd Floor, 101 North 14th Street, Richmond, Virginia 23219, Attn: Amy Anthes.

In Compliance With This Request For Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish Electronic Payment Card Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Offeror's Name:	By (Signature in Ink):
Complete Address:	Name (please print) and Title:
	Date:
City/State/Zip:	Federal Identification Number:
Telephone Number:	Facsimile Number:

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SECTION I INTRODUCTION

A. PURPOSE

This Request for Proposals ("RFP") is being issued by the Department of the Treasury ("Treasury") to solicit sealed proposals from financial institutions or firms associated with financial institutions to establish an optional use contract through competitive negotiations for Electronic Payment Card Services (EPC) to participating state agencies. The Department of the Treasury intends to use the results of this solicitation to award an optional use contract for EPC services to provide for State Agencies, Institutions, and Public Bodies of the Commonwealth. Current users of Electronic Payment Services include Department of Accounts (DOA) for payroll, Department of Social Services (DSS) for child support and TANF benefits, Virginia Employment Commission (VEC) for unemployment benefits, and Department of Taxation (TAX) which is being cancelled effective 3/31/16. The key features should include secure, affordable and easy-access of funds anywhere, anytime. All risks to the Commonwealth must be clearly outlined in the response.

B. PROCUREMENT OBJECTIVE

The objective of this RFP is to procure services which:

- Provide a multi agency Reloadable card for all benefits to be placed on one card.
- Offer a solution for Single Loadable card for future use
- Meet the stated requirements
- Ensure accuracy, system compliance and operational security at all times
- Minimizing cardholder costs and maximizing State benefits
- Provide fail-safe, disaster recovery and associated business continuity services

SECTION II BACKGROUND

The *Code of Virginia* Sections 2.2-1803 and 2.2-1810 assign to the Department of the Treasury (Treasury) the responsibility of establishing banking relationships and maintaining accounts with depositories for the purposes of making deposits and for the disbursement of funds for the Commonwealth of Virginia (Commonwealth).

The Department of the Treasury currently utilizes an electronic payment card program on behalf of the Commonwealth of Virginia for Department of Accounts (DOA), Department of Social Services (DSS), Virginia Employment Commission (VEC), and Department of Taxation (TAX). Electronic payment card program for TAX will be expiring 3/31/2016. Volumes and activity for TAX are not included in this solicitation. The below Virginia agencies are listed by category and intend to utilize this RFP.

Number of cards issued from 1/1/2010- 12/31/2014 for all Virginia agencies by Category are:

Number of cards issued from 1/1/2010 - 12/31/2014

PROGRAM_	CARD_COUNT	YEAR	PROGRAM_	CARD_COUNT	YEAR
TANF	43192	2010	TANF	51743	2013
UI	168457	2010	UI	119886	2013
CHILD SUPPORT	73110	2010	CHILD SUPPORT	69397	2013
PAYROLL	1840	2010	PAYROLL	1844	2013
TANF	55106	2011	TANF	58111	2014
UI	143370	2011	UI	112365	2014
CHILD SUPPORT	56187	2011	CHILD SUPPORT	68112	2014
PAYROLL	2060	2011	PAYROLL	2051	2014
TANF	52295	2012			
UI	133958	2012			
CHILD SUPPORT	60059	2012			
PAYROLL	1917	2012			

As of December 31, 2014, total active cards by program. Active is defined as a pinned card.

Unemployment Insurance – 161,404

Child Support – 85,094

Temporary Assistance for Needy Families – 65,705

Payroll – 2,537

SECTION III STATEMENT OF NEEDS

The Offeror shall provide proposal information to deliver the following requirements.

The following requirements are mandatory. If you cannot meet these requirements, please present your solution. The Offeror will restate each requirement and indicate compliance as a part of their response.

1. General Requirements

- 1.1 The Offeror agrees that the Commonwealth retains the right to customize the wording of verbal and written material including online content and IVR prompts.
- 1.2 The Offeror shall not charge the Commonwealth for any of the services offered under any resulting contract.
- 1.3 The card shall be a branded VISA or MasterCard, shall operate via the VISA or MasterCard network, shall be accepted by any participating merchant and the card will allow for PIN-based and signature based purchases.
- 1.4 The card must operate as a debit card and have no line of credit. The Cardholder, or any other entities not authorized by the Commonwealth, shall not be permitted to make deposits or add value to the card except merchants making refunds.
- 1.5 The cardholder will not be able to obtain checks or negotiate checks against the card or underlying account.
- 1.6 The Offeror will provide using agencies with test- card account numbers to enable administrator and others to thoroughly review and evaluate the Offeror's production processes each year (IVR, emails, website, etc.)
- 1.7 The offeror will describe the routine scheduled outage windows for both the proposed Web and IVR applications. Include outage reports for both systems for a recent twelve-month period.
- 1.8 The Offeror must not deny any customer referred by the Commonwealth for participation in the EPC programs.
- 1.9 The Offeror shall comply with 12 CRF 205-Electronic Funds Transfers-Regulation E. In addition, the Offeror shall provide a zero liability policy that will relieve the cardholder from any liability for unauthorized transactions. The Commonwealth shall not be liable for any transactions or over withdrawals
- 1.10 Each account balance shall be FDIC insured.
- 1.11 The Offeror must be FDIC or NCUSIF insured, affiliated with either VISA or MasterCard, be Electronic Funds Transfer (EFT) capable using NACHA standards.
- 1.12 All communications from the Offeror shall be reviewed and approved by the Contract Administrator and Program Administrator(s) prior to distribution. This includes but is not limited to emails, auto-call campaigns, card materials, promotional information, fee schedules, Terms of Use, changes in terms, announcements, etc.

- 1.13 All cards issued must require cardholder activation upon receipt. Cards shall not be mailed "Live/Active".
- 1.14 The Offeror must have funds available to account holders for TANF benefits on the first of every month and shall not be available before that date.
- 1.15 The Offeror must offer cardholder Interactive Voice Response (IVR-phone) funds transfer to another US bank account.
- 1.16 Allow cash back with purchases.
- 1.17 Provide deposit notification and low balance notification by email, phone or text message.
- 1.18 Provide ability for Cardholder to request paper statement of account activity via Customer Service Representative or web-based access.
- 1.19 The Offeror must have the ability to merge "duplicate cards upon agency request to correct". An example of this might be when there was an error by either party due to social security or date of birth setup incorrectly that resulted in the issuance of two cards.
- 1.20 The Offeror shall utilize a batch process. This process will allow for receipt of a batch file, establishment of account and issuance of debit cards. The Offeror shall return a daily batch file to using-agency confirming that the accounts were successfully created and ready to accept deposits, or provide error information from any accounts that could not be created. The Offeror shall be responsible for producing and mailing the cards to customers on the next business day after receipt of the daily file.
- 1.21 The Offeror shall provide a secure internet based enrollment process to accept new information on a daily basis.
- 1.22 The Offeror shall accept null files on state business days when there are no card accounts to be established.
- 1.23 The Offeror will be responsible for implementation, including development of mailing of materials and informational items to customers.
- 1.24 The Offeror should propose a solution to comply at all times with the requirements of Section 4004 of the Middle Class Tax Relief and Job Creation Act of 2012. Include sample reports that would be available to the program administrator to ensure compliance.
- 1.25 Department of Accounts-Payroll, on occasion, has a need to update the card provider's vendor database with new agencies. DOA provides name, agency number and FEIN. Provide your timeframe for establishing these new agency identifiers.
- 1.26 Service Level Agreements shall be established between the using agencies and the Offeror.

2. Fees

- 2.1 The Offeror shall not charge the cardholder or the Commonwealth for the initial card issuance, or the issuance of one (1) replacement card to each cardholder within the normal replacement cycle.
- 2.2 The Offeror should not charge the cardholder or the Commonwealth for unlimited use in the following activities: POS signature debit transactions, POS PIN-based debit transactions, POS cash back transactions, IVR calls, Customer Service Representative assisted telephone calls and web-based account access.
- 2.3 The Offeror shall allow a minimum of five (5) free ATM withdrawals per month from the Offeror's associated ATMs at no cost to the cardholder. (Include a list of all other ATM withdrawal fees on the Cost Proposal)
- 2.4 The Offeror shall allow a minimum of two (2) free teller assisted cash withdrawal of funds per month from any of the financial institution's bank branches. The cardholder does not have to be a current customer of that bank/branch.
- 2.5 Allow a minimum of two (2) fee-free ATM Denials/Declines for insufficient funds each month.
- 2.6 Allow a minimum of two (2) fee free ATM balance inquiries at any location each month.
- 2.7 Allow a minimum of two (2) fee free ATM cash withdrawals at any outside of network locations per month.
- 2.8 The Offeror will provide cardholders with free online access to account information, activation and balance updates.
- 2.9 The Offeror shall provide cardholders with free online IVR transfer of funds.

3. Services

- 3.1 The Offeror will provide the Commonwealth with a real-time online ability to view a cardholder's activation status, identify when or if fees have been assessed and obtain the card balance. If unable to do so, please provide your solution available to meet these needs.
- 3.2 Describe Customer Service Representative (CSR) servicing standards and how the Offeror assesses speed of answer, abandon rate and call quality. The abandonment rate should be no more than 5%. The Service Level for calls answered should be 85% within 60 seconds. The Offeror should describe their firm's average performance on response and resolution times and provide their customer service Service Level Agreements.
- 3.3 The Commonwealth requires the Offeror to provide 24/7 IVR support and normal business hours (EST) CSR support to assist cardholders with activation, use of the card and to provide account information. All instructions must be provided in both English and Spanish.
- 3.4 IVR will include the option of voice recognition, as well as key entry for support.
- 3.5 Describe your abilities and plan for IVR service, including but not limited to the following:

- 3.5.1 Capacity and answer speed.
- 3.5.2 Menu structure
- 3.5.3 Down time messages
- 3.5.4 Live transfer-out messages
- 3.5.5 Describe how customer service is provided to other Non-English speakers.
- 3.5.6 Describe TTY or other available services for telephone communication with the deaf and hard of hearing.
- 3.5.7 Offeror shall provide projected servicing standards and how assessment of speed of answer, abandon rate and call quality will be evaluated.
- 3.5.8 Describe initial and ongoing training programs for program administrators and staff who will assist payees with the operations of this program.
- 3.5.9 Provide a "script tree" for IVR prompts to include ability to reach a customer service representative.

4. Debit Cards/ Mailer Requirements/ Card Design/ Ordering Timeline

- 4.1 Cardholders will select their own PIN. Funds will be available immediately.
- 4.2 Cards will be reloadable.
- 4.3 Offeror shall mail cards the next business day and provide the cardholder with information, fees and the rules on usage of the cards.
- 4.4 Provide the using agencies with sample materials and cardholder agreement that will be sent to the cardholders. The using-Agency will provide input on all information being sent to the cardholder and be given the opportunity to customize the information on an ongoing basis.
- 4.5 Materials sent to the cardholder must be in English and with an informational statement in Spanish on how to access a Spanish version of the materials.
- 4.6 The Offeror agrees to allow the Commonwealth final approval for card design.
- 4.7 The Offeror agrees to allow the Commonwealth to provide a name for the card.
- 4.8 The Offeror agrees to allow the Commonwealth the privilege of selecting the picture and a thorough description of the suggested standard card design(s).
- 4.9 Cards should be professional looking so that cardholders will not confuse them for junk mail or solicitations.
- 4.10 The Offeror shall outline timeframes for ordering and proofing of initial batch of cards.
- 4.11 A preference will be given to Offeror that provide cards that are branded in such a way to make it easy for cardholders to locate financial institutions and ATMs that accept their card.
- 4.12 Magnetic stripe and EMV cards are required to be fully compliant with all federal laws and regulations meeting industry standards for quality and implementation timelines. Electronic payment cards must be similar in design and technology to other bank-issued ATM cards.

- 4.13 The card may initially be implemented as a magnetic card, but shall be migrated to EMV. Describe card options, timeline to EMV and migration.
- 4.14 Offeror shall develop a process for card verification for IVR transactions, which may include CVV2/CVC2 verification.
- 4.15 The Offeror shall describe the card activation process, including cardholder identification, counterfeit prevention and fraud prevention.
- 4.16 The Offeror agrees that there will be no minimum balance requirements for the cardholders' accounts.
- 4.17 The Offeror will be responsible for issuance of both initial and replacement cards. Describe the process for requesting replacement cards
- 4.18 The Offeror will identify the method and timeframe for delivery of cards.

5. Reversals/Recalls

- 5.1 The Commonwealth may initiate reversals/recalls for any credit entries made in error to the account per NACHA regulations.
- 5.2 For all reversals and recalls, funds shall be returned to the Commonwealth within three (3) to five (5) Business days.
- 5.3 The Offeror shall have the ability to place a cancellation status on a cardholders account and/or hold against applicable funds that need to be reversed/recalled within 24 hours of receiving notification from the Commonwealth. In the case with shared programs, the Commonwealth will work with the vendor to determine if the card has multiple programs disbursing and if the funds can be recalled or if the card holder account needs to be cancelled altogether. Describe your process and procedures for accommodating these situations to prevent activity against available funds that need returned.

6. Expired Cards:

- 6.1 Describe replacement procedures for expired cards, and the normal replacement cycle.
- 6.2 Provide a sample of materials that will be sent to cardholders regarding replacement.
- 6.3 Describe the measures in place to ensure the accuracy and security of the replacement card process.
- 6.4 Identify normal timeframes for the delivery of renewed cards.
- 6.5 Describe what happens if a charge is posted to an expired card. Include samples of replacement card reports (hardcopy and available on-line) the program administrator will receive and identify the timeline for receipt.

7. Cardholder Access to Information:

- 7.1 The Commonwealth requires the Offeror to provide a secure website for cardholders to inquire about payments, available balances, and account history. The website must meet Section 508 accessibility standards.

Describe your abilities and plan for such a website, including but not limited to the following:

- 7.1.1 Sign up process
- 7.1.2 Card Activation
- 7.1.3 Online statements
- 7.1.4 Transaction history
- 7.1.5 Online Transfer capability
- 7.1.6 PIN changes
- 7.1.7 Other languages offered.
- 7.1.8 FAQs
- 7.1.9 Describe the functions that are not present on the website, but that are part of the proposed system, and how that will be managed.
- 7.1.10 Describe languages offered.

8. ATM Access/Bank Access

- 8.1 Describe how your cards perform through operating ATM networks and allow for nationwide and international ATM access and the withdrawal of cash through a normal ATM transaction.
- 8.2 Provide the number of ATM locations by ZIP code at which cardholders will be able to conduct surcharge-free transactions. Identify which of these ATM locations are within a physical bank branch.
- 8.3 Identify ATM Withdrawal limits, including maximum withdrawal amounts, increments of withdrawal amounts, and frequency of withdrawals.
- 8.4 Describe the geographical locations of your firm at the national, regional, and local levels, as applicable, and identify all locations that will be used to support this contract and the operations handled from these locations
- 8.5 The Offeror shall describe their ability to provide an online real-time link to participating ATMs and participating bank teller branches for participating agencies to post on their website.
- 8.6 Describe the ability of bank tellers from other financial institutions to accept EPC card for cash withdrawals.
- 8.7 Describe any public awareness opportunities that may be needed for financial institutions that may be unfamiliar with EPC.

9. Security/Confidentiality

- 9.1 Offeror will validate user authenticity. Offeror shall never require a cardholder to provide their full SSN for routine authentication. Describe your process for authenticating users.
- 9.2 Agency(s) will produce a file that will be FTP'd nightly. Offeror shall provide an acknowledgement file back to the Program Administrator within 24 hours.
- 9.3 All cardholder information and cardholder account information created, as a result, of this contract must remain confidential.

- 9.4 No data, information, or distribution lists related to this contract shall be sold or otherwise distributed by the Offeror to a third party, including any divisions owned by or affiliated with the Offeror.
- 9.5 The Offeror shall provide a list of third party vendors and are required to inform the Commonwealth whenever there are any additions or deletions to that list.
- 9.6 Information disclosed by the Virginia Employment Commission (VEC) will be used for the sole purpose of providing electronic payment card services for unemployment benefits.
- 9.7 Offeror will instruct all personnel having access to information disclosed by all Commonwealth agencies about confidentiality requirements and the penalty specified in § 60.2-114 of the Code of Virginia, whereby unlawful access or use of the information constitutes a Class 2 misdemeanor.
- 9.8 Offeror will dispose of information disclosed by or obtained from all Commonwealth of Virginia agencies, and any copies thereof, after the purpose for which the information disclosed is served.
- 9.9 No information shall be sent to the cardholders without prior written approval of the Program or Contract Administrator.
- 9.10 Offeror shall detail security measures associated with the Prepaid Debit Card program, to include, but not limited to, the product or system utilized for identity management and measures in place to ensure accuracy and security of the enrollment process, such as password management, levels of authentication, and account information changes.
- 9.11 Describe the process used to verify the identity of any person seeking to change account information.
- 9.12 Describe the security features to activate the card.
- 9.13 Describe the process for the cardholder to change the PIN number.
- 9.14 Describe the security features to prevent counterfeiting the card.
- 9.15 Describe the type and level of security required for cardholder internet access, including authentication requirements.
- 9.16 Describe the verification process for other communications such as mailings or on-line access.
- 9.17 Describe what security measures are in place at the servicing location to ensure the security of cardholder data, and the security of telephone, fax, and e-mail communications.
- 9.18 Describe the type and level of security required for state agency access to information and applications.

10. Fraud Controls

- 10.1 The Offeror agrees to allow cardholders 60 days to report unauthorized withdrawals or suspected fraudulent transactions.
- 10.2 Describe methods of monitoring account transactions to identify any unusual spending patterns or frequencies, attempted purchases at excluded merchants, or purchases made on dates and times that are outside the normal cardholder spending patterns.

- 10.3 Describe the procedures for contacting the cardholder when fraudulent usage is suspect.
- 10.4 Describe procedures for contacting the various program Administrator(s) and Contract Administrator when fraudulent card usage is suspected and when the fraudulent issue is resolved.
- 10.5 Describe the steps used by Offeror when, as a result of fraudulent activity, whether actual, suspected or potential, a new card needs to be issued.
- 10.6 Describe the process and timeline used to notify cardholders in advance of changes in policy that will affect them and/or their account.
- 10.7 Provide statistics, to include types, of fraud associated with the Offeror's card program

11. Breaches

- 11.1 Describe the procedures and methodology in place to detect information security breaches and notify cardholders, Contract and Program Administrators in a manner that meets the requirements of the state breach-notification laws.
- 11.2 Provide a detailed explanation of your Response Plan, to include a contact list for the Data Breach Response Team, their roles and responsibilities, timelines and checklists for notification, and the notification process(es).
- 11.3 Notification to cardholders must include clear language and a toll free phone number for cardholders wanting additional information.
- 11.4 The Offeror shall provide details about the type of data lost, unless prohibited by law.

12. Reports

- 12.1 Provide a list of all available reports, brief description of each report and methods and frequency of delivery available.
- 12.2 Offeror shall provide Program Administrator(s) with management reports on card activity, card usage, card activation aging and CSR stats in an Excel format. All reports shall be available online or transmitted via email to designated administrators.
- 12.3 Offeror shall submit a quarterly report to the user agency and Treasury identifying the following: issuing agency, card identifier, cardholder last known state of residence, date of issue, date of last deposit to card, account information, date of last cardholder activity, pinned or unpinned. All reports shall be available online or transmitted via email to designated administrators. Reports should cover up to 5 years from issuance to escheatment dates.
- 12.4 Offeror shall include samples of new card reports to the program administrator(s).
- 12.5 Include samples of replacement card reports (hardcopy and on-line) the program administrator(s) will receive and identify the timeline for receipt.
- 12.6 The Offeror should describe the reconciliation process necessary to operate the card program to include, but not limited to, the list of payment files

received by the program with the number of payments contained and the total dollar amount and how exceptions such as rejected or unprocessed loads will be identified and handled.

13. Transition/Testing/Implementation

- 13.1 Discuss your approach to transitioning at the beginning of the contract, to include transition tasks and roles of program administrators, IT staff, cardholders, supervisors and management.
- 13.2 Describe in detail your implementation plan for the entire Commonwealth of Virginia electronic payment card services program. If you have done payment card services with Treasury in the past, describe how you would implement the program as though you had not previously done the services.
- 13.3 Provide a proposed work plan and schedule that outlines key implementation activities, their estimated duration, responsible party (e.g., contractor, subcontractor company name), and number of Offeror resources that will be assigned. Assume a contract award date of mid December 2015.
- 13.4 Describe in detail your implementation plan for a new Commonwealth of Virginia electronic payment card services program (i.e. a new benefit or payment type). If you have done payment card services with Treasury in the past, describe how you would implement the program as though you had not previously done the services.
- 13.5 Provide a proposed work plan and schedule that outlines key implementation activities, their estimated duration and responsible party (e.g., contractor, subcontractor company name).
- 13.6 Provide a proposed work plan and schedule that outlines key day-to-day operations that will support the requirements of this solicitation.
- 13.7 Describe the system testing and validation methodology. Include the scope of testing and the various components and functionality stages that will be tested. Describe how the testing will be coordinated between the using agencies and the Offeror.
- 13.8 The Offeror must provide a test environment whereby the Using-Agency can submit account maintenance files and receive back the file with the bank information for end-to-end testing.
- 13.9 The Offeror will provide Using-Agency with test card account numbers to enable administrator and others to thoroughly review and evaluate the Offeror's production processes (IVR, emails, website, etc.) prior to implementation.
- 13.10 The Offeror agrees that the Contract Administrator and/or Program Administrator must approve the proposed system and each subsequent enhancement or addition, prior to implementation acceptance.
- 13.11 Specify the responsibilities of all parties including the test data requirements that the Commonwealth must supply for successfully conducting the acceptance tests.

14. Unclaimed Property

The Vendor shall be responsible for reporting all unclaimed property in accordance with Virginia Code §§ 55-210.1-30 et al... seq. and must report all unclaimed property funds held on debit cards deemed abandoned. Service charges are not allowed on debit cards deemed abandoned. Describe what activity keeps a card active once pinned by cardholder.

15. Enrollment

- 15.1 The Commonwealth of Virginia's agencies use a batch oriented enrollment process so the Offeror could possibly receive multiple daily batch enrollment files from multiple state agencies, edit the data, establish the accounts, and issue the cards. The Offeror shall return one acknowledgement file for each file received to the appropriate agency confirming the accounts that were successfully created and ready to accept deposits, or provide error information from any accounts that could not be created. The Offeror will be responsible for producing and mailing the cards to customers once the enrollment data is received and accepted.
- 15.2 Identify the timeframe for returning the acknowledgement file after receipt of the enrollment file.
- 15.3 Describe your secure internet based enrollment process as well as a secure batch oriented enrollment process to accept new information on a daily basis.
- 15.4 Describe the ability of the Offeror to process enrollment directly using a cardholder's eligibility file provided by multiple state agencies/funding sources.
- 15.5 The Offeror agrees that the Commonwealth will determine eligibility and refer customers electronically to the Offeror to establish an EPC account.
- 15.6 Detail the measures in place to ensure the accuracy and security of the enrollment process.
- 15.7 Describe the process for handling unpinned cards. Identify the timeline for the return of funds back to the issuing agency. This excludes the escheatment of funds for unpinned cards to Unclaimed Property.
- 15.8 Describe your cardholder notification process for unpinned cards. Include timeframes, contact channels and criteria for any contact lists.

16. Payment Load

- 16.1 The Offeror will provide for receiving payment transactions and loading card accounts in accordance with the NACHA-approved PPD format. To accommodate multiple agencies within the State, loads will be provided in one or more ACH batches for each agency. The contents of the COMPANY ENTRY DESCRIPTION field and/or the COMPANY IDENTIFICATION FIELD within the ACH Batch Header Record will be used to differentiate the agencies.
- 16.2 The Commonwealth will use the PPD format for EPC applications and the PPD format for other EPC applications. The Offeror shall describe their ability to load individual payments to the EPC. In addition, the Offeror should describe any alternative formats or methods that they offer for the payment load.

- 16.3 The funds availability for cardholders must match the funds availability for Commonwealth payees receiving standard ACH credit payments. Describe the timing of the receipt of the load file vs. when the funds are available to the cardholder.
- 16.4 The Offeror shall notify the program administrators when there is a transmission failure between the Offeror and ACH. Describe the notification process to the related state agency.
- 16.5 Agencies will require the Offeror to provide electronic acknowledgement for the number of loads and amounts received to confirm successful transmissions and meet financial controls requirements. Describe how this acknowledgment will be provided including the timeframe after receipt of the payment file and the method for providing the acknowledgement.
- 16.6 Describe the measures in place to ensure the accuracy and security of the payment load process.
- 16.7 Describe the ability to disburse funds from different programs onto the same card.

17. New/Replacement Card Orders

- 17.1 Describe the turnaround time for rush new cards, lost/stolen and breached cards. Identify associated rush costs and your solution to using raised and flat card design to help reduce those costs, if any, in the Cost Proposal.
- 17.2 Include samples of new card reports available to the program administrator. These reports must be available on-line.
- 17.3 Identify the timeframe for notifying the Commonwealth when the United States Postal Service returns a card as undeliverable. The Offeror will be responsible for providing to the agency all forwarding addresses.
- 17.4 Describe the process for providing multiple cards on an account for family members of the person named on the account.
- 17.5 Describe the process for requesting replacement cards. Identify associated replacement card costs, if any, in the Cost Proposal.
- 17.6 Include samples of replacement card reports available to the program administrator. These reports must be available on-line.

18. Training

The using agency's staff and contract administrators may need training at implementation related to the bank's systems and process steps. Additional training may also be required during the contract term due to bank system changes and changes in bank procedures. Discuss how your bank would introduce and conduct this training for each of the named agencies during implementation and during the term of the contract. Provide us with a plan for training new users during the course of the contract.

- 18.1 The Offeror will be responsible for implementation, including development and mailing of materials and informational items to potential customers.
- 18.2 Describe the instructional materials and cardholder agreement that will be sent to the cardholders. Materials sent to the cardholders must be in both English and Spanish, with an informational statement in Spanish on how to access a Spanish version of the materials.

- 18.3 Describe initial and on-going training programs for cardholders, program administrators, and staff who will assist payees in the enrollment processes, in the use of the EPC Card, and in accessing services provided by the state.
- 18.4 The Offeror agrees that the State will have final approval of all instructional/training materials provided with the card.
- 18.5 Customer Service Support should be a dedicated team and should provide 24-hour support with toll free telephone numbers and email capability to access this team. All call centers providing customer service as indicated in the RFP must be located within the geographical boundaries of the United States and its territories.

19. Account Maintenance

- 19.1 The Offeror shall not charge an additional fee for small dollar non-ATM transactions. There shall be no minimum dollar threshold.
- 19.2 The Offeror agrees that there will be no minimum balance requirements for the cardholder accounts.
- 19.3 The Offeror agrees that the cardholder may not make deposits or add value to the card.
- 19.4 Describe Offeror's policy concerning renewing, keeping infrequently used cards active, and not going dormant.
- 19.5 Identify the timeframe and process used to contact the cardholder if there are no transactions against the card's balance after activation.
- 19.6 The Offeror agrees to ensure that each cardholder's account remains available for load until the Commonwealth advises that it no longer intends to make payment loads to the cardholder account, or when the cardholder cancels the card.

20. Demographic Change Updates

- 20.1 The Commonwealth requires that the Offeror using a batch file interface communicate any demographic changes to cardholder accounts. The Commonwealth and Offeror will provide an electronic acknowledgement to be returned after a file is received and processed.
- 20.2 Describe the process that cardholders will use to request a change of address upon identity verification.
- 20.3 Describe the methods of receiving and updating demographic changes (address, telephone number, etc.) and transferring the information between the Offeror and the Commonwealth.
- 20.4 Identify the timeframe to notify the Commonwealth when the cardholder has requested a change of address.

21. Cancelled Cards

- 21.1 The Offeror agrees to provide card cancellation procedures. Describe those procedures.
- 21.2 The Offeror agrees to notify daily the appropriate state agency via email with card cancellation information.
- 21.3 Describe the measures in place to ensure the accuracy and security of the cancellation process, both for manual and on-line cancellations.
- 21.4 Include samples of reports reflecting cancelled cards. All reports shall be available on-line. Define the timeline for on-line viewing.

- 21.5 List the timelines when remittance transactions can no longer be processed against a cancelled account and cancelled accounts stop appearing on program administrator reports.
- 21.6 Describe what happens if a charge is posted to a cancelled card.
- 21.7 Describe the capability to cancel social security numbers in the Offerors vendor system altogether when there is an erroneous card created because of a typo or incorrect information sent by the Commonwealth. Explain measures in place to prevent this error from causing a discrepancy in the future if this social security number were to come thru as a valid FEIN for a new card issuance.

22. Statements

- 22.1 Describe how you will provide a monthly statement for each cardholder.
- 22.2 Provide a sample paper copy of the various statement types. Monthly statements shall be available on-line. Define the timeline for providing on-line statements.
- 22.3 Identify the timeframe for notification of the state of monthly statements returned undeliverable by the United States Postal Service. The Offeror will be responsible for providing any forwarding addresses to the state.
- 22.4 Describe the information that appears on each statement.

23. Point of Sale Access

- 23.1 The Offeror agrees that the POS operating network will query the cardholder's available balance at the time of any PIN-based and signature-based POS transaction and disallow those that would exceed the cardholder's balance.
- 23.2 Describe the ability for a cardholder to receive cash back with a POS transaction based on either the store limit or the cash-back withdrawal limit specified in the proposal.
- 23.3 Offeror agrees that merchants must not be able to identify with a POS transaction that source of funds originated by the EPC program.
- 23.4 Describe the ability to restrict where and how the card may be used to make payments. For example, can the card be used to set up automatic car payments or for pay-at-the-pump fuel transactions?

24. Interoperability Security Agreement

The parties agree to the following:

- 24.1 Protect data in accordance with Bank Secrecy Act.
- 24.2 Protect data in accordance with Privacy Act of 1974 as amended.
- 24.3 Protect the information in accordance with International Standard for security management, ISO 27000
- 24.4 The Offeror will stipulate to all parties that are granted access to the subject information be bound by this agreement. The Offeror will obtain approval of the Data Owner prior to sharing the information.

- 24.5 To inform each other, in a timely and deliberate manner, of any security breaches to their respective IT systems which contain the data shared by this agreement.
- 24.6 Allow the Treasury and using agencies to participate in the investigation of incidents and exercise control over decisions regarding external reporting.
- 24.7 Protect information disclosed by the Virginia Employment Commission in compliance with the provisions of 20 CRF § 603.9 that establish safeguards and security requirements to protect unemployment compensation information against unauthorized access or disclosure.

25. Single Load Cards

- 25.1 Please provide your description and comments regarding the ability to provide a single load card program.

26. Electronic Pay Card Program Enhancements and Innovative Solutions

- 26.1 The offeror may provide any enhancement/innovative concepts that may meet the current or future needs of this program.

SECTION IV: PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL REQUIREMENTS:

1. RFP Response:

- a. Number of Copies- To be considered for selection, the Offeror must submit a complete response to this RFP. One (1) complete original, to include the Pricing Schedule. Seven (7) copies- do not include pricing, so marked, seven (7) electronic versions in a Microsoft compatible file format and one (1) redacted copy of each proposal must be submitted to Treasury. Additional copies shall be provided upon request.

2. Proposal Preparation:

- a. An authorized representative of the Offeror shall sign proposals. Submissions shall include all information requested. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information, may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the

RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents that cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and clearly state the reasons why protection is necessary. The proprietary or trade secret material submitted must be clearly identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.
3. Oral Presentation:
- a. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Department of the Treasury and agencies using the contract. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. The issuing agency (Treasury) will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency (Treasury) and may or may not be conducted.

B. SPECIFIC REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that the evaluation panel may properly evaluate your capabilities to provide the required services. Offeror is required to submit the following items, separated by tabs within the proposal, as a complete proposal:

TAB 1 – Presentation of the RFP

The complete RFP, the RFP cover sheet, and addenda, if any, filled out as required and signed.

TAB 2 – General Qualifications- Offeror Data and Background Sheet

1. Please complete and submit Appendix B

TAB 3 – Specific Plans for Providing the Proposed goods and/or services to include:

1. Address your firm's ability to provide the services noted in SECTION III STATEMENT OF NEEDS.

Please restate each requirement and discuss whether you can provide the service, how you will provide the service or the extent to which you can provide the service, any alternatives you would recommend in addition to or in lieu of the stated objective, and reference any reports provided by your system.

2. The Offeror shall meet the REPORTING AND DELIVERY REQUIREMENTS as outlined in SECTION VI.

Please restate each requirement and discuss whether or not you can provide the service; how you will provide the service or the extent to which you can provide the service; and any alternatives you recommend in addition to or in lieu of the stated objective.

TAB 4 – Pricing

Complete the price schedules in SECTION IX PRICING SCHEDULE, showing the cost for each service listed as well as the cost for any service not listed, but your institution expects will be utilized and billed for in the performance of this Contract.

Include TAB 4 Pricing in the original proposal only.

TAB 5- Appendix E

Complete the Project Requirements Summary Acknowledgement and Traceability sheet and submit.

TAB 6- Appendix F

Please complete the State Corporation Commission form and submit.

SECTION V: EVALUATION AND AWARD CRITERIA

- A. All proposals received will be reviewed and evaluated by a Selection Committee. The Committee will recommend proposals, which most closely meet the requirements of the RFP. The following will be used in making the selection:

Evaluation Criteria	Point Value
Qualifications of Offeror described in the Offeror Data and Background Sheet submission requirements, excluding references.	20
Offeror's plans for developing, implementing and administering the program in accordance with the Statement of Needs, Section III	45
Proposed fees	20
References	15

- C. Award of Contract: Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the selected Offerors. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror that, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 11-65D, *Code of Virginia*). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. See Appendix A.

SECTION VI: REPORTING AND DELIVERY REQUIREMENTS

A. Daily Reconciliation Reports

The Offeror is responsible for performing reconciliation procedures necessary to operate the card program.

Describe the reconciliation process. The reconciliation must address the following concerns:

- Individual reconciliation reports must contain a list of payment files received by program including the number of payments contained on the file and the total dollar amount.
- All exceptions must be identified and listed individually. This includes rejected or unprocessed loads.

Include samples of reconciliation reports. These reports must be available on-line. Provide the timeline for report availability on-line.

- B. The Contractor will provide annually at no cost to the Department of the Treasury's contract administrator and agencies program administrators an SSAE Audit Report and a bridge letter (upon request). The SSAE 16 audit report will have been prepared by the contractor's independent external auditing firm to meet the SSAE16 reporting requirements. Please provide the timing of when the audit reports would be available. An email attachment is Treasury's preferred method of receiving the SSAE 16.
- C. The Offeror shall submit a quarterly report to the user agency and Treasury identifying the following: issuing agency, card identifier, cardholder last known state of residence, date of issue, date of last deposit to card, account information, date of last cardholder activity, pinned or unpinned. All reports shall be available online or transmitted via email to designated administrators. Reports should cover up to 5 years from issuance to escheatment dates.

SECTION VII: GENERAL TERMS AND CONDITIONS:

A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.

B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The

agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. **ANTI-DISCRIMINATION**: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING**: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not

offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than ten working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number;

social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, the date monies are electronically deposited in the Contractor's bank account, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following

receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for

resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

NOTE: In addition, various Professional Liability/Errors and Omissions coverages when soliciting those services as follows:

Profession/Service	Limits
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate

R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution,

website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

W. **OFFEROR PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.

X. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:**
A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Y. **SECURITY COMPLIANCE** Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at

(<http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs>) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of Treasury's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier. Supplier shall also comply with all applicable federal, state and local laws and regulations. Treasury's security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Treasury information with which such employees and agents come into contact while at Treasury's site is confidential and proprietary. Any unauthorized release of proprietary or Personal information by the Supplier or an employee or agent of Supplier shall constitute a breach of its obligations under this Section and the Contract.

Supplier shall immediately notify Treasury of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by Treasury to Supplier. Supplier shall provide Treasury the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

Supplier shall indemnify, defend, and hold the Commonwealth, VITA, Treasury, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VITA, Treasury, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

Treasury shall have the right to review supplier's information security program prior to the commencement of the services and from time to time during the term of the contract. During the performance of the services, on an ongoing basis from time to time, Treasury, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of supplier's information security program. In lieu of an on-site audit, upon request by Treasury, supplier agrees to complete, within forty-five (45) days of receipt, an audit questionnaire provided by Treasury regarding supplier's information security program. Supplier shall implement any reasonably required safeguards as identified by any program audit.

SECTION VIII: SPECIAL TERMS AND CONDITIONS

1. **AWARD OF CONTRACT:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the

agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

2. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 120 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 120 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
3. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for two (2) successive one (1) year periods, under the terms of the current contract, and at a reasonable time prior to the expiration.
4. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
5. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
6. **E-VERIFY PROGRAM:** Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired

employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

7. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to B-30 Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

8. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:**

The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a non disclosure agreement..

9. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in a yearly purchase order with the eVA transaction fee specified below assessed for each order.

a. For orders issued July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:

(i) DSBSD-certified Small Businesses: 0.75%, capped at \$500 per order.

(ii) Businesses that are not DSBSD-certified Small Businesses: 0.75%, capped at \$1,500 per order.

b. For orders issued January 1, 2014, and after, the Vendor Transaction Fee is:

- (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
- (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes. The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer

or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov

10. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Department of Treasury will be used in product literature or advertising. The Offeror shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services. This clause does not apply to materials produced exclusively for the Commonwealth or its Employees.

11. **OWNERSHIP OF MATERIALS:** Ownership of all data, material and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

12. **OBLIGATION OF FIRM:** By submitting a proposal, the Offeror covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the contract because of any understanding or lack of information.

13. **CONFIDENTIALITY OF INFORMATION:** All information furnished by the Department of Treasury, Department of Accounts, Department of Taxation, and the Department of Social Services work performed under the contract shall be confidential and the confidentiality preserved by the Offeror and its employees. Penalties for violations may apply in accordance with the Code of Virginia.
14. **INDEMNIFICATION:** The offeror agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the offeror; any services of any kind or nature furnished by the Offeror, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Offeror on the materials, goods or equipment delivered.
15. **CONTINUITY OF SERVICES:**
1. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - b. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - c. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
 2. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
 3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

16.**QUANTITIES**: Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

SECTION IX PRICING SCHEDULE

Cardholder No Fee Transactions	
	Fee
Issue Initial Card	\$0
First Time replacement card issuance in normal replacement cycle	\$0
Purchases at point –of-sale (POS) locations (PIN or Signature)	\$0
Customer Service Representative-assisted phone calls	\$0
Monthly Card Inactivity Fees	\$0
Deposit Notification-email, phone or text message	\$0
POS Cash Back with purchase	\$0
Low Balance Alert	\$0
Unlimited Web-Based Account Access	\$0

Cardholder Fees		
	No. Free/month	Fee
ATM ATM cash withdrawal at "in- network" ATMs		
ATM cash withdrawal at ATMs "outside network" locations		
Bank Teller cash withdrawal		
ATM Balance Inquiries at any location		
ATM Denials for insufficient funds		
Additional Replacement Cards issued in normal replacement cycle		
Express card delivery for replacement cards issued within two business days		
Paper Monthly Statements		
Paper Statement Replacement		
Additional card on cardholder's account		
Account Overdraft		
Account access via IVR(telephone) or operator assisted telephone calls		
Bill Pay via merchant website		
Bill Pay via card vendor website		
Interactive Voice Response (IVR- phone) funds transfer to another Bank Account		
International ATM withdrawal fees		
International transaction fee- added to both ATM and POS transactions		

SECTION X APPENDICES

Appendix A

FORM OF COMMONWEALTH OF VIRGINIA CONTRACT

Appendix A represents the proposed Contract, which the Commonwealth of Virginia would expect the Contractor to sign. Please note any suggestions or additions you would like considered.

COMMONWEALTH OF VIRGINIA

Department of the Treasury
Electronic Pay Card Services
Contract Number CMI 15-005

This Contract is entered into this ____ day of _____, 2015 by _____, hereinafter called the "Contractor", and the Commonwealth of Virginia Department of the Treasury, hereinafter called the "Issuing Agency".

WITNESSETH that the Contractor and the Issuing Agency, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Commonwealth as set forth in the Contract Documents.

PERIOD OF CONTRACT: From October 1, 2015 to September 30, 2018 **with two (2) successive one-year options to renew the Contract in accordance with the terms and conditions noted in the Contract.**

COMPENSATION AND METHOD OF PAYMENT: The service charges are to be included in the bank's monthly account analysis.

CONTRACT DOCUMENTS: The Contract Documents shall consist of:

- (1) This signed Contract;
- (2) The following portions of the Request For Proposals dated March 25, 2015
 - (a) The Statement of Needs
 - (b) The General Terms and Conditions
 - (c) The Special Terms and Conditions, together with any negotiated modifications of those Special Conditions.
- (3) The Contractor's proposal XXXX, and all written modifications to the Proposal, **including all written vendor responses**, all of which documents are incorporated herein.

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in Section 7.15 of the Commonwealth of Virginia's *Vendor's Manual*.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby, and certify they are authorized to sign this Contract for the Contractor or the Commonwealth.

CONTRACTOR

(Signature) (Date)

(Printed Name)

(Title)

PURCHASING AGENCY

(Signature) (Date)

(Printed Name)

(Title)

Appendix B

Offeror Data and Background Sheet

(To Be Completed by Offeror)

Qualifications of Offeror: The Offeror must have the capability and capacity in all respects in order to fully satisfy all contractual requirements.

Offeror Corporate Overview and Personnel:

1. Years in business: Indicate the length of time you have been in business providing this type of service: _____ years _____ months.
2. Background and Experience: Provide background and experience in this market.
 - a. Demonstrate the experience, qualifications, ability and expertise of Offeror and Offeror's proposed staff to provide the requirements set out in the Statement of Needs.
3. Personnel: Identify all staff, including management personnel and account managers, responsible for the relationship between the Offeror and the Treasury, and those staff members who shall provide the services requested in this solicitation in the event of a contract award (if any), to include;
 - a. Complete names;
 - b. Description of relevant experience of each and their qualifications;
 - c. Resumes for each of the proposed staff;
 - d. The function(s) or portion of service each proposed staff member will perform, and if staff member's time is designated as primarily technical, supervisory, oversight, etc.
 - e. The number of clients the individual has

Also, describe any systems and programming or data transmission staff that would be dedicated to the transition relationship with Treasury, including how many entities the person is responsible for.

Additionally, describe the process that the Offeror will use to propose new key personnel to any resulting contractual relationship with Treasury. Confirm that Treasury will have an opportunity to approve new key personnel.

4. Corporate Identity: Provide the identity of any parent corporation, include address, phone and fax numbers, FEIN or tax ID No., Company web site and contact email. Also provide the identity of any subsidiaries/ affiliates, as applicable.
5. Organization & Structure: Provide an overview of the organizational operating structure and describe the operational and functional relationships of the business units of your organization, as it relates to your proposal and Treasury's stated needs and requirements. Organizational charts are helpful supplements to your explanations.

6. Corporate History and Structure: In the event significant company changes have occurred within the past three years (e.g., merger, acquisition, etc.), or may be planned to occur, explain the change(s) and how it has, or has not, or may impact the company's financial viability. Has your firm been the subject previously (within the past 5 years) or currently of any legal action, suit, investigation, claim, complaint, demand, summons, cease and desist letter, subpoena, injunction, notice of violation, or other proceeding pending against or threatened in writing that involves the products or services your firm provides? If so, please elaborate.

7. Strategic Relationships: State any subcontractors and outsourced services to be used in performance of any contract resulting from this solicitation.

- a. Provide a list of all planned subcontractors including a summary description of the relationship (such as the number of engagements, length of time and type of project) that the subcontractor has worked with the Offeror.
- b. Provide a list of all functions and services that each subcontractor intends to provide throughout the course of the contract.

8. Provide information on your firm's future, long-term vision and strategic plans as they relate to the direction of the proposed solution. Describe and demonstrate five factors that make your company a better service provider than other competitors.

9. Quality Program: Describe all quality programs your company has adopted which directly impact your proposed solution.

Financial and SSAE 16 Information:

10. Total Revenue: Indicate your company's total revenues associated with the requirements of this solicitation and specify the period of time that the revenues were received. The Offeror should specify the amount of revenues received for each effort closely related to the efforts set out in this solicitation, as well as the total number of pay cards issued during the most recent calendar year.

11. SSAE 16- Summarize the scope of services and period of coverage of your last SSAE 16 audit. Include a copy of it with your proposal.

Customers:

12. Customers: The Offeror must demonstrate a proven record of successfully providing services similar to those defined in Section III to customers of similar scope and complexity. Please provide a list of all past and/or current public (government) accounts which have done business with the Offeror during the past five years, including the Treasury or the Commonwealth of Virginia, if applicable. The list shall include customer name, contact names, email addresses, phone number and service descriptions (specific services provided with specific pay card programs offered), how long the customer has done business with the Offeror, the volume of cards issued, and whether any new pay card programs were added during the contractual

relationship. Please note if the contact is a general contract administrator or program user. Please include program users where possible. Treasury may use this list in reference checking.

The Treasury will make such reasonable investigations as deemed proper and necessary to determine the ability of an Offeror to perform the contract and these may include, but may not be limited to, reference checks and interviews. Offeror should verify the reference information (contact person, telephone numbers and email address) is current and up-to-date prior to submitting them. Indicate whether any contracts have not been extended or have been cancelled for performance issues. References will be considered in the second round of evaluating proposals.

Back-up and Disaster Recovery Plans:

13. Offeror shall certify to the Treasury that a well-defined systems backup and disaster recovery plan exists. These plans should include your provisions for hardware, software, and communications backup for both technical and environmental situations. Provide proof of a business continuity and disaster recovery plan. Briefly describe these plans. Describe the most recent time your backup and disaster recovery plans were tested and explain the results. The Offeror shall certify to the Treasury that "hot sites" exists, including the site of your primary data center and your back-up data center for the services offered to Treasury. Describe the environment of both locations, including power sources, back-up power source, cooling, fire protection, security, and reliability/up-time.

Agreement with Terms and Conditions:

14. The offeror accepts all of the RFP General and Special Terms and Conditions. ☐ Yes
☐ No
15. The offeror has forms that the Treasury will be asked to sign in the event of any resulting contract award. ☐ Yes ☐ No

Note: If the offeror marks "yes" to question 16, the Offeror must include in its proposal any required forms that the Treasury would be asked to sign in the event of any resulting contract award.

Any terms and conditions contained in these forms may be subject to negotiation. In addition, any terms and conditions in opposition of Commonwealth of Virginia laws, regulations, policies, or the best interest of the Commonwealth may result in the proposal receiving no further consideration by the Treasury.

The Code of Virginia prohibits Treasury from signing agreements that contain references to either of the follow:

- **Holding the Offeror harmless and**
- **Indemnifying the Offeror**

Appendix C

Definitions

The following definitions apply to this RFP.

“Account” means a record of the amount of funds available to a cardholder which is held in a consumer-owned asset account in a financial institution established to receive automatic deposits of payments made by the Commonwealth of Virginia for each cardholder, and accessible by the cardholder through the use of the EPC issued and serviced by the financial institution.

“ACH” means automated clearinghouse.

“ATM” means automated teller machine.

“AVR/IVR” means automated voice response/interactive voice response system.

“Business Day” means any day (other than a Saturday, Sunday or a Federal Holiday) on which national financial institutions are permitted to be open.

“Cardholder” means a person who receives an EPC.

“Card” means an electronic payment card (EPC) product which operates from an account in a financial institution established to receive automatic deposits of payments made by the Commonwealth of Virginia with an individual account set up for each participating recipient and which bears either the VISA or MasterCard service marks.

“DOA” means Department of Accounts

“DSS” means Department of Social Services

“TAX” means Department of Taxation

“VEC” means Virginia Employment Commission

“EPC” means electronic payment card.

“EFT” means electronic funds transfer.

“FDIC” means Federal Deposit Insurance Corporation.

“MasterCard” means the trademark.

“NACHA” means National Automated Clearing House Association.

“NCUSIF” means National Credit Union Share Insurance Fund.

“Offeror” means the responder to the RFP

“Payee” means state payee that receives checks, EFT or EPC services across all program applications.

“PPD” means Prearranged Payment and Deposit.

“POS” means point of sale terminal.

“Program Administrator” means the identified Commonwealth of Virginia’s agency staff person responsible for the specific programs such as child support, unemployment insurance or other state EPC program areas.

“Regulation E” means Title 12, Chapter II, Federal Reserve System, Part 205, Electronic Funds Transfers (Regulation E) of the Code of Federal Regulations [12CFR205.1].

“RFP” means Request for Proposal.

“VISA” means the trademark.

APPENDIX D VOLUME INFORMATION

VIRGINIA E-Disbursement

Management Statistics Report - Monthly Combined

Reporting Period: Dec 01, 2014 thru Dec 31, 2014

Total Transaction for Reporting 1,473,674

	ATM	Bank Teller	POS TOTAL	Accel Pin Based	MasterCard Pin Based	Signature Based	Deposits
Number of Transactions	100,030	3,073	1,053,152	230,813	205,619	610,820	250,229
Percent of Total Transactions	11%	0%	71%	16%	14%	41%	17%
Aggregate Transaction Value	-\$14,038,389.03	-\$1,504,297.70	-\$22,314,364.02	-\$0,182,085.87	-\$4,584,465.60	-\$11,547,813.40	\$42,115,250.55
Average Transaction Value	-\$87.40	-\$489.56	-\$21.19	-\$26.11	-\$22.31	-\$18.91	\$164.37
Average Number of Transactions Per Participant	2.09	1.38	11.50	2.50	2.24	6.67	2.67
Number of Debit Transactions	114,772	3,073	1,042,558	235,923	204,220	602,416	0
Amount of Debit Transactions	-\$14,038,389.03	-\$1,504,297.70	-\$22,010,999.32	-\$6,213,000.75	-\$4,630,355.00	-\$11,717,649.07	\$0.00
Number of Credit Transactions	0	0	10,594	890	1,209	8,405	250,229
Amount of Credit Transactions	\$0.00	\$0.00	\$298,601.40	\$30,074.88	\$05,860.34	\$169,736.18	\$42,115,250.55

	Account Totals	Card Totals
First Day of Reporting Period:	857,400	303,093
Last Day of Reporting Period:	892,920	411,789
Newly Added during Reporting Period:	4,920	18,695
Accounts with at Least one transaction during Reporting	98,285	
Cards Stated Lost or Stolen during Reporting Period:		4,388
Cards Deactivated for Other Reason during Reporting Period:		1,668

APPENDIX E
Appendix E-Project Requirements Summary
Acknowledgement and Traceability

Use this form to acknowledge and provide traceability for each requirement in the Statement of Needs as set out in Section III of the RFP. If an Offeror reads a requirement in the narrative text that is not set out in the requirements table, the Offeror can add that requirement to the end of the table below and respond to the requirement accordingly. If an Offeror determines, through their analysis of this RFP, that any requirements result in either high cost and/or a high level of complexity, the Commonwealth is open to alternative suggestions. The Offeror should note such suggestions in the requirements traceability table listed in section a.

- a. Acknowledge solutions adherence to requirement (Show in table a: "Will Proposal Meet Req.?"")
 - i. Yes - solution will fully meet
 - ii. No – solution will not meet it
 - iii. Other – solution will meet with exceptions
 - iv. Comments – for every "no" or "other" response, provide an explanation
- b. Provide traceability of requirements to proposal (Show in table as: "Reference to Proposal Location")
 - i. Provide the location(s) within the Solution Response which supports the stated requirement(e.g., page number, section number/heading and/or Table or Figure number)

Requirements	Will Proposal Meet Req.? (Yes/No/Other)	RFP Page No.	Comments	Reference to Proposal Location
1. General:				
The Offeror agrees that the Commonwealth retains the right to customize the wording of verbal and written material including online content and IVR prompts.		3		
The Offeror shall not charge the Commonwealth for any of the services offered.		3		
The card shall be a branded VISA or MasterCard, shall operate via the VISA or MasterCard network, shall be accepted by any participating merchant and the card will allow for PIN-based and signature based purchases.		3		

The card must operate as a debit card and have no line of credit. The Cardholder, or any other entities not authorized by the Commonwealth shall not be permitted to make deposits or add value to the card except merchants making refunds.		3		
The cardholder will not be able to obtain checks or negotiate checks against the card or underlying account.		3		
The Offeror will provide using agencies with test- card account numbers to enable administrator and others to thoroughly review and evaluate the Offerors production processes each year (IVR, emails, website, etc.)		3		
The offeror will describe the routine scheduled outage windows for both the proposed Web and IVR applications. Include outage reports for both systems for a recent twelve-month period.		3		
The Offeror must not deny any customer referred by the Commonwealth for participation in the EPC programs.		3		
The Offeror shall comply with 12 CRF 205-Electronic Funds Transfers-Regulation E. In addition, the Offeror shall provide a "zero liability policy".		3		
Each account balance shall be FDIC insured.		3		
The Offeror must be FDIC or NCUSIF insured, affiliated with either VISA or MasterCard, be Electronic Funds Transfer (EFT) capable using NACHA standards.		3		
All communications from the Offeror shall be reviewed and approved by the Contract Administrator and Program Administrator(s) prior to distribution. This includes but is not limited to emails, auto-call campaigns, card materials, promotional information, fee schedules, Terms of Use, changes in terms, announcements, etc.		3		
All cards issued must require cardholder activation upon receipt. Cards shall not be mailed "Live/Active".		4		
The Offeror must have funds available to account holders for TANF benefits on the first of every month and shall not be available before that date. All other funds must be available in accordance with program's Statement of Work.		4		
Offer cardholder Interactive Voice Response (IVR-phone) funds transfer to another US bank account.		4		
Allow cash back with purchases.		4		
Provide deposit notification and low balance notification by email, phone or text message.		4		

The Offeror must provide ability for Cardholder to request paper statement of account activity via Customer Service Representative or web-based access.		4		
The Offeror must have the ability to merge "duplicate cards upon agency request to correct.		4		
The Offeror shall utilize a batch process. This process will allow for receipt of a batch file, establishment of account and issuance of debit cards. The Offeror shall return a daily batch file to using-agency confirming that the accounts were successfully created and ready to accept deposits, or provide error information from any accounts that could not be created. The Offeror shall be responsible for producing and mailing the cards to customers within 24 hours of receipt of the daily file.		4		
The Offeror shall provide a secure internet based enrollment process to accept new information on a daily basis.		4		
The Offeror shall accept null files on state business days when there are no card accounts to be established.		4		
The Offeror will be responsible for implementation, including development of mailing of materials and informational items to customers.		4		
The Offeror should propose a solution to comply at all times with the requirements of Section 4004 of the Middle Class Tax Relief and Job Creation Act of 2012.		4		
Department of Accounts-Payroll, on occasion, has a need to update the card provider's vendor database with new agencies. DOA provides name, agency number and FEIN. Provide your timeframe for establishing these new agencies.		4		
Service Level Agreements shall be established between the using agencies and the Offeror..		4		
2. Fees:				
The Offeror shall not charge the cardholder or the Commonwealth for the initial card issuance, or the issuance of one (1) replacement card to each cardholder within the normal replacement cycle.		5		
The Offeror should not charge the cardholder or the Commonwealth for unlimited use in the following activities: POS signature debit transactions, POS PIN-based debit transactions, POS cash back transactions, IVR calls, Customer Service Representative assisted telephone calls and web-based account access.		5		

The Offeror shall allow a minimum of five (5) free ATM withdrawals per month from the Offerors associated ATMs at no cost to the cardholder. (Include a list of all other ATM withdrawal fees on the Cost Proposal).		5		
The Offeror shall allow a minimum of two (2) free teller assisted cash withdrawal of funds per month from any of the financial institution's bank branches. The cardholder does not have to be a current customer of that bank/branch.		5		
Allow a minimum of two (2) fee-free ATM Denials/Declines for insufficient funds each month.		5		
Allow a minimum of two (2) fee free ATM balance inquiries at any location each month.		5		
Allow a minimum of two (2) fee free ATM cash withdrawals at any outside of network locations per month.		5		
The Offeror will provide cardholders with free online access to account information, activation and balance updates.		5		
The Offeror shall provide cardholders with free online or IVR transfer of funds.		5		
3. Services				
The Offeror will provide the Commonwealth with a real-time online ability to view a cardholder's activation status, identify when or if fees have been assessed and obtain the card balance. If unable to do so, please provide your solution available to meet these needs.		5		
Describe Customer Service Representative (CSR) servicing standards and how the Offeror assesses speed of answer, abandon rate and call quality. The abandonment rate should be no more than 5%. The Service Level for calls answered should be 85% within 60 seconds. The Offeror should describe their firm's average performance on response and resolution times and provide their customer service Service Level Agreements.		5		
The Commonwealth requires the Offeror to provide 24/7 IVR support and normal business hours (EST) CSR support to assist cardholders with activation, use of the card and to provide account information. All instructions must be provided in both English and Spanish.		5		
IVR will include the option of voice recognition as well as key entry for support. Instructions must be provided in both English and Spanish.		5		

Describe your abilities and plan for IVR service, including but not limited to the following: Capacity and answer speed, Menu structure, Down time messages, Live transfer-out messages. Describe how customer service is provided to other Non-English speakers. Describe TTY or other available services for telephone communication with the deaf and hard of hearing. Offeror shall provide projected servicing standards and how assessment of speed of answer, abandon rate and call quality will be evaluated. Describe initial and ongoing training programs for program administrators and staff who will assist payees with the operations of this program. Provide a "script tree" for IVR prompts to include ability to reach a customer service representative.		5		
4. Debit Cards/Mailer Requirements/ Card Design/ Ordering Timeline				
Cardholders will have ability to select their own PIN. Funds will be available immediately.		6		
Cards will be reloadable.		6		
Offeror shall mail cards the next business day and provide the cardholder with information, fees and the rules on usage of the cards.		6		
Provide the using agencies with sample materials and cardholder agreement that will be sent to the cardholders. The using-Agency will provide input on all information being sent to the cardholder and be given the opportunity to customize the information on an ongoing basis.		6		
Materials sent to the cardholder must be in English and with an informational statement in Spanish on how to access a Spanish version of the materials.		6		
The Offeror agrees to allow the Commonwealth final approval for card design.		6		
The Offeror agrees to allow the Commonwealth to provide a name for the card.		6		
The Offeror agrees to allow the Commonwealth the privilege of selecting the picture and a thorough description of the suggested standard card design(s). card.		6		
Cards should be professional looking so that cardholders will not confuse them for junk mail or solicitations.		6		

The Offeror shall outline timeframes for ordering and proofing of initial batch of cards.		6		
A preference will be given to Offeror that provide cards that are branded in such a way to make it easy for cardholders to locate financial institutions and ATMs that accept their card.		6		
Magnetic stripe and EMV cards are required to be fully compliant with all federal laws and regulations meeting industry standards for quality and implementation timelines. Electronic payment cards must be similar in design and technology to other bank-issued ATM cards.		6		
The card may initially be implemented as a magnetic card, but shall be migrated to EMV. Describe card options, timeline to EMV and migration		7		
Offeror shall develop a process for card verification for IVR transactions, which may include CVV2/CVC2 verification.		7		
The Offeror shall describe the card activation process, including cardholder identification, counterfeit prevention and fraud prevention.		7		
The Offeror agrees that there will be no minimum balance requirements for the cardholders' accounts.		7		
The Offeror will be responsible for issuance of both initial and replacement cards. Describe the process for requesting replacement cards.		7		
The Offeror will identify the method and timeframe for delivery of cards.		7		
5. Reversals/Recalls				
The Offeror agrees that the Commonwealth may initiate reversals/recalls for any credit entries made in error to the account per NACHA regulations.		7		
The Offeror agrees that funds shall be returned to the Commonwealth within three (3) to five (5) Business days.		7		
The Offeror shall have the ability to place a cancellation status on a cardholders account and/or hold against applicable funds that need to be reversed/recalled within 24 hours of receiving notification from the Commonwealth.		7		
6. Expired Cards				
The Offeror shall describe replacement procedures for expired card, and the normal replacement cycle.		7		

The Offeror shall provide a sample of materials that will be sent to cardholders regarding replacement.		7		
The Offeror shall describe the measures in place to ensure the accuracy and security of the replacement card process.		7		
The Offeror shall identify normal timeframes for the delivery of renewed cards.		7		
Describe what happens if a charge is posted to an expired card. Include samples of replacement card reports (hardcopy and available on-line) the program administrator will receive and identify the timeline for receipt.		7		
7. Cardholder Access to Information				
The Offeror shall provide a secure website for cardholders to inquire about payments, available balances, and account history. The website must meet Section 508 accessibility standards.		7		
8. ATM Access/Bank Access				
Describe how your cards perform through operating ATM networks and allow for nationwide and international ATM access and the withdrawal of cash through a normal ATM transaction.		8		
Provide the number of ATM locations by ZIP code at which cardholders will be able to conduct surcharge-free transactions. Identify which of these ATM locations are within a physical bank branch..		8		
The Offeror shall identify ATM Withdrawal limits, including maximum withdrawal amounts, increments of withdrawal amounts, and frequency of withdrawals.		8		
Describe the geographical locations of your firm at the national, regional, and local levels, as applicable, and identify all locations that will be used to support this contract and the operations handled from these locations.		8		
The Offeror shall describe their ability to provide an online real-time link to participating ATMs and participating bank teller branches for participating agencies to post on their website.		8		
Describe the ability of bank tellers from other financial institutions to accept EPC card for cash withdrawals.		8		

Describe any public awareness opportunities that may be needed for financial institutions that may be unfamiliar with EPC.		8		
9. Security/Confidentiality				
Offeror will validate user authenticity. Offeror shall never require a cardholder to provide their full SSN for routine authentication.		8		
Agency(s) will produce a file that will be FTP'd nightly. Offeror shall provide an acknowledgement file back to the Program Administrator within 24 hours.		8		
All cardholder information and cardholder account information created, as a result, of this contract must remain confidential.		8		
No data, information or distribution lists related to this contract, may be sold or otherwise distributed by the Offeror to a third party, including any divisions owned by or affiliated with the Offeror.		9		
The Offeror shall provide a list of third party vendors in this proposal and shall inform the Commonwealth when there are any additions or deletions to that list.		9		
Information disclosed by the Virginia Employment Commission (VEC) will be used for the sole purpose of providing electronic payment card services for unemployment benefits.		9		
Offeror will instruct all personnel having access to information disclosed by all Commonwealth agencies about confidentiality requirements and the penalty specified in § 60.2-114 of the Code of Virginia, whereby unlawful access or use of the information constitutes a Class 2 misdemeanor.		9		
Offeror will dispose of information disclosed by or obtained from all Commonwealth of Virginia agencies, and any copies thereof, after the purpose for which the information disclosed is served.		9		
No information shall be sent to the cardholders without prior written approval of the Program or Contract Administrator.		9		
Offeror shall detail security measures associated with the Prepaid Debit Card program, to include, but not limited to, the product or system utilized for identity management and measures in place to ensure accuracy and security of the enrollment process, such as password management, levels of authentication, and account information changes.		9		

Describe the process used to verify the identity of any person seeking to change account information.		9		
Describe the security features to activate the card.		9		
Describe the process for the cardholder to change the PIN number.		9		
Describe the security features to prevent counterfeiting the card.		9		
Describe the type and level of security required for cardholder internet access.		9		
Describe verification process for other communications such as mailings or on-line access.		9		
Describe what security measures are in place at the servicing location to ensure the security of cardholder data, and the security of telephone, fax, and e-mail communications.		9		
Describe the type and level of security required for cardholder internet access.		9		
Describe the type and level of security required for state agency access.		9		
10. Fraud Controls				
The Offeror agrees to allow cardholders 60 days to report unauthorized withdrawals.		9		
The Offeror agrees to monitor account transactions to identify any unusual spending patterns or frequencies, attempted purchases at excluded merchants, or purchases made on dates and times that are outside the normal cardholder spending patterns.		9		
The Offeror agrees to contact the cardholder when fraudulent usage is suspect.		10		
Describe procedures for contacting the various program Administrator(s) and Contract Administrator when fraudulent card usage is suspected and when the fraudulent issue is resolved.		10		
Describe the steps used by Offeror when, as a result of fraudulent activity, whether actual, suspected or potential, a new card needs to be issued.		10		
Describe the process and timeline used to notify cardholders in advance of changes in policy that will affect them and/or their account.		10		
Provide statistics, to include types, of fraud associated with the Offeror's card program.		10		
11. Breaches				

Describe the procedures and methodology in place to detect information security breaches and notify cardholders, Contract and Program Administrators in a manner that meets the requirements of the state breach-notification laws.		10		
Provide a detailed explanation of your Response Plan, to include a contact list for the Data Breach Response Team, their roles and responsibilities, timelines and checklists for notification, and the notification process(es).		10		
Notification to cardholders must include clear language and a toll free phone number for cardholder wanting additional information.		10		
The Offeror shall provide details about the type of data lost, unless prohibited by law.		10		
12. Reports				
The Offeror shall provide a list of all available reports, brief description of each report and methods and frequency of delivery available.		10		
Offeror shall provide Program Administrator(s) with management reports on cards activity, card usage, card activation aging and CSR stats in an Excel format. Sample report layouts are included. All reports shall be available online or transmitted via email to designated administrators.		10		
Offeror shall submit a quarterly report to the user agency and Treasury identifying the following: issuing agency, card identifier, cardholder last known state of residence, date of issue, date of last deposit to card, account information, date of last cardholder activity, pinned or unpinned. All reports shall be available online or transmitted via email to designated administrators. Reports should cover up to 5 years from issuance to escheatment dates.		10		
Offeror shall include samples of new card reports to the program administrator(s).		10		
Include samples of replacement card reports (hardcopy and on-line) the program administrator(s) will receive and identify the timeline for receipt.		10		

The Offeror should describe the reconciliation process necessary to operate the card program to include, but not limited to, the list of payment files received by the program with the number of payments contained and the total dollar amount and how exceptions such as rejected or unprocessed loads will be identified and handled.		10		
13. Transition/Testing/Implementation				
Discuss your approach to transitioning at the beginning of the contract, to include transition tasks and roles of program administrators, IT staff, cardholders, supervisors and management.		11		
Describe in detail your implementation plan for the entire Commonwealth of Virginia electronic payment card services program. If you have done payment card services with Treasury in the past, describe how you would implement the program as though you had not previously done the services.		11		
Provide a proposed work plan and schedule that outlines key implementation activities, their estimated duration, responsible party (e.g., contractor, subcontractor company name), and number of Offeror resources that will be assigned. Assume a contract award date of mid December 2015.		11		
Describe in detail your implementation plan for a new Commonwealth of Virginia electronic payment card services program (i.e. a new benefit or payment type). If you have done payment card services with Treasury in the past, describe how you would implement the program as though you had not previously done the services.		11		
Provide a proposed work plan and schedule that outlines key implementation activities, their estimated duration and responsible party (e.g., contractor, subcontractor company name).		11		
Provide a proposed work plan and schedule that outlines key day-to-day operations that will support the requirements of this solicitation.		11		
Describe the system testing and validation methodology. Include the scope of testing and the various components and functionality stages that will be tested. Describe how the testing will be coordinated between the using agencies and the Offeror.		11		

The Offeror must provide a test environment whereby the Using-Agency can submit account maintenance files and receive back the file with the bank information for end-to-end testing.		11		
The Offeror will provide Using-Agency with test card account numbers to enable administrator and others to thoroughly review and evaluate the Offeror's production processes (IVR, emails, website, etc.) prior to implementation.		11		
The Offeror agrees that the Contract Administrator and/or Program Administrator must approve the proposed system and each subsequent enhancement or addition, prior to implementation acceptance.		11		
Specify the responsibilities of all parties including the test data requirements that the Commonwealth must supply for successfully conducting the acceptance tests.		11		
14. Unclaimed Property				
The Vendor shall be responsible for reporting all unclaimed property in accordance with Virginia Code §§ 55-210.1-30 et al... seq. and must report all unclaimed property funds held on debit cards deemed abandoned. Service charges are not allowed on debit cards deemed abandoned. Describe what activity keeps a card active once pinned by cardholder.		12		
15. Enrollment				
The Offeror shall return one acknowledgement file for each file received to the appropriate agency confirming the accounts that were successfully created and ready to accept deposits, or provide error information from any accounts that could not be created. The Offeror will be responsible for producing and mailing the cards to customers once the enrollment data is received and accepted.		12		
The Offeror shall identify the timeframe for returning the acknowledgement file after receipt of the enrollment file.		12		
Describe your secure internet based enrollment process as well as a secure batch oriented enrollment process to accept new information on a daily basis.		12		
Describe the ability of the Offeror to process enrollment directly using a cardholder's eligibility file provided by multiple state agencies/funding sources.		12		
The Offeror agrees that the Commonwealth will determine eligibility and refer customers electronically to the Offeror to establish an EPC account.		12		

Detail the measures in place to ensure the accuracy and security of the enrollment process.		12		
Describe the process for handling unpinned cards. Identify the timeline for the return of funds back to the issuing agency. This excludes the escheatment of funds for unpinned cards to Unclaimed Property.		12		
Describe your cardholder notification process for unpinned cards. Include timeframes, contact channels and criteria for any contact lists.		12		
16. Payment Load				
The Offeror will provide for receiving payment transactions and loading card accounts in accordance with the NACHA-approved PPD format. To accommodate multiple agencies within the State, loads will be provided in one or more ACH batches for each agency. The contents of the COMPANY ENTRY DESCRIPTION field and/or the COMPANY IDENTIFICATION FIELD within the ACH Batch Header Record will be used to differentiate the agencies.		12		
The Commonwealth will use the PPD format for EPC applications and the PPD format for other EPC applications. The Offeror shall describe their ability to load individual payments to the EPC. In addition, the Offeror should describe any alternative formats or methods that they offer for the payment load.		12		
The funds availability for cardholders must match the funds availability for Commonwealth payees receiving standard ACH credit payments. Describe the timing of the receipt of the load file vs. when the funds are available to the cardholder.		13		
The Offeror shall notify the program administrators when there is a transmission failure between the Offeror and ACH. Describe the notification process to the related state agency.		13		
Agencies will require the Offeror to provide electronic acknowledgement for the number of loads and amounts received to confirm successful transmissions and meet financial controls requirements. Describe how this acknowledgment will be provided including the timeframe after receipt of the payment file and the method for providing the acknowledgement.		13		
Describe the measures in place to ensure the accuracy and security of the payment load process.		13		
Describe the ability to disburse funds from different programs onto the same card.		13		
17. New/ Replacement Card Orders				

Describe the turnaround time for rush new cards, lost/stolen and breached cards. Identify associated rush costs and your solution to using raised and flat card design to help reduce those costs, if any, in the Cost Proposal.		13		
Include samples of new card reports available to the program administrator. These reports must be available on-line.		13		
Identify the timeframe for notifying the Commonwealth when the United States Postal Service returns a card as undeliverable. The Offeror will be responsible for providing to the agency all forwarding addresses.		13		
Describe the process for providing multiple cards on an account for family members of the person named on the account.		13		
Describe the process for requesting replacement cards. Identify associated replacement card costs, if any, in the Cost Proposal.		13		
Include samples of replacement card reports available to the program administrator. These reports must be available on-line.		13		
18. Training				
The Offeror will be responsible for implementation, including development and mailing of materials and informational items to potential customers.		13		
Describe the instructional materials and cardholder agreement that will be sent to the cardholders. Materials sent to the cardholders must be in both English and Spanish. with an informational statement in Spanish on how to access a Spanish version available online. of the materials.		13		
Describe initial and on-going training programs for cardholders, program administrators, and staff who will assist payees in the enrollment processes, in the use of the EPC Card, and in accessing services provided by the state.		14		
The Offeror agrees that the State will have final approval of all instructional/training materials provided with the card.		14		

Customer Service Support should be a dedicated team and should provide 24-hour support with toll free telephone numbers and email capability to access this team. All call centers providing customer service as indicated in the RFP must be located within the geographical boundaries of the United States and its territories.		14		
19. Account Maintenance				
The Offeror shall not charge an additional fee for small dollar non-ATM transactions. There shall be no minimum dollar threshold.		14		
The Offeror agrees that there will be no minimum balance requirements for the cardholder accounts.		14		
The Offeror agrees that the cardholder may not make deposits or add value to the card.		14		
Describe Offeror's policy concerning renewing, keeping infrequently used cards active, and not going dormant.		14		
Identify the timeframe and process used to contact the cardholder if there are no transactions against the card's balance after activation.		14		
The Offeror agrees to ensure that each cardholder's account remains available for load until the Commonwealth advises that it no longer intends to make payment loads to the cardholder account, or when the cardholder cancels the card.		14		
20. Demographic Change Updates				
The Commonwealth requires that the Offeror using a batch file interface communicate any demographic changes to cardholder accounts. The Offeror will provide an electronic acknowledgement to be returned after a file is received and processed.		14		
Describe the process that cardholders will use to request a change of address upon identity verification.		14		
The Offeror shall describe methods of receiving and updating demographic changes (address, telephone number, etc.) and transferring the information between the Offeror and the Commonwealth.		14		
The Offeror agrees to notify the Commonwealth when the cardholder has requested a change of address.		14		
21. Cancelled Cards				
The Offeror agrees to provide card cancellation procedures.		14		

The Offeror agrees to notify daily the appropriate state agency via email with card cancellation information.		14		
Describe the measures in place to ensure the accuracy and security of the cancellation process, both for manual and on-line cancellations.		14		
Include samples of reports reflecting cancelled cards. All reports shall be available on-line. Define the timeline for on-line viewing.		14		
List the timelines when remittance transactions can no longer be processed against a cancelled account and cancelled accounts stop appearing on program administrator reports.		15		
Describe what happens if a charge is posted to a cancelled card.		15		
The Offeror shall provide the ability to cancel social security numbers in the Offerors vendor system altogether when there is an erroneous card created because of a typo or incorrect information sent by the Commonwealth.		15		
22. Statements				
Describe how you will provide a monthly statement for each cardholder.		15		
Provide a sample paper copy of the various statement types. Monthly statements shall be available on-line. Define the timeline for providing on-line statements.		15		
Identify the timeframe for notification of the state of monthly statements returned undeliverable by the United States Postal Service. The Offeror will be responsible for providing any forwarding addresses to the state.		15		
Describe the information that appears on each statement.		15		
23. Point of Sale Access				
The Offeror agrees that the POS operating network will query the cardholder's available balance at the time of any PIN-based and signature-based POS transaction and disallow those that would exceed the cardholder's balance.		15		
Describe the ability for a cardholder to receive cash back with a POS transaction based on either the store limit or the cash-back withdrawal limit specified in the proposal.		15		
Offeror agrees that merchants must not be able to identify with a POS transaction that source of funds originated by the EPC program.		15		

Describe the ability to restrict where and how the card may be used to make payments. For example, can the card be used to set up automatic car payments or for pay-at-the-pump fuel transactions?		15		
24. Interoperability Security Agreement				
Protect data in accordance with Bank Secrecy Act.		15		
Protect data in accordance with Privacy Act of 1974 as amended.		15		
Protect the information in accordance with International Standard for security management, ISO 270000.		15		
The Offeror will stipulate to all parties that are granted access to the subject information be bound by this agreement. The Offeror will obtain approval of the Data Owner prior to sharing the information.		15		
To inform each other, in a timely and deliberate manner, of any security breaches to their respective IT systems which contain the data shared by this agreement.		16		
Allow the Treasury and using agencies to participate in the investigation of incidents and exercise control over decisions regarding external reporting.		16		
Protect information disclosed by the Virginia Employment Commission in compliance with the provisions of 20 CFR § 603.9 that establish safeguards and security requirements to protect unemployment compensation information against unauthorized access or disclosure.		16		
25. Single Load Cards				
Please provide your description and comments regarding the ability to provide a single load card program.		16		
26. Electronic Pay Card Program Enhancements and Innovative Solutions				
The offeror may provide any enhancement/innovative concepts that may meet the current or future needs of this program.		16		

Appendix F
State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The offeror:

☐ is a corporation or other business entity with the following SCC identification number: _____

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐