

NCS EBT Procurement Final Questions and Answers

Question #	RFP Section Number	RFP Section Name	RFP Page Number	Question	Answer
1	1.1	Overview (PARA: Table)	18	The current MA EBT contract expires on August 31, 2014, not July 31, 2014. Would the NCS and the Commonwealth please confirm the contract end date?	The contract expiration date for the current contract is August 31, 2014. - MA
2	2.2			Can the coalition also provide the background and reasons that prompted the requirement change for Section 2.2 regarding the single processor amendment?	The initial recommendation to include this language in the RFP was provided by USDA-FNS. NCS reviewed this requirement and elected to remove the language to promote bidder competition. USDA-FNS agreed to the NCS removal of this sentence.
3	2.4	Timeline	26	Paragraph 2.4, Timeline, of the RFP states that the due date for questions from vendors is November 23, 2013. However Paragraph 2.6, Questions Regarding This Procurement states questions from vendors are due November 9, 2013. Due to the length of the RFP and all its appendices, please confirm that the correct due date for submission of questions is November 23, 2013.	RFP Sections 2.6 and 13.1 have been amended. Please refer to the Bidders Note link on the New York State web site. NY
4	2.4	Letter of Intent Submission		No bidder question, NCS decision to extend LOI due date in the interest of maximizing competition.	The due date for Letters of Intent was extended and approved by the NCS to 01/30/13.
5	13.1	Proposal Submission (PARA: 3);		Are vendors permitted to give samples/reports/signed letters and forms in PDF format if that is their native file format?	No. Section 13.1 is clear that hardcopy proposals are to be submitted in Microsoft/Word/Excel/Project format.
6	5.4		128	What is the anticipated contract period for this Child Support SDU option?	As stated in the RFP: State specific contract start dates, base contract periods and optional extension periods for each State under this procurement will be determined during individual State contract negotiations
7	5.4		128	Please clarify the contract effective date for the Child Support SDU option?	July 1, 2015.
8	5.4		128	Will DCSS produce and provide a validation file (i.e. file that contains data elements related to all support cases) on a periodic basis?	Yes, this is currently done weekly.

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9	5.4		128	What is the current monthly invoice total for the Child Support SDU (averaged for the most recent six month timeframe)?	\$78,400.00
10	5.4		128	Please provide the current organizational chart for the current Child Support SDU with position titles and FTE per position.	This information is unavailable.
11	5.4		128	What is the physical address of the current Child Support SDU?	50 Bridge Street, Manchester NH 03101
12	5.4		128	What is the square footage of the current office?	This information is unavailable. There is rented space in Manchester NH but there are also staff that assist in the SDU that work remotely.
13	5.4		128	Are support payments currently processed on Saturdays?	Yes
14	5.4		128	Please provide statistics related to the number of correspondence items received and clarify the vendor's requirements for handling these correspondence items.	This averages around 20 pieces of correspondence daily. All correspondence is forwarded to Child Support Finance daily.
15	5.4		128	Will any data migration (data and/or images) from the current vendor be required?	Yes, 7 years of financial data is required.
16	5.4	Electronic Funds Transfer (EFT) Child Support Payments, New Hampshire State Specific Option (PARA: N/A)	128	Are other States considering participation the SDU option in the next 18 months?	Currently only NH is considering this option but other NCS participants reserve this option for the life of the contract.
17	6	Settlement and Reconciliation (PARA: N/A)	142	In an average month, how many ACH origination transactions are generated by the two host processors to settle transaction activity?	Settlement is performed daily by the current vendor. The average number of ACH origination transactions depends on the number of NCS-wide TPP's, ATM networks and directly connected or EBT-only retailers. This is a one to one ratio for EBT retailers, the TPP's and ATM Networks through the existing ACH infrastructure.

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18	8		172	<p>Can each WIC Agency provide the following information?</p> <ul style="list-style-type: none"> • Participant and family volumes • List of their approved WIC vendors and/or volumes • Number of WIC approved vendors that are also approved SNAP retailers • Number of the combined WIC / SNAP vendors that currently have SNAP EBT-only POS terminals 	<p>New Hampshire can report based on September 2012 data, Families = 10,412 and Clients = 16,080, Number of WIC approved vendors = 224, Number of WIC approved vendors that are also approved SNAP retailers.</p> <p>Rhode Island can report, Participants & Family Volume: 24,110 participants and 17,000 families. List of Approved WIC Vendors and/or volumes: 225 WIC approved vendors. Number of WIC approved vendors that are also approved SNAP retailers: 225 (All WIC Vendors are required to be SNAP approved) Number of the combined WIC / SNAP vendors that currently have SNAP EBT-only POS terminals: All 225 WIC vendors have SNAP EBT terminals.</p> <p>Connecticut can report, Participants - 57,365, Families - 39,000, Annual volume - \$44,529,059, Retailers - 629 non farm, SNAP/WIC retailers - 599, nonSNAP/WIC only - 30, Integrated cash registers - 312 (approx.), and stand beside only devices for SNAP - 317 (approx.). Other NCS members are continuing to gather the details.</p> <p>For MA</p> <ul style="list-style-type: none"> • 132,000 participants and approximately 80,000 households • 1,013 WIC vendors • 959 WIC approved vendors that are also approved SNAP vendors • Approximately 373 combined WIC/SNAP vendors with EBT-only terminals <p>For VT</p> <p>Active caseload is 15,287 individuals and 10,000 households. Annual unduplicated number of individuals is 23,000 while unduplicated households remains at 10,000. // WIC vendors = 130 - For a list see: http://healthvermont.gov/wic/food-feeding/wic-foods/authorized-grocers.aspx // All WIC vendors are SNAP vendors. // Five vendors state that they have SNAP EBT-only POS terminals.</p> <p>For NY - 515,920 participants, approximately 368,500 households. 4,268 WIC vendors (all WIC vendors are required to be SNAP approved).</p>
19	8.21	Cardholder and Food Retail Vendor Web Portals (PARA: 2)	184	<p>Do any of the NCS states support the bill payment function through the cardholder portal? If so what is the total monthly volume and dollar amount of these transactions and how many merchants are participating in the bill payment program?</p>	<p>NH does not provide this currently since NH WIC is paper voucher based.</p> <p>RI does not utilize this function.</p> <p>CT - no</p> <p>MA does not have the cardholder portal functionality.</p> <p>VT does not support this at this time.</p> <p>NY - Not supported</p>

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20	8.21	Cardholder and Food Retail Vendor Web Portals (PARA: 2);	184	Are each State's NCS cardholders able to select new PINs from their respective cardholder Web portals?	<p>NH does not provide this currently since NH WIC is paper voucher based.</p> <p>At the Current time Rhode Island is not utilizing the Web Portal functionality for PINNING purposes, but the SA is in the process of transitioning to this functionality</p> <p>CT - yes</p> <p>Massachusetts does not have the cardholder portal functionality.</p> <p>VT - only PIN changes are allowed through the Web Portal.</p> <p>NY – Yes, PIN selection is supported. The cardholder is required to enter the previous PIN in order to select a new PIN.</p> <p>RI - At the Current time Rhode Island is not utilizing the Web Portal functionality for PINNING purposes, but the SA is in the process of transitioning to this functionality</p>
21	8.8		176	This section references OTC card issuance requirements that are to be found in Section 4.9, however the RFP doesn't contain a section 4.9. Can the NCS confirm this requirement should reference Section 4.5.8, Over-the-Counter (OTC) Cards?	Confirmed the section that should be cited is 4.5
22	10	Cash Access Services – Core Requirements (PARA: #14);	224	Would the NCS please provide a copy of the current Cash Access Plan?	There is no cumulative NCS plan to provide. Please refer to each State Appendix and Section 10 of the RFP for additional details describing the cash access requirements.

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23	10.1	Cash Access Services – Core Optional Requirements (PARA: All);	225	<p>Perspective bidders are required to provide the number of ATM, POS, POB, and EBT-only locations per Zip code. Without a current Cash Access Plan, bidders have no way to know the number of locations per Zip code. Would the NCS provide this information or remove the requirement?</p>	<p>The NCS State Appendix documents provide zip code and volume data to comply with the cash access requirements. For example, New York describes in the State Appendix the requirements for Adequate Cash Access and Appendix 4A contains the details to propose the number of ATM, POB and POS locations by zip code to comply with this requirement. Each NCS member will evaluate responses to their State Appendix requirements, and the responses will be evaluated as pass/fail. CT's data has been attached (was omitted in error).</p>
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24	12		264-277	<p>There are a number of performance standards in this section with a benchmark/threshold of 100%. For example:</p> <ul style="list-style-type: none"> - 4a., 4b., 4c. each require 100% performance standards for data file transmissions, data file transmission accuracy, and file accuracy. - 5f requires 100% accuracy on PIN mailer accuracy. - 10c requires 100% of CSR calls to be answered within 2 minutes. - Massachusetts requires 100% of ATM transactions to be blocked correctly as required. <p>In each of these situations, regardless of the large volumes of services performed correctly, the Contractor would be considered deficient for even a single variation using the 100% standard. For example, if only one incorrect PIN mailer is sent or one CSR call is answered after 2 minutes and one second the contractor would be considered to have a service failure potentially subject to penalty. While all computer systems are geared to zero fault tolerance, industry standards, including FNS regulations generally adopt a more tolerant approach, within the 99.0 to 99.9% range. JPMorgan respectfully requests that the NCS consider reducing the 100% performance standard to a value within the 99% range, or consider establishing a tolerance range for the assessment of penalties?</p>	<p>For several of the performance standards with a benchmark/threshold of 100% including 4a, 4b and 5f, the penalty is calculated “for each whole % point below the standard” or “for each whole % point above the standard” therefore although the benchmark/threshold is 100%, a performance deficiency of less than 1% (eg. 99.1%) will not be assessed a penalty.</p> <p>In addition, the NCS has reviewed the performance standard in section 10c describing the Call Selection Wait Period for Cardholder and Retailer calls answered by a live operator within the 2 minute threshold. The 100% Benchmark/Threshold Measurement and Frequency will be amended to 99.8%. The liquidated Damages/Calculations in 10c will remain as described in the RFP.</p> <p>Massachusetts has amended the performance standard for ATM blocking from 100% to 99.8%. See Appendix 2 amended January 4, 2013</p>
25	12	Performance Standards, (par ALL)	292-308	<p>The NCS did not specify where, or if, the Contractor should present a response to RFP Section 12, Performance Standards and its subsections. If we are required to respond to this requirement, would the NCS clarify where vendors should respond to each performance standard within our proposal?</p>	<p>As stated in Section 12 of the RFP, "The contractor must adhere to the performance standards as set forth in this RFP and in the requirements of this document." In accordance with this requirement, Offerors must comply with the standards so a response to this section is not required. In addition, Please see Section 12 of the amended RFP for changes to these and other performance standards.</p>

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26	12.3	Performance Standard Reporting - Core Reports/Files/Inquiries (PARA: 2d. EBT Cardholder Web or IVR Transactions;	265-266	Please confirm that the standard associated with this requirement is based on portal and system host response time and not on Internet availability, which can vary greatly.	Confirmed. The Standard Level of Service (SLA) will be measured against portal and host system response. The internet response/availability will not be considered as a standard of measure as this is beyond the control of the system host.
27	12.3	Performance Standard Reporting - Core Reports/Files/Inquiries PARA: 3b. Inaccurate EBT Transactions processed via the IVR or Client Web Portal;	267	Please provide a specific list of transactions that apply to this standard	Transaction records that do not report accurate information such as the transaction requested and completed amounts, account balance, time and date including the EBT card number, etc., are considered an error and subject to the performance standard.
28	12.3	Performance Standard Reporting - Core Reports/Files/Inquiries PARA: 5a. Mailed Card Turn Around Time	269	Would the NCS change the requirement to three business days?	No this is a Federal requirement.
29	12.3	Performance Standard Reporting - Core Reports/Files/Inquiries PARA: 5d. Card Standards:	269	Would the NCS clarify "ISO standards?"	The ISO standards are defined in RFP Section 4.4.1.4, Magnetic Stripe Track 2 Format.

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30	12.3	Performance Standard Reporting - Core Reports/Files/Inquiries PARA: 5c. Bulk Shipment Card Turnaround Time;	269	Once bulk shipments leave the card vendor facility they are shipped to the state using a secure delivery service. Contractors will have little or no control over the delivery of cards once they leave the facility and cannot guarantee that the secure shipping service used will deliver. As such, would the NCS consider modifying the standard to reflect that card shipment requirements are to be met within the timeframes specified barring failure by the secure shipping service to deliver in accordance with the requested timeframe?	Please reference section 4.5 of the RFP.
31	12.3	Performance Standard Reporting - Core Reports/Files/Inquiries PARA: 10c. Call Selection Wait Period	273	The standard of 100% CSR calls answered within two minutes is virtually impossible for a call center to meet. While all contractors strive to meet performance standards, the requirement does not permit one call to exceed the performance requirement. Will the NCS consider modifying the performance requirement to 99.8% of calls as per the industry standard?	NCS has reviewed the performance standard in section 10c describing the Call Selection Wait Period for Cardholder and Retailer calls answered by a live operator within the 2 minute threshold. The 100% Benchmark/Threshold Measurement and Frequency will be amended to 99.8%. The liquidated Damages/Calculations in 10c will remain as described in the RFP.
32	12.3	Performance Standard Reporting - Core Reports/Files/Inquiries PARA: 11. Incident, Problem, Change and Release Management	275-277	No section within the required response area specifically calls out these Performance Standards. Most sections have a Performance Requirement subsection. Would the NCS please instruct vendors where the response to Incident, Problem, Change, and Release Management performance standards should go?	As stated in Section 12 of the RFP, "The contractor must adhere to the performance standards as set forth in this RFP and in the requirements of this document." In accordance with this requirement, Offerors must comply with the standards so a response to this section is not required. In addition, Please see Section 12 of the amended RFP for changes to these and other performance standards. However, if you are referring to the plans required by Section 11 then they should be included in the technical proposal under the applicable Section 11 tab (e.g. 11.2 NCS Project Work Plan).

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33	12.3	Performance Standard Reporting - Core Reports/Files/Inquiries PARA: 11.a. Problem Management: Problem	275	Would the NCS define "immediate" for this standard? Industry standards usually use a severity level definition for notification. Please provide a matrix that identifies severity levels, timeframes for notification, and method of notification.	"Immediate" is as soon as it is known to the Contractor that an incident or problem exists. In accordance with Section 11.7.2 Incident and Problem Management of the RFP the bidder is instructed to "propose formal processes that address incident and problem management in the operations phase of the EBT system".
34	12.3	Performance Standard Reporting - Core Reports/Files/Inquiries PARA: 11.k. Change Management: % of Backed Out	276	In the event of a system issue that results in change that was not approved in advance, for example an overnight issue that requires an emergency change to resolve the situation immediately notification and approval of the change during overnight hours may not be possible. Would the NCS make an exception to this standard in the case of emergency change situations where failure to approve could delay the correction of a system issue?	If the underlying cause of the problem results from a force majeure situation or is the CSA's responsibility then the contractor is exempted; if the cause is within the contractor's control then there is no exemption.
35	12.3	Performance Standard Reporting - Core Reports/Files/Inquiries PARA: 11.k. Change Management: % of Backed Out Changes;		Would the NCS modify the performance standard so that only backed-out changes that cause additional downtime are subject to this standard?	No
36	12.3	Performance Standard Reporting - Core Reports/Files/Inquiries PARA: 13. Adjustment Processing;		No section within the required response area specifically calls out these Performance Standards. Most sections have a Performance Requirement subsection. Would the NCS please instruct vendors where the response to Adjustment Processing performance standards should go?	As stated in Section 12 of the RFP, "The contractor must adhere to the performance standards as set forth in this RFP and in the requirements of this document." In accordance with this requirement, Offerors must comply with the standards so a response to this section is not required. In addition, Please see Section 12 of the amended RFP for changes to these and other Performance Standards.

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37	13.1	Proposal Submission	279	<p>This section explains that 20 hardcopies of the proposals and 20 electronic copies on CD are required to be submitted. It further explains that the Administrative, Technical and Financial proposals are to be bound separately.</p> <p>Will the NCS accept a total of 20 CDs with each one containing electronic versions of the Administrative, Technical and Financial proposals or are 20 CDs of each type of proposal (for a total of 60 CDs) required?</p>	In accordance with Section 13.1 of the RFP, the NCS will accept 20 separate CDs of the Administrative Proposal, 20 separate CDs of the Technical Proposal and 20 separate CDs of the Financial Proposal for a total of 60 CDs.
38	13.1	Proposal Submission	279	Will the NCS accept an electronic copy of each the Administrative, Technical and Financial proposals required on CD to be submitted in PDF format rather than Microsoft Word?	NO
39	13.2	Table of Contents (PARA: All);		The RFP states, "each sub-section must be identified with index tabs." Given the amount of tabs each numbered sub-section would require, is it permissible for the vendor to tab only for the main proposal sections as opposed to each numbered sub-section?	Bidders may choose to apply index tabs only to the first and second level titles e.g., Section 7 Disaster Preparation and Contingency Planning and 7.1 Disaster Preparation and Contingency Planning – Core Requirements and not to third or higher level titles e.g. 7.1.1 Business Continuation and Recovery Plan and 7.1.1.1 Contractor Systems.
40	13.2	Table of Contents (PARA: All);		<p>The RFP states, "Each section of the proposal must be arranged in the same sequential numbering order as numbered in the RFP."</p> <p>Would OTDA please clarify that it is permissible for vendors to number proposal sections sequentially, in the same order as the RFP, but not the exact same numbering scheme? For example, for the Administrative Section, is it permissible that the vendor begin our volume numbering at 1 versus 13.3?</p>	No

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41	13.3		280	The RFP indicates that Section 2 contains additional requirements that are to be included in the Administrative Section. However, it appears that Section 2 includes only instructions and procurement information. Can the NCS clarify which specific paragraphs in Section 2 require Offerors to provide a response?	Section 2.7.1 of the RFP states, "Each of the three sections must include a signature page signed by an official who is authorized to bind the Offeror to its provisions." <ul style="list-style-type: none"> • Financial • Administrative • Technical Section 2.12 of the RFP states, "Offeror's proposals must include a statement as to the period during which the provisions of the proposals will remain valid. The minimum requirement is 270 days from the date proposals were due as specified in this RFP."
42	13.4		284-285	The instructions for the Technical Proposal indicate that responses to RFP Sections 3 through 11 are to be included in Offeror's technical responses. However, it isn't clear where Offerors are to respond to the performance standards requirements contained in Section 12. Does the NCS intend for Offerors to add a separate section to respond to Section 12's requirements or are these requirements to be addressed throughout the proposal in each requirement section referencing specific performance standards?	As stated in Section 12 of the RFP, "The contractor must adhere to the performance standards as set forth in this RFP and in the requirements of this document." In accordance with this requirement, Offerors must comply with the standards so a response to this section is not required. In addition, Please see Section 12 of the amended RFP for changes to these and other Performance Standards.
43	14.11		318	The pricing table in Section 14.11, NCS Additional Pricing, includes references to Schedules 14.6.2, 14.6.3, and 14.6.5 however these schedules were not included in Section 14. Can the NCS please clarify the references to these schedules?	This pricing schedule has been amended to reflect the correct references. Refer to the Amended RFP.
44	14.4	Letter of Credit or Performance Bond Pricing (PARA: Table)		Would the NCS consider lowering the amount of each performance bonds and letter of credit?	No.

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45	14.4	Letter of Credit or Performance Bond Pricing (PARA: Table)		Would the NCS add the following to this clause, "Such performance and/or payment bonds may be issued on an annually renewable basis on annually renewable bond forms to be provided by Contractor's Surety Bond Broker."	Yes, the NCS will amend the language in section 14.4 and Article 3C.
46	14.4	Letter of Credit or Performance Bond Pricing (PARA: Table);		Would the NCS add a step down provision such that the amount of the surety decreases over the life of the Contract as the risk correspondingly decreases?	No
47	Appendix 1	2 Procurement Information (PARA: 2);	3	Would the NCS consider lowering the amount of each performance bonds and letter of credit?	No
48	4.1.3 4.2.2.1	Hardware and Database Platform(s) (PARA: N/A); Network Communications Facilities (PARA: N/A)	53 54	RFP numbering goes from 4.2.1.1.1 to 4.2.2.1. If there is a section 4.2.2, would the NCS please provide the requirement? If 4.2.2 does not have a requirement, should vendors retain the same numbering scheme as the RFP?	There is no section 4.2.2. Bidders should retain the same numbering scheme provided.
49	4.5.8 14.10.7		87 312	In this section, Over-the-Counter (OTC) cards, several scenarios are identified, as itemized in pricing table 14.10.7. For Scenario #2 Contractor Provides Issuance Location, Equipment, Software and Staff, the pricing table appears to require the contractor to include the cost of an undefined number of staff and equipment in the startup cost or cost per card. Please provide detail regarding the number of staff and equipment requested per location per state, so that this item may be accurately priced.	Section 14.10.7 describes a pricing chart and 4 scenarios to support OTC card issuance. RFP Section 4.5.8 describes the requirement for OTC card production and the options required by the CSA. The detail regarding staff and equipment cannot be defined by the NCS. To the best of their ability the Offeror will be expected to propose pricing as requested in Section 14.10.7.
50	4.5.8 14.10.7		87 312	Please define the requirement for Scenario #3 State Provides Issuance Location & Staff, Contractor Provides Equipment & Software. Does this item include equipment, and if so, how many and what model?	The type and model of equipment is described in Section 14..10.7. To the best of their ability the Offeror will be expected to propose pricing as requested in Section 14.10.7.

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51	4.5.8 14.10.7		87 312	Please define the term "Internal and External Network Capabilities".	The bidders proposal may include any networking required for the vendor to communicate with State systems. Refer to individual State appendices for additional information.
52	11.2 Appendix 10	2 State Project Work Plan (PARA: 2); p. 228 Design Phase (PARA: Line 3)	228 1	There appears to be a discrepancy regarding the due date for <u>State specific Project Work Plans</u> . RFP section 11.2.2 states: " <i>A final plan for each individual state must be approved by the State 90 calendar days prior to the State's conversion date.</i> " Appendix 10 states that the final State plan is due: " <i>90 Days after each state's contract start date</i> ". Would the Commonwealth please clarify?	There is no discrepancy. The requirement in 11.2.2 simply clarifies that each NCS member must approve their individual State work plan 90-days prior to their conversion date to allow the State and the vendor sufficient time to modify/complete the tasks described in the plan. The Appendix 10 deliverable stands as required.
53	11.5.1	Transition/Conversion Plan (PARA: 1);	241	RFP asks for an NCS-wide transition plan as part of the technical proposal and adds that "for each State, the Offeror must submit a draft transition/conversion plan in the Technical Section of the proposal." Would the NCS confirm if bidders need to provide a Transition/Conversion Plan for each NCS State or would one overall plan be sufficient?	The bidders are required to submit an overall NCS transition/conversion plan as well as individual State transition/conversion plans. Transition and Conversion schedules may differ for each NCS member across the region.
54	11.7.2.1	Incident and Problem Management Plan (PARA: All);	252	The NCS requires that matters be resolved "through a formal written process that is included in the Offeror's proposed Incident and Problem Management Plan." This plan is not listed as a NCS deliverable. Is submission required as part of the proposal or within the standard timeframe of 30 days after contract start date?	The NCS RFP Section 11.7.2 and 11.7.2.1 provide the requirements for Offerors to propose a formal process that addresses incident and problem management to be submitted as part of the technical proposal. The NCS RFP Section 11.7.2.1 and Appendix 10 will be amended to include an Incident and Problem Reporting Management Plan deliverable due 30 days after each state's contract start date and a final plan due 90 days after each state's successful conversion.

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55	11.8.1 ; Appendix 10	Change and Release Management Plan (PARA: 2); p. 255 Appendix 10 Transition/Conversion & Operation Phase (PARA: Line 16)	255 1	There appears to be a discrepancy regarding the due date for <u>Change and Release Management Plan</u> . RFP section 11.8.1 states: "A final plan [must be approved by the State] 90 calendar days <u>after each CSA's contract start date</u> ." Appendix 10 states that the final State plan is due: "90 Days after each state's successful conversion". Would the Commonwealth please clarify?	Section 11.8.1 has been amended to reflect that the final change and release management plan will be due 90 days after each state's successful conversion in accordance with Appendix 10, item #54.
56	11.9.3	Conforming Changes (PARA: 1)	257	Would the NCS add a clarification to this section that a conforming change will be at no cost to the CSA if the change is required for changes in federal laws, policy, program, regulation or Quest Operating Rules that were in effect at the time of contract execution?	No
57	11.9.4	Enhancing Changes (PARA: 2)	258	Would the NCS add a provision that if the change increases the scope, it will be considered an Enhancing Change?	No
58	12.3 p. 270	Performance Standard Reporting - Core Reports/Files/Inquiries PARA: 5f. PIN Mailer Accuracy:	270	The penalty is very steep. Would the NCS reduce the penalty to \$1,000?	Yes
59	12.3 Item 3		266	Performance Standard #3 identifies Inaccurate EBT Financial Transactions to include incorrect debits and credits, including adjustments and reversals. As the majority of adjustments and reversals are made as part of established procedures to correct differences between third party processors and retailer endpoints, the contractor should not be penalized for accepting these transactions. We respectfully request that adjustments and reversals be removed from this standard.	Agree. The performance standard, item #3, will be amended to strike out inaccurate transactions resulting from "adjustments and reversals" based on operating rule procedures transaction corrections established for third party processors and EBT retailer acquirers.

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60	13.3.8	Required Bid Forms (PARA: bullet 12);		The Contractor Disclosure of Contracts Form is not included in Appendix 14. Would the NCS please provide this form?	This reference in Section 13.3.8 is being removed from the RFP as the required form is already referenced and supplied to bidders as Appendix 14-7 Procurement Lobbying Act Forms.
61	13.4.5-13.4.7		286-288	Can the NCS clarify where Offerors are to include their response to these sections in their technical proposals?	The response should be provided in the Offeror's technical proposal and any related pricing responses should be included in the Offeror's financial proposal using the section 14 pricing schedules.
62	14.10.3		304-308	Where would the NCS prefer Offerors include pricing for any additional optional items they wish to propose?	Additional pricing should be included in the Offeror's financial proposal using the section 14 pricing schedules to the degree feasible; if new forms need to be created, the offeror is authorized to do so.
63	2.2, Issuing Agency, Page 23 of 321			The RFP states, "The selected contractor must be supported by a single processor for the entire NCS." Under the current contract, host processing is presently subcontracted by the prime vendor to another vendor in the States of New Hampshire, Rhode Island, and Vermont. Would this arrangement no longer be considered acceptable under the terms of this procurement?	RFP Section 2.2, Issuing Agency, has been amended to remove "The selected contractor must be supported by a single processor for the entire NCS".
64	2.4 Timetable, Page 24 of 321 13.1	Timeline Proposal Submission	24	Given the magnitude of the NCS RFP, including a separate proposal for the Commonwealth of Massachusetts, and the fact that the State of Indiana released an RFP on November 1 st for both EBT and child care time and attendance services, we respectfully request an extension of the NCS proposal due date to February 19, 2013.	The RFP was amended to extend the proposal date to February 1, 2013.
65	2.4 13.1	Timeline Proposal Submission	26	Paragraph 2.4, Timeline, of the RFP states that the due date for proposals is January 18, 2013. However, Paragraph 13.1, Proposal Submission, states that the RFP is due February 1, 2013. Due to the length and complexity of the RFP and the time needed for vendors to compile comprehensive responses, please confirm that the due date is February 1, 2013.	The RFP was amended to extend the proposal date to February 1, 2013.

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66	2.4 13.1	Timeline Proposal Submission		<p>OFFICIAL Question: Section 2.4, Timeline, page 26 of 321, states that questions are due November 23, 2012. Section 2.6, Questions Regarding this Procurement, page 28 of 321, states that questions are due November 9, 2012. Would you please clarify? Further, Section 2.4, Timeline, page 26 of 321, states that responses are due January 18, 2013. Section 13.1, Proposal Submission, page 279 of 321, states that responses are due February 1, 2013. Would you please clarify?</p>	<p>"RFP Sections 2.4, 2.6 and 13.1 of the NCS EBT RFP contain conflicting information with regard to the due date for Offeror questions and Proposal Submissions have been corrected. All bidders were notified on November 9, 2012 containing the corrected dates described in the Timeline and the RFP.</p>
67	2.4 2.5	Letter of Intent Submission		<p>No bidder question, discrepancy in Letter of Intent (LOI) language. Section 2.4 stated bidders "must" submit an LOI by COB 11/16/12. Section 2.5 stated bidders "should" submit an LOI.</p>	<p>The submission date for Letters of Intent was extended to January 30, 2013.</p>
68	2.4 2.6	Timeline Questions	26	<p>Section 2.4 Timetable, Section 2.6 Questions: Please clarify the correct date for question submission (November 9th vs. November 23rd).</p>	<p>See the answer to question #66.</p>
69	2.4 2.6 13.1	Timeline Proposal Submission Questions	26 28	<p>Section 2.4, Timeline, page 26 of 321, states that questions are due November 23, 2012. Section 2.6, Questions Regarding this Procurement, page 28 of 321, states that questions are due November 9, 2012. Would you please clarify? Further, Section 2.4, Timeline, page 26 of 321, states that responses are due January 18, 2013. Section 13.1, Proposal Submission, page 279 of 321, states that responses are due February 1, 2013. Would you please clarify?</p>	<p>See the answer to question #66.</p>
70	2.9.1	Intellectual Property and Public Information (PARA: 1)	29	<p>Would the NCS confirm that the use of Contractor proprietary software will be for the term of the Agreement only?</p>	<p>The NCS confirms that proprietary software will be for the term of the agreement.</p>
71	3.1 3.1.2	Contractor/Subcon	38 39	<p>RFP numbering goes from 3.1 to 3.1.2. If there is a section 3.1.1, would the NCS please provide the requirement? If 3.1.1 is missing, should Vendors retain the same numbering scheme as the RFP?</p>	<p>There is no Section 3.1.1 . Section 3.1 introduces the bidder to the required contractor and subcontractor qualifications. Section 3.1.2 - 3.1.3 describes the requirements for the Prime and Sub Contractor qualifications. Please retain the RFP numbering scheme.</p>

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72	3.2.2, Proposed Key Personnel, Page 42 of 321	Key Personnel	42	The RFP lists a Conversion Coordinator/Manager as "key" personnel. For the other key positions, requirements are included with the title. Are there minimum requirements for the position of Conversion Coordinator/Manager?	Section 3.2.2 (Proposed Key Personnel) is being amended to include minimum requirements for the position of Conversion Coordinator/Manager. Please reference the "Working Draft" RFP published on the OTDA Procurement site.
73	4.1.3		50	There appears to be text missing from the end of this requirement. Would the NCS please provide so we can ensure a complete response?	The end of the requirement in Section 4.1.3 will be amended as follows: "The contractor will be responsible for the following errors described in Sections 4.14 and 4.15 of the RFP".
74	4.2.2.1.1	Batch and Online (54	What is each State's report transmission method, i.e.; FTP, SFTP, or Connect:Direct?	Refer to each individual State appendix for the transmission methods.
75	4.2.3.4	ATM Usage Transaction Fees (PARA: All)	70-71	Would the NCS provide the number of ATM fees charged to cardholders?	To the degree this information is available, it is available in the State appendices.
76	4.2.4 4.1.15	Core Reports/Files/Inq uiries (PARA: 1)	71 100	Both Section 4.2.4 and 5.1.15 reference RFP Appendix 15. Are bidders to provide their response in 4.2.4 or 5.1.15?	Both
77	4.3.1.4	Batch Processing (PARA: 4, bulleted list)	74	Would the NCS provide all types of repayment transactions performed by State and indicate whether they are though batch and/or Web browser.	NH uses a combination of the two RI uses a combination of the two. NY uses a combination of the two. CT uses a combination of the two. MA - SNAP and cash repayments by web browser and SNAP and cash cancellations by batch or web browser. VT uses a combination of the two.

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78	4.3.1.4	Batch Processing (PARA: 4, bulleted list)	74	Would the NCS provide the type of repayments transaction performed by each state i.e. account repayment, benefit level repayment or combination of the two?	<p>NH - NH performs benefit level repayment via batch, and in real-time on the Admin system.</p> <p>RI - Batch and Real Time</p> <p>NY - could be either account level, or benefit level.</p> <p>MA - account level repayment</p> <p>VT - could either be account level or benefit level.</p> <p>CT - could be either account level, or benefit level.</p>
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79	4.3.1.8	Benefit Availability (PARA: All)	75	Would each CSA provide the current SNAP and TANF benefit distribution schedule/algorithm?	<p>Please reference NH State Appendix 4.3.1.8 for NH benefit schedule.</p> <p>Rhode Island - 1st & 16th of the month New Client benefits are distributed on a daily basis</p> <p>CT - monthly benefits are available on the 1st, 2nd or 3rd of every month, depending on the first letter of the cardholder's last name. A - F on the 1st, G - N on the 2nd, and O - Z on the third. Supplemental benefits are issued daily, and are generally made available right away (after the file is processed).</p> <p>MA - zeros "0s" on the 1st & 16th; "1s" on 2nd & 17th; "2s" on the 4th & 19th; "3s" on the 5th & 20th; "4s" on the 7th & 22nd; "5s" on the 8th & 23rd; "6s" on the 10th & 25th; "7s" on the 11th & 26th; "8s" on the 13th & 28th and "9s" on the 14th & 29th.</p> <p>See VT State Appendix (Appendix 6) Section A.4.2.6 - Benefit Availability</p> <p>NY - Benefits are generally made available based on the last digit of the client's case number. For all counties, except the 5 boroughs of NYC (aka Upstate NY): Case number ends in: 0 or 1 = benefits available on the 1st of the month Case number ends in: 2 = benefits available on the 2nd of the month Case number ends in: 3 = benefits available on the 3rd of the month Case number ends in: 4 = benefits available on the 4th of the month Case number ends in: 5 = benefits available on the 5th of the month Case number ends in: 6 = benefits available on the 6th of the month Case number ends in: 7 = benefits available on the 7th of the month Case number ends in: 8 = benefits available on the 8th of the month Case number ends in: 9 = benefits available on the 9th of the month</p> <p>For NYC cases, benefit postings are spread out over 10 different days that are not Sundays or holidays, during the first two weeks of each month. The actual dates change from one month to the next, so NYC publishes a six-month schedule showing the exact availability dates. Visit http://www.fns.usda.gov/snap/ebt/issuance-map.htm to see the current schedule. This is also based on the last digit of the Case Number. Find the digit in the first column of the schedule. That row</p>
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80	5.1.14	Access to Archive Information (PARA: All)	100	Would the NCS describe the current process utilized to archive data by State? Under what circumstances does each State access data that exceeds three years? Does each State's data warehouse currently support access to archive data?	<p>NH and VT currently have access to five years of EBT data with their current EBT vendor.</p> <p>RI and CT - we do not archive data at the state level. We currently utilize the existing contractor's data warehouse, or rely on the contractor for the data.</p> <p>MA - EBT activity received in the daily activity file is stored in the agency's data warehouse. Data exceeding 3 years is regularly used for investigative purposes.</p> <p>NY - data is archived for a rolling 10 year period on an in-house database. We also utilize the existing contractor's data warehouse.</p>
81	5.1.3		94	This requirement states that the administrative transaction set must include benefit status changes. Can the NCS define what a "benefit status change" is and provide an example of when the status of a benefit would be changed?	<p>A "benefit status change" occurs when a posted benefit becomes available e.g. a benefit is posted on 11/1/12 with an availability date of 11/5/12 at 6:00 a.m. How will the administrative terminal display that the benefit is available vs. posted? These controls will be discussed with each NCS member during detail design.</p>
82	5.1.3	Functionality	94	Would the NCS please detail the requirement for the Retailer Search function by store address and does the NCS employ this function today?	<p>NH - This functionality is not currently available to NH</p> <p>RI - It is not available at the current time, but is has been a requested report.</p> <p>CT - does not employ this function currently.</p> <p>MA does not currently have this functionality.</p> <p>VT currently does not have this function.</p> <p>NY - does not support this function. If elected by NY this option will be discussed during detail design.</p>
83	5.1.9	PIN Restriction Functionality (PARA: 1)	98	Does the PIN Restriction functionality include the client portal?	Yes

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84	5.2.1 5.2.2	Direct Deposit Services (PARA: All) Direct Deposit Enrollment Management Services (PARA: All)	101 102	Would the NCS confirm that direct deposit for the cash benefits will only be offered if the electronic payment card optional services are selected as requested in 5.2.1 and 5.2.2?	An NCS state could opt to utilize either or both options.
85	5.2.11	Electronic Payment Account Maintenance and Closure; (PARA: All)	110	To be in line with industry standards for electronic payments cards and to keep overall cost low for all program cardholders, would the NCS allow contractors to charge an inactivity fee either after nine months or 12 month of inactivity for accounts who are not performing transactions?	Due to each CSA having different program policy and laws this would need to be negotiated in final contract execution.
86	5.2.12	International Addresses (PARA: bullet 5)	111	This requirement appears to be not applicable. Would the NCS strike the following, "The contractor shall provide the state and/or Federal auditors... of the Mississippi Debit Card Program".	The RFP will be amended as follows; Strike "in support of Mississippi Debit Card Program" and replace with "in support of CSA Debit card program."
87	5.2.14	Cardholder Requirements (PARA: bullet 1)	111	Would the NCS amend the following sentence as it conflicts with the request for additional services identified in 5.2.3 at the end of the first paragraph. "In addition, the contractor and any subcontractors shall not use cardholder information or cardholder account information to solicit other business, and must ensure that cardholder information and cardholder account information is protected and kept confidential".	Yes
88	5.2.16	Electronic Payment Cardholder Portal (PARA: bullet 4)	112	Would the NCS amend this bullet to read: "The State shall have final approval on the design and contents of <u>program material on</u> the website"	Yes
89	5.2.17	POS Access; (PARA: bullet 4)	114	Would the NCS amend this bullet to read: "... There shall not be any fee to a cardholder or the State for any <u>approved</u> POS transaction.	No. The NCS does not intend to incur charges on behalf of ourselves or our clients with regard to either approved - or unapproved - POS transactions.

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90	5.2.18.2		116	<p>“The contractor may offer the capability to provide Cardholders the option of establishing a password, when requested”</p> <p>Question: Does this mean the State(s) want the call center agent to have the ability to attach a password to an account or would we refer the caller to the State office to have a password added to their account?</p>	The NCS will want the call center to have the ability along with a few key state staff.
91	5.2.18.5	Additional Transaction History (PARA: All)	117	Would the NCS provide number of transaction history statements, by State, over the last twelve months?	No. This information is unavailable.
92	5.2.19	Electronic Payment Financial (PARA: All)	118	Does the NCS currently receive financial audit reports currently for EPC? If so, would the NCS provide samples so contractors may ensure compliance with this requirement?	No.
93	5.2.26	Electronic Funds Transfer (PARA: All)	121-122	Would the NCS confirm that it will provide contractors account information including demand deposit account and transit routing details in order to facilitate such payments? Would the CSA amend the requirement in Section 5.2.26 to allow contractors to provide per transfer pricing for both successful and rejected transactions? As we are not collecting this data, a contractor cannot be held liable for erroneous transfers for data provided by the State. Where should contractors include optional pricing for this service?	The NCS confirms that they will provide account information and any other information necessary required to facilitate payments. The NCS is not willing to amend the requirement in 5.2.26 to allow for additional costs. If an erroneous transfer is made by the contractor and it is not the fault of the CSA provided data then the contractor will be held liable. Any pricing for this option should be included in section 14.
94	5.2.3	Direct Deposit Alternate Proposals; Electronic Payment Cards; (PARA: All)	103	Would the CSA please detail the reason for a monthly cardholder reconciliation file? As records are established throughout the month and updates processed accordingly with maintenance records sent daily, it would appear that a monthly file is not necessary. Direct Deposit Alternate Proposals - Electronic Payment Cards – the CSA is requesting multiple files and data to support the EPCs. May contractors propose electronic reports and other alternatives to support the data requested instead of a file where appropriate?	The NCS requires all files listed in section 5.2.3, if during a CSA implementation of this optional service the CSA opts not to require a reconciliation file then that will be that individual states decision. The vendor may propose alternatives as long as they meet the requirements and are appropriate.

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95	5.2.3 through 5.2.24			Section 5.2.3 through 5.2.24: Will NCS and/or the individual Contracting State Agency (CSA) allow financial institutions to submit proposals specific and limited to Electronic Payment Cards and to work out a process/method of providing cash payment benefits to recipients outside the standard EBT process? Competition for EBT services is limited to 3 potential providers with NCS likely only receiving 2 proposals. Allowing for other financial institutions to bid specifically for the Electronic Payment Cards section will introduce more competition and allow for the best pricing structure both to the CSAs and the individual cardholders.	This is not allowable under the terms of the RFP.
96	5.2.4	Card Specifications (PARA: bullet 17)	106	Would the NCS please revise the requirement to the following: "Initial and replacement cards shall be issued to the cardholder and placed into the mail within 48 (business) hours after receipt of account maintenance files from the State."	The NCS will revise as follows: Initial and replacement cards shall be produced and mailed in same fashion as an EBT card per section 4.5.4- Card Mailing and Postage Requirements; of this RFP.
97	5.4.2.1		129	The RFP states that "Averages of 33,500 child support financial transactions are received for deposit each month." Please clarify, are the 33,500 child support financial transactions received for deposit each month are separate checks received or are they receipts posted (e.g. one employer check received resulting in 5 receipts, one per employee wage withholding)?	<p>A transaction is counted as a one to one for example one check is received from an employer for ten payors then it is considered one transaction.</p> <p>FY Yearly EFT Monthly Avg Yearly Checks Monthly Avg Total Payments Monthly Avg</p> <p>2010 186,627.00 15,552.25 349,638.00 29,136.50 536,265.00 44,688.75</p> <p>2011 196,402.00 16,366.83 335,688.00 27,974.00 532,090.00 44,340.83</p> <p>2012 204,244.00 17,020.33 329,608.00 27,467.33 533,852.00 44,487.67</p> <p>Total 587,273.00 16,313.14 1,014,934.00 28,192.61 1,602,207.00 44,505.75</p>
98	5.4.2.2		129	How are lien payments differentiated from other payments?	Documentation accompanies the payment indicating that it is a lien payment
99	5.4.2.2		129	Are lien payments received only via paper check or can they also be received via ACH?	Currently all liens are received by paper check.

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100	5.4.2.2		129	Please provide the percentage of paper payments received by day of the week (e.g. 20% received on Mondays, 15% received on Tuesdays, etc.).	Monday (40%), Tuesday (11%), Wednesday (15%), Thursday (14%) and Friday (20%)
101	5.4.2.3		129	Does the current coupon file produced and provided by DCSS include a bar-coding to facilitate payor identification?	No
102	5.4.2.6		130	Are payments posted to the payor or some lower level (e.g. case, court order, debt, etc.)?	Wage payments are processed by the Non-custodial parent's member number, other payments are processed using the Case number - NH
103	5.4.2.8		131	Will the State confirm that the number 8,048 refers to new debit cards issued, 7,256 refers to PINs activated, and 811 refers to replacement debit cards issued?	Yes
104	5.4.3.1		132	Are the costs associated with the USPS post office boxes covered by the State or is the Contractor responsible for these costs?	The costs are covered by the SDU and included in the monthly bill to New Hampshire.
105	5.4.3.1		132	In what city are the USPS post office boxes located?	Manchester New Hampshire
106	5.4.3.11		133	Please provide the current average monthly reimbursement to DCSS for errors.	The average monthly reimbursement for the last three years has been \$700.00/month
107	5.4.3.12		134	Please provide statistics available for the number of employers utilizing the current conversion process that allows them to create and submit an EFT/EDI file.	30% of our wage payments are received via EFT, no data is available to how many employers this equates to
108	5.4.3.13		134	What options currently exist for the New Hampshire Child Support SDU that allows payors to submit payments via the web?	None at this time
109	5.4.3.15		134	Please provide the number of hardship check payments currently sent to recipients.	Currently New Hampshire mails on average 4200 checks out per month, however only 78 clients have claimed hardship at this time, the remainder are sent to clients that do not meet internal requirements to be required to select an electronic payment option
110	5.4.3.15		134	Please provide percentages for the number of disbursements sent to recipients based on the available payment methods (EFT, Debit Card, and Check).	EFT (60%), Debit Card (30%) and Paper checks (10%)

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111	5.4.3.2		132	Are the postage costs associated with the monthly bills/coupons covered by the State or is the Contractor responsible for these costs?	In the current contract the costs are covered by the SDU and included in the monthly bill to New Hampshire. Please reference pg 323 Section 14.14 for response to the pricing for the NCS SDU option.
112	5.4.5.1		136	Please clarify, are EFT receipts processed at the SDU or by DCSS? If processed at the SDU, will DCSS allow for both EFT and paper payments to be sent to DCSS in one daily file transmission or are separate files required as alluded to in this RFP section?	EFT payments are processed at the SDU. A separate file is required for both EFT and paper payments
113	6.1.1	Settlement and Reconciliation (PARA: N/A)	142	RFP numbering goes from 6.1.1 to 6.1.1.2. If there is a section 6.1.1.1, would the NCS please provide the requirement? If 6.1.1.1 does not have a requirement, should Vendors retain the same numbering scheme as the RFP?	There is no 6.1.1.2. Please retain the same numbering scheme.
114	6.1.2.2	Daily Reconciliation (PARA: All)	149	Would the NCS define the current parameters in place today to define the amount of refunds allowed i.e. transaction limits, monthly limits on the total value number, and value of refunds allowed?	The NCS does not understand the purpose of the underlying this question. However the current parameters are: NH currently utilizes the method of refund can't exceed benefit value. CT - refund maximum is \$75.00 per transaction. NY - A SNAP refund/return parameter is set to \$75. The SNAP
115	7.1.3.4	On-Line Cardholder Account Set-up and Benefit Issuance (PARA: 2)	166	The requirement reads in part "Once an individual has been determined eligible, received a card and PIN, and has been assigned a unique State ID, the state must have the ability to add the cardholder to the EBT host, issue benefits and link the EBT account to a temporary EBT card with a pre-assigned PAN and PIN." Is this referring to eligibility in general or eligibility for disaster benefits? Under what circumstances would the eligible individual need a temporary card if he/she already has a card and benefits?	This section speaks to Disaster Card issuance - NH, CT, MA, VT, NY Rhode Island does not issue temporary cards - N/A VT - Refers to eligibility for disaster benefits only and only new cases would be issued a temporary card CT - this is referring to disaster benefits. We do not have any circumstances for temporary cards.

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116	7.1.4.1	Retailer/ATM Site Surveys (PARA: 1)	167	Recent experience has shown that during a disaster, frequently telecommunications and travel into the region is extremely limited. Would the NCS consider modifying this requirement to allow contractors to query the system to determine which sites are processing transactions and providing those locations to the states and CSRs rather than mandating contact with locations that are unsafe to travel?	This requirement does not mandate the contractor to personally visit the site but to reach out in an incident appropriate manor and report back to the CSA.
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117	7.2.1	Disaster Vault Card and PIN Inventory (PARA: 1)	170	Would the NCS describe how the current disaster programs operate from the card issuance process, PIN process, card activation, and benefit expungement process.	<p>NH - In the NH SNAP disaster plan NH lists all card issuance options and vendor RFP response should also reflect this.</p> <p>RI - Not available.</p> <p>MA - MA disaster cards are pre-numbered and pre-pinned. Disaster cases may be established directly in the administrative terminal or by batch file using the last 9 digits of the disaster card number as the case number. The EBT system automatically posts the disaster benefit amount to the account based on household size. The disaster benefits become available after 12:00 a.m. of day two (The DSNAP application date is day zero.) after the duplicate participation check has been completed. DSNAP expungement occurs after 365 days of inactivity except with an FNS approved waiver which allows expungement 90 days after availability.</p> <p>NY - NY cards are pre-pinned AL ADD answer. CT & VT to provide answer</p> <p>CT - Disaster "vault" EBT cards are pre-numbered using a unique numbering scheme assigned by the state. The PIN is the last 4 digits of the card number, but can be changed via the ARU. Cards are not active until they are entered into the EBT admin system with limited demographic information. The expungement process is usually determined at the time of the disaster declaration. A waiver is generally requested from FNS to either expunge unused benefits 90 days after the disaster benefit is deposited into the EBT account, or a "date certain" process can be used. "Date certain" would be a date selected by the state and approved by FNS to expunge any unused benefits.</p> <p>VT -- has an inventory of pre-pinned EBT cards. Cards are activated when entered into the EBT system. The</p>
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118	8	WIC EBT Requirements Core Optional	170	Would the NCS provide by State/Commonwealth the current number of active WIC cases.	NH - Based on September 2012 data. Families = 10412 and Clients = 16,080 CT - 57,365 participants, 39,000 families MA - 132,000 participants and approximately 80,000 households NY - 515,920 participants, approximately 368,500 households VT - Active WIC cases are 15,287 individuals and 10,000 households. Unduplicated numbers are 23,000 individuals and 10,000 households. RI - 24,110 participants, 17,000 families
119	7.2.2	Drop Ship Delivery for States Utilizing Contractor Issued Cards (PARA: All)	171	During a disaster, overnight express mail services may suspend delivery to the impacted area. Would the NCS consider modifying this request to state that shipping will occur as soon as overnight express services have resumed operation?	Agreed, in the event overnight express mail services have been suspended due to the disaster, the Contractor shall proceed with shipment as soon as overnight express mail services resume or at the discretion of the CSA, ship the cards by another method or to an alternate location.
120	8	WIC EBT Requirements Core Optional	171	Would the NCS provide by State/Commonwealth, the number of WIC designated retailers (vendors) and clinics.	RI WIC has 225 authorized vendors and 25 clinics in RI. MA has 1,013 WIC designated retailers. CT – 629 WIC retailers VT has 130 authorized WIC vendors. NH - Number of WIC approved vendors that are also approved SNAP retailers = 224 NY = 4,268 WIC approved vendors that are also approved SNAP retailers.
121	8.8.1		176	This section states that the EBT Contractor shall also be capable of supporting WIC card replacement fees if required. Since WIC benefits have no monetary value, can the NCS clarify how they intend for the Contractor to assess card replacement fees?	Rhode Island and Vermont would consider the cost of the card as a replacement fee. If NY elects to implement this program, card replacement fee options will be discussed during detail design. A solution that may be considered is to require the cardholder to reimburse the cost of a replacement card through another form of payment, such as cash or a commercial debit card.

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122	9.1.1.5.1	EBT-Only Equipment Support Services		Section 9.1.1.5.1, EBT-Only Equipment Support Services, states the Contractor will provide repair or replacement services on faulty POS terminal equipment within 24 hours of the request for service. Would the State modify this requirement to be consistent with federal regulations that now require replacements within 48 hours? CFR 274.3 states: "Retailer management - (e) Managing retailer participation. The State agency shall: (6) Ensure that equipment and supplies are maintained in working order for retail stores equipped by the State agency or its contractor. Equipment shall be replaced or repaired within 48 hours;"	The NCS will amend the EBT RFP to be consistent with Federal regulations requiring replacements within 48 hours.
123	9.1.1.7	EBT Retailer Policies (PARA: Phone Line Policies - EBT-only retailers bullet);	197	Please provide the number of retailer phone lines the current contractor is providing at its expense.	NH has no retailers utilizing contractor provided phone lines. CT-None at this time. MA - none known. NY has no statistical data to report. VT - None RI - no data available
124	9.2.1	Customer Service Staffing Capacity Plan (PARA: All);	204	The RFP requires bidders to include a staffing capacity plan in their proposal. A detailed and accurate staffing plan generally requires the use of data capturing the distribution of incoming calls over the days of the week and month, as well as the distribution of calls over the 24 hrs of the day. Would the NCS please provide this detailed data for each State?	Historical NCS data is included in Appendix 12, along with individual State specific data. A new file has been posted on the NYS website to provide all this data.
125	9.2.1	Customer Service Staffing Capacity Plan (PARA: All);	204	The requirement also indicates that historical call data for each NCS state is available in the Appendices. It could not be found in Appendix 12. Could the location of this data be clarified?	Historical NCS data is included in Appendix 12, along with individual State specific data. A new file has been posted on the NYS website to provide all this data.

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126	9.2.2	Automated Response Unit (ARU) (PARA: 2);	204	What are the current transaction types and/or functions supported on each State's current cardholder ARU?	<p>The NH cardholder ARU currently offers balance inquiry, transaction history requests and ARU PIN select for cardholders that do not have a PIN established in their EBT account. PIN changes are not permitted.</p> <p>MA & RI - balance inquiry; PIN select; last 10 transactions; report a lost, stolen or damaged card; information on benefit amount; information on where to use card; instructions on card usage; information on benefit availability and CSR assistance.</p> <p>CT - available SANP and Cash balance, last 10 transactions for either SNAP or Cash, report EBT card as lost, stolen or damaged, PIN selection or change, Inquire on benefit amount , benefit availability or deposit info, card usage info. Also, transfer to CSR for assistance (for PIN selection, or reporting card L-S-D.)</p> <p>VT - Balance inquiry, transaction history requests, ARU pin select for new card holders, pin changes.</p> <p>NY - available SANP and Cash balance, last 10 transactions for either SNAP or Cash, report EBT card as lost, stolen or damaged, PIN selection or change, Inquire on benefit amount , benefit availability or deposit info, card usage info. Also, transfer to CSR for assistance (for PIN selection, or reporting card L-S-D.)</p>
127	9.2.2 A	automated Response Unit (ARU) (PARA: 2);	204	What are the current transaction types and/or functions supported on State's current retailer ARU?	<p>NH - The ARU to support NH retailers performs SNAP voucher authorization and redemption.</p> <p>CT - SNAP manual voucher authorizations.</p> <p>MA - manual voucher authorizations, EBT policy information, settlement issues and reporting of EBT only equipment failures and maintenance issues.</p> <p>VT - Manual voucher authorizations for a SNAP purchase or a SNAP return</p> <p>NY - SNAP manual voucher authorizations</p> <p>RI - Manual voucher authorizations</p>

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128	9.2.3		205	In the third paragraph, it states “This web site must also contain all cash access sites, as required by the CSA in this RFP.” Is this for both the Cardholder and Retail web sites, or just the Cardholder web Portal site?	The Cardholder web site and Cardholder Web Portal Site mean the same thing in NCS terminology; it is that site which must contain the required data. - NH, NY, CT, VT, MA, RI
129	9.2.3	Cardholder and Retailer Web Portal Access (PARA: 3);	205	The requirement states that both the cardholder and retailer Web portal must be accessible to “designated State and federal (USDA FNS and OIG) staff.” This access is usually provided through a contractor’s administrative system. Would the NCS consider allowing access to this information through the administrative application rather than the Web portal?	No, they must provide designated State and Federal staff access to both the cardholder and retailer web portal.
130	9.2.3	Cardholder and Retailer Web Portal Access (PARA: 4);	205	Would the NCS provide a list of functions currently supported on each state's cardholder portal?	The cardholder portal for NH clients provides, PIN establishment and PIN change, balance information, transaction history and helpful hints. MA - N/A CT - all functions supported via the ARU. VT - Balance inquiry, transaction history requests, pin changes, helpful things. NY - The cardholder portal supports; account information, PIN selection, e-mail function between the cardholder and Customer Service, and reporting cards Lost, Stolen or Damaged. RI – Balance and transaction history, reports, FAQ’s and Voucher clearing.

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131	9.2.3	Cardholder and Retailer Web Portal Access (PARA: 4);	205-206	What are the current transaction types and/or functions supported on the state's current retailer website?	<p>CT - primarily informational - enrollment package, training package, manual voucher process, state information. Also, a link to the processor's site.</p> <p>MA - Transaction history searches, adjustment information, ACH and payment information, On-line Dispute Form and access to 1099 forms.</p> <p>VT - Transaction history, deposit history, manual voucher clearing and FAQ's.</p> <p>NH - Transaction history, deposit history, manual voucher clearing and FAQ's.</p> <p>NY - primarily informational - enrollment package, training package, manual voucher process, state information. Also, a link to the processor's site.</p> <p>RI – Transaction History, Deposit history, Manual Voucher clearing, Reports and 'FAQ's</p>
132	9.4.3.1		215	In the second paragraph, it states "Cardholder printed training materials must be provided in brochure and wallet sized card format." Can a sample or the dimensions of the wallet-sized card be provided?	Wallet-sized would be equal to the same size as a credit card.
133	9.5.1	New York City Message System (PARA: All);	221	Please provide a list of commercial retailers that are currently supporting the NYC messaging system.	This product is prescribed as a New York State Specific in the RFP. The application provides a toll free number as a message printed on Point of Sale receipts. The messaging is only supported on EBT-only terminals issued to New York City SNAP merchants. Cardholder receiving this message on a receipt are required to call the toll free number where the message will be read to the caller. The caller must provide/enter \a valid NYS EBT card in order to receive the messages.
134	Appendix 1	2 Procurement Information (PARA: 2);	3	Would the NCS add the following to this clause, "Such performance and/or payment bonds may be issued on an annually renewable basis on annually renewable bond forms to be provided by Contractor's Surety Bond Broker."	Connecticut State Appendix will not add the requested language to 2 Procurement Information (PARA: 2);

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135	Appendix 1	POS Standard Contract Part II, Section C.5.(a) (PARA: 1);	7	Would the State be more specific about what is considered an audit “acceptable to the Agency?”	Part II of the standard contract may be amended only in consultation with, and with the approval of, the Office of Policy and Management and the Attorney General’s Office.
136	Appendix 1	POS Standard Contract Part II, Section C.5.(b) (PARA: 1);	7	Would the State confirm that “Contractor Parties’ Records” does not include proprietary financial information or confidential personnel data?	Part II of the standard contract may be amended only in consultation with, and with the approval of, the Office of Policy and Management and the Attorney General’s Office.
137	Appendix 1	POS Standard Contract Part II, Section C.11.(a)(1) (PARA: 1);	8	Would the State consider limiting vendor liability to damages directly resulting from vendor’s own negligent acts or omissions?	Part II of the standard contract may be amended only in consultation with, and with the approval of, the Office of Policy and Management and the Attorney General’s Office.
138	Appendix 1	POS Standard Contract Part II, Section D.1.(b) (PARA: 1);	13	Would the State agree to compensate Vendor for any unamortized costs and reasonable wind-down costs in the event of a termination for convenience?	Part II of the standard contract may be amended only in consultation with, and with the approval of, the Office of Policy and Management and the Attorney General’s Office.
139	Appendix 1	POS Standard Contract Part II, Section D.6.(b) (PARA: 1);	15	Would the State specify what is meant by “the best interest of the State” other than financial instability?	Part II of the standard contract may be amended only in consultation with, and with the approval of, the Office of Policy and Management and the Attorney General’s Office.
140	Appendix 1	POS Standard Contract Part II, Section D.6.(b) (PARA: 1);	15	Would the State delete the first sentence of this section?	Part II of the standard contract may be amended only in consultation with, and with the approval of, the Office of Policy and Management and the Attorney General’s Office.
141	Appendix 1	POS Standard Contract Part II, Section D.6.(d) (PARA: 1);	16	Would the State provide 30 days’ notice prior to termination?	Part II of the standard contract may be amended only in consultation with, and with the approval of, the Office of Policy and Management and the Attorney General’s Office.

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142	Appendix 12	NCS – Historical Data (PARA: NCS Combined Statistics)	1	Appendix 12 – NCS – Historical Data - contains historical data on the number of customer service calls received over a 12 month period. The explanation suggests that the number of ARU calls and Help Desk calls should add up to the number of total calls. We would assume that all Help Desk calls start as ARU calls. If this is the case, why are total calls always somewhat higher than ARU calls? And, can bidders assume that all Help Desk calls began as ARU calls? Can you clarify what the “total number of calls” line includes?	The assumption is correct. The total number of calls are slightly higher. They represent the total number of calls that reached the ARU node and were subsequently abandoned or dropped before the automated system was reached. All calls begin at the ARU and routed to select a service or to a Customer Service Representative.
143	Appendix 12	NCS – Historical Data (PARA: NCS Combined Statistics)	1	Would the NCS please provide a breakdown of the historical data in Appendix 12 by State/Commonwealth	NY will update the website with the entire NCS statistical workbook.
144	Appendix 12	NCS – Historical Data (PARA: NCS Combined Statistics)	1	Please provide a breakout of the transaction statistics to show ATM withdrawals, ATM Balance Inquires and ATM denial transactions.	NCS does not have this data available.

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145	Appendix 13	Article 1, D. (PARA: All);	6	Would the NCS add a clarification to this section that the Contractor will comply with all statutes, laws, regulations and orders of Federal, Quest, or applicable cash access network policy, rules, regulations and guidelines with regards this Contract at the time of contract execution and if any changes after execution increase scope, the parties will negotiate a change order?	If there are any changes to Federal, Quest, cash access network policy, rules, regulations and guidelines during the course of the Agreement from those existing at the time an Agreement with NYS is executed, and, if those changes are merely refinements to the functionality presently understood to exist in EBT and result merely in a need for limited code changes to the Contractor's software, the Contractor shall be responsible for making such changes as are necessary to remain in compliance with the requisite authority at its own expense. If, however, a change in one of the cited authorities is a result of an intention to add a new service or type of functionality to EBT, then the CSA will seek to negotiate a change order in good faith with the Contractor to cover the costs related to the additional service or increase in functionality. In addition, system enhancements or other system changes developed by the contractor for any State, both within and outside the NCS, determined to be advantageous to the CSA must be extended to the CSA at no additional development cost. (Please refer to Section 11.9 of the RFP, particularly 11.9.3 and 11.9.4, which states the responsibilities of an Offeror for Change Management more generally, but which, to the degree there is conflict with this answer, will control; please note, however, that the statement that contractor cannot charge a CSA for certain developmental costs does not mean that a CSA - except where otherwise provided in a state-specific appendix - does not have to negotiate payment for the costs of customizing implementation, other than situations involving "conforming changes".)
146	Appendix 13	Article 2, E. (PARA: All);	7	For clarification, would the NCS please confirm that, as used herein, "Time is of the essence" is defined to mean that Contractor will adhere to the mutually agreed upon schedule for performance.	Yes
147	Appendix 13	Article 6, A (PARA: All);	19	Would the NCS consider compensating Vendor for any unrecoverable costs incurred by delay of the program due to acts or omissions by that State?	Yes. Under the terms of the agreement the State is responsible for costs attributable to its delay in performing its contractually obligated functions.

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148	Appendix 13	Article 8, C (PARA: 6);	26	Does the NCS agree that all intellectual property developed prior to or independently of this project shall continue to be owned by vendor or any relevant third parties?	Yes, that's what the language is intended to represent.
149	Appendix 13	Article 11, A (PARA: All);	30	Would the NCS add a waiver of indirect and consequential damages?	No.
150	Appendix 13	Article 16, A (PARA: All)	40	Would each State consider equitable adjustment of pricing in the event of a termination in part by that State?	The term equitable adjustment is vague. The NCs considers the Standard Terms and Conditions require the CSA to reimburse ta contractor for increasing expenditures resulting from the CSA's partial termination for convenience.
151	Appendix 13	Article 16, D (PARA: All);	40	Would the NCS agree to compensate Vendor for any unamortized costs and reasonable wind-down costs in the event of a termination for convenience?	Yes. Except where a State Specific Appendix provides to the contrary.
152	Appendix 13	Article 2, E. (PARA: All);	7	Would the NCS delete this provision?	No.
153	Appendix 13	Article 3, B. (PARA: All);	9	Would the NCS add a clarification to this section that the Contractor will comply with all statutes, laws, rules, regulations and guidelines with regards this Contract at the time of contract execution and if any changes after execution increase scope, the parties will negotiate a change order?	No. Except where a State Specific Appendix provides to the contrary.
154	Appendix 13	Article 3, C. (PARA: All);	9	Would the NCS consider lowering the amount of the letter of credit?	No.
155	Appendix 13	Article 3, C. (PARA: All);	9	Would the NCS consider a Performance Bond instead of a Letter of Credit?	No. New York would not consider permitting such a change.
156	Appendix 13	Article 3, C. (PARA: All);	9	If it converts the Letter of Credit to a Performance Bond, would the State add the following to this clause, "Such performance bonds may be issued on an annually renewable basis on annually renewable bond forms to be provided by Contractor's Surety Bond Broker."	No. New York will not accept a Performance Bond. It will accept a Letter of Credit on an annually renewable basis.
157	Appendix 13	Article 3, C. (PARA: All);	9	Would the NCS add a step down provision such that the amount of the surety decreases over the life of the Contract as the risk correspondingly decreases?	No.
158	Appendix 13	Article 6, L. (PARA: All);	21	Would the State delete this requirement?	No.
159	Appendix 13	Article 6, S. (PARA: All);	22	Would the NCS delete this provision?	No.

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160	Appendix 13	Article 6, W. (PARA: All);	23	Would the NCS delete this requirement since our offerings are based on circumstances unique to each contract such as geographic location, contract terms, volume of services and numerous other factors such that we could not make a true comparison to equalize pricing among our different customers.	This requirement in NYS is statutory however we recognize the argument being made by this inquiry and agree that certain circumstance can obviate this requirement.
161	Appendix 13	Article 8, A. (PARA: All);	25	Does the NCS agree that all intellectual property developed prior to or independently of this project shall continue to be owned by vendor or any relevant third parties?	Yes, that's what the language is intended to represent.
162	Appendix 13	Article 8, A. (PARA: All);	25	Would the NCS confirm that the use of Contractor proprietary software will be for the term of the Agreement only?	Yes.
163	Appendix 13	Article 8, C. (PARA: #4);	26	Would the NCS confirm that the use of Contractor proprietary software will be for the term of the Agreement only?	Yes. The NCS confirms the statement.
164	Appendix 13	Article 13, A. (PARA: All);	32	Would the NCS confirm that Contractor books, records, and accounts do not include proprietary financial information or confidential personnel data?	No.
165	Appendix 13	Article 15, K. (PARA: All);	37	Does the NCS agree that all intellectual property developed prior to or independently of this project shall continue to be owned by vendor or any relevant third parties?	Yes. The NCS confirms the statement.
166	Appendix 13	Article 15, K. (PARA: 2.a);	37	Would the NCS confirm that the use of Contractor proprietary software will be for the term of the Agreement only?	Yes. The NCS confirms the statement.
167	Appendix 13	Article 16, C. (PARA: All);	40	Would the NCS provide a 10-day cure period for any alleged breach?	No. The NCS will not oblige itself to a 10 day extension but normally does negotiate a cure period.
168	Appendix 13	Article 16, D. (PARA: All);	40	Would the NCS agree to compensate Vendor for any unamortized costs and reasonable wind-down costs in the event of a termination for convenience?	Yes. The NCS confirms the statement.
169	Appendix 13	Article 16, F. (PARA: All);	40	Would the NCS agree to compensate Vendor for any unamortized costs and reasonable wind-down costs in the event of a termination for non-appropriation?	Yes. The NCS confirms the statement.
170	Appendix 13	Article 16, F. (PARA: All);	40	Would the NCS confirm that the use of Contractor proprietary software will be for the term of the Agreement only?	Yes. The NCS confirms the statement.
171	Appendix 13	Article 22, A. (PARA: All);	48	Would the NCS consider capping Contractor liability to an amount equal to the total amount that the customer has paid the Bidder in the 12 months prior to the incident in dispute?	No.

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172	Appendix 13	Article 22, B. (PARA: All);	48	Would the NCS delete this provision?	No.
173	Appendix 13	Article 22, B. (PARA: All);	48	Would the NCS consider modifying the warranties be consistent with industry standards?	No.
174	Appendix 13	Article 22, B. (PARA: All);	48	Would the NCS delete the first sentence and replace it with "Contractor shall provide the required deliverables, tangible or intangible, regardless of form, in a professional manner, consistent with industry standards for a period of ninety calendar days from the date of performance.	No.
175	Appendix 13	Appendix A.1 Executory Clause. (PARA: 1);	72	Would the NCS agree to compensate Vendor for any unamortized costs and reasonable wind-down costs in the event of a termination for non-appropriation?	Yes, with the exception of the Commonwealth of Massachusetts, to the degree funding is available.
176	Appendix 13	Appendix A.11 Records (PARA: 11);	74	Would the NCS confirm that Contractor books, records, and accounts does not include proprietary financial information or confidential personnel data?	No
177	Appendix 15	Monthly Cardholder and Retailer Customer Service and ARU Call Report/Files (PARA: bullet 5)	38	Appendix 15 calls for the reporting of customer service call data based on the number of rings before answer. Telephone switches do not capture data based on the number of rings prior to answer. Generally, a 30 second answer time is considered within the industry to equate to five or six rings. Would the NCS accept a call answering report that breaks out calls answered in 30 second increments?	Yes. The NCS recognizes the industry standard for telephone switches and would accept calls answered with 30 second increments.
178	Appendix 2	2.17.a, Commonwealth Terms and Conditions, Item 4, Contract Termination or Suspension (PARA: 1)	1	Would the Commonwealth provide 30 days' notice prior to termination?	No. The Commonwealth stands by the language of the Commonwealth Terms and Conditions.

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179	Appendix 2	2.17.a, Commonwealth Terms and Conditions, Item 5, Written Notice (PARA: 1)	1	Would the Commonwealth provide a 10-day cure period for any alleged breach?	No. The Commonwealth stands by the language of the Commonwealth Terms and Conditions.
180	Appendix 2	2.17.a, Commonwealth Terms and Conditions, Item 7, Record Keeping and Retention, Inspection of Records (PARA: 1)	1	Would the Commonwealth confirm that Contractor records does not include proprietary financial information or confidential personnel data?	No. The Commonwealth stands by the language of the Commonwealth Terms and Conditions.
181	Appendix 2	2.17.a, Commonwealth Terms and Conditions, Item 11, Indemnification (PARA: 1)	2	Would the Commonwealth consider limiting vendor liability to damages directly resulting from vendor's own negligent acts or omissions?	No. The Commonwealth stands by the language of the Commonwealth Terms and Conditions.
182	Appendix 2	2.17.b, Standard Contract Form, Payments and Prompt Pay Discounts (PARA: 1)	3	Would the Commonwealth agree to make the payment 30 days from receipt of invoice?	No. The Commonwealth stands by the language of the Standard Contract Form.
183	Appendix 2	2.17.b, Standard Contract Form, Payments Subject to Appropriation (PARA: 1)	4	Would the Commonwealth agree to compensate Vendor for any unamortized costs and reasonable wind-down costs in the event of a termination for convenience or non-appropriation?	No. The Commonwealth stands by the language of the Standard Contract Form.

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184	Appendix 2	2.17.b, Standard Contract Form, Limitation of Liability for Information Technology Contracts (PARA: 1)	5	Would the Commonwealth consider limiting liability to the amount paid to Contractor in the preceding 12 months?	No. The Commonwealth stands by the language of the Standard Contract Form.
185	Appendix 2	2.17.b, Standard Contract Form, Limitation of Liability for Information Technology Contracts (PARA: 1)	5	Would the Commonwealth consider including personal injury and property damage in the liability cap?	No. The Commonwealth stands by the language of the Standard Contract Form.
186	Appendix 2	2.17.b, Standard Contract Form, Limitation of Liability for Information Technology Contracts (PARA: 1)	5	Would the Commonwealth waive incidental and consequential damages for both parties?	No. The Commonwealth stands by the language of the Standard Contract Form.
187	Appendix 2	4.2.3.5.1 Restrictive Interchange Transaction Processing at Commonwealth Prohibited Locations THROUGH 4.2.3.7 Limited Access Benefit Cards; (PARA: All);	19-20	The Commonwealth of Massachusetts has provided specific requirements in addition to the NCS requirements in RFP Section 4.2.3.5. Is it permissible for vendors to include these additional requirements after our response to section 4.2.3.5 because they fall in sequential order, as required by the RFP? If not, would the NCS please verify where these sections should be included within our response?	Bidder responses to Commonwealth specific requirements in RFP Section 4.2.3.5 should be submitted in a separate document titled Responses to Commonwealth Specific Requirements .

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188	Appendix 2	Daily Case/Client Maintenance File THROUGH 4.3.1.2.9 Generic EBT Demographic File (PARA: All)	22-64	The Commonwealth of Massachusetts has provided specific requirements in addition to the NCS requirements in section 4.3.1.2. Is it permissible for vendors to include these additional requirements after our response to section 4.3.1.2 because they will fall in sequential order, as required by the RFP? If not, would OTDA please verify where these sections should be included within our response?	Bidder responses to Commonwealth specific requirements in RFP Section 4.3.1.2 should be submitted in a separate document titled Responses to Commonwealth Specific Requirements .
189	Appendix 2	4.3.1.10 (a) Current Rules (PARA: All)	67	The Commonwealth of Massachusetts has provided specific requirements in addition to the NCS requirements in section 4.3.1.10. Is it permissible for vendors to include these additional requirements after our response to section 4.3.1.10 because they will fall in sequential order, as required by the RFP? If not, would OTDA please verify where these sections should be included within our response?	Bidder responses to Commonwealth specific requirements in RFP Section 4.3.1.10 should be submitted in a separate document titled Responses to Commonwealth Specific Requirements .
190	Appendix 2	4.5.10.1 Replacement Card Fees (PARA: All)	81	The Commonwealth of Massachusetts has provided specific requirements in addition to the NCS requirements in section 4.5.10. Is it permissible for vendors to include these additional requirements after our response to section 4.5.10 because they will fall in sequential order, as required by the RFP? If not, would OTDA please verify where these sections should be included within our response?	Bidder responses to Commonwealth specific requirements in RFP Section 4.5.10 should be submitted in a separate document titled Responses to Commonwealth Specific Requirements .
191	Appendix 2	4.5.13.1 Disaster Cards (PARA: All)	82-83	The Commonwealth of Massachusetts has provided specific requirements in addition to the NCS requirements in section 4.5.13. Is it permissible for vendors to include these additional requirements after our response to section 4.5.13 because they will fall in sequential order, as required by the RFP? If not, would OTDA please verify where these sections should be included within our response?	Bidder responses to Commonwealth specific requirements in RFP Section 4.5.13 should be submitted in a separate document titled Responses to Commonwealth Specific Requirements .

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192	Appendix 2	4.5.19 Photo EBT Cards (PARA: All);	83	The Commonwealth of Massachusetts has provided specific requirements in addition to the NCS requirements in that end with section 4.5.18. Is it permissible for vendors to include these additional requirements after our response to section 4.5.18 because they will fall in sequential order, as required by the RFP? If not, would OTDA please verify where these sections should be included within our response?	Bidder responses to Commonwealth specific requirements in RFP Section 4.5.18 should be submitted in a separate document titled Responses to Commonwealth Specific Requirements .
193	Appendix 2	9.3.5 My Account Page (MAP) (PARA: All);	87	The Commonwealth of Massachusetts has provided specific requirements in addition to the NCS requirements in section 9.3.5. Is it permissible for vendors to include these additional requirements after our response to section 9.3.4 because they will fall in sequential order – as required by the RFP? If not, would the NCS please verify where these sections should be included within our response?	Bidder responses to Commonwealth specific requirements in RFP Section 9.3.5 should be submitted in a separate document titled Responses to Commonwealth Specific Requirements .
194	Appendix 2	10.1.1 Adequate Cash Access (PARA: All);	89	The Commonwealth of Massachusetts has provided specific requirements in addition to the NCS requirements in section 10.1.1. Is it permissible for vendors to include these additional requirements after our response to section 10.1 because they will fall in sequential order – as required by the RFP? If not, would the NCS please verify where these sections should be included within our response?	Bidder responses to Commonwealth specific requirements in RFP Section 10.1.1 should be submitted in a separate document titled Responses to Commonwealth Specific Requirements
195	Appendix 2	14 Pricing (PARA: All);	92	The Commonwealth of Massachusetts has provided specific pricing requirements in addition to the NCS requirements in section 14. Would the NCS please specify where vendors should include their pricing?	Bidder responses to Commonwealth specific pricing requirements should be submitted in a separate document titled Responses to Commonwealth Specific Requirements .
196	Appendix 2	14.15 Restrictive Interchange Transaction Processing – Core Optional Service (PARA: All);	92	The Commonwealth of Massachusetts has provided specific pricing requirements in addition to the NCS requirements in section 14.15. Would the NCS please specify where vendors should include our answer to this requirement?	Bidder responses to Commonwealth specific pricing requirements should be submitted in a separate document titled Responses to Commonwealth Specific Requirements .

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197	Appendix 2	2.17.a, Commonwealth Terms and Conditions, Item 4, Contract Termination or Suspension (PARA: 1)	1	Would the Commonwealth agree to compensate Vendor for any unamortized costs and reasonable wind-down costs in the event of a termination for convenience or non-appropriation?	No. The Commonwealth stands by the language of the Commonwealth Terms and Conditions.
198	Appendix 2	2.17.a, Commonwealth Terms and Conditions, Item 4, Contract Termination or Suspension (PARA: 1)	1	Would the Commonwealth provide thirty days' notice of termination?	No. The Commonwealth stands by the language of the Commonwealth Terms and Conditions.
199	Appendix 2	2.13 Performance Bond (PARA: All)	7	Would the Commonwealth add a step down provision such that the amount of the surety decreases over the life of the Contract as the risk correspondingly decreases?	No. The Commonwealth stands by the language of the RFP.
200	Appendix 2	4.2.3.7 Limited Access Benefit Cards (PARA: All)	20	Development of a Massachusetts Limited Access Benefit card, is potentially expensive. The Commonwealth is requesting a Limited Access Benefit card that has a specified daily limit that cardholders will not be able to exceed. Is the Commonwealth requiring the contractors to maintain and print two account balances on transaction receipts? While it is feasible to require this for EBT-only terminals, TPPs and integrated retailer locations will have serious financial implications if they are required to modify transaction receipts. If the Commonwealth is not requiring the printing of daily limit transaction balances, how is the cardholder expected to maintain the daily limit balance? Does the Commonwealth require the IVR to provide multiple balances based on this requirement?	<p>Is the Commonwealth requiring the contractors to maintain and print two account balances on transaction receipts? Yes.</p> <p>If the Commonwealth is not requiring the printing of daily limit transaction balances, how is the cardholder expected to maintain the daily limit balance? Not applicable.</p> <p>Does the Commonwealth require the IVR to provide multiple balances based on this requirement? Yes</p>

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201	Appendix 2	6.1.1.4 (a) Current Commonwealth Cash Draw Process THROUGH 6.1.1.4 (b) State Nutritional Assistance Program (PARA: All); p. 85-86	85-86	The Commonwealth of Massachusetts has provided specific requirements in addition to the NCS requirements in section 6.1.1.4. Is it permissible for vendors to include these additional requirements after our response to section 6.1.1.4 because they will fall in sequential order – as required by the RFP? If not, would the NCS please verify where these sections should be included within our response?	Bidder responses to Commonwealth specific requirements in RFP Section 6.1.1.4 should be submitted in a separate document titled Responses to Commonwealth Specific Requirements
202	Appendix 2	10.1.1 Adequate Cash Access (PARA: MA EBT cash issuance by zip code attachment)	89	Adequate Cash Access is defined by the RFP as requiring a minimum of ATM locations by Zip code. Given that most ATMs hold an average of \$40,000 in cash, would the NCS consider redefining adequate cash access not by number of ATMs, but by volume of cash by Zip code?	No. The Commonwealth stands by the language of the RFP.
203	Appendix 2 MA State Appendix			Within Appendix-2, Commonwealth of Massachusetts State Appendix, an embedded MS Excel file titled "Massachusetts EBT Cash Issuance by Zip Code" is included but does not open. The file is embedded in Section 10.1.1 Adequate Cash Access. Can the State please provide this file to bidders?	Issue resolved The "Massachusetts EBT Cash Issuance by Zip Code" document was posted separately on the New York State Contract site or about November 15, 2012.
204	Appendix 3	15, Attachment NH-1: Standard New Hampshire State Contract with Exhibits (PARA: 1) p. 75 Form Number P- 37,	4	Would the State agree to compensate Contractor for any unamortized costs and reasonable wind-down costs in the event of a termination for non-appropriation of funds?	No the State of NH can not agree to this.

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205	Appendix 3	15, Attachment NH-1: Standard New Hampshire State Contract with Exhibits (PARA: 1) p. 75 Form Number P-37, Item 4, Conditional Nature of Agreement (PARA: 1)	2	Would the State add 30 days' notice of termination?	This is a statewide contract standard document, any revisions would need to be approved by the Attorney General's office and the Department of Health and Human Services Commissioners office.
206	Appendix 3	15, Attachment NH-1: Standard New Hampshire State Contract with Exhibits (PARA: 1) p. 75 Form Number P-37, Item 6.1 (PARA: 1)	2	Would the State add a clarification to this section that the Contractor will comply with all statutes, laws, regulations and orders of the State, and county or municipal authorities with regards to this Contract at the time of contract execution and if any changes after execution increase scope, the parties will negotiate a change order?	Please reference sections 2.15, 5.4.6, 11.8 and 11.9
207	Appendix 3	15, Attachment NH-1: Standard New Hampshire State Contract with Exhibits (PARA: 1) p. 75 Form Number P-37, Item 8.2 (PARA: 1)	3	Would the State change the sentence to read, "Upon occurrence of any Event of Default, the State may take one of the following actions:?"	This is a statewide contract standard document, any revisions would need to be approved by the Attorney General's office and the Department of Health and Human Services Commissioners office.

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208	Appendix 3	15, Attachment NH-1: Standard New Hampshire State Contract with Exhibits (PARA: 1) p. 75 Form Number P-37, Item 9, Data/Access/Confidentiality/Preservation (PARA: 1-3)		Does the State agree that all intellectual property developed prior to or independently of this project shall continue to be owned by vendor or any relevant third parties?	The State agrees.
209	Appendix 3	15, Attachment NH-1: Standard New Hampshire State Contract with Exhibits (PARA: 1) p. 75 Form Number P-37, Item 9, Data/Access/Confidentiality/Preservation (PARA: 1-3)	3	Would the State confirm that the use of Contractor proprietary software will be for the term of the Agreement only?	The State agrees.

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210	Appendix 3	15, Attachment NH-1: Standard New Hampshire State Contract with Exhibits (PARA: 1) p. 75 Form Number P-37, Item 13, Indemnification (PARA: 1)	3	Would the State consider limiting Contractor liability to damages directly resulting from Contractor's own negligent acts or omissions?	This is a statewide contract standard document, any revisions would need to be approved by the Attorney General's office and the Department of Health and Human Services Commissioners office.
211	Appendix 3	15, Attachment NH-1: Standard New Hampshire State Contract with Exhibits (PARA: 1) p. 75 Form Number P-37, Item 9, Data/Access/Confidentiality/Preservation (PARA: 1-3)	3	Would the State confirm that Contractor books, records, and accounts do not include proprietary financial information or confidential personnel data?	The State agrees.
212	Appendix 3	2.13, Letter Of Credit or Performance Bond (PARA: All);	8	The appendix reads, "The State of New Hampshire is consistent with the NCS RFP and has no anticipated variances." Would the NCS please clarify what this means specifically for New Hampshire as each state appears to request different items in varying amounts as it relates to performance bonds and/or letters of credit?	Please reference section 2.13.

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213	Appendix 3	4.1.6 State Regulations (PARA: All);	10	Would the State add a clarification to this section that the Contractor will comply with all statutes, laws, regulations and orders of the State, and county or municipal authorities with regards to this Contract at the time of contract execution and if any changes after execution increase scope, the parties will negotiate a change order?	Please reference sections 2.15, 5.4.6, 11.8 and 11.9
214	Appendix 4A	NY State Zip Code Details		We are unable to download Appendix 4A – New York State Zip Code Details from the procurement website. It does not appear that there is a Word or PDF file attached to the link for Appendix 4A. Can the State please provide the New York State Zip Code Details PDF file? Will the state be providing updated schedules (Appendix 4A) of issuance for cash access and how frequently will this information be provided?	Issue resolved
215	Appendix 5	2.1.1 Performance Bond (PARA: All);	1	Would the NCS consider lowering the amount of each performance bonds and letter of credit?	No.
216	Appendix 5	2.1.1 Performance Bond (PARA: All);	1	Would the NCS add the following to this clause, “Such performance and/or payment bonds may be issued on an annually renewable basis on annually renewable bond forms to be provided by Contractor’s Surety Bond Broker.”	Yes
217	Appendix 5	ARU PIN Selection (PARA: All);	89	Appendix 5 states that Rhode Island “does not allow ARU PIN selection at this time”. On the same page, it states the EBT contractor must offer PIN selection through both the IVR and the Internet. Would the NCS please clarify?	The State is currently transitioning to a PIN selection process that includes client's calling the vendor SIVR and/or visiting the WEB Portal
218	Appendix 5	2.1.1 Performance Bond (PARA: All);	1	Would the State add a step down provision such that the amount of the surety decreases over the life of the Contract as the risk correspondingly decreases?	No
219	Appendix 5	2.1.2.19 Payment (PARA: All);	8	Would the State confirm that ongoing monthly EBT services do not require monthly acceptance?	The state will conduct monthly acceptance as described in Appendix 5 - RI State Appendix - 2.1.2.19 Payment (PARA: All)
220	Appendix 5	2.1.2.32 Bid Surety (PARA: All);	11	Would the State consider lowering the amount of the bond?	No

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221	Appendix 5	2.1.2.33 Bid Surety (PARA: All);	12	Would the State add the following to this clause, "Such performance bonds may be issued on an annually renewable basis on annually renewable bond forms to be provided by Contractor's Surety Bond Broker."	Yes
222	Appendix 5	2.1.2.33 Bid Surety (PARA: All);	12	Would the State add a step down provision such that the amount of the surety decreases over the life of the Contract as the risk correspondingly decreases?	No
223	Appendix 5	2.1.2.35 Indemnity (PARA: All);	13	Would the State limit liability to the direct negligent acts or omissions of Contractor?	No
224	Appendix 6	2.13 Letter of Credit or Performance Bond (PARA: All);	5	Would the State consider a Performance Bond instead of a Letter of Credit?	Yes. Per Section 2.13 an LOC OR Performance Bond is required.
225	Appendix 6	2.13 Letter of Credit or Performance Bond (PARA: All);	5	If it converts the Letter of Credit to a Performance Bond, would the State add the following to this clause, "Such performance bonds may be issued on an annually renewable basis on annually renewable bond forms to be provided by Contractor's Surety Bond Broker."	Yes
226	Appendix 6	2.13 Letter of Credit or Performance Bond (PARA: All);	5	Would the State add a step down provision such that the amount of the surety decreases over the life of the Contract as the risk correspondingly decreases?	No
227	Appendix 6	B.14.2 Invoices (PARA: All);	39	Would the State add that payment will be made within 30 days of receipt of invoice?	Yes
228	Appendix 6	C.4 Appropriations (PARA: All);	41	Would the State agree to compensate Vendor for any unamortized costs and reasonable wind-down costs in the event of a termination for non-appropriation?	Yes, and this would be subject to approval by the Attorney General for the state of Vermont.
229	Appendix 6	C.6 Independence, Liability (PARA: All);	41	Would the State limit liability to the direct negligent acts or omissions solely of Contractor?	No
230	Appendix 6	C.10 Records Available for Audit (PARA: All);	43	Would the State confirm that Contractor records do not include proprietary financial information or confidential personnel data?	Yes

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231	Appendix 6	F.10 Intellectual Property/Work Product Ownership (PARA: All);	53	Does the State agree that all intellectual property developed prior to or independently of this project shall continue to be owned by vendor or any relevant third parties?	Yes
232	Appendix 6	F.10 Intellectual Property/Work Product Ownership (PARA: All);	53	Would the State confirm that the use of Contractor proprietary software will be for the term of the Agreement only?	Yes
233	Appendix 6	Attachment B:Program Costs & Payment Provisions Section 14: Pricing Requirements (PARA: All);	39	The State of Vermont has provided specific pricing requirements in addition to the NCS requirements. Would the NCS please specify where vendors should list their pricing?	Bidder responses to VT specific requirements in RFP Appendix 6 Attachment B should be submitted in a separate document titled Responses to Vermont Specific Requirements.
234	Appendix 6	2.13 Letter of Credit or Performance Bond (PARA: All);	5	Would the State delete the requirement for a Letter of Credit?	No
235	Appendix 6	2.13 Letter of Credit or Performance Bond (PARA: All);	5	Would the State consider lowering the amount of the letter of credit?	No
236	NY Appendix 4-A			Appendix 4-A, The NYS Zip Code Detail Cash Issuance, contains the same zip code multiple times and some zip codes mapping to more than one county. Can the State provide a listing representing one zip code to the correct corresponding county?	Appendix 4A will be amended to report the one zip code for the corresponding county.

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237	Revised 13.1 2.4	Proposal Submission Timetable		<p>The revised Section 13.1, Proposal Submission indicates a due date of January 18, 2013. FNS recommends states provide bidders 60 to 90 days to respond to a single-state, standard EBT RFP. The NCS has provided just over 60 days for bidders to respond, however its RFP contains nearly 1,000 pages of detailed and complex requirements and background information for six states, in addition to the more than 350 pages of similar requirements and information issued by the Commonwealth of Massachusetts, requesting services for SNAP, TANF, WIC, direct deposit, branded debit card and SDU (NH only). Although just over 60 days has been allotted, this time period overlaps three major holidays affectively reducing the business days to respond. In order for bidders to thoroughly analyze the states' requirements and compile a comprehensive and cost-efficient proposal which will serve the best interests of the member-states, will the NCS extend the submission deadline at least 30 days from the current due date of January 18, 2013?</p>	<p>The RFP was amended to extend the proposal date to February 1, 2013.</p>
238	State of Rhode Island State Appendix	ARU PIN Selection	89	<p>Rhode Island does not allow ARU PIN selection functionality at this time.</p> <p>Question: Is this accurate? This functionality is currently in place on the RI SIVR and in another spot on the same page it does state PIN selection is allowed through the IVR. In the glossary of terms ARU and IVR and defined together.</p>	<p>The State is planning to transition in the very near future to a PIN selection process that includes client's calling the vendor SIVR and/or visiting the WEB Portal.</p>

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239		Various Sections	<p>Multiple draft plans/documents are requested throughout the RFP as follows:</p> <ul style="list-style-type: none"> - Section 6.2.1.7, pg. 162, draft System Security Plan - Section 7.1.1, pg. 163, draft Business Continuation and Recovery Plan - Section 7.2.1, pg. 165, draft Disaster Services Plan - Section 10.0, pg. 223, draft Cash Access Plan - Section 11.3.1, pg. 229, draft Functional Design Doc - Section 11.5.1, pg. 243, draft NCS-wide Transition Plan - Section 11.5.1, pg. 243, draft Transition Plan for each of the six states - Section 11.8.1, pg. 256, draft Change & Release Management Plan <p>The final versions of these 13 draft documents will require a number of details to be included that won't be fully defined until the Design Phase of the project is complete for each state. Given the level of detail in these documents and the additional hundreds of pages that will be added to each Offeror's response, will the NCS allow Offerors to provide descriptions of these documents in their technical response and only the Contractor to provide the actual completed plans/documents?</p>	<p>As required by the RFP, Offerors shall submit a draft for each of the plans below. The Contractor shall then submit an updated draft of each plan 30 calendar days after the CSA's contract start date:</p> <ul style="list-style-type: none"> • System Security Plan • Business Continuation and Recovery Plan • Disaster Services Plan • Cash Access Plan • Functional Design Document • NCS Transition/Conversion Plan • Individual CSA Transition/Conversion Plans • Change and Release Management Plan • Incident and Problem Management Plan <p>Final, completed versions of the plans are not due until 90 days after each State's contract start date at the conclusion of the design phase.</p>
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