

ELECTRONIC BENEFIT TRANSFER (EBT) SERVICES AGREEMENT

BETWEEN

THE TERRITORY OF GUAM, DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES, DIVISION OF PUBLIC WELFARE, BUREAU OF ECONOMIC SECURITY (DPHSS DPW BES)

AND

FIDELITY INFORMATION SERVICES, LLC (FIS)

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[Signature]
JUN 21 2017
Bureau of Budget and Management Research

WSEA EBT Alliance Colorado RFP 2015000247 for the Re-Procurement of EBT Services

THIS AGREEMENT is entered into by and between the Territory of Guam, Department of Public Health and Social Services, Division of Public Welfare, Bureau of Economic Security (DPHSS DPW BES, Guam or the government of Guam), a line agency of the government of Guam whose address is 123 Chalan Kareta, Mangilao, Guam 96923-6304 and Fidelity Information Services, LLC (FIS or Contractor), a limited liability company under the laws of Arkansas, whose principal place of business is 601 Riverside Ave., Jacksonville, FL 33204; and who also has an office at 11000 West Lake Park Dr., Milwaukee, WI 53224.

WHEREAS, the DPHSS DPW BES provides the following Guam-wide programs: Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families, Aid to Permanently and Totally Disabled, Aid to the Blind, Old Age Assistance, General Assistance and D-SNAP program; under the administration of the Food and Nutrition Service (FNS) of the U.S. Department of Agriculture (USDA), and the Administration for Children and Families under the U.S. Department of Health & Human Services; that utilize the Electronic Benefit Transfer (EBT) program systems as part of DPHSS DPW BES Federal Financial Participation (FFP) funding.

WHEREAS, the DPHSS DPW BES currently uses Guam's Public Health Program (PHPro) Eligibility System; and DPHSS DPW BES has procured USDA FNS compliant EBT services as part of an alliance in 2002 and 2009 with the Western State EBT Alliance (WSEA) for EBT Services; which for the current solicitation in addition to the Territory of Guam includes the participating states of Alaska, Arizona, Colorado, Hawaii, Idaho, Nebraska and Wyoming (jointly the WSEA states); and the lead state of Colorado's WSEA EBT RFP 2015000247 for the Re-Procurement of EBT Services, dated June 15, 2015 (RFP).

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WHEREAS, the WSEA states have mutual objectives and goals for the continuation of EBT in each state, and by sharing in the procurement are able to achieve economies of scale in volumes of transactions through tiered pricing and common system functionality. Additionally, the WSEA states are able to cooperate in the development and implementation of new Federal regulations and technological changes.

WHEREAS, in this procurement the WSEA states are re-procuring EBT system services to replace their exiting EBT service vendor in a convergence phased process, so that all the WSEA states are able to continue their EBT system programs in a seamless manner.

WHEREAS, the DPHSS DPW BES is authorized to participate in joinder mutual use WSEA EBT alliance procurements under Guam procurement law, and the Director of DPHSS has determined that the Colorado WSEA EBT Alliance procurement was conducted in a competitive manner, in keeping with Title 5 Guam Code Annotated (GCA) Section 5126.

WHEREAS, FIS submitted its proposal dated September 14, 2015 in response to the RFP, and was evaluated by the WSEA states as the best qualified offeror in keeping with the requirements set forth in the RFP, and on November 16, 2015 a notice of award was issued to FIS; with the contract awarded to be individually negotiated and executed as between each WSEA state in keeping with each state's requirements and terms and conditions.

WHEREAS, DPHSS DPW BES prior EBT service vendor's contract expires on September 30, 2017 (*with the expression by the prior EBT service vendor that it would like to complete its full exit transition prior to that date*).

WHEREAS, the performance of FIS as to implementation, transition and convergence to its services occurs over a period of time in a cooperative manner with the exiting EBT vendor and DPHSS DPW BES; but that any billing and invoicing by FIS to DPHSS DPW BES does not occur until there has been a complete transition from the exiting EBT vendor, as accepted by DPHSS DPW BES and approved by FNS, and FIS performing one month of billable EBT services for DPHSS DPW BES.

WHEREAS, at the time of execution there are no funds certified to this Agreement; however, at a future date funds are to be certified to this Agreement; and thereafter on a fiscal year annual basis. The government of Guam's fiscal year is from October 1st to September 30th.

The availability of funds is based upon anticipated case load as follows:

Accounts:

1. 5101B171729MA101 (SNAP)
2. 5101H171728PA108 (Cash Assistance)

	Total	SNAP	Cash
<i>FY 2017 *</i>	\$ 27,029.14	\$25,988.39	\$1,040.75
FY 2018	\$103,953.55	\$99,790.57	\$4,162.98
FY 2019	\$108,345.87	\$104,023.07	\$4,322.81
FY 2020	\$112,957.82	\$108,467.19	\$4,490.63
FY 2021	\$117,800.36	\$113,133.52	\$4,666.84
FY 2022	\$122,885.03	\$118,033.17	\$4,851.86
FY 2023	\$128,223.93	\$123,177.80	\$5,046.13
FY 2024	\$133,829.78	\$128,579.66	\$5,250.11
Grand Total:	\$853,984.73	\$796,245.73	\$32,791.36

*** FY 2017 funds for the 4th QTR are as indicated above; however, it is noted that FIS is replacing DPHSS DPW BES exiting EBT service vendor in a manner where this is no overlap of monthly billing services. FY 2017 funds have been certified to the exiting EBT vendor's contract in keeping with their contract's expiration date of September 30, 2017; but will be re-assigned and made available in this contract, in the event the FIS service implementation and testing is complete and there is a FIS billable service incurred in FY 2017.*

*** After September 30, 2024, there is an option to renew the contract, subject to FNS approval, and DPHSS DPW BES' sole option, up to two additional one year periods. In the event of an exercise of a one year extension period, and anticipated case load, the following additional funds would be anticipated to be included:*

<i>FY2025</i>	<i>\$139,715.91</i>	<i>\$134,251.62</i>	<i>\$5,464.30</i>
<i>FY2026</i>	<i>\$145,896.36</i>	<i>\$140,207.17</i>	<i>\$5,689.19</i>
<i>Total</i>	<i>\$285,612.27</i>	<i>\$274,458.79</i>	<i>\$11,153.49</i>

NOW, THEREFORE, and in consideration of the mutual covenants hereinafter set forth, DPHSS DPW BES and the Contractor mutually agree as follows:

Section 1. Purpose. The purpose of this Agreement is to set forth the terms and conditions by which the Contractor shall transition, convert and then continue with the operations of the EBT program from DPHSS DPW BES' exiting vendor to FIS. The continued operations of the EBT system will allow for the electronic issuances of the SNAP, Temporary Assistance for Needy Families, Aid to Permanently and Totally Disabled, Aid to the Blind, Old Age Assistance, General Assistance and D-SNAP program to DPHSS DPW BES' clients and retailers. These services are more fully described in the RFP dated June 16, 2015, responses thereto, the Contractor's Technical Proposal dated September 14, 2015, and the Contractor's Cost Proposal.

Section 2. Term of Contract. This Agreement shall take effect upon the date it is signed by the Governor of Guam (the Effective Date).

2.1. Notice to Proceed. DPHSS DPW BES will provide Contractor with a written notice to proceed after the Effective Date (Notice to Proceed or NTP).

2.2. Initial Term. The initial term of this Agreement is from the Effective Date through September 30, 2024. This Agreement is subject to the appropriation, availability and allocation of funds.

2.3. Option to Renew. This Agreement at the option of DPHSS DPW BES, and prior approval of FNS, may be renewed for up to two (2) one (1) year periods, subject to the appropriation, availability and allocation of funds.

2.4. Multi-Term Contract. The DPHSS DPW BES shall notify the Contractor on a timely basis in writing that funds are, or are not, available for the continuation of the contract for each succeeding Fiscal Year period. In the event of cancellation of this multi-term contract as provided above Contractor will be reimbursed its unamortized, reasonably incurred, nonrecurring costs.

Section 3. Payment. DPHSS DPW BES agrees to pay the Contractor for the services described in the RFP, the Contractor's Technical Proposal and the Contractor's Cost Proposal. The total payment under this contract through September 30, 2024, based on anticipated case load, shall not exceed the amount of Eight Hundred Fifty Three Thousand, Nine Hundred Eighty Four and Seventy Three Cents (\$853,984.73). The Eight Hundred Fifty Three Thousand, Nine Hundred Eighty Four and Seventy Three Cents (\$853,984.73) includes the Aggregate Pricing/Costs (below), and DPHSS DPW BES's election of the option to include the high speed embosser including monthly maintenance and supplies, at a unit price of Three Hundred Forty-Eight (\$348.00) monthly, in a total not to exceed the amount of One Hundred Twelve Thousand Seven

Hundred Fifty Dollars (\$112,750.00) thru September 30, 2024, and additionally includes any other optional pluses or minus as set forth below through September 2024.

DPHSS DPW BES has identified funds in the not to exceed amount of Eight Hundred Fifty Three Thousand, Nine Hundred Eighty Four and Seventy Three Cents (\$853,984.73) in the Recitals above. No payment shall be made for work performed before the Effective Date of this Agreement. Except as otherwise provided in this Agreement, the Contractor shall pay all costs and expenses incurred by the Contractor or on its behalf in connection with Contractor's performance and compliance with all Contractor's obligations under this Agreement.

3.1. Aggregate Pricing/Cost. The Contractor's compensation for the Core EBT services provided to the WSEA states including Guam DPHSS DPW BES is based on a Cost Per Case Month (CPCM) in a tiered manner. The tiers are SNAP Only, Cash Only and the Combined SNAP and Cash with cost/price adjustable in keeping with the requirements of the RFP, the Contractor's Technical Proposal and the Contractor's Cost Proposal and applicable between the parties as follows:

- the CPCM price of \$0.4781 per Guam SNAP case
- the CPCM price of \$.2981 per Guam Cash Only case
- the price of \$0.6681 for Combined SNAP and Case CPCM

This CPCM is subject to change monthly based on the combined case volume of all WSEA states if the caseload were to exceed 1,250,000 cases.

Note: In Schedule 5 of the Contractor's Cost Proposal "Increase or Decrease in CPCM – Optional Services", the DPHSS DPW BES elects to exclude within the core CPCM fees the hologram on the card at a minus (-) \$0.0019 decrease. The CPCM price per Guam SNAP case is \$0.4781.

3.2. Additional options. The DPHSS DPW BES opts to include the high speed embosser including monthly maintenance and supplies, at a unit price of Three Hundred Forty-Eight (\$348.00) monthly as proposed by the Contractor, in a total not to exceed the amount of One Hundred Twelve Thousand Seven Hundred Fifty Dollars (\$112,750.00) through September 30, 2024.

3.2.1 Schedule 1. In accordance with Contractor's Cost Proposal Tab 1 Schedule 1: Contractor waives all transition/conversion and implementation cost, with a firm fixed price of \$0.

3.2.2. Schedule 2. In accordance with Contractor's Cost Proposal Tab 1 Schedule 2: CPCM Pricing for Core Services, Guam elects SNAP Only Tier. The CPCM includes a "case" defined as a single beneficiary unit receiving benefits through a single EBT account for one or more SNAP/Cash benefit programs. And for invoicing purposes, active cases shall be those cases for which a benefit authorization has been posted to the account during the month, and that disaster cases, if any shall be included in the total billing per month case count. The billing month's invoice provide by the Contractor to DPHSS DPW BES, and each of the other WSEA States, will based upon the total number of active cases for all participating WSEA States during that billing month.

The Schedule 2 CPCM price for SNAP only accounts includes costs for interoperability transactions. The Contractor will not receive support for interoperability of SNAP EBT transactions for the WSEA States.

3.2.3. Schedule 3. In accordance with Contractor's Cost Proposal Tab 1 Schedule 3: Per Unit Hardware Prices, most of the required hardware to DPHSS DPW BES and other WSEA States is provided by the Contractor at no costs for the programs outlined in the RFP. With regard to devices for which the Contractor has provided a per unit price other than \$0, the parties agree that such hardware may be purchased by DPHSS DPW BES and the other WSEA States with no minimum or maximum purchase amounts of any of the hardware.

The parties agree to the brand, model number, and technical information for Schedule 3 Hardware.

The DPHSS DPW BES elects the following payment options:

The monthly lease price, including maintenance and supplies for the EBT-only POS terminal with integrated PIN pad (VeriFone VX 520 POS) of \$0.00 per terminal or the EBT-only terminal with hand-held PIN pad (VeriFone VX 520 with the VeriFone PINpad 1000SE) of \$0.00 per terminal. Note that the selection of the terminal device is left up to the individual retailers. The monthly invoice shall identify the actual number and location of the government-sponsored EBT-only POS terminals deployed.

DPHSS DPW BES's also elects the option to lease the Contractor's magnetic stripe card reader devices for the assignment of the EBT cards and PIN selection, which will be at no cost to the DPHSS DPW BES.

Although DPHSS DPW BES is currently not leasing any of the Contractor's wireless-EBT only terminals, the DPHSS DPW BES reserves the right to opt for the monthly maintenance and communication fee, including supplies, of the wireless EBT-only POS terminal and the monthly lease price, including maintenance and supplies, per wireless EBT-only POS terminal of \$60.00, at any time during the term of the period. Note that the selection of the terminal device is left to the individual retailers. Such cost shall commence from the start of the contract terms. The monthly invoice shall identify the actual number and location of the government sponsored EBT only POS terminals deployed.

The DPHSS DPW BES's option is also to reserve the right to opt for the High Speed Embosser and the monthly lease price, including maintenance and suppliers, per embosser \$348.00.

The DPHSS DPW BES will also opt for the investigative/test cards at no cost to the DPHSS DPW BES at any time during the course of this contract period.

3.2.4. Schedule 4. In accordance with Contractor's Cost Proposal Tab 1 Schedule 4: EBT Fee for Services DPHSS DPW BES elects the following optional services:

Calls to the ARU/CSR in excess of the basic level of service 4 (refer to RFP Section 10.8) per call unit price \$ 0.00.

ACH Fee: for direct deposit to client and provider bank accounts - per ACH Transaction - \$0.02.

Although DPHSS DPW BES is currently not using the Contractor's professional services in excess of 300.00 hours per year, the DPHSS

DPW BES reserves the right to opt for the professional service in excess of 300 hours per year at a cost of per labor hour in the amount of \$70.00 in keeping with RFP Section 10.17.3.

Level II Disaster Services – per incident - \$0.00 in keeping with RFP Section 10.18.3.

3.2.5. Schedule 5. The DPHSS DPW BES selects the following EBT optional services from Contractor's Cost Proposal Tab1 Schedule 5 Increase or Decrease in CPCM- Optional Services to exclude within the core CPCM fees on:

On shore customer service center – increase in the core CPCM of \$0.00 costs

Interpretive Services for CSR support up to five (5) languages in addition to English and Spanish –increase in CPCM of \$0.00 costs

One (1) free ATM transaction per month provided by DPHSS DPW BES to clients – increase in the core cash CPCM (+) \$0.3000

DPHSS DPW BES reserves the right as to two (2) free ATM transactions per month provided by DPHSS DPW BES to clients – increase in the core cash CPCM (+) \$0.4500

Increase in number of base level professional hours to 400 per year – increase in the core CPCM (+) \$0.0030

Provide Client Training Digital Media – increase in the core CPCM of \$0.00 costs

Issue all new and replacement cards over the counter – decrease in the core CPCM (-) \$0.0150.

3.2.6. Schedule 6.

The DPHSS DPW BES reserves the right as to the following EBT optional services from Contractor's Cost Proposal Tab1 Schedule 6- Optional Disaster Cards – Vault Card and PIN Stock for the unit costs per Disaster Card/PIN Stock for the quantities specified. \$0.175 for less than 40,000 cards/PINS

3.2.7. Schedules 7, 8 & 9. Schedule 7 Optional Financial Remedies has not been elected by DPHSS DPW BES. Schedule 8 Branded Debt Card Fees pricing has not been elected by DPHSS DPW BES at this time. Schedule 9 WIC Start-Up Costs is not applicable to this Agreement.

3.3. Financial obligation of DPHSS DPW BES, to the Contractor is contingent upon funds being appropriated, budgeted and otherwise made available. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the prices of the supplies or services delivered under the contract. DPHSS DPW BES's certification of funds to this Agreement shall be made by Amendment, executed by the parties; on annual basis. There may be multiple certifications of funds in any Fiscal Year.

3.4. Federal Funds Contingency - Payment pursuant to this Agreement, if in federal funds, whether in whole or in part, is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. In the event that said funds, or any thereof, become unavailable as reasonably determined by DPHSS DPW BES, the DPHSS DPW BES may suspend this Agreement or the portion affected hereby for ninety (90) days or amend it accordingly.

3.5. The Contractor shall submit a monthly invoice, in a form prescribed by the DPHSS DPW BES, which at a minimum shall include the period of service covered by the invoice and shall itemize the following: total number of active cases served for DPHSS DPW BES segmented by SNAP Only cases, Cash Only, and Combined SNAP and Cash cases, the appropriate CPCM cost/price, the total CPCM pricing for all cases served; equipment by type, number of units and cost per unit, and total cost by type of equipment; any other fees or services, adjustments, applicable taxes and total amount due. The base CPCM paid by each WSEA State shall be based on the total active WSEA caseload which shall be reported on the invoice. Invoices must be received by DPHSS DPW BES within two (2) weeks of the close of the month being billed. The invoice must be accompanied by supporting documentation that substantiates each individual line item on the invoice. DPHSS DPW BES reserves the right to validate and substantiate invoices for a period of thirty (30) days after which DPHSS DPW BES shall promptly pay the Contractor. The Contractor shall submit invoices in sufficient detail and with source documentation to ensure that payments may be made in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of the DPHSS DPW BES.

3.6. Final Payment. Final payment shall be made upon satisfactory delivery and acceptance of all deliverable, products, and professional services as herein specified and performed under the contract.

3.7. The Contractor shall be responsible for the professional and technical accuracy of all work and materials furnished under the contract. The Contractor shall, without additional cost to DPHSS DPW BES, correct or revise all errors of deficiencies in its work.

3.8. DPHSS DPW BES's review, approval, acceptance of, and payment of fees for, services required under this Agreement contract shall not be construed to operate as a waiver of any rights under the contract or of any cause of action arising out of Contractor's failure to perform the services required, and the Contractor shall be and remain liable to the government of Guam for all costs of any kind which may be incurred as a result of Contractor's negligent performance of any of the services required to be performed under the contract.

3.9. DPHSS DPW BES shall have the right to withhold payments to the Contractor as set forth in this Agreement.

Section 4. Contractor's Responsibilities. The Contractor shall, in a proper and satisfactory manner as determined by the government of Guam, provide the EBT system services set forth in the State of Colorado RFP #2015000247 ("RFP"), the Contractor's Technical and Qualification Proposal, and the Contractor's Cost Proposal. The RFP, the Contractor's Technical and Qualification Proposal and the Contractor's Cost Proposal are already existing documents, and incorporated herein as if fully re-written, and are made a part of this Agreement. The Contractor's Cost Proposal is an attachment to this Agreement.

4.1. The Contractor agrees to maintain its Project Management, Organization and Staffing and those of any of its Subcontractors as agreed in Contractor's Proposal.

4.2. The Contractor agrees to maintain service levels in keeping with Performance Requirements throughout the contract in keeping with WSEA Performance Standards.

4.3. The Contractor agrees to provide Project Deliverables and Documentation in keeping with the RFP, including the following: Standardized Deliverables and Documentation, Deliverable and Document Provision and Format, Deliverable and Documentation Reviews, Deliverable Acceptance and Deliverable and Documentation Due Dates. The Project Deliverables and Documentation include but are not limited to the following:

- Status Reports

- Project Work Plan and Schedule
- Transition and Implementation Plans
- Functional Design and Detailed Design Documents
- Integrated Voice Response (IVR) Scripts
- Card Design
- System Operations and Interface Procedures Manual
- System Life Cycle Test Plan
- Test Documentation
- Back-up and Contingency Plan
- System Security Plan
- Training Plans and Materials
- Report Manual
- Retailer and Third Party Agreements
- Settlement and Reconciliation Manual
- Administrative Functionality Manual
- End-of-Contract Transition Plan.

The Contractor agrees to the timeframe for Project Deliverables and Documentation set forth in the Table of Deliverables, which is labeled "Appendix 1" attached to this Agreement, and incorporated herein as if fully re-written. Appendix 1 includes the NTP issued by DPHSS DPW BES, after the Effective Date to the Contract. Appendix 1 is a working document, which will be updated once performance has begun.

4.4. The Contractor agrees to complete Transition/Conversion and Implementation services in keeping with requirements for SNAP/CASH EBT, Project Initiation, Requirements Validation Sessions and Systems Configurations; as well as Transition and Conversion of SNAP/Cash EBT: Continuity of Services, Retailer Conversion, Database Conversion, EBT Card Conversion, Establish Interfaces to State and FNS Systems and Staff Training; and, End of Contract Transition.

4.5. The Contractor agrees to complete System Testing Requirements: Connectivity Testing, Interface Testing, Functional Demonstration, User Acceptance Test, Performance (Stress) Testing, IVR Testing, and Contingency Testing.

4.6. The Contractor agrees its EBT System Solution shall meet Technical and Functional Requirements for each of the items listed below as further described in the RFP : EBT Benefit Delivery Methods, EBT Account Structure (Benefit Types and Primary Program Designation), Account Set-up and Benefit Authorizations (Set-up EBT Account, Pending Account Status, Benefit Authorization, EBT Account Number, EBT Account Maintenance, WSEA File and Record Formats, Authorized Representatives and/or Alternative Cardholders, Protective Payees and Fraud Investigative Accounts); EBT Card Production and Management (State Specific EBT Cards, EBT Card Design, Compliance with FNS Regulations, High Coercivity Magnetic Stripe, Track 2 Format, Primary Account Number (PAN), Non-Discrimination Language, Card Sleeve and Personal Identification Number); Card and Pin Issuance (State Specific Card and Pin Issuance Requirements, Card Distribution and Inventory Controls, Magnetic Stripe Swipe Terminals, Issuance Timeframes for Cards Mailed by the EBT Contractor, New and Replacement Cards Issued by the State, Mass Reissuance of EBT Card Base and Alternative Card Technologies); Transaction Processing (Transaction Interchange Specifications, Transaction Validation, Encryption, POS SNAP Transactions, POS Cash Transactions, ATM Transactions, SNAP Refund Transactions, Manual SNAP Transactions, Account Adjustments, Invalid PIN Attempts, Interoperability Standard, Restrictive Interchange, Store and Forward Transactions and Other Exception Transactions); Administrative Functionality (Use Profiles, State Administrative Functions, FNS Administrative Functionality); Cardholder Customer Service (Basic Level Service, Cardholder CSC Requirements, Cardholder Customer Service Functional Requirements, Cardholder Customer Service Representatives, Integrated Voice Response, Cardholder Website and Payphone Block); Retailer Customer Service (Retailer Service Level Requirements, Retailer CSC Functional Requirements, Retailer Customer Service Website); State and Local Office Assistance, Retailer Management (SNAP Retailer Recruitment and Participation, Retailer and Third Party Acquirer Agreements, Retailer/Vendor Database, EBT-Only Retailer Support, Retailer/Vendor Transactions, Retailer Phone Lines, Retailer Test Cards, Retailer Lease Equipment, Manual Vouchers, Third Party Processors, Cash Access, SNAP Restaurant Program); Settlement and Reconciliation, (Reconciliation Training and Settlement); ACH Services (Use of Current File Formats, Pre-note Process, NOC, Returns, ACH Administrative Services, 1099 Statements); Branded Debit Cards, EBT Reporting (Daily and Monthly Activity Data Files, Standard Reporting, Data Warehouse Functionality, Ad-hoc Reporting Capability, Financial Reports, Conversion Reporting, Program Reports, Batch File Reports, System Performance Reports, Non-System Performance Reports,

Statistical Reports, Administrative Function Security Reports, Customer Service Reports, Notice of Change Orders); USDA Data Files (SNAP AMA File, "STARS" SNAP Redemption Reporting File, SNAP Alert File); Change Management Process (Design Issues, Program Baseline, Changes to the Program Baseline, Updates to the System Documentation, Testing of System Modification, Change Request Control Process, Change Requests from the State, Conformance with Policy, Regulations, Laws, and QUEST® Operating Rules, Access to the Test Environment); Disaster Support (Support for the Disaster Response, Level I Services, Level II Services); System Security (Back-up and Contingency Requirements, Control and Security Requirements, Facilities Physical Safety, EBT Systems Security, Systems Data Security, Inspections, Audits and Investigations, Certification and Examination, Incident Reporting); Fraud Detection.

4.7. Business Requirements. The Contractor agrees to comply with all Guam and Federal laws, regulations and the business requirements, program rules, guidelines specified in the RFP. RFP Section 5 Business Requirements and Contractor's Proposal Section 4 Business Requirements set forth: EBT Contractor Liabilities, Invoicing for Cash & SNAP EBT Services, Accounting and Audit Requirements, Contract Performance Requirements, Right to Inspect, Correct or Stop Services, Deductions for Errors in Processing Benefits, Hold Back Remedies for Non-Compliance, and Financial Remedies for Conversion or Implementation of Delays.

The parties agree as follows in keeping with RFP Section 5.1.:

Contractor Liabilities.

The Contractor shall have financial liability for Contractor or system processing errors and omissions including errors resulting from fraud and abuse on the part of the Contractor, its agents or employees. Federal and State funds may not be drawn down or requested for over-issuances or transactions in excess of the authorized recipients' benefit allotment. The Contractor shall be responsible for the following:

Contractor Errors in the Disbursement or Authorization of Funds. The Contractor shall be liable for Contractor errors in the authorization or disbursement into a client account of funds related to state-administered programs as described in OMB Circular A-87, 45 CFR 200, 45 CFR 74, and 7 CFR 276. Guam is responsible for losses resulting from its providing erroneous information to the Contractor.

Contractor Errors in Transaction Processing and Settlement. The Contractor shall bear all liability for any losses resulting from errors or omissions by Contractor its representatives or subcontractors including fraud and abuse on the part of the Contractor or in the

performance of transaction processing and settlement. These liabilities shall include, but are not limited to:

- Any duplicate or erroneous postings to a client account.
- Any losses from funds drawn from an account after the client notified the Contractor that the card had been lost or stolen provided that Contractor has received the information necessary to enable it to disable a lost/stolen card.
- Any losses from transactions performed with cards issued but not activated by the client and/or the Contractor.
- Any damages or losses suffered by a Federal or State agency due to negligence on the part of the Contractor in the performance of its obligations related to transaction processing and settlement.
- Any loss of benefits caused by fraud or abuse by the Contractor or its representatives or subcontractors.

4.8. WSEA Performance Standards. The Contractor agrees to ensure that the EBT system and services comply with FNS performance and technical standards as specified in CFR § 274.8(b). The following tables define FNS and WSEA performance operating and conversion standards for the delivery of EBT services and the performance deficiencies that may trigger the invocation of hold-back or other remedies.

4.8.1. EBT Central Computer Uptime.

Operating Performance Standard

The EBT Central Computer shall be up and available 99.9% of the scheduled uptime, 24 hours per day, seven days per week measured on a monthly basis, in accordance with processing specifications and requirements (refer to Section 10 in the RFP). Scheduled uptime shall mean the time the database is available and accessible for transaction processing and excludes scheduled downtime for routine maintenance. The EBT Central Computer consists of all system functions over which the Contractor/ Subcontractor has direct control, either directly or through a subcontractor relationship.

Performance Deficiency

Failure of EBT Central Computer to be up and available 99.9% of the scheduled uptime measured on a calendar monthly basis.

4.8.2. EBT System Uptime.

Operating Performance Standard

The total EBT system, including the host computer, any network, intermediate processing facilities or gateway, shall be available 99% of scheduled uptime, 24 hours per day, seven (7) days per week, in accordance with processing specifications and requirements (refer to Section 10 in the RFP).

Performance Deficiency

Failure of the total EBT system within the EBT processor's control to be "up" 99% of the scheduled uptime measured on a monthly basis.

4.8.3. EBT System Modifications.

Operating Performance Standard

The EBT System shall not be unilaterally modified without providing prior notification to DPH&SS DPW BES.

Performance Deficiency

Modification to the system without prior notification to the State which adversely affects State operations or their clients.

4.8.4. Scheduled Maintenance of the WIC EBT system.

Intentionally Left Blank – There is no DPHSS DPW BES WIC EBT system part of this contract.

4.8.5. Downtime Scheduling.

Operating Performance Standard

Schedule downtime during early morning hours only, i.e., between 1:00 AM and 5:00 AM Guam local time.

Performance Deficiency

Failure to schedule downtime during early morning hours, i.e., between 1:00 AM and 5:00 AM Guam local time.

4.8.6. EBT Switching Services.

Operating Performance Standard

The Debit Switch service shall be available 99.8% in any calendar month after deducting for scheduled downtime or failure of communication lines or telecommunications equipment out of the reasonable control of the Contractor, in accordance with contract requirements.

Performance Deficiency

Failure to provide Debit Switch availability 99.8% of the time in any calendar month.

4.8.7. Settlement and Reconciliation.

Operating Performance Standard

The timeframe for ACH settlement window shall be met 100% of the time measured within a 30-day rolling window.

AMA entries shall be made with 100% accuracy.

STARS daily redemption totals shall be provided to the Benefit Redemption System Branch (BRSB) at least weekly with 100% accuracy.

The Contractor shall notify the State of any settlement or reconciliation discrepancies within 12 hours.

Performance Deficiency

Failure to meet timeframe for ACH settlement window 100% of the time measured within a 30-day rolling window.

Two or more errors in providing AMA data to the FRB of Richmond within a rolling 60-day period.

Two or more errors in the daily redemption totals provided to the BRSB within a 60-day rolling period.

Failure to provide notice of discrepancy with 12 hours.

4.8.8. Acceptance of Data or File Transmissions.

Operating Performance Standard

The Contractor's system shall be available to accept account set-up or benefit authorization files or data transmissions 24 hours per day; seven days per week. The EBT System shall be made available within 60 minutes of being notified by the State that their system was not available to accept a file or data transmission.

Performance Deficiency

Failure of the EBT System to be available to accept account set-up or benefit authorization files or data transmissions 24 hours per day; seven days per week.

4.8.9. Card Specifications.

Operating Performance Standard

The Contractor shall provide Guam with an annual attestation indicating that all cards provided to Guam during the preceding year, including disaster card inventories, meet the card specifications required in this Agreement.

In addition, on an annual basis, the Contractor shall have cards randomly selected by Guam from Guam's card inventory tested by an independent lab and shall provide the results of the test to the State. In particular, the test results should indicate the coercivity level and oversted rating of each tested card.

Performance Deficiency

Failure to provide annual attestation. Failure to meet card specifications required in this Agreement.

Failure to conduct annual test of randomly selected cards within 90 days of the contract anniversary date. Failure to provide independent test results within 90 days of the contract anniversary date.

4.8.10. Benefit Availability.

Operating Performance Standard

Guam's SNAP benefits shall be made available within one (1) hour of receipt from Guam. Guam transmits to the Contractor Monday through Friday at 6:30 P.M. (ChSt).

Performance Deficiency

Failure to have benefits available by the State's specified benefit availability time 100% of the time.

4.8.11. Benefit Availability- Daily and Overnight Batch Files or Records- New or Expedited Cases (SNAP/Cash only)

Operating Performance Standard

The Contractor must process daily or overnight batch files or records and make benefits available to clients/providers within one hour of receipt or as specified by the State.

Performance Deficiency

Failure to make benefits available to clients/providers within one hour of receipt of daily or overnight batch files or records or as specified by the State 100% of the time.

4.8.12. Cardholder Account Adjustments

Operating Performance Standard

The Contractor shall investigate and complete State or retailer initiated cardholder adjustments within 10 business days of the date the adjustment request is initiated.

The Contractor shall provide 15 calendar days advance notice to the State prior to posting an adverse (debit) adjustment to a cardholder account.

Performance Deficiency

Failure to investigate and complete an adjustment within 10 business days.

Failure to provide 15 calendar days advance notice to the State before posting an adverse adjustment to a cardholder account.

4.8.13. Inaccurate Transactions.

Operating Performance Standard

No more than two (2) inaccurate transactions per every 10,000 EBT transactions processed including all types of SNAP transactions permitted at POS terminals and processing through the host computer, manual transactions entered into the system, credits to household accounts, and funds transfers to retailers. Accuracy shall be measured on a monthly basis.

Performance Deficiency

Failure to maintain an accuracy standard of no more than two (2) errors per every 10,000 EBT transactions within a calendar month.

4.8.14. Customer and Retailer Help Desk Performance.

Operating Performance Standards

85% of all calls answered within four (4) rings measured over a 2-month period. (4 rings are defined as 25 seconds.)

97% of all calls for Customer Service Representatives (CSR) answered within 2 minutes measured over a 2-month period.

Performance Deficiency

Failure to answer 85% of calls within four (4) rings measured over a 2-month period.

Failure to answer 97% of all calls to CSRs within 2 minutes measured over a 2-month period.

4.8.15. Customer Service Complaints.

Operating Performance Standard The Contractor must respond to customer service complaints within the following timeframes:

Priority One: four (4) hours (e.g., card and account issues that negatively impact a cardholder's ability to access benefits).

Priority Two: three (3) business days (e.g., rudeness or other issues that do not impact a cardholder's ability to access benefits).

Performance Deficiency

Priority One: Failure to respond within four (4) hours.

Priority Two: Failure to respond within three (3) business days.

4.8.16. Host Response Time for Administrative Terminal Transactions.

Operating Performance Standard

Host response time for administrative terminal transactions shall not exceed two (2) seconds 98% of the time measured on a monthly basis.

Performance Deficiency

Failure to respond to administrative terminal transactions within two (2) seconds 98% of the time measured on a monthly basis.

4.8.17. Equipment Installation for EBT-only Retailers.

Operating Performance Standard

100% of POS terminals shall be installed and operational within 14 calendar days after the EBT Contractor receives notification of retailer authorization from FNS measured within a 90-day rolling period. Retailer initiated delays are not included.

This requirement is now limited to only those categories that are exempt from the Agricultural Act of 2014 provision regarding EBT-only terminals, i.e., farmers' markets, direct-marketing farmers, military commissaries, non-profit food buying cooperatives, group living arrangements, treatment

centers, and prepared meal services (except restaurants participating in State-option restaurant programs).

Performance Deficiency

Failure to install 95% of the terminals within 14 calendar days of the EBT Contractor's receipt of notification of retailer authorization from FNS measured within a 90-day rolling period, not including a delay in signing the contract by the retailer. Failure to follow up with a retailer who has not returned a contract within the allotted 10 calendar days.

4.8.18. EBT-Only POS Equipment Replacement.

Operating Performance Standard

The Contractor must ship, via express delivery, replacement POS equipment within two (2) business days of a request for a replacement of faulty equipment.

Performance Deficiency

Failure to ship replacement POS equipment via express delivery within two (2) business days of a request 98% of the time measured within a 30-day rolling period.

4.8.19. PIN Selection Equipment Replacement.

Operating Performance Standard

The Contractor must ship, via express delivery, replacement PIN selection terminals within one (1) business day of a request for a replacement.

Performance Deficiency

Failure to ship a PIN selection terminal via express delivery within one (1) business day of a request for a replacement terminal 98% of the time measured on a monthly basis.

4.8.20. PIN Selection Device User ID/Password Reset.

Operating Performance Standard

The Contractor shall provide PIN Selection devices that allow the State employees to manage user security locally without any need for assistance from the Contractor.

Performance Deficiency

Any failure to allow State employee to manage user security, measured on a monthly basis.

4.8.21. Access to System by Retailers Using a Third Party Processor or Driving Their Own Terminals.

Operating Performance Standard

When a retailer chooses to employ a third party processor to drive its terminals or elects to drive its own terminals, access to the system shall be accomplished within a 30-day period or a mutually agreed upon time, to enable any required functional certification to be performed by the Contractor.

Performance Deficiency

Failure to provide access to the system within a 30-day period, or within the mutually agreed upon time period, to 95% of the retailers using third party processors or driving their own terminals.

4.8.22. Card and PIN Issuance.

Intentionally left blank. Cards are not issued by mail.

4.8.23. Project Status Reporting- After Conversion or Implementation.

Operating Performance Standard

After system conversion, a monthly Status Report shall be provided once a month as specified by the State.

Performance Deficiency

Failure to deliver status reports to the State on a monthly basis.

4.8.24. Response to Enhancement/Change Requests.

Operating Performance Standard

The Contractor shall respond to Enhancement/ Change requests with the estimated hours and time frame to complete the Enhancement and/or Change Request within two weeks of receiving the request. All change requests shall have an approved start and completion date.

In consultation with Guam, the Contractor shall designate Enhancement/Change Requests as low, medium or high priority. Low priority changes shall be initiated within 180 calendar days of written approval by the State. Medium priority changes shall be initiated by the Contractor within 60 calendar days of written approval by Guam and high priority changes shall be initiated by the Contractor within 30 calendar days of written approval by the State (refer to Section 10.17.7 of the RFP).

Progress on open change requests must be included in the regularly scheduled Status Reports (refer to Section 6.5.1 of the RFP).

Performance Deficiency

Failure to provide a response to any Enhancement and/or Change request within the specified timeframe.

Failure to initiate a low priority request within 180 calendar days of written approval by the State.

Failure to initiate a medium priority request within 60 calendar days of written approval by the State.

Failure to initiate a high priority request within 30 calendar days of written approval by the State.

Failure to complete any change request by the approved completion date.

Failure to report progress in Status Reports.

4.8.25. Response to Reported Defects.

Operating Performance Standard

The Contractor shall respond to reported defects/system issues in a timely manner based upon defect priority. Critical priority defects (defects impacting state operations with no work around) shall have a response within two (2) hours of being reported, and shall be resolved as quickly as possible. Medium priority defects (impacting operations but a work around exists) shall have an initial response within four (4) hours, and shall also be resolved as soon as possible. Low priority defects (defects not impacting operations) shall be resolved within one (1) month of being reported.

Status of all reported defects shall be included in the monthly status report until resolved.

Performance Deficiency

Not responding to defects in a timely manner, as specified by defect priority.

Not including the reporting of defects in the Monthly Status Report.

4.8.26. End of Contract Transition.

Operating Performance Standard

After Completion of the contract established through this solicitation, the Contractor shall cooperate with the State, its designees, and a different EBT Contractor during conversion to a different party (see Section 7.4 of the RFP).

Performance Deficiency

Failure to provide information requested by Guam, its designees or a different Contractor, that impairs in any way the transition of EBT services to a subsequent contractor.

4.8.27. ALERT.

Operating Performance Standard

The Contractor shall provide an ALERT file to FNS on a daily basis.

The Contractor shall correct data, as required, within one (1) month of a State request to correct data in the ALERT file.

Performance Deficiency

Failure to provide the ALERT file within two (2) business days.

Failure to correct data within one (1) month of receipt of a request by the State.

4.8.28. Four-Digit Year Compliance.

Operating Performance Standard

The Contractor warrants that it will provide only four-digit year compliant equipment, software, deliverables, and/or other services. This includes standardizing all screens and other graphic presentation of dates to a four-year digit. Four-digit year compliant equipment, deliverables and/or other services can accurately process, calculate compare and sequence data, including without limitation, date data arising out of or relating to leap years and changes in centuries.

Performance Deficiency

Failure to provide four-digit year compliant equipment, software, deliverables, and/or other services.

4.8.29. Viruses and/or Bombs.

Operating Performance Standard

In the event the Contractor provides software to Guam the Contractor warrants that the software provided by the Contractor, including software provided by third parties under this contract, shall contain no viruses, backdoors, bombs, or other software mechanisms, techniques, or devices designed to intercept and retransmit data, provide unauthorized use of system resources, disrupt, disable, or stop its processing of data.

FIS shall pass through to Guam rights to any third-party software warranties against viruses or disruptive software

which are provided by the manufacturer, licensor, or seller of such software.

Program Deficiency

Failure to provide software, including third-party software, free of disruptive viruses, bombs, backdoors or other invasive or destructive techniques.

4.9. SNAP/Cash EBT Conversion Performance Standards (Table 9 RFP).

4.9.1. EBT-only Retailer Conversion.

Conversion Performance Standard

100 percent of EBT-only Retailer POS equipment must be transitioned to the new EBT system one week prior to database conversion.

Conversion Deficiency.

Failure to transition 100 percent of EBT-only Retailer POS equipment one week prior to database conversion, except for any new EBT-only Retailer whose contract is not received from FIS by USDA ten (10) days prior to the conversion date.

4.9.2. Transition and Conversion Timeframes.

Conversion Performance Standard

Once established and approved, the Contractor shall be required to complete conversion and transition activities within agreed upon timeframes.

Conversion Deficiency

Failure to meet agreed upon transition and conversion timeframes.

4.9.3. Database Conversion.

Conversion Performance Standard

Once database conversion timeframes are established and approved, the Contractor shall be required to complete conversion and transition activities within agreed upon timeframes.

Conversion Deficiency

Failure to meet agreed upon database conversion timeframes.

4.9.4. Data Warehouse Conversion.

Conversion Performance Standard

For States utilizing the data warehouse, five years of transaction data shall be loaded into the data warehouse prior to the conversion date. Final catch-up of transaction data from the previous EBT Contractor shall occur within two weeks following the database conversion and processing on the Contractors platform.

Conversion Deficiency

Failure to meet agreed upon data warehouse conversion timeframes.

4.9.5. Project Status Reporting – Prior to Conversion.

Conversion Performance Standard

Prior to conversion, a weekly Status Report shall be provided to DPHSS DPW BES.

Conversion Deficiency

Failure to deliver status report to DPHSS DPW BES on a weekly basis.

Section 5. DPHSS DPW BES Responsibilities. The responsibilities of DPHSS DPW BES are described in RFP 201500247 dated June 16, 2015. The DPHSS DPW BES shall administer this Agreement for the Territory of Guam.

DPHSS DPW BES shall appoint a Single Point of Contract (SPC), who along with the Procurement Officer, the Director of DPHSS or his designee, and the Project Manager, Guam

Chief Technology Officer (CTO) or his designee will be responsible for all matters related to this Agreement. DPHSS DPW BES will be assisted by the Office of Technology Government of Guam (OTECH), URL: www.otech.guam.gov. See 5 G.C.A. Chapter 20 Article 2 §§ 20201 thru 20214.

Any and all worked performed under this Agreement shall be subject to the approval and acceptance by the SPC, the Director of DPHSS or his designee, and the CTO or his designee.

Whenever the DPHSS DPW BES is required by the terms of the Agreement to provide notice to the Contractor, the SPC shall sign such notice, and dependent on the type of notice it may also be signed the Director DPHSS and/or the CTO. All correspondences, written or electronic, from the Contractor shall be addressed directly to the SPC with copies written or electronic to the persons indicated by the SPC. The SPC shall be responsible for corresponding and arranging meeting with DPHSS DPW BES personnel and outside agency and associations.

Section 6. Special Conditions.

6.1. Right to Inspect, Correct or Stop Services. (RFP Section 5.5.1.1.) The Contractor agrees that the deliverables and services being provided by Contractor and its subcontractors, if any, shall be available for inspection and review at any reasonable time by representatives of DPHSS DPW BES, the government of Guam and the FNS upon reasonable notice to Contractor.

The Contractor agrees that in addition to its other remedies described herein, DPHSS DPW BES shall have the right, at any time, to order the services of the Contractor or any of its subcontractors or suppliers be fully or partially suspended or stopped, if, in the judgment of DPHSS DPW BES, the deliverables or services fail to conform to specifications and requirements. The DPHSS DPW BES shall also have the right to fully or partially suspend or stop services for its own convenience. The Contractor shall receive written notice of the reasons for such an order. The project shall be delayed on a day-for-day basis if the DPHSS DPW BES has issued a stop work order to the Contractor and such stop work order is causing delays in completing services in accordance with the Project Work Plan.

6.2. Deductions for Errors in Processing Benefits. (RFP Section 5.5.1.2) The Contractor shall be liable to DPHSS DPW BES for any errors in processing benefits or reimbursements, including without limitation any overpayments or duplicate payments, except to the extent such errors arise from the action of the DPHSS DPW BES or Federal agencies. Such liabilities may, at DPHSS DPW BES' option, be deducted from the Contractor payments. This liability of the Contractor shall be in addition to any other liability for processing errors established by operation of law.

6.3. Hold Back Remedies for Non-Compliance. The Contractor agrees that performance deficiencies in any of the above listed performance standards shall be subject to remedy

through hold-back provisions. The DPHSS DPW BES agrees to invoke the hold-back remedies as its first avenue in seeking to resolve performance deficiencies, except in instances set forth elsewhere in this Agreement. DPHSS DPW BES' election not to invoke hold-back remedies in any instance of performance deficiency shall not be deemed to be a waiver of the DPHSS DPW BES' right to invoke hold-back remedies in any other instances.

The DPHSS DPW BES shall provide written notice to the Contractor of any deficiency in meeting one or more of the defined performance standards. It may be necessary for the Contractor to correct a deficiency immediately through a remedial change. *See RFP Section 10.17.2.1 for description of remedial change processes.* For all other deficiencies, the DPHSS DPW BES will request a corrective action plan and will set a due date for submission of the plan. If the DPHSS DPW BES does not receive the plan by the due date and no extension has been granted, the DPHSS DPW BES may invoke hold-back remedies per the schedule set forth in this section.

If the DPHSS DPW BES receives the written plan by the due date, it will work with the Contractor to mutually agree on a final corrective action plan and a schedule to correct the deficiency. The DPHSS DPW BES may invoke hold-back remedies if the Contractor does not meet the schedule and no extension has been granted.

The DPHSS DPW BES will provide written notice to the Contractor when it is satisfied that the problem has been corrected. If the DPHSS DPW BES determines that the deficiency has not been corrected according to the schedule specified in the corrective action plan, the DPHSS DPW BES may invoke hold-back remedies until such time the deficiency is remedied. The following are the hold-back remedies that shall be applied to the Contractor payments if deficiencies are not corrected within the timeframe specified in the corrective action plan:

6.3.1 First month – in the first month in which a deficiency is not corrected within the timeframe specified in the corrective action plan, the DPHSS DPW BES may hold-back payment of twenty-five percent (25%) of the total payment owed to the Contractor by the DPHSS DPW BES.

6.3.2 Second consecutive month – the DPHSS DPW BES may hold-back payment of fifty percent (50%) of total payments owed to the Contractor by the DPHSS DPW BES.

6.3.3 Third and additional consecutive months – the DPHSS DPW BES may hold-back payment of one hundred percent (100%) of total payments owed to the Contractor by the DPHSS DPW BES.

Payments may be held-back until the DPHSS DPW BES is reasonably assured that the Contractor has fully complied with the performance standards. Upon such assurance the deficiency has been remedied, the DPHSS DPW BES shall promptly pay the Contractor all outstanding payment amounts previously held-back.

6.4. Financial Remedies for Conversion Delays. An on-time, successful, and problem free transition from the existing EBT Contractor to Contractor is critical to DPHSS DPW BES EBT program. The Contractor acknowledges and agrees that because of the importance of the conversion, several deliverables (*See Section 6.5 of the RFP*) are considered critical: 1) the DPHSS DPW BES specific approved Project Work Plan; 2) the DPHSS DPW BES specific approved Conversion Plan and 3) the conversion of the DPHSS DPW BES database from the existing EBT Contractor's EBT system to the Contractor's EBT system.

For each design, development, implementation and conversion task, Guam will impose a remedy of \$1,000 per day for each day of delay beyond the date specified in Guam's approved Project Work Plan, schedule and/or Conversion Plan for any delays caused by the Contractor. Guam will impose a remedy of \$5,000 per day for each day of delay in the conversion of Guam's EBT database beyond the date specified in the approved Project Work Plan and /or Conversion Plan. Any additional costs incurred by Guam as a result of the failure by the Contractor to convert the database on the scheduled conversion date, including, but not limited to, additional costs for the continuation of EBT services, shall also be the responsibility of the Contractor. These remedies shall apply to all EBT programs and benefit delivery methods including EBT card and direct deposit. (refer to RFP Section 10.1). Contractor shall not be liable for delays to the extent they are caused by Guam or any third party outside of Contractor's control.

6.5. Most Favored Customer. The Contractor agrees to make available to DPHSS DPW BES any benefits, similar services, that have been or subsequently extended to any other WSEA State in RFP 2015000247 contract(s) and amendment(s) thereto, that are determined to be advantageous to DPHSS DPW BES; provided however that costs and expenses related to implementation or ongoing operation of any such services shall be paid for by Guam.

6.6. System Failure or Damage. In the event of system failure or damage, as defined in this paragraph, directly caused in whole or in part as a result of the services provided by the Contractor, Contractor agrees to use its commercially reasonable efforts to restore the system to operational capacity. System failure or damage for purposes of this Contract will mean the inability of any mechanism provided by the Contractor pursuant to the terms of this Contract, to operate in accordance with the specifications and, as a result of its failure

to operate in accordance with the specifications, critical government functions, including sending and receiving data information, are unable to be performed.

6.7. EBT System Interoperability. The Contractor shall comply with the QUEST Operating Rules, promulgated by the National Automated Clearing House Association (NACHA), adopted by the EST Council on April 25, 1996, as currently and from time to time amended, currently in Version 2.2, September 2014. The Contractor agrees to perform all of the duties and responsibilities of the prime contractor, as set forth in the QUEST Operating Rules. The Contractor agrees to require participating third party processors and retailers to adopt and adhere to the QUEST Operating Rules, including but not limited to the display of the QUEST service mark, the processing of all QUEST transactions, and the performance of all applicable roles and responsibilities consistent with QUEST technical and performance requirements. The Contractor agrees to process QUEST transactions in accordance with the RFP and the Contractor's proposal. The Contractor agrees to periodically check the Quest Operating Rules for any changes or amendments that will affect this Contract. These Rules can be found at <https://quest.nacha.org/operatingrules> on the Internet.

6.8. Accounting and Audit Requirements. The books, records, documents, and accounting practices of the Contractor relevant to this Agreement shall be subject to audit at any reasonable time and upon reasonable notice by the Territory of Guam, WSEA, USDA, or their duly appointed representatives. These requirements are found in the FNS regulations at 7 CFR 277.17 and 7 CFR 277.18(k). These requirements include the records and facilities of any subcontractors. In the event of any audit, claim, negotiation, litigation or other action, records shall be retained for the duration of the event.

Financial and accounting records pertaining to the contract shall be maintained for the duration of the contract and for three (3) years following the end of the Federal fiscal year during which the contract is terminated or until State and Federal audits of the contract have been completed, whichever is longer.

The Contractor shall have an annual audit which will be a Statement on Standards for Attestation Engagements (SSAE) No. 16, Reporting on Controls at a Service Organization, performed on its EBT operations and shall make available to Guam an electronic version and one hardcopy of the report. Annual SSAE 16 audits may be shared if other WSEA States' EBT systems are under the same control environment and on the same platform.

6.9. Subcontractors. The DPHSS DPW BES utilizes a subcontractor, Data Management Resources LLC (DMR) to assist it with Guam's Public Health Program (PHPro) Eligibility System. The DPHSS DPW BES is solely responsible for its subcontractor.

The Contractor agrees to provide DPHSS DPW BES with notice of any subcontractors it is using with regard this Agreement, and upon request of DPHSS DPW BES will provide copies of its contracts with the above subcontractors (excluding pricing or proprietary information) upon execution of this Agreement.

Any changes in subcontractors or additions to the approved subcontractors after execution of this Agreement shall first require written notification and prior approval by DPHSS DPW BES whose approval shall not be unreasonably withheld.

The Contractor and any and all subcontractors are subject to the performance standard and requirements as specified in this Agreement. The responsibility for the performance of the Contractor's subcontractors rests solely with the Contractor. The Contractor shall be wholly responsible for performance of the entire contract whether or not subcontractors are used.

6.10. Contractor's Project Management and Organization. The Contractor agrees to return calls and/or e-mails from the DPHSS DPW BES Project Director to any designated contact within twenty-four (24) hours. As part of this Agreement, the Contractor has represented that it will maintain internal lines of authority and communication, including escalation and problem resolution procedures. FIS Project Director Diana Sherman will have overall responsibility for the project and FIS Team. In the event of a major issue which cannot resolve through the FIS Project Director or Project Manager, DPHSS DPW BES may contact FIS Line of Business Executive and General Manager for the States' EBT Program, Naveen Nukala, who will return the telephone call within two (2) business days of receipt.

The Contractor agrees to have the appropriate number and mix of project staff, both on and off site, at all times during the Territory of Guam's conversion to ensure the successful transition or implementation, and operation of the Territory of Guam's EBT system.

The Contractor agrees to provide weekly status reports until the EBT programs are fully implemented. The Contractor's weekly status reports will in the event of any anticipated or actual delay in the project include information under the Critical Issues/Corrective Action Plan portion of the Project Status Report as to the reason for the delay and the plan to get the project back on schedule.

The Contractor once the project is fully implemented agrees on a daily basis to track and resolve reported problems and when necessary internally escalate them.

The Contractor, once the project is fully implemented, agrees on a monthly basis to prepare and review with DPHSS DPW BES a monthly Report Card which summarizes significant events, accomplishments, outstanding issues, problems, and status of pending enhancements requests and system change orders. The Contractor agrees this Report

Card's performance information will also include central computer availability, transaction switch availability, total EBT system availability, and information on transaction accuracy and benefit authorization updates. The report will be emailed to the requested DPHSS DPW BES staff on a mutually agreed upon monthly schedule.

The Contractor agrees that the monthly Report Card will contain the same information as the weekly Project Status Report. It will also include DPHSS DPW BES' specific performance standards and detailed performance of the system against the processing requirements in accordance with the performance standards specified in the RFP. Any performance standards that are not met will be included on the report along with an action plan to correct performance deficiencies.

DPHSS DPW BES may make request when DPHSS DPW BES deems it necessary for the Contractor to be on site to respond to emergency or critical situations. In such case, the Contractor additionally agrees that the State Project Manager, key personnel, or designees will be available on-site in Guam within five (5) business days of DPHSS DPW BES' request, at no cost to DPHSS DPW BES.

6.11. Escalation of Problems. Except as herein specifically provided otherwise, disputes concerning the performance of this contract which cannot be resolved by the designated contract representatives shall be referred in writing to a senior departmental management staff designated by the department and a senior manager designated by the Contractor. Failing resolution at that level, disputes shall be presented in writing to the Director of DPHSS and the Contractor's Division President for resolution. This process is not intended to supersede any other process for the resolution of controversies provided by law.

6.12. Acceptance. Acceptance is dependent upon completion of all applicable inspection procedures. The DPHSS DPW BES reserves the right to inspect the goods and/or services provided under this Agreement, at all reasonable times and places. The Director of DPHSS or his designee may exercise the following remedial actions should he find the Contractor substantially failed to satisfy the scope of work found in this contract. Substantial failure to satisfy the scope of work shall be defined to mean that the services or deliverables fail to substantially adhere to the specifications. Without limitation, the DPHSS DPW BES has the right to:

- withhold payment until performance is cured,
- require the Contractor to take necessary action to ensure that the future performance conforms to contract requirements,
- request removal of a Contractor's agent from contract work,

- equitably reduce the payment due the Contractor to reflect the reduced value of the services performed,
- recover payment for work that due to the Contractor cannot be performed or would be of no value to the DPHSS DPW BES,
- modify or recover payments (from payments under this contract or other contracts between the DPHSS DPW BES and the Contractor) as a debt due to the DPHSS DPW BES to correct an error due to omission, error, fraud and/or defalcation), or
- terminate the contract.
- These remedies in no way limit the remedies available to the DPHSS DPW BES in the termination provisions of this contract, or remedies otherwise available at law.

6.13. Taxes. The Contractor shall pay all taxes and other such amounts required by federal, state, and local laws, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

6.14. Publicity. Any publicity given to the projects, programs or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and other public notices in whatever form, prepared by the Contractor, will identify, the USDA FNS, and the DPHSS DPW BES and will not be released without the prior written approval of DPHSS DPW BES.

6.15. Conflict of Interest. During the term of this contract, the Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the Contractor fully performing his/her obligations under this contract.

Additionally, the Contractor acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of the DPHSS DPW BES. Thus, the Contractor agrees to refrain from any practices, activities or relationships which could reasonably be considered to be in conflict with the Contractor's fully performing its obligations to the DPHSS DPW BES under the terms of this contract, without the prior written approval of the DPHSS DPW BES.

In the event that the Contractor is uncertain whether the appearance of a conflict of interest may reasonably exist, the Contractor shall submit to the DPHSS DPW BES a full disclosure

statement setting forth the relevant details for the DPHSS DPW BES's consideration and direction. Failure to promptly submit a disclosure statement or to follow the DPHSS DPW BES's direction in regard to the apparent conflict shall be grounds for termination of the contract.

Further, to the extent applicable, the Contractor shall maintain a written code of standards governing the performance of its agent(s) engaged in the award and administration of contracts. Neither the Contractor nor its agent(s) shall participate in the selection, or in the award or administration of a contract or subcontract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- The employee, officer or agent;
- Any member of the employee's immediate family;
- The employee's partner; or
- An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

Neither the Contractor nor its agent(s) will solicit nor accept gratuities, favors, or anything of monetary value from Contractor's potential subcontractor's, or parties to sub-agreements.

6.16. Equal Employment Opportunity. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. The Contractor agrees not to discriminate in employment decisions on the basis of race, color, religion, sex, or national origin. The Contractor also agrees to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. The Contractor agrees to flow this requirement down to all its subcontractors.

6.17. Environmental Policy Acts. The Contractor agrees all activities under the agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

6.18. **Anti-Lobbying Act.** The Anti-Lobbying Act prohibits the recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The undersigned shall require that the language of this certification be include in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

6.19. **Americans with Disabilities Act.** This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.

6.20. **Drug-Free Workplace Statement.** The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.

Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.

Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

6.21. Debarment and Suspension. Transactions subject to the suspension/debarment rules (covered transactions) include grants, sub grants, cooperative agreements, and prime contracts under such awards. Subcontracts are not included. Also, the dollar threshold for covered procurement contracts is \$25,000. Contracts for Federally required audit services are covered regardless of dollar amount.

Debarment and Suspension. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110. The Contractor certifies that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification and

Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, it shall attach a copy of its explanation to this contract.

6.22. Royalty-Free Rights to Use Software or Documentation Developed. The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub- grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership .

6.23. Rights In Data, Documents and Computer Software or Other Intellectual Property. All intellectual property ("Intellectual Property") including without limitation, databases, software, documents, research, programs and codes, as well as all, reports, studies, data, photographs, negatives or other documents, drawings or materials developed by the Contractor specifically for the performance of its obligations under this contract and paid for with Guam or federal funds shall be the exclusive property of the DPHSS DPW BES.

To the extent that such materials developed by the Contractor contain pre-existing materials of the Contractor or the third parties, the Contractor and/or third parties shall retain ownership of such materials and the Contractor hereby grants the DPHSS DPW BES a license to use such materials solely for the purposes of this contract and for the term hereof. Unless otherwise stated, all such materials, which are the exclusive property of the DPHSS DPW BES, shall be delivered to the DPHSS DPW BES by the Contractor upon completion, termination, or cancellation of this contract. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of the Contractor's obligations under this contract without a prior written consent of the DPHSS DPW BES, except for EBT projects. All documentation, accompanying the intellectual property or otherwise, shall comply with the DPHSS DPW BES requirements which include but is not limited to all documentation being in a paper, human readable format which is useable by one who is reasonably proficient in the given subject area.

The DPHSS DPW BES shall retain all ownership rights in any software or modification thereof and associated documentation, developed, and/or designed specifically for the DPHSS DPW BES with Federal Financial Participation (FFP). The USDA, Food and Nutrition Service (FNS), a federal agency, reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes; Federal Financial Participation (FFP) software, modifications and documentation. Proprietary operating and Contractor software packages

or services which are provided hereunder at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions in this section. FFP is not available for the proprietary applications software developed by the Contractor specifically for the Supplemental Nutrition Assistance Program (SNAP) formerly known as the Food Stamp Program. The policies and procedures governing title, use, and disposition of property with SNAP funds, which appear in 7 C.F.R. 277.13, or applicable to automated data processing equipment. Within ninety (90) days of use in the EBT system, the Contractor shall identify and define any software that is required to be developed or used to support the requirements of this Contract.

6.24. Proprietary Information. Proprietary information for the purpose of this contract is information relating to a party's research, development, trade secrets, business affairs, internal operations and management procedures and those of its customers, clients or affiliates, but does not include information lawfully obtained by third parties, which is in the public domain, or which is developed independently.

Neither party shall use or disclose directly or indirectly without prior written authorization any proprietary information concerning the other party obtained as a result of this contract. Any proprietary information removed from the DPHSS DPW BES's site by the Contractor in the course of providing services under this contract will be accorded at least the same precautions as are employed by the Contractor for similar information in the course of its own business.

6.25. Records Maintenance, Performance Monitoring & Audits. The Contractor shall maintain a complete file of all records, documents, communications, and other materials that pertain to the operation of the program/project or the delivery of services under this contract to the extent that the services under this contract are provided, such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which a contract payment was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Contractor records. The Contractor shall protect the confidentiality of all records and other materials containing personally identifying information that are maintained in accordance with this contract. Except as provided by law, and to the extent necessary for the performance of this contract, no information in possession of the Contractor about any individual constituent shall be disclosed in a form including identifying information without the prior written consent of the person in interest, a minor's parent, guardian, or the DPHSS DPW BES. The Contractor shall have written policies governing access to, duplication and dissemination of, all such

information and advise its agents, if any, that they are subject to these confidentiality requirements.

The Contractor authorizes the DPHSS DPW BES, the federal government or its designee, to perform audits and/or inspections of its records reasonably related to the EBT system for Guam. The audits may occur at any reasonable time and upon reasonable notice to Contractor to assure compliance with the local or federal government's terms and/or to evaluate the Contractor's performance. If an audit of the billing records determines that Contractor was paid improperly the any amounts the DPHSS DPW BES paid improperly shall be immediately returned to the DPHSS DPW BES or may be recovered in accordance with other remedies.

All such records, documents, communications, and other materials shall be maintained by the Contractor, for a period of three (3) years from the date of final payment or submission of the final federal expenditure report under this contract, unless the DPHSS DPW BES requests that the records be retained for a longer period, or until an audit has been completed with the following qualification. If an audit by or on behalf of the federal and/or local government has begun but is not completed at the end of the three (3) year period, or if audit findings have not been resolved after a three (3) year period, the materials shall be retained until the resolution of the audit findings.

The Contractor shall permit the DPHSS DPW BES, any other governmental agency authorized by law, or an authorized designee thereof, in its sole discretion, to monitor all activities conducted by the Contractor pursuant to the terms of this contract. Monitoring may consist of internal evaluation procedures, reexamination of program data, special analyses, on-site verification, formal audit examinations, or any other procedures as deemed reasonable and relevant. All such monitoring shall be performed in a manner that will not unduly interfere with contract work. Any such monitoring shall be performed in accordance with Contractor's security policies and procedures.

6.26. Choice of Laws. The laws of the Territory of Guam and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the

extent that the contract is capable of execution. Legal issues involving Guam shall be based on Guam laws.

At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and local laws, rules, and regulations that have been or may hereafter be established.

6.27. **Controller's Approval.** This contract shall not be deemed valid until it has been approved by the Governor of Guam.

6.28. **Funds Availability.** Financial obligations of the government of Guam payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

6.29. **Indemnification.** The Contractor shall indemnify, save, and hold harmless the government of Guam and its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

6.30. **Independent Contractor.** The Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of the government of Guam. Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid by the government of Guam pursuant to this contract. Contractor acknowledges that the Contractor and its employees are not entitled to such coverage. Contractor shall have no authorization, express or implied unemployment insurance benefits unless the Contractor or third party provides such coverage and that the government of Guam does not pay for or otherwise provide, to bind the government of Guam to any agreements, liability, or understanding except as expressly set forth herein. The Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the government of Guam) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

6.31. **Non-Discrimination.** The Contractor agrees to comply with the letter and the spirit of all applicable local and federal laws respecting discrimination and unfair employment practices.

6.32. The Contractor will provide and deliver the EBT System in accordance with the terms and conditions of this Agreement. The Contractor represents and warrants that its development and implementation of EBT systems in other states will not have a material

adverse impact on the development implementation, or calendar of activities for the Guam EBT System. Furthermore, the core personnel assigned by the Contractor for the Guam EBT System will not be changed as a result of the Contractor's contractual arrangements with other states, unless approved by the government of Guam which approval shall not be unreasonably withheld.

6.33. Change Order Provisions. The government of Guam may at any time, by written order make any changes in the services to be performed hereunder, provide the change is within the general scope of work agreed to between the parties and set out in the RFP. The government of Guam initiated system changes shall require a change order request and pricing order agreed to between the Contractor and the government of Guam in accordance with the change management process as stipulated in the WSEA RFP. Section 10.17 of the RFP Change Management Process requires the Contractor to develop a formal change management process; and include it in the Project Work Plan (See RFP 6.5.2.1). The Contractor's process will include a mechanism to provide notifications of all system upgrades and modifications on a monthly basis, in keeping with RFP §10.17. The Contractor's Project Work Plan change management plan, in keeping with RFP§ 6.5.2.1 shall provide the Contractor's approach to addressing design issues, remedial changes, and Guam-initiated change requests, conformance to Federal regulations, Quest® Operating Rules (SNAP/cash), self-initiated changes. The plan shall define the roles and responsibilities and assure Guam that no changes to the EBT system shall be undertaken without Guam's prior knowledge and procedures. Refer to §10.17: Change Management Process.

Changes to the Program Baseline are agreed to by the parties to be categorized as remedial, enhancing, or conforming as defined in RFP § 10.17.3 below. Remedial changes are not changes to the baseline and shall not result in additional costs to Guam. Other changes requested by Guam and mutually agreed upon between Guam and the Contractor, including terms, conditions, the use of Guam-allocated hours (refer to RFP §10.17.7), and fee structure(s) if any, may result in additional costs to Guam if so negotiated and agreed.

The parties incorporate the following definitions:

Remedial changes are changes needed to make the system perform/function in the way it was designed; such changes shall be executed immediately. Either Guam or the Contractor may identify the need for remedial change. If the Contractor identifies a problem requiring a remedial change, the Contractor shall notify Guam. If the change is made immediately, the Contractor shall notify the state no later than one (1) business day following the implementation of the change. The Contractor will work with Guam, to include testing, to ensure that a remedial change will not impact Guam's system functionalities. (See RFP §10.17.3.1).

Enhancing changes are changes that are not remedial or conforming changes, including changes that enhance performance, provide new functionality, improve cost-effectiveness or improve efficiency and ongoing operation or program maintenance. Enhancing changes may be initiated by Guam or the Contractor.

Conforming changes are changes needed to adapt the system to changes in requirements that result from federal regulation, federally mandated changes, and changes to Quest® Operating Rules.

6.34. Additional Requirements. The Contractor shall comply with the following additional requirements:

Provide reasonable assistance as requested by the government of Guam in maintaining liaison and coordination with groups, committees, or similar bodies, which are interested in the performance or objectives of the contract.

Maintain up-to-date documentation and manuals on systems relevant to the contract. Documentation and manuals shall be updated following the modification, including the enhancement, of EBT system functionality or services required pursuant to this Agreement.

The Contractor will provide four (4) draft and four (4) final hard copies of all documentation, manuals and deliverables to DPHSS DPW BES within thirty (30) days of the modification throughout the duration of this Agreement.

The Contractor will also provide DPHSS DPW BES with electronic versions of the draft and final copies in Microsoft Word 2010, or more recent version. Electronic copies will be sent by email or uploaded to Guam's SharePoint Server Site, as required by DPHSS DPW BES.

The Contractor will also at DPHSS DPW BES' request, provide approved SNAP/cash documentation on the FIS Agency Portal Online Documentation Library, which will allow DPHSS DPW BES easy access at any time.

6.35. Notices of Meetings. The parties agree to use their best efforts to keep the other informed of scheduled (future) and past meetings (outcomes) involving Guam stakeholders (i.e. food retailers, ATM owners, financial institutions, EFT networks,

federal and states agencies, etc.) that either target or impact the WSEA/Guam EBT design, development, operations, or costs.

6.36. Order of Precedence. In the event of conflict or inconsistency among provisions, such conflict or inconsistency shall be resolved by the following in order of precedence:

Any contract amendment(s) in reverse chronological order; then
This Agreement itself and any Appendices to it; then
The RFP 2015000247 and the amended responses thereto, then
The Contractor's Cost Proposal, then
The Contractor's Technical Proposal

6.37. Notices. Any written notice required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the Government of Guam shall be sent to the Guam Department of Public Health and Social Services address indicated in this Agreement. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. Notice to Contractor shall be to Contractor's principal place of business as specified herein with Attention to its Chief Legal Officer. A copy of any notice shall also be delivered to Contractor's Milwaukee, Wisconsin office. The Contractor is responsible for notifying the Government of Guam in writing of any change of address.

6.38. Other Terms and Conditions. Reserved.

6.39. Conformance with Law. The Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, local laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include:

Age Discrimination Act of 1975, 42 U.S.C. Section 6101 et seq. and its implementing regulation, 45 C.F.R. Part 91;

Age Discrimination in Employment Act of 1967, 29 U.S.C. 621 et seq.;

Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq.;

The Drug Free Workplace Act of 1988, 41 U.S.C. 701 et seq.;

Equal Pay Act of 1963, 29 U.S.C. 206;

Immigration Reform and Control Act of 1986, 8 U.S.C. 1324b;

Pro-Children Act of 1994, 20 U.S.C. 6081 et seq.;

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84;

Titles VI & VII of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) & (e);

The Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 42 USC 604a, PL 104-193. See also State Executive Order D 015 00;

Title IX of the Education Amendments of 1972, 20 U.S.C. 1681 et seq.;

The Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Common Rule), at 45 CFR, Part 92;

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

The Hatch Act (5 USC 1501-1508) and Civil Service Reform Act, Public Law 95-454 Section 4728.

Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, 1990, PL 101-166, Section 511.

45 CFR Subtitle A, Department of Health and Human Services regulations.

The Clean Air Act and The Clean Water Act.

34 CFR Part 82, New Restrictions on Lobbying.

34 CFR, Part 85. Government-wide Debarment and Suspension (non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants).

6.40. Discrimination. The Contractor during the performance of this contract shall not discriminate against any person on the basis of race, color, national origin, age, sex, religion and handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions. The Contractor during the performance of this contract shall not exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability. Any person who thinks he/she has been

discriminated against as related to the performance of this contract has the right to assert a claim in a court of competent jurisdiction.

6.41. Criminal Background Check. Reserved.

6.42. Litigation. The Contractor shall within fifteen (15) calendar days after it receives service of a summons, complaint, or other pleading which has been filed in any federal or local court or administrative agency notify the DPHSS DPW BES that it is a party defendant in a case which involves services provided under this contract. The Contractor shall deliver copies of such document(s) to the Attorney General of Guam. The term "litigation" includes an assignment for the benefit of creditors, and filings in bankruptcy, reorganization and/or foreclosure.

6.43. Limitation of Liability. Contractor's liability for damages to DPHSS DPW BES for any cause whatsoever is limited to One Million Dollars (\$1,000,000.00) except for liability arising out of or related to: claims for personal injury, including death, or damage to real property or tangible or intangible personal property arising from the negligence, reckless conduct or intentional acts of Contractor, its Officers, Employees or Agents. CONTRACTOR WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, EXCEPT FOR LIABILITY TO THIRD PERSONS ARISING OUT OF OR RELATED TO CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, OR DAMAGE TO REAL PROPERTY OR TANGIBLE OR INTANGIBLE PERSONAL PROPERTY ARISING FROM NEGLIGENCE, RECKLESS CONDUCT OR INTENTIONAL ACTS OF CONTRACTOR, ITS OFFICERS, EMPLOYEES, OR AGENTS.

For avoidance of doubt, the limitation of liability outlined above does not alter or limit the insurance coverage required in Section 7.2 of this contract.

Section 7. General Terms and Conditions. The following clauses apply to this Agreement. In some instances, these general clauses have been expanded upon in other sections/exhibits of/to this Agreement. To the extent that other provisions of this Agreement provide more specificity than these general clauses, the more specific provision shall control.

7.1. No Liability. DPHSS DPW BES assumes no liability for any claims, accidents, or injuries that may occur to the Contractor, its agents, dependents, subcontractors, employees, or employees of its subcontractors except to the extent caused by Guam. DPHSS DPW BES shall not be liable to the Contractor for any work performed by the Contractor prior to the approval of the contract by the government. The Contractor

expressly waive any and all claims for services performed in expectation of the contract prior to the approval of the approval of the contract, and if applicable prior to its receipt of a Notice to Proceed.

7.2. Insurance. The Contractor shall procure and maintain in effect Workers Compensation, Commercial General Liability, Comprehensive General Liability Insurance and Errors and Omission Insurance (including Cybersecurity Insurance) and Commercial Crime coverage for the performance of its professional services set forth in this contract. The Contractor shall provide certificates of such insurance to DPHSS DPW BES when required and shall immediately report in writing to the Director of DPHSS DPW BES any insurance claims filed.

(i) Workers Compensation Insurance. Workers' Compensation Insurance that covers all employees of Contractor working in any capacity in the Contractor's services under this contract, in the amount as required by Guam law.

(ii) Commercial General Liability Insurance. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than one million dollars (\$1,000,000.00) per occurrence and/or combined single-limit bodily injury and property damage. Contractor shall ensure the insurance is issued by a company authorized to do business on Guam with minimum limits of not less than one million dollars (\$1,000,000.00) for bodily injuries or death per occurrence, and not less than three hundred thousand (\$300,000.00) for damages to property. Such policy shall insure the government of Guam and its respective agents and employees with respect to liability as a result of the performance of professional services set forth in this contract.

(iii) Automobile Insurance. Contractor shall be responsible to provide automobile insurance for employees with comprehensive form and include coverage for owned vehicles.

(iv) Professional Liability Insurance or Errors and Omissions Liability Insurance. The Contractor shall maintain during the entire term of this Agreement professional liability insurance or errors and omissions liability insurance, including cyber security liability coverage, to protect against any and all claims arising from the Contractor's alleged or real professional errors, omissions or mistakes in the performance of professional duties in an amount not less than one million dollars (\$1,000,000.00).

(v) Commercial Crime Insurance. The Contractor shall maintain during the entire term of this Agreement commercial crime insurance in an amount not less than one million dollars (\$1,000,000.00).

The insurance requirements set out above apply to all of the Contractor's subcontractors. The Contractor agrees to ensure that its subcontractors meet these insurance requirements. DPHSS DPW BES has the right to review any of the Contractor's subcontractors insurance certificates.

7.3. Indemnity. Reserved. §6.29 Indemnification present above.

7.4. Retention and Access Requirements for Records. The Contractor shall retain all records pertinent to the contract for a period of time as set forth in §6.8 Accounting and Audit Requirements above.. As used in this provision, "records" includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. Contractor shall provide access and the right to examine all records related to the contract to DPHSS DPW BES, the government of Guam Public Auditor or their authorized representatives.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the retention period in §6.8 of this contract, the records must be kept until all issues are resolved, or until the end of the retention period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with funds from this contract funds must be retained for 3 years after its final disposition.

The Contractor shall provide access to DPHSS DPW BES; the government of Guam Public Auditor, or any of their authorized representatives to its sites where its records for its professional services under this contract are being kept, and such access shall be provided during the required retention period. In the event this contract is funded in whole or in part by federal funds then Contractor shall also provide access to Federal Grantor and/or its Inspector General or other authorized delegate.

The Contractor shall ensure that DPHSS DPW BES and the government of Guam Public Auditor, or their authorized representatives have access to all subcontractors' records related to this Agreement, and that all subcontractors maintain their records related to services under this contract for the retention period above.

7.5. Termination.

(i) Termination for Defaults.

(a) Default. The DPHSS DPW BES may terminate the contract for cause in the event that Contractor is in breach or default of any of its material obligations hereunder. If the DPHSS DPW BES terminates the contract for breach or default, it will first give sixty (60) days prior written notice to the Contractor, stating the reasons for cancellation, procedures to correct problems, if any, and the date the contract will be terminated in the event problems have not been corrected within the 60 day timeframe or such other time as agreed to by the parties. In the event that the problems cannot reasonably be corrected within such sixty (60)-day period, the Contractor shall have a reasonable time in which to effect a correction of such problems provided that the Contractor promptly and diligently proceeds to effect such correction. In the event this contract is terminated as a result of Contractor's uncured breach, the DPHSS DPW BES will only reimburse the Contractor for accepted work or deliverables received up to the date of termination. In the event this contract is terminated for cause, final payment to the Contractor may be withheld at the discretion of the DPHSS DPW BES until completion of final audit. Notwithstanding the above, the Contractor may be liable to the DPHSS DPW BES for the DPHSS DPW BES's damages, if any, arising as a result of the uncured breach or default. If it is determined that the Contractor was not in default then such termination shall be treated as a termination for convenience as described herein.

If the DPHSS DPW BES' Public Health Program (PH Pro) system cannot support the required services of the Contractor, the Contractor may terminate the contact for this cause.

(a)(1) Default Immediate Termination. (*DPHSS DPW BES Contracts*) This contract is subject to immediate termination by the DPHSS DPW BES in the event that the DPHSS DPW BES determines that the health, safety, or welfare of persons receiving services may be in jeopardy. Additionally, the DPHSS DPW BES may immediately terminate this contract upon verifying that the Contractor has engaged in or is about to participate in fraudulent or other illegal acts.

(b) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the government, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in possession of Contractor in which DPHSS DPW BES has an interest.

(c) Compensation. Payment for completed services delivered and accepted by DPHSS DPW BES shall be at the contract price. Payment for the protection and preservation of

property, if there is any applicable to this Agreement, shall be in an amount agreed upon by the Contractor and the Director of DPHSS DPW BES; if the parties fail to agree, the Director of DPHSS DPW BES shall set an amount subject to the Contractor's rights under Guam laws and regulations. DPHSS DPW BES may withhold from the amount due the Contractor, such sums as the Director of DPHSS DPW BES deems to be necessary to protect DPHSS DPW BES against loss because of outstanding liens or claims of former lien holders and to reimburse DPHSS DPW BES for the excess costs incurred in procuring similar professional services.

(d) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work here under which endangers such performance) if the Contractor has notified DPHSS DPW BES within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; act of the public enemy; acts of and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather and telecommunication outages. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the professional services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, DPHSS DPW BES shall ascertain the facts and extent of such failure, and, if the Director of DPHSS DPW BES determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of DPHSS DPW BES under the clause entitled "Termination for Convenience". As used in this clause the term "subcontractor" means subcontractor at any tier.

(e) Erroneous Termination for Default. If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this contract, the rights and obligations of the parties shall be the same as the if the notice of termination had been issued under the clause entitled "Termination for Convenience".

(f) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under the contract.

(ii) **Termination for Convenience.**

(a) **Termination for Convenience.** The DPHSS DPW BES shall have the right to terminate this contract by giving the Contractor at least one hundred eighty (180) days prior written notice. If notice is so given, this contract shall terminate on the expiration of the specified time period, and the liability of the parties hereunder for further performance of the terms of this contract shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination.

(b) **Contractor's Obligations.** The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. DPHSS DPW BES may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to DPHSS DPW BES. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(c) **Right to Deliverables and Supplies.** DPHSS DPW BES may require the Contractor to transfer title and deliver to DPHSS DPW BES in the manner and to the extent directed by DPHSS DPW BES: completed professional service deliverables; and such partially completed professional service deliverables that may then exist, including, plans, drawings, information, and contract rights ("deliverables") as the Contractor has specifically developed, produced or specially acquired for the performance of the terminated part of the contract. The Contractor shall, upon direction of DPHSS DPW BES, protect and preserve all intellectual property and other property; Contractor may control or be in possession of, in which DPHSS DPW BES has an interest in under this contract.

(d) **Compensation When There Is A Termination for Convenience.** Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by §3118 (Cost or Pricing Data) of the GAR bearing on such claim. If Contractor fails to file a termination claim within one year from the effective date of termination, DPHSS DPW BES may pay Contractor, if at all, an amount set in accordance with this contract. DPHSS DPW BES and Contractor may agree to a settlement provided Contractor as has filed a termination claim supported by

cost or pricing data to the extent required by §3118 (Costs or Pricing Data) to the Guam Procurement Regulations and that the settlement not exceed the total contract price plus settlement costs reduced by payments previously made by DPHSS DPW BES, the proceeds of any sales of deliverables, supplies and materials under this contract, and the contract price of the work not terminated.

The termination for convenience claim shall address and the DPHSS DPW BES shall consider paying the following costs, but not attorneys' fees:

- the contract price for performance of work, which is accepted by the DPHSS DPW BES, up to the effective date of the termination and other reasonable and necessary remaining unpaid costs incurred by the Contractor in the performance of services for which compensation of the Contractor was to occur over the course of the current government of Guam fiscal year.
- reasonable and necessary costs incurred in preparing to perform the terminated portion of the contract.
- reasonable profit on the completed but undelivered work up to the date of termination.
- costs of settling claims arising out of the termination of subcontracts or orders, not to exceed thirty (30) days pay for each subcontractor.
- reasonable accounting, clerical, and other costs arising out of the termination settlement.

In no event shall reimbursement under this clause exceed the contract amount reduced by amounts previously paid by the DPHSS DPW BES to the Contractor. Upon review of the Contractor's claim and determination of any disputes concerning the amount of Contractor's claim and proof thereof, the DPHSS DPW BES shall make payment to the Contractor in the amount of the undisputed claim.

(iii) Termination for Financial Exigency. The DPHSS DPW BES shall have the right to terminate this contract for financial exigency by giving the Contractor at least thirty (30) days prior written notice. For the purposes of this provision, a financial exigency shall be a determination made by the Director of DPHSS DPW BES based on the Guam legislature failure to fund this contract or in the event the USDA FNA fails to fund DPHSS DPW BES for this program. If notice of such termination is so given, this contract shall terminate on the expiration of the time period specified in the notice, and the liability of the parties hereunder for further performance of the terms of this contract shall thereupon cease, but the parties shall not be released from the duty to perform

their obligations up to the date of termination. The Contractor may submit a claim in the same manner as is set forth for the termination for convenience claim above.

7.9. Disputes Resolution Clause. Absent complete agreement under this contract, then the disputes resolution clause of this contract shall apply.

(i) DPHSS DPW BES and the Contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this procurement and any resulting contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the Contractor shall request DPHSS DPW BES in writing to issue a final decision within sixty days after receipt of the written request. If DPHSS DPW BES does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as though DPHSS DPW BES had issued a decision adverse to the Contractor.

(ii) DPHSS DPW BES shall immediately furnish a copy of the decision to the Contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

(iii) DPHSS DPW BES's decision shall be final and conclusive, unless fraudulent or unless the Contractor appeals the decision.

(iv) This subsection applies to appeals of DPHSS DPW BES's decision on a dispute. For money owed by or to DPHSS DPW BES under this contract, the Contractor shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen (18) months after the decision is rendered by DPHSS DPW BES or from the date when a decision should have been rendered. For all other claims by or against DPHSS DPW BES arising under this contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of DPHSS DPW BES. Appeals to the Office of the Public Auditor must be made within sixty (60) days of the government's decision or from the date the decision should have been made.

(v) The Contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

(vi) The Contractor shall comply with DPHSS DPW BES's decision and proceed diligently with performance of the contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, the contract, except where Contractor claims a material breach of the contract by DPHSS DPW BES. However, if DPHSS DPW

BES determines in writing that continuation of professional services under the contract is essential to the public's health or safety, then Contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by DPHSS DPW BES.

7.10. Claims Against DPHSS DPW BES. The Government Claims Act (5 GCA §6101, et seq.) applies only with respect to claims of money owed by or to DPHSS DPW BES under the contract. The Contractor consents to the jurisdiction of and the forum of the courts of Guam with respect to any claims subject to the Guam Claims Act. The Contractor waives any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction or forum. For a copy of the Guam Claims Act, please visit the web site of Guam's Compiler of Laws. <http://www.guamcourts.org/CompilerofLaws/index.html>.

7.11. Physical Liability. If it becomes necessary for the Contractor, either as principal, agent, or employee, to enter upon the premises or property of the government of Guam in order to perform professional services, construct, erect, inspect, make delivery or remove property under the contract, the Contractor agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries, or damage to any person or property during the progress of the professional services or work that is part of this contract, and to be responsible for, and to indemnify and save harmless the government of Guam from payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such services or work, and fines, penalties and the loss incurred for or by reason of the violation of ordinance, regulations, or the laws of Guam or the Federal government, while the services are being performed or work is in progress.

7.12. Liability. Contractor assumes responsibility for its personnel providing services hereunder and will make all deductions for social security and withholding taxes and for contributions to employment compensation funds and shall maintain at Contractor's expense all necessary insurance for its employees including but not limited to worker's compensation and liability insurance for each employee. Contractor is responsible for paying its Business Privilege Tax (BPT) on payments received under the contract. If any work is to be performed on Guam, then Contractor may be subject to Guam Income Taxes as well as all other applicable taxes on Guam transactions. Specific information on Guam taxes may be obtained from the Director of the Department of Revenue and Taxation, Government of Guam, PO Box 23607, GMF Guam 96921.

7.13. Non-Resident Tax Withholding. A nonresident person without a valid Guam business license residing outside of Guam, shall be subject to a withholding assessment,

the equivalent of the Guam BPT, which shall be the equal to four percent (4%) of the total value of a contract awarded by all government of Guam contracts for professional services as a cost of doing business with the government of Guam. See P.L. 33-166 (effective June 30, 2016) codified at 11 G.C.A. Chapter 71 Section 71114.

7.14. Licensing. The Contractor shall maintain all professional certifications and business licenses applicable to its profession, professional development and as to as to its scope of work/scope of services under this contract.

7.15. Ethical Standards. With respect to this contract and any other contract that the Contractor may have, or wish to enter into, with any government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

7.16. Prohibition against Gratuities and Kickbacks. With respect to this contract and any other contract that the Contractor may have or wish to enter into with any government of Guam agency, the Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

7.17. Prohibition against Contingent Fees. The Contractor represents that he has not retained any person or agency upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this contract or any other contract with the government of Guam or its agencies.

7.18. Restriction on Employment of Sex Offenders. The Contractor warrants that no person in his employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or convicted of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated regardless of the jurisdiction in which the conviction was obtained, shall provide services on behalf of Contractor relative to this contract on government of Guam property; with "government of Guam property" for the purposes of this clause in this professional service contract also including; "any place that the Contractor, of its subcontractor have contact with the people of Guam as part of the professional services being rendered". If any person employed by the Contractor and providing professional services under this contract is convicted subsequent to the parties entering into this contract, then Contractor warrants that it will notify DPHSS DPW BES of the conviction within twenty-four hours (24) of the conviction, and will

immediately remove such convicted person from providing professional services under this contract. If Contractor is found to be in violation of any of the provisions of this paragraph, then DPHSS DPW BES shall give notice to Contractor to take corrective action. The Contractor shall take corrective action within twenty-four hours of notice from the government, and the Contractor shall notify the government when action has been taken. If the Contractor fails to take corrective steps within twenty-four hours (24) of notice from DPHSS DPW BES, then DPHSS DPW BES in its sole discretion may suspend the contract temporarily.

7.19. Claims Based on the Director of DPHSS DPW BES's Actions of Omissions.

Notice of Claim. If any action or omission on the part of the Director of DPHSS DPW BES, or designee of such officer, requiring performance changes within the scope of the contract constitutes the basis for a claim by the Contractor for additional compensation, damages, or an extension of time for completion, the Contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided: (a) the Contractor shall have given written notice to the Director of DPHSS, or designee of such officer: (i) prior to the commencement of the work involved, if at that time Contractor knows of the occurrence of such action or omission; (ii) within thirty (30) days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or (iii) within such further time as may be allowed by the Director of DPHSS in writing. (b) This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The Director of DPHSS or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Director of DPHSS or designee of such officer. The notice required above should describe as clearly as practicable, at the time it is given, the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and (c) Contractor maintains and, upon request, makes available to the Director of DPHSS within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

Limitations of Clause. Nothing herein contained, however, shall excuse the Contractor from compliance with any rules of law precluding any government of Guam officers and

employees and any subcontractor, from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

Adjustment of Price. Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the terms of this contract and the laws and regulations of Guam.

7.20. Technology Access for Blind or Visually Impaired. In the event there is a purchase of information technology equipment or software, Contractor acknowledges that no government funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired.

7.21. Severable Provisions. If any provision of the contract shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the contract and the contract shall be enforced according to its valid and subsisting terms and provisions.

7.22. Electronic Data Protection Act of 2012. The Contractor acknowledges that any digital copier machine or digital copier machine services must be fully compliant with 5 GCA Chapter 14; and shall include equipment or software that erases storage media.

7.23. Nondiscrimination in Employment. Contractor agrees: i) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, age, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (ii) to include a provision similar to that in Subsection (i) above in any subcontract except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

7.24. Assignments. This Agreement or any sums due to the Contractor may not be assigned without the prior approval of DPHSS DPW BES, which approval will not unreasonably be withheld by DPHSS DPW BES.

7.25. Omissions. In the event that DPHSS DPW BES or the Contractor discovers any material omission in the provisions of the contract that is believed to be essential to the successful performance of the contract, each may so inform the other in writing and DPHSS DPW BES and Contractor shall, therefore, promptly negotiate in good faith with respect to such matters for the purpose of making such reasonable adjustments as may be necessary to perform the objective of the contract.

7.26. Savings. DPHSS DPW BES and the Contractor acknowledge the possibility that substantial changes in federal and local laws and regulations applicable to the contract could occur and expressly agree to modify and amend the contract as necessary to comply with such changes.

7.27. Governing Law. The validity of this contract and of any of its terms or provisions, as well as the rights and duties of the parties to this contract, shall be governed by the laws of the government of Guam.

7.28. Government of Guam not Liable. DPHSS DPW BES assumes no liability for any accident or injury that may occur to the Contractor, his or her agents, dependents, or personal property while in route to or from DPHSS DPW BES or during any travel mandated by the terms of this contract. DPHSS DPW BES shall not be liable to Contractor for any work performed by the Contractor prior to the approval of the contract agreement by the Governor of Guam, and the Contractor hereby expressly waives any and all claims for professional services performed in expectation of the contract prior to its approval by the Governor of Guam.

7.29. Independent Contractor Status. The Contractor understands that its relationship with DPHSS DPW BES is an as an independent consultant or the Contractor, and not as an employee of the government. No employee benefits such as insurance coverage, participation in the government retirement system, or accumulation of vacation or sick leave shall accrue to the offeror or its individual employees, if any. Except for the Non-Resident Tax Withholding above, no type of tax will be withheld from payments made to the awarded offeror.

7.30. Integration. The contract shall supersede any and all other prior agreements, either oral or in writing, between the parties with respect to the retainer of the Contractor, and contains all the covenants and agreements between such parties with respect to the retainer in any manner whatsoever. Each party to the contract shall acknowledge that no agreements otherwise have been made by any party, or anyone acting on behalf of any

party, which are not embodied within the contract, and that no other agreement, statement, or promise not contained in the contract will be valid or binding.

7.31. General Compliance with Laws. The Contractor shall comply with all federal and local laws and regulations applicable to the professional services performed.

7.32. Survival. All warranties, intellectual property rights, confidentiality obligations and indemnification clauses shall be deemed to have been relied upon the other party, and shall survive completion of this contract and shall not merge in the performance of any party hereto.

7.33. Waiver. No waiver by any party on any occasion shall be construed as a bar or waiver of any right or remedy on any future occasion.

7.34. Sovereign Immunity. The Territory of Guam was established by act of the U.S. Congress and is a sovereign entity. Guam's sovereign immunity is only waived to the extent it is expressly waived by Guam's Legislature. See 48 U.S.C. §1421(a). Guam waives its sovereign immunity in 5 GCA Chapter 6 Government Claims Act, and in 5 GCA Chapter 5 § 5480. The government of Guam and DPHSS DPW BES, a line agency of the government of Guam, do not waive sovereign immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as sovereigns. Designations of venue, choice of law, enforcement action, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement will not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity will be construed in favor of sovereign immunity.

7.35. Scope of Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retainment of the Contractor by DPHSS DPW BES, and contains all of the covenants and agreements between the parties with respect to such retainment in any manner, whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged. For the purposes of this paragraph and the entire Agreement the signature of the Governor is the only signature that will bind DPHSS DPW BES.

7.3.8. Federal Participation Funds. The Contractor acknowledges that the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the United States Department of Agriculture (USDA) 2 C.F.R. Part 200, Subtitle B Chapter IV, apply to this contract in addition to any requirements set forth by USDA FNS with regard to its award of funding to DPHSS DPW BES. DPHSS DPW BES is a "state" within the meaning of 2 C.F.R. §200.317 and follows the policies and procedures it uses for procurements from its non-Federal funds, and in compliance with §200.317 utilizes the attached appendices in its vendor contracts, which individually signed, dated and certified by its vendors, and incorporated herein as if fully rewritten. DPHSS DPW BES' vendors were applicable also therein agree to flow through where applicable the provisions to their subcontractors.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-

Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the

recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials. (See §200.322 A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes

energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates indicated by their respective names.

CONTRACTOR

FIDELITY INFORMATION SYSTEMS, LLC

By its Line of Business Executive

Naveen Nukala

DATE: 6/19/2017

GOVERNMENT OF GUAM

OFFICE OF TECHNOLOGY

By its Chief Technology Officer

for [Signature]
FRANK L.G. LUJAN
DATE: 6-15-17

**DEPARTMENT OF PUBLIC HEALTH
AND SOCIAL SERVICES**

By its Director

[Signature]
JAMES W. GILLAN
DATE: 6/13/17

CERTIFIED FUNDS AVAILABLE:

Account Number: N/A
Amount: No funds certification ✓
Vendor Number: _____
Document Number: C17-1700-061

SNAP Admin./Cash Assistance
5101B171729MA110230 \$28,000.00 ✓
5101B171728PA108230 \$ 1,200.00 ✓
H Total: \$29,200.00 ✓

APPROVED: [Signature] **CLEARED PER BBMR'S REVIEW**
JP 6/21/17

[Signature]
LESTER L. CARLSON JR.
Acting Director
Bureau of Budget and Management Research
DATE: JUN 22 2017

[Signature]
TOMMY C. TRITAGUE
Certifying Officer
Department of Public Health and
Social Services
DATE: JUN 13 2017

APPROVED AS TO LEGALITY AND FORM:

[Signature]
ELIZABETH BARRETT-ANDERSON
for Attorney General DPHSS 15-0368
Office of the Attorney General
DATE: 6/23/17

RECEIVED

JUN 15 2017

Bureau of Budget and
Management Research

APPROVED:

[Signature]
EDWARD B. CALVO
Governor of Guam
DATE: 6/29/17

RECEIVED

JUN 21 2017

Bureau of Budget and
Management Research

DEPARTMENT OF ADMINISTRATION
DIVISION OF ACCOUNTS
Registration Date: 6/29/2017
Registration No. 4170600970
Vendor No. 10070212
Registered By: R 06/29/2017

APPENDIX 1 Deliverables

“Contract Execution” – for the purpose of this chart shall be deemed to be replaced with the DPHSS DPW BES written notice to proceed (NTP) date to contractor. The written NTP is issued by DPHSS DPW BES to contract after the contract is executed and in effect.

Prior to conversion, no costs are associated with work performed. Conversion process began in November 2016 with the Kick-Off Meeting.

RFP No.	Deliverable or Documentation	Start Date	Due Date	Completion Date
	Notice to Proceed (NTP)			
7.1.1	Project Initiation / Kick-Off Meeting	11/28/2016	Scheduled within one week of NTP to occur within three weeks of NTP or at State's discretion	11/30/2016
7.1.1	Technical Memorandum (documenting agreements made in Project Initiation/Kick-Off Meeting)	11/30/2016	Within five business days of Project Initiation Meeting	11/30/2016
6.5.1	Status Reports	2/1/2017	Weekly prior to system conversion. Monthly after system conversion.	Ongoing
6.5.1	Status Meetings/Calls	2/1/2017	Weekly prior to system conversion	Ongoing
6.5.2	Project Work Plan and Schedule	11/30/2016	Draft due within three weeks of NTP Final due within ten business days following DPHSS DPW BES comments	01/11/17
7.2.6	Staff Training on what to expect during transition and conversion	11/28/2016	Within one month from NTP	4/20-21/2017
6.5.3	Transition and Implementation Plans	2/1/2017	Draft due within three weeks of NTP Final due within three weeks of NTP Estimated completion is 5/5/2017.	5/5/2017
6.5.4.1	Functional Design Document	4/26/2017	Within three months of NTP Draft received 4/26/2017.	5/16/2017
6.5.4.2	Detailed Design Document	2/2017	Within four months of NTP	5/16/2017
6.5.4.3	Integrated Voice Response (IVR) Scripts	2/2017	Within three months of NTP	5/4/2017
6.5.4.4	Card Design	3/2017	Within three months of NTP PDF sent 3/29/2017	5/11/2017
6.5.5	Systems Operations and Interface Procedures Manual	4/2017	Within eight months of NTP	5/11/2017
6.5.6.1	System Life Cycle Test Plan	1/29/2017	Within five month of NTP This is already in the SharePoint website	1/29/2017

6.5.6.2	User Acceptance Test Plan and Test Scripts	4/2017	Within twenty four months after NTP Draft available for the User Acceptance Training in Milwaukee, WI on May 3-4, 2017.	5/3/2017
6.5.6.3	Test Reports	5/4/2017	Within two weeks of completing system test. Will received these reports at the User Acceptance Training on May 3-4, 2017.	5/4/2017 5/24/2017
6.5.7	Back-up and Contingency Plan	1/29/2017	Within six month of NTP Already in the SharePoint website. (Continuity of Business Pan)	1/29/2017
6.5.8	System Security Plan	1/29/2017	Within six months of NTP Already in the SharePoint website. (Continuity of Business Pan)	1/29/2017
6.5.9	Training Plans and Materials	4/2017	Within five months of NTP 1 st draft of training plan was received on 4/20/2017. Card materials are in progress.	5/23/2017
6.5.10	Report Manual	1/29/2017	Within one month of system conversion. Already in the SharePoint website.	1/29/2017
	User Acceptance Testing (UAT) – Milwaukee, WI	5/3/2017	Within two months prior to conversion. To be held in Milwaukee, WI	5/4/2017
6.5.11	Retailer and Third Party Processor Agreements	1/29/2017	Within four months of system conversion Estimated completion date is 10/2017	1/29/2017
6.5.12	Settlement and Reconciliation Manual		Within one month of system conversion Estimated completion date is 7/2017	Pending
6.5.13	Administrative Functionality Manual		Within two months of system conversion Estimated completion date is 8/2017	Pending
6.5.14	End-of-Contract Transition Plan		Within eight months of NTP Estimated completion date is 2/2018	Pending
6.5.1	Monthly Reports (after conversion)	7/2017	Monthly after conversion	Pending
6.5.1	Status Calls (after conversion on an as needed basis)		As needed after conversion	Pending

Contractor's Cost Proposal

(To be attached in full)

Contractor's Technical Proposal

(Incorporated by reference in its entirety, although not attached)

WSEA EBT Alliance Colorado RFP 2015000247 for the Re-Procurement of EBT Services

(Incorporated by reference in its entirety, although not attached)



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Cost Proposal

Pricing Approach

11.1 Pricing Approach

The WSEA States are purchasing core EBT services and may purchase optional services as specified in this RFP. The selected EBT Contractor will provide all system components, hardware, software, interfaces, professional services and any other services necessary to meet this RFP's requirements at the prices specified in their offer. The WSEA States will incur no additional fees.

Offeror's Cost per Case Month (CPCM) prices shall be based on the standard CPCM tiered pricing approach for core EBT services. The core service requirements include all EBT services requirements as specified in the RFP. In constructing the prices, Offerors are directed to RFP Sections 5.2: Invoicing for SNAP EBT Services and 5.3: Invoicing for WIC EBT Services for information on CPCM invoicing requirements. As indicated in these sections, the CPCM charge to participating WSEA States for any billing month will be based on the total number of active cases for all WSEA States for the billing month and the CPCM specified in the offer for that case volume tier. In addition, to CPCM pricing, WSEA is requesting pricing as specified for:

- Transition and conversion services.
- Hardware on a per unit basis.
- Optional EBT fee for services.
- Optional services that may increase or decrease the offered CPCM.
- Optional disaster vault card and PIN stock.
- Optional financial remedies.
- Optional branded debit card services and

As indicated in RFP Section 1, best and final offers may be requested at the option of the WSEA. However, there is no guarantee that best and final offers will be requested.

FIS Cost Proposal for the WSEA States

FIS is pleased to submit our Cost Proposal for the delivery of quality EBT services to the WSEA States. FIS will provide to the WSEA States all the necessary system components, hardware, software, interfaces, professional services and all other services necessary, including the optional services as outlined in our fully compliant Technical Proposal. All pricing for these services are included in this separate Cost Proposal. There are no additional fees to the WSEA States other than what is presented in our Cost Proposal.

The Cost per Case Month (CPCM) prices are based on the standard CPCM tiered pricing approach for core EBT services which includes all EBT services requirements as specified in the RFP and which have been fully addressed in our Technical Proposal. We have carefully reviewed all the RFP requirements, including RFP Sections 5.2: Invoicing for SNAP EBT Services and 5.3: Invoicing for WIC EBT Services. We are very clear on the CPCM invoicing requirements. FIS' charge to participating WSEA States for any billing month will be based on the total number of active cases for all WSEA States for the billing month and the CPCM specified in the offer for that case volume tier.

FIS has carefully and thoughtfully prepared our Cost Proposal for the WSEA States with the most competitive pricing possible, while presenting various options for consideration which

offer added value and reduced costs. In preparing and completing each required Pricing Schedule, FIS considered all aspects of the current statistics of the WSEA States EBT Programs, including current caseload information for both SNAP, Cash, and WIC EBT, all the State staff and State offices to be supported, the number of EBT retailers – both exempt and non-exempt – throughout the State, the number of point-of-sale devices to support, all requirements outlined in the RFP, all terms and conditions, and the required performance standards.

FIS understands that a best and final offer may be requested by the WSEA States; however, we understand there is no guarantee of that occurring. If a best and final pricing is requested, we will comply with such a request, however we have prepared this Cost Proposal with the most competitive pricing available in case a best and final offer is not requested.

We are confident that this Cost Proposal accurately reflects the cost of providing the WSEA States with the highest quality EBT services available in the marketplace today, and all of which we believe represent the best value possible.

FIS has completed the required Pricing Schedules which includes the following:

- Schedule 1: Transition and Conversion Pricing
- Schedule 2: CPCM Pricing for Core Services
- Schedule 3: Per Unit Hardware Prices
- Schedule 4: EBT Fee For Service – Optional Services
- Schedule 5: Increase or Decrease in CPCM – Optional Services
- Schedule 6: Optional Disaster Cards – Vault Card and PIN Stock
- Schedule 7: Optional Financial Remedies
- Schedule 8: Optional Branded Debit Card Fees

Where necessary, FIS has provided a short narrative to explain our pricing approach preceding each Pricing Schedule.



Pricing Schedules

11.2 Pricing Schedules

Offerors are required to submit their price proposal using the following Price Schedules. The Price Schedules must be completed in their entirety. If needed, the Offeror may include a narrative to explain their pricing approach or components

As instructed, FIS is providing its price proposal components using the Price Schedules provided in RFP sections 11.2.1 through 11.2.9.

Schedule 1: Transition and Conversion Pricing

11.2.1 Transition and Conversion Pricing

The Offeror shall provide a firm, fixed price per State for transition and conversion from the current EBT system. Refer to RFP Section 8: Transition/Conversion and Implementation for requirements. A quote must be provided for each State. If an Offeror is not proposing a price for a State, the cell must indicate \$0. The respective WSEA State will pay the transition and conversion cost following the successful transition to the new EBT system.

FIS is pleased to waive all transition/conversion and implementation costs to all WSEA States. Schedule 1 indicates this with a \$0 within the Firm Fixed Price Per State cell.

Schedule 1 - Transition and Conversion Pricing

State	Firm Fixed Price Per State
Alaska	\$ 0
Arizona	\$ 0
Colorado	\$ 0
Guam	\$ 0
Hawaii	\$ 0
Idaho	\$ 0
Nebraska	\$ 0
Wyoming	\$ 0



Schedule 2: CPCM for Core EBT Services

11.2.2 Schedule 2: CPCM for Core EBT Services

The Offeror shall use the following pricing schedule to reflect their proposed CPCM pricing for the core EBT services. Refer to RFP Sections 5.2 and 5.3 for the definition of an active case for pricing and invoicing purposes.

For each State, the billing month's invoice shall be based on the total number of active cases for all participating WSEA States during that billing month. If the total case counts within a billing month fall outside of the range provided within the pricing schedule, the price will be set at the lowest or highest case ranges within this pricing schedule, as applicable.

The CPCM price for SNAP only accounts shall also include costs for interoperable transactions. The EBT Contractor will not receive separate payments for support interoperability of SNAP EBT transactions for the WSEA States.

FIS has completed Schedule 2, CPCM for Core EBT Services, in its entirety. Our proposed CPCM pricing for core EBT services is provided in the tiers requested for SNAP Only, Cash Only, Combined SNAP & Cash, and for WIC.

FIS understands that a "case" is defined as a single beneficiary unit receiving benefits through a single EBT account for one or more SNAP/cash benefit programs. We further acknowledge that, for invoicing purposes, active cases shall be those cases for which a benefit authorization has been posted to the account during the month, and that disaster cases, if any, shall be included in the total billing month case count.

The billing month's invoice provided by FIS to each State will be based upon the total number of active cases for all participating WSEA States during that billing month. Should the total case counts for the given month fall outside of the range provided in Schedule 2, FIS understands the CPCM price will be set at the lowest or highest case ranges within the Schedule.

The proposed CPCM price for SNAP only accounts includes costs for interoperable transactions. FIS understands that we will not receive separate payments for support of interoperability of SNAP EBT transactions for the WSEA States.

Schedule 2: CPCM for Core EBT Services

WSEA-Wide Active Cases for the Billing Month	SNAP Only CPCM	Cash Only CPCM	Combined SNAP & Cash CPCM	WIC CPCM
Less than 300,000	\$0.475	\$0.30	\$0.670	\$0.77
300,001 to 350,000	\$0.475	\$0.30	\$0.670	\$0.77
350,001 to 400,000	\$0.475	\$0.30	\$0.670	\$0.77
400,001 to 450,000	\$0.475	\$0.30	\$0.670	\$0.77
450,001 to 500,000	\$0.475	\$0.30	\$0.670	\$0.77
500,001 to 550,000	\$0.475	\$0.30	\$0.670	\$0.77
550,001 to 600,000	\$0.475	\$0.30	\$0.670	\$0.77
600,001 to 650,000	\$0.475	\$0.30	\$0.670	\$0.77
650,001 to 700,000	\$0.475	\$0.30	\$0.670	\$0.77
700,001 to 750,000	\$0.475	\$0.30	\$0.670	\$0.77
750,001 to 800,000	\$0.475	\$0.30	\$0.670	\$0.77
800,001 to 850,000	\$0.475	\$0.30	\$0.670	\$0.77
850,001 to 900,000	\$0.475	\$0.30	\$0.670	\$0.77
900,001 to 950,000	\$0.475	\$0.30	\$0.670	\$0.77
950,001 to 1,000,000	\$0.475	\$0.30	\$0.670	\$0.77
1,000,001 to 1,050,000	\$0.475	\$0.30	\$0.670	\$0.77
1,050,001 to 1,100,000	\$0.475	\$0.30	\$0.670	\$0.77
1,100,001 to 1,150,000	\$0.475	\$0.30	\$0.670	\$0.77
1,150,001 to 1,200,000	\$0.475	\$0.30	\$0.670	\$0.77
1,200,001 to 1,250,000	\$0.475	\$0.30	\$0.670	\$0.77
1,250,001 to 1,300,000	\$0.445	\$0.30	\$0.655	\$0.77
1,300,001 to 1,350,000	\$0.435	\$0.30	\$0.645	\$0.77
1,350,001 to 1,400,000	\$0.425	\$0.30	\$0.635	\$0.77
1,400,001 to 1,450,000	\$0.415	\$0.30	\$0.625	\$0.77
1,450,001 to 1,500,000	\$0.405	\$0.30	\$0.615	\$0.77
1,500,001 to 1,550,000	\$0.395	\$0.30	\$0.605	\$0.77
1,550,001 to 1,600,000	\$0.385	\$0.15	\$0.595	\$0.45

Schedule 3: Per Unit Hardware Prices

11.2.3 Schedule 3: Per Unit Hardware Prices

Offerors shall indicate their per unit purchase or lease price, as indicated, for specified hardware. The specified hardware may be purchased at the option of the State. There are no guarantees of minimum or maximum purchase amounts. Offerors must specify the brand, model and the technical specifications for the offered hardware.

In Schedule 3, Per Unit Hardware Prices, FIS is pleased to offer most of the required hardware to the WSEA States at no cost for the programs outlined in the RFP. For the few devices for which we have included a per unit price other than \$0, we acknowledge that such hardware may be purchased at the option of the State and that no guarantees are provided for the minimum or maximum purchase amounts of any hardware.

The brand, model number, and technical specification information for FIS' proposed hardware are provided below.

SNAP POS Terminal with Integrated PIN Pad

For SNAP POS hardware, FIS proposes the VeriFone VX 520 POS device with an internal attached PIN pad to the WSEA States at no cost.

SNAP POS Terminal with Hand Held PIN Pad

Should a POS terminal with a hand held PIN pad be preferred by any of the WSEA States, FIS proposes the VeriFone VX 520 with the VeriFone PINpad 1000SE at no cost.

Description of the VeriFone VX 520 and PIN Pad 1000SE

The VeriFone VX 520 is the next generation of EBT equipment. With an ATM-style interface, the terminal supports menu prompts with large type, has screen addressable keys, and has a large backlit display that can be seen in all lighting conditions. A major feature of the VX 520 is its high-speed integrated thermal printer.

The VeriFone VX 520 has sufficient memory to handle the foreseeable needs of the WSEA States' EBT program. It has enough capacity to conduct the dual application of SNAP and eWIC transactions, and has the industry's fastest processor, moving more transactions at lightening speeds. Additionally the VX 520 terminal comes with an optional EMV reader providing the ability to be adapted/upgraded for the States' future needs including to support smart card technology and optional services transactions.

With the VX 520 terminal, WSEA clients and retailers will continue to use the same familiar and reliable equipment they use today.

The VeriFone (nonintegrated) PINpad 1000SE features an easy-to-read character display that shows the purchase amount for client approval. The PIN pad provides a tactile keypad with audio and visual feedback for all key entries.

This separate PIN pad will be held by the client and can be turned so that others will not observe the keys pressed during PIN entry. For each key pressed, a beep will be produced and an asterisk will be displayed rather than the keyed value. The asterisk provides visual security and will indicate to the client the number of keys pressed without revealing the PIN. The audible beep, raised keys, and center dimple on the 5 key also help the visually impaired confirm that their PIN has been entered.

The VeriFone PINpad 1000SE complies with the ISO and ANSI standards for PIN encryption, key management, and Message Authentication Code (MAC), including features that provide ease-of-use while guarding against intrusion. The VeriFone PINpad 1000SE is a physically secure, tamper-resistant device equipped with a spring-loaded deactivation mechanism that destroys the security chip if the cover is removed. This action prevents anyone from tampering with the PIN pad to decipher the master encryption key. Battery backup maintains the encryption key in case of power outages. The PIN is encrypted within the PIN pad using the Triple DES (3DES) Data Encryption Standard. This is consistent with our system standard that the unencrypted PIN never appears anywhere within the system.

WIC POS Terminal with Hand Held PIN Pad & Bar Code Scanner

To equip any new WIC-approved vendors and also when supplying replacement equipment, FIS will deploy POS terminals with hand held PINpads. For WIC vendors, FIS supplies a barcode scanner that will be needed for UPC validation of WIC eligible products. FIS will install and maintain VeriFone VX 520 terminals and PINpad 1000SEs with Honeywell's Hyperion 1300g hand-held bar code scanners. The VX 520 equipment will meet all of WSEA's requirements including compliance with:

- ISO 8583 message formats
- Operating Rules for WIC EBT
- Industry standards
- All applicable FNS operating standards specified in 7 CFR §274.8 in the area of system:
 - Processing speeds
 - System availability and reliability
 - System security
 - System ease-of-use

- Minimum card and terminal requirements
- Minimum transaction set

The terminals are completely menu-driven, and are user-friendly. The vendor only needs to follow the prompts on the screen in order to perform a transaction.

Our proposed barcode scanner, the Honeywell Hyperion 1300g's, linear-imaging barcode scanner features an ideal balance of performance, best-in-class durability and ergonomics to provide years of hassle-free scanning, especially in scan-intensive or light industrial applications. Fast intuitive reading of 13 mil barcodes out to 18 inches (457 mm), as well as reading of high density barcodes as small as 3 mil are both enabled in a single linear imager, eliminating the need to purchase specialty scanners.

Magnetic Stripe Card Reader Device

FIS proposes the MagTek® Dynamag Secure Card Reader Authenticator for local office use. The Dynamag offers a reliable and convenient bi-directional swipe path, and employs industry standard Triple DES encryption. The Dynamag comes with a USB port for easy connection to the Agencies PC.

To perform card issuance over the counter, at a local office, authorized staff will log in to the webADMIN, navigate to the Add Card function screen. From there, using the attached Dynamag magnetic stripe card reader, the client's card can simply be swiped through the card reader. The card reader will read the PAN number from the card's magnetic track, and populate the PAN onto the card screen. From there the user needs to press the Update button on the Add Card screen and the card will be immediately linked to the case. Only local office staff with specific security rights will be able to perform this function.

PIN Selection/Change Terminal

On August 21, 2015, WSEA supplied the Answers to Vendor's Questions for RFP 20150000247. Per the Answer to Question # 11, FIS understands that the WSEA States are no longer using PIN selection machines in the local offices. Therefore, we have not provided PIN selection/change terminal pricing.

SNAP/WIC Wireless EBT-only Terminal

The FIS Wireless Payments Solution, developed in partnership with VeriFone and AT&T, accepts EBT, debit, and credit cards on a VX 680 handheld device. The VX 680 uses cell phone technology, and AT&T's network provides nationwide, reliable, and high-speed telecommunications coverage. By using top-of-the-line 3G technology used to transmit wireless

calls and AT&T's digital and extended network coverage, we have received rave reviews from farmers' markets that were unable to get connected with any other vendor's wireless terminals. As we inform prospective markets, "If you can make a cell phone call from your location, you can complete a transaction with our terminal."

Powered by POS and transaction processing software developed by FIS, the terminal supports the full transaction set required in all of our EBT projects, including cash transactions and voucher clearing. The VeriFone VX 680 terminal itself uses GPRS wireless technology TCP/IP over a data-packet network.

High Speed Embosser

FIS proposes the Datacard® CD820 TM card printer which is capable of printing over 100 cards per hour to support a State's centralized card production process. This card printer meets VISA and MasterCard instant issuance security guidelines, and is compact and convenient for desktop use. It has a 600-card capacity and security features to secure the cardstock within the printer.

Schedule 3-Per Unit Hardware Prices

Description	Price Per Unit
SNAP POS Terminal with Integrated PIN Pad	
Purchase price per EBT-only POS terminal	\$0.00
Monthly maintenance fee for purchased device, including supplies	\$0.00
Monthly lease price, including maintenance and supplies, per POS terminal	\$0.00
SNAP POS Terminal with Hand Held PIN Pad	
Purchase price per EBT-only POS terminal	\$0.00
Monthly maintenance fee for purchased devices, including supplies	\$0.00
Monthly lease price, including maintenance and supplies, per POS terminal	\$0.00
WIC POS Terminal with Integrated PIN Pad & Bar Code Reader	
Purchase price per WIC EBT-only POS terminal	\$0.00
Monthly maintenance fee for purchased devices, including supplies	\$0.00
Monthly lease price, including maintenance and supplies, per POS terminal	\$0.00
WIC POS Terminal with Hand Held PIN Pad & Bar Code Reader	
Purchase price per EBT-only POS terminal	\$0.00
Monthly maintenance fee for purchased terminals, including supplies	\$0.00
Monthly lease price, including maintenance and supplies, per POS terminal	\$0.00



Schedule 3: Per Unit Hardware Prices

Description	Price Per Unit
Magnetic Stripe Card Reader Device	
Purchase Price per magnetic stripe card reader	\$0.00
Monthly maintenance fee for purchased devices	\$0.00
Monthly lease price, including maintenance, per magnetic stripe card reader	\$0.00
PIN Selection/Change Terminal*	
Purchase price per PIN selection/change terminal	\$ N/A*
Monthly maintenance fee for purchased terminals	\$ N/A *
Monthly lease price, including maintenance, per PIN selection/change terminal	\$ N/A *
SNAP/WIC Wireless EBT-only Terminal	
Purchase price per Wireless EBT-only POS terminal	\$775.00
Monthly maintenance and communications fee for purchased devices, including supplies	\$ 45.00
Monthly lease price, including maintenance, communications and supplies, per Wireless EBT-only POS terminal	\$ 60.00
High Speed Embosser	
Purchase price per High Speed Embosser	\$2800.00
Monthly maintenance, including supplies, per High Speed Embosser	\$ 250.00
Monthly lease price per High Speed Embosser including monthly maintenance and supplies	\$ 348.00
Other Hardware	
Investigative/test cards (25 card purchases)	\$0.00

* Per Answer #11 of the States' Answers in response to RFP 20150000247 questions, issued on August 21, 2015, FIS understands that the WSEA States are no longer using PIN selection machines in the local offices. Therefore, we have not provided PIN selection/change terminal pricing.

Schedule 4: EBT Fee for Service – Optional Services

11.2.4 Schedule 4: EBT Fee for Service – Optional Services

Offerors shall indicate their price for the specified EBT services. Offerors are required to offer and price these services. The services will be purchased at the option of the State. There are no guarantees of minimum or maximum purchase volumes.

Please Note: The pricing schedule below was changed to add a row for CCTA as instructed in Answer #30 of the States' Answers in response to RFP 20150000247 questions, issued on August 21, 2015, which states, "Pricing for CCTA should be included in Pricing Schedule 4: EBT Fee for Service – Optional Services. Different pricing can be provided based upon the alternatives being proposed."

In the table below, FIS has provided our fees for service for the optional services indicated by the WSEA States.

Schedule 4: EBT Fee for Service		
Description of Service	Unit of Measure	Unit Price
Calls to the ARJ/CSR in excess of basic level of service 4 (refer to RFP Section 10.8)	Per Call	\$ 0.00
Client paid ATM transactions	Per ATM Transaction	\$ 0.32
State paid ATM transactions	Per ATM Transaction	\$ 0.32
ACH Fee: For direct deposit to client and provider bank accounts	Per ACH Origination	\$ 0.02
One time reissue of EBT Card Base (refer to RFP Section 10.5.7)	Per Card	\$ 1.10
Professional Services in excess of 300 hours per year for each State (refer to RFP Section 10.17.7)	Per Labor Hour	\$70.00
Level II Disaster Services (refer to RFP Section 10.18.3)	Per Incident	\$ 0.00
Fees assessed to third party processors for processing adjustment requests	Per Adjustment	\$ 7.00
Onsite installation of EBT-only equipment	Per Install	\$0.00
CCTA	Cost Per Case Month (*Upfront Development Fee may apply)	\$0.75

*Please note that an upfront development fee may be charged based on the States' specific Child Care program requirements.



Schedule 5: Increase or Decrease in CPCM – Optional Services

11.2.5 Schedule 5: Increase or Decrease in CPCM - Optional Services

Offerors shall specify the increase or decrease in the core CPCM (Offeror's price specified in Schedule 2: Core CPCM Pricing) for the following optional EBT services. Offerors are required to offer and price these services. The services may be purchased at the option of the State and there is no guarantee of minimum or maximum purchase amounts. If there is no change to the CPCM for the optional service, the incremental CPCM increase/decrease should be listed as zero.

FIS has indicated any increase and any decrease in the core CPCM pricing, which is specified in Schedule 2: Core CPCM Pricing for the following optional EBT services. We understand that these services may be purchased at the option of any or all of the WSEA States and that there is no guarantee of minimum or maximum purchase amounts. Where there is no change to the CPCM for the optional service, we have listed the incremental CPCM increase/decrease as zero.

Please note: The pricing schedule below was changed to add a row for Rollover of Unused Hours as instructed in Answer #41 of the States' Answers in response to RFP 2015000247 questions, issued on August 21, 2015, which states, "Because a couple of the WSEA states are looking at updates/changes to their eligibility system, WSEA would like the option for States to rollover unused hours if they so choose. Please provide a pricing option in Pricing Schedule 5: Increase or decrease in CPCM – Optional Services for those States that wish to rollover their unused hours"

Schedule 6: Increase or Decrease in CPCM – Optional Services

Optional Service or Service Improvement Description	Incremental CPCM Increase (+) or Decrease (-)
On shore customer service center (increase in the core CPCM)	\$0.0000
Interpretive Services for CSR support for up to five (5) languages in addition to English and Spanish (increase in the core CPCM)	\$0.0000
One (1) free ATM transaction per month provided by the State to clients (increase in the core cash CPCM)	(+) \$0.3000
Two (2) free ATM transactions per month provided by the State to clients (increase in the core cash CPCM)	(+) \$0.4500
Increase number of base level professional services hours to 400 per year (increase in the core CPCM)	(+) \$0.0030
State prints training materials supplied by the EBT Contractor (decrease in the core CPCM)	(-) \$0.0002
Eliminate EBT Contractor provided training materials (decrease in the core CPCM)	(-) \$0.0004
Provide Client Training Digital Media (increase in the core CPCM)	\$0.0000
Eliminate hologram on card (decrease in the core CPCM)	(-) \$0.0019
Eliminate card sleeve (decrease in the core CPCM)	(-) \$0.0022

Schedule 5: Increase or Decrease in GPCM – Optional Services

Optional Service or Service Improvement Description	Incremental CPCM Increase (+) or Decrease (-)
Issue all new and replacement cards over the counter (decrease in the core CPCM)	(-)\$0.0150
Customer services for WIC only available during business hours (8:00 am to 6:00 pm) local time (decrease in the core CPCM)	\$0.0000
ACH Administrative Services (RFP Section 10.13.5) (increase in the core CPCM)	(+)\$0.0200
Other: (specify) Per Question and Answer # 41, Rollover Unused Hours has been added to Schedule Optional Services for those States that wish to rollover their unused hours	(+)\$0.001
Other: (specify)	\$



Schedule 6: Optional Disaster Cards – Vault Card and PIN Stock

Offerors shall specify a unit cost per card/PIN for order quantities specified.

In Schedule 6 below, FIS has provided the unit cost per Disaster Card/PIN stock for the quantities specified.

Schedule 6: Optional Disaster Cards – Vault Card and PIN Stock

Required Number of Vault Cards and Pre- Assigned PINS	Unit Cost per Card/PIN
1 – 10,000 cards/PINs	\$0.175
10,001 – 20,000 cards/PINs	\$0.175
20,001 – 40,000 cards/PINs	\$0.175
>40,000 cards/PINs	\$0.175

Schedule 7: Optional Financial Remedies

Schedule 7: Optional Financial Remedies

At the option of each State, financial remedies in the form of liquidated damages may be included in a State's contract with the selected Contractor. Refer to RFP Section 5.5.4.

In Schedule 7 below, FIS has provided the incremental CPCM increase per State. We understand that this option can be taken or not taken by each individual WSEA State. This increase represents financial remedies in the form of liquidated damages which may be included in a State's contract with FIS if the individual State selects this option.

Schedule 7: Optional Financial Remedies

State	Incremental CPCM Increase Per State
Alaska	\$0.01
Arizona	\$0.01
Colorado	\$0.01
Guam	\$0.01
Hawaii	\$0.01
Idaho	\$0.01
Nebraska	\$0.01
Wyoming	\$0.01



Schedule 8: Optional Branded Debit Card Fees

11.2.8 Schedule 8 Optional Branded Debit Card Fees

As specified in RFP Section 10.14, the States may elect to provide cash benefits via a branded debit card product. In Schedule 7, the Offeror shall disclose any fees that may be charged to the clients for the use of the card, the account and any provided standard or option services. If no fee will be charged, the unit price shall be designated as \$0.

FIS' proposed optional branded debit card fees are provided below in Schedule 8. We understand the WSEA States may elect to provide cash benefits or other agency administered payments via the branded debit card, but as referenced in Answer #26 of the States' Answers in response to vendor's Questions to RFP 20150000247 which were issued August 21, 2015, the States are unable to confirm at this time if any such payments will be implemented under this contract award. However, for the States' consideration, we have provided our optional branded debit card fees below in conjunction with our branded debit card partner, KeyBank. The opportunity to provide an alternative method of payment that results in a direct cost savings to government agencies—as well as to some of our nation's most economically vulnerable citizens—aligns with both FIS' and Key's commitment to corporate responsibility, which recognizes that our firms are both not only responsible for our companies, but we are also responsible for the clients and the communities we serve. To this end, our subcontractor, KeyBank, will take responsibility for all on-boarding, training, and implementation costs. We are pleased to offer these services at **absolutely no cost to the agency**. Aligned to our commitment to the community and a low-cost set of solutions, all point-of-sale purchases, cash back, in-network ATM withdrawals and balance inquiries, teller-assisted withdrawals at MasterCard member banks, and 24x7x365 live agent support, as well as through our user-friendly cardholder website will be offered to cardholders at **no cost**. By including KeyBank and Allpoint ATMs on an unlimited-free basis, cardholders will have access to over 44,000 ATMs across the United States; in addition to unlimited-free access to *any* bank or credit union that accepts MasterCard for teller-assisted cash withdrawals. Our branded debit card pricing proposal is very simple. A fee will either be assessed for a transaction or not; transaction fees are not dependent on various business rules that can easily confuse cardholders.

The table below outlines the pricing schedule for the branded debit card programs and includes a variety of cardholder services and access points with no associated costs, whatsoever.

Schedule 8: Optional Branded Debit Card Fees		
Description of Service	Unit of Measure	Unit Price
Initial Card Issuance	Per Card	\$0.00
Card Replacement	Per Card	\$5.00 after one free per year
Monthly Account Fee	Per Account	\$0.00
POS Transaction Fees – including cash back	Per Transaction	\$0.00
ATM Withdrawal Transaction Fee	Per Transaction	\$0.00, unlimited free at Key and Allpoint ATMs

Schedule 9: WIC Start-Up Costs

11.2.9 Schedule 9: WIC Start-Up Costs

The Offeror shall provide a firm, fixed price for WIC start-up costs. At this time, only four WSEA States are planning to acquire WIC EBT services through the WSEA contract. If an Offeror is not proposing a price, the cell must indicate \$0. In their pricing response, Offerors are required to provide a detailed explanation of the costs comprising the WIC start-up costs. Costs should be broken out by the appropriate line item (e.g. interface testing, UAT, system configuration, retailer certification), with an explanation of the line item.

FIS is pleased to offer a firm, fixed price for WIC start-up to each of the four WSEA States considering WIC EBT services through the WSEA contract.

Below are the main components that comprise the WIC start-up costs with a break-out of the costs per item and a short explanation of each.

Break-out of WIC start-up cost and a short description of each main component:

1. Project Management

- a. Cost: \$37,000
- b. Description: Plan, facilitate, coordinate, monitor and manage all of the work processes and tasks needed to successfully implement WIC EBT.

2. Requirements Validation

- a. Cost: \$3,500
- b. Description: Communicate and confirm with the State the feature and function they will be receiving with their implementation of WIC Direct and identify any gaps.

3. Deliverable preparation (21 identified deliverables)

- a. Cost: \$13,000
- b. Description: Write, edit, modify and deliver the twenty one deliverable documents required by the States and work with the State (and FNS as necessary) to achieve final approval and acceptance.

4. MIS interface design and specifications

- a. Cost: \$3,500
- b. Description: Work with the State and its MIS technology provider to identify the interface functionality necessary between the MIS and EBT systems and develop the final detail specifications for the implementation of that interface (consistent with the WUMEI).

5. MIS Interface development and testing

- a. Cost: \$9,000

- b. Description: Build or modify the interface software as necessary to conform to the agreed upon specification. Provide a test platform and technical support for the MIS provider to test the interface functionality. Work with the State and MIS technology provider to certify that the interface as implemented conforms to the specification and is working as expected.
- 6. **Card Design / production**
 - a. Cost: \$5,500
 - b. Description: Work with the State to develop the unique card design, prepare and produce the EBT cards.
- 7. **Software modifications as necessary to meet project requirements**
 - a. Cost: \$24,000
 - b. Description: Build or modify the WIC Direct core software to provide the total set of WIC EBT functionality required by the States.
- 8. **System Testing**
 - a. Cost: \$4,500
 - b. Description: Verify the system performs according to the specifications. Perform ancillary testing as required (e.g. performance, stress, functional, backup, etc.)
- 9. **User Acceptance Testing**
 - a. Cost: \$6,500
 - b. Description: Develop comprehensive test plans and scripts. Lead, facilitate and manage the User Acceptance testing (at the agency site). Track issues, provide corrections where necessary and achieve certification from the Agency to begin pilot operations.
- 10. **Retailer Enablement**
 - a. Cost: \$30,000
 - b. Description: Undertake all activities necessary to get the Agency's authorized WIC vendors enabled and certified to participate in the WIC EBT program. This includes overall process management, retailer outreach, coordination and technical support, certification environments and testing support, on-site certifications of integrated retailer systems, deploying State provided stand-beside WIC capable POS to non-integrated stores and train these stores on use of equipment.

11. User Training

- a. Cost: \$3,500
- b. Description: Provide training to State Agency users on all aspects of the WIC EBT solution including settlement and reconciliation. Support training in the clinics as required.

12. System Installation and Configuration

- a. Cost: \$5,500
- b. Description: Install the productive instance of the WIC EBT processing solution, brand it for the specific state, and configure the persistent data (e.g. cards, stores, APL, etc.). Establish the BIN used to route agency transactions throughout the commercial payment networks, set up the bank settlement processes, establish the customer service toll free numbers, customize the IVR scripts as necessary, configure telecommunications and firewalls, provide end-to-end testing as a final check before going live. Activate the State Agency help desk (for issue reporting and tracking)

13. Pilot and Roll Out Support

- a. Cost: \$4,500
- b. Description: Participate in planning for pilot and rollout activities. Provide enhanced levels of monitoring and support during pilot phase. Assist as required in preparing pilot evaluation. Deploy card inventory to the clinics and communicate with vendors. Coordinate and communicate frequently with State Agency on status of all project activities and identified issues. Resolve identified issues promptly.

For further details of each these component which are part of the WIC start-up efforts, please refer to FIS' Technical Proposal, 9.21, WIC EBT Requirements.

Schedule 9: WIC Start-Up Costs

State	Start-Up Price Per State
Alaska	\$150,000.00
Hawaii	\$150,000.00
Idaho	\$150,000.00
Nebraska	\$150,000.00

C

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First Amendment to the
Electronic Benefit Transfer (EBT)
Services Agreement Between
Guam DPHSS DPW BES and FIS

FIRST AMENDMENT TO THE
ELECTRONIC BENEFIT TRANSFER (EBT) SERVICES AGREEMENT

BETWEEN

THE TERRITORY OF GUAM, DEPARTMENT OF PUBLIC HEALTH AND SOCIAL
SERVICES, DIVISION OF PUBLIC WELFARE, BUREAU OF ECONOMIC SECURITY
(DPHSS DPW BES)

AND

FIDELITY INFORMATION SERVICES, LLC (FIS)

THIS FIRST AMENDMENT to the Electronic Benefit Transfer Services Agreement is entered into by and between the Guam Department of Public Health and Social Services, Division of Public Welfare, Bureau of Economic Security (DPHSS DPW BES) and Fidelity Information Services, LLC (FIS or Contractor).

WHEREAS, the Electronic Benefit Transfer Services Agreement (Agreement) signed by the Governor of Guam on June 29, 2017 is in place between the parties through September 30, 2024, with an option to renew for up to two (2) one (1) year periods, subject to appropriation, availability and allocation of funds.

WHEREAS, pursuant to Section 3.3 of the Agreement the parties agreed to the certification of funds on an annual basis in a not to exceed amount; with the availability of multiple certification of funds in any Fiscal Year.

WHEREAS, the parties in this First Amendment seek to add funds for Fiscal Year 2018.

WHEREAS, the parties additionally seek to amend the agreement to reflect DPHSS DPW BES re-computation of anticipated case load and aggregate price/cost calculation, with resulting changes to the Table in the last WHEREAS clause in the Agreement.

NOW, THEREFORE, and in consideration of the mutual covenants hereinafter set forth, DPHSS DPW BES and the Contractor mutually agree as follows:

1. The Table in the last WHEREAS clause (pages 2-3 of the Agreement) is replaced with DPHSS DPW BES' Exhibit A, attached hereto and incorporate herein as if fully re-written. The account numbers will change in part based on fiscal years.
2. Section 3. Payment and Subsection 3.1. Aggregate Price/Cost (pages 4-5 of the Agreement) is replaced with the following in keeping with Exhibit A.

"Section 3. Payment. DPHSS DPW BES agrees to pay the Contractor for the services described in the RFP, the Contractor's Technical Proposal and the Contractor's Cost

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OCT 27 2018
BEMR

Proposal. The total payment under this contract through September 30, 2024, based on anticipated case load, shall not exceed the amount of Nine Hundred One Thousand, Five Hundred Eighty Three and Ten Cents (\$901,583.10). The Nine Hundred One Thousand, Five Hundred Eighty Three and Ten Cents (\$901,583.10) includes the Aggregate Pricing/Costs (below), and DPHSS DPW BES's election of the option to include the high speed embosser including monthly maintenance and supplies, at a unit price of Three Hundred Forty-Eight (\$348.00) monthly, in a total not to exceed the amount of One Hundred Twelve Thousand Seven Hundred Fifty Dollars (\$112,750.00) thru September 30, 2024, and additionally includes any other optional pluses or minus as set forth below through September 2024.

DPHSS DPW BES has identified funds in the not to exceed amount of Nine Hundred One Thousand, Five Hundred Eighty Three and Ten Cents (\$901,583.10) in the Recitals above. No payment shall be made for work performed before the Effective Date of this Agreement. Except as otherwise provided in this Agreement, the Contractor shall pay all costs and expenses incurred by the Contractor or on its behalf in connection with Contractor's performance and compliance with all Contractor's obligations under this Agreement.

3.1. Aggregate Pricing/Cost. The Contractor's compensation for the Core EBT services provided to the WSEA states including Guam DPHSS DPW BES is based on a Cost Per Case Month (CPCM) in a tiered manner. The tiers are SNAP Only, Cash Only and the Combined SNAP and Cash with cost/price adjustable in keeping with the requirements of the RFP, the Contractor's Technical Proposal and the Contractor's Cost Proposal and applicable between the parties as follows:

- the CPCM price of \$0.4709 per Guam SNAP case
- the CPCM price of \$0.2959 per Guam Cash Only case
- the price of \$0.6659 for Combined SNAP and Case CPCM

This CPCM is subject to change monthly based on the combined case volume of all WSEA states if the caseload were to exceed 1,250,000 cases.

Note: In Schedule 5 of the Contractor's Cost Proposal "Increase or Decrease in CPCM – Optional Services", the DPHSS DPW BES elects to exclude within the core CPCM fees the hologram on the card at a minus (-) \$0.0019 decrease. The CPCM price per Guam SNAP case is \$0.4709."

3. DPHSS DPW BES for FY 2018 certifies an amount of Twenty-Seven Thousand Two Hundred Eighty-Seven and Seventy Six Cents (\$27,287.76) from October 1, 2017 to December 30, 2017 pursuant to Section 3.3. of the Agreement.

First Amendment to the
Electronic Benefit Transfer (EBT)
Services Agreement Between
Guam DPHSS DPW BES and FIS

All other terms and conditions for services remain the same.

Further parties sayeth naught.


SIGNATURE PAGE FOLLOWS:

First Amendment to the
Electronic Benefit Transfer (EBT)
Services Agreement Between
Guam DPHSS DPW BES and FIS

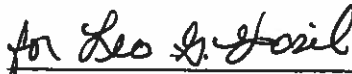
IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement on the dates indicated by their respective names.

CONTRACTOR
FIDELITY INFORMATION SYSTEMS, LLC
By its Line of Business Executive

GOVERNMENT OF GUAM
DEPARTMENT OF PUBLIC HEALTH
AND SOCIAL SERVICES
By its Director



NAVEEN NUKALA
DATE: 10/18/2017




JAMES W. GILLAN
DATE: 10/26/17


CERTIFIED FUNDS AVAILABLE:

Account: 5101H151728PA108230
Document No. C18-1700-011


Amount: \$27,287.76
Vendor No.: F0020212



TOMMY C. DAITAGUE
Certifying Officer, Department of
Health and Social Services
DATE: OCT 25 2017


APPROVED: **CLEARED PER
BEMR'S REVIEW**


LESTER L. CARLSON JR.
Acting Director
Bureau of Budget and Management Research
DATE: OCT 30 2017

APPROVED AS TO LEGALITY AND FORM:


ELIZABETH BARRETT-ANDERSON
Attorney General
Office of the Attorney General
DATE: 11/16/17

RECEIVED
OCT 27 2017
Bureau of Budget and
Management Research

APPROVED:


EDWARD B. CALVO
Governor of Guam
DATE: 11/27/17

DEPARTMENT OF ADMINISTRATION
DIVISION OF ACCOUNTS
Registration Date: 11/27/2017
Registration No. C170600970
Vendor No. F0020212 AMOD B/ INCURRED
Registered By: R 11/30/2017
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11 01 17 SOL 2017/3589
OFFICE OF THE ATTORNEY GENERAL
SOLICITORS DIVISION

2/1/18
JAN 30 2018
Bureau of Budget and
Management Research

SECOND AMENDMENT FOR FISCAL YEAR 2018
TO THE ELECTRONIC BENEFIT TRANSFER (EBT) SERVICES AGREEMENT
BETWEEN

THE TERRITORY OF GUAM, DEPARTMENT OF PUBLIC HEALTH AND SOCIAL
SERVICES, DIVISION OF PUBLIC WELFARE, BUREAU OF ECONOMIC SECURITY
(DPHSS DPW BES)

AND

FIDELITY INFORMATION SERVICES, LLC (FIS)

Western State EBT Alliance (WSEA) Colorado RFP 201500247 for the Re-Procurement of EBT
Services

THIS SECOND AMENDMENT FOR FISCAL YEAR 2018 to the Electronic Benefit
Transfer Services Agreement is entered into by and between the Guam Department of Public
Health and Social Services, Division of Public Welfare, Bureau of Economic Security (DPHSS
DPW BES) and Fidelity Information Services, LLC (FIS or Contractor).

WHEREAS, the Electronic Benefit Transfer Services Agreement (Agreement) signed by
the Governor of Guam on June 29, 2017 is in place between the parties through September 30,
2024, with an option to renew for up to two (2) one (1) year periods, subject to appropriation,
allocation and availability of funds.

WHEREAS, the First Amendment to the Electronic Benefits Transfer (EBT) Services
Agreement between DPHSS DPW BES and Fidelity Information Services, LLC (FIS) Western
State EBT Alliance (WSEA) Colorado RFP 201500247 for the Re-Procurement of EBT Services
signed by the Governor on November 27, 2017 is in place between the parties and: (1) added
Exhibit A, (2) replaced subsection 3.1 Aggregate Pricing/Cost, (3) corrected the total payment
under the contract through September 30, 2024, based on anticipated case load, to shall not exceed
amount of NINE HUNDRED ONE THOUSAND, FIVE HUNDRED EIGHTY THREE
DOLLARS, AND TEN CENTS (\$901,583.10), subject to appropriation, allocation and
availability of funds, (4) set forth the total payments under the contract for the period of October
1, 2017 through September 30, 2018 (FY2018) based on anticipated case load for a not to exceed
amount of ONE HUNDRED NINE THOUSAND, ONE HUNDRED FIFTY ONE DOLLARS
AND THREE CENTS (\$109,151.03), subject to appropriation, allocation and availability of funds,
(5) certified funds based on anticipated case load, in a not to exceed amount of TWENTY SEVEN
THOUSAND, TWO HUNDRED EIGHTY SEVEN DOLLARS, AND SEVENTY SIX CENTS
(\$27,287.76) for the period of October 1, 2017 through December 30, 2017, subject to
appropriation, allocation and availability of funds, and (6) maintained all other terms and
conditions as the same.

AFD-8118-0630

Second Amendment to the
Electronic Benefit Transfer (EBT)
Services Agreement Between
Guam DPHSS DPW BES and FIS

WHEREAS, pursuant to Section 3.3 of the Agreement the parties agreed to the certification of funds on an annual basis in a not to exceed amount; with the availability of multiple certification of funds in any Fiscal Year.

WHEREAS, the parties in this Second Amendment seek to add funds for the period of December 31, 2017 to September 30, 2018, as funds have now been received by DPHSS for the remainder of the Fiscal Year 2018.

NOW, THEREFORE, and in consideration of the mutual covenants hereinafter set forth, DPHSS DPW BES and the Contractor mutually agree as follows:

The total not to exceed amount for FY2018 is ONE HUNDRED NINE THOUSAND, ONE HUNDRED FIFTY ONE DOLLARS, AND THREE CENTS (\$109,151.03), subject to appropriation, allocation, and availability of funds.

DPHSS DPW BES, in this Second Amendment for Fiscal Year 2018, certifies an amount of EIGHTY ONE THOUSAND, EIGHT HUNDRED SIXTY THREE DOLLARS, AND TWENTY SEVEN CENTS (\$81,863.27), for the period of December 31, 2017 to September 30, 2018, based on anticipated case load. This is in addition to the already certified TWENTY SEVEN THOUSAND, TWO HUNDRED EIGHTY SEVEN DOLLARS, AND SEVENTY SIX CENTS (\$27,287.76) for the period of October 1, 2017 to December 30, 2017; for a total not to exceed amount of ONE HUNDRED NINE THOUSAND, ONE HUNDRED FIFTY ONE DOLLARS, AND THREE CENTS (\$109,151.03) for FY2018, based on anticipated case load, subject to appropriation, allocation and availability of funds. Multiple certification of funds may be made within the Fiscal Year.

All other terms and conditions for services remain the same.

Further parties sayeth naught.

SIGNATURE PAGE FOLLOWS:

18-0070

Second Amendment to the Electronic Benefit Transfer (EBT) Services Agreement Between Guam DPHSS DPW BES and FIS

WITNESS WHEREOF, the parties have executed this Second Amendment for Fiscal Year 2018 to the Agreement on the dates indicated by their respective names.

CONTRACTOR
FIDELITY INFORMATION SYSTEMS, LLC
By its Line of Business Executive

GOVERNMENT OF GUAM
DEPARTMENT OF PUBLIC HEALTH
AND SOCIAL SERVICES
By its Director

NAVEEN NUKALA
DATE: 12/21/2017

JAMES W. GILLAN
DATE: 1/26/18

CERTIFIED FUNDS AVAILABLE:

Account: 5101H151728PA108230
Account: 5101B181729MA110230
Account: 5101H181728PA108230
Document No. C18-1700-031
Vendor No.: F0020212

Amount: \$27,287.76 (10/1/17 - 12/30/17)
Amount: \$77,770.11 (additional 12/31/17-9/30/18)
Amount: \$4,093.16 (additional 12/31/17-9/30/18)
Total FY2018 Amount: \$109,151.03

TOMMY C. FITAQUE
Certifying Officer, Department of
Health and Social Services
DATE: JAN 26 2018

APPROVED: **CLEARED PER
BBMR'S REVIEW**

LESTER L. CARLSON JR.
Acting Director
Bureau of Budget and Management Research
DATE: FEB 08 2018

APPROVED AS TO LEGALITY AND FORM:

ELIZABETH BARRETT-ANDERSON
Attorney General
Office of the Attorney General
DATE: 2/24/18

DPHSS 18-0070

APPROVED:

EDWARD B. CALVO
Governor of Guam
DATE: 3/1/18

DEPARTMENT OF ADMINISTRATION
DIVISION OF ACCOUNTS
Registration Date 03/01/2018
Registration No. C17060970
Vendor No. F0020212 Award # 2 1000005
Registered By: R091072008

RECEIVED
JAN 30 2018
Bureau of Budget and Management Research

EXHIBIT A
First Amendment to the EBT Services Agreement between DPHSS DPW BES and FIS

The last WHEREAS Clause of the Agreement is amended to reflect the following recalculated amounts. The recalculation includes a decrease (-) of the Cost Per Case Per Month for the SNAP Only, Cash Only and Combo Cases to \$0.4709, \$0.2959 and \$0.7668, respectively. The recalculation also includes an increase (+) due to the increase in the annual caseload for the Combo Cases in place of just the one month quantity originally reflected. The anticipated case load is calculated based upon estimated 1374 x 12 months = 16492 and estimated % increases of 5% per year.

The availability of funds is based upon anticipated case load as follows:

Accounts: 1. 5101B171729MA101 (SNAP) and 2. 5101H171728PA108 (Cash Assistance)

	Total	SNAP	Cash
FY 2017	\$27,181.55	\$25,694.97	\$1,486.59
FY 2018 <i>12-15-17</i>	\$109,151.03	\$103,506.94	\$5,644.09
FY 2018 ⁹	\$113,982.19	\$108,131.06	\$5,851.13
FY 2020	\$119,054.89	\$112,986.38	\$6,068.51
FY 2021	\$124,381.24	\$118,084.47	\$6,296.77
FY 2022	\$129,973.90	\$123,437.46	\$6,536.44
FY 2023	\$135,846.20	\$129,058.10	\$6,788.10
FY 2024	\$142,012.10	\$134,959.77	\$7,052.33
Total	\$901,583.10	\$855,859.15	\$45,723.96
FY 2025 (option)	\$148,486.31	\$141,156.53	\$7,329.78
FY 2026 (option)	\$155,284.23	\$147,663.12	\$7,621.10
Total (including options)	\$303,770.54	\$288,819.66	\$14,950.88

**** After September 30, 2024, there is an option to renew the contract, subject to FNS approval, and DPHSS DPW BES' sole option, up to two additional one year periods. In the event of an exercise of a one year extension period, and anticipated case load, the following additional funds would be anticipated to be included.**

This recalculation has been performed by the Human Services Program Administrator, DPHSS DPW BES.

Prepared by: *Annie V. J. Gozum-Soto* Date: 8/30/17

EXHIBIT A

First Amendment to the EBT Services Agreement between DPHSS DPW BES and FIS

The last WHEREAS Clause of the Agreement is amended to reflect the following recalculated amounts. The recalculation includes a decrease (-) of the Cost Per Case Per Month for the SNAP Only, Cash Only and Combo Cases to \$0.4709, \$0.2959 and \$0.7668, respectively. The recalculation also includes an increase (+) of due to the increase in the annual caseload for the Combo Cases in place of just the one month quantity originally reflected. The anticipated case load is calculated based upon estimated 1374 x 12 months = 16492 and estimated % increases of 5% per year.

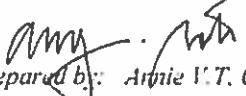
The availability of funds is based upon anticipated case load as follows:


Accounts: 1. 5101B171729MA101 (SNAP) and 2. 5101H171728PA108 (Cash Assistance)

	Total	SNAP	Cash
FY 2017	\$27,181.55	\$25,694.97	\$1,486.59
FY 2018	\$109,151.03	\$103,506.94	\$5,644.09
FY 2018	\$113,982.19	\$108,131.06	\$5,851.13
FY 2020	\$119,054.89	\$112,986.38	\$6,068.51
FY 2021	\$124,381.24	\$118,084.47	\$6,296.77
FY 2022	\$129,973.90	\$123,437.46	\$6,536.44
FY 2023	\$135,846.20	\$129,058.10	\$6,788.10
FY 2024	\$142,012.10	\$134,959.77	\$7,052.33
Total	\$901,583.10 ✓	\$855,859.15	\$45,723.96
FY 2025 (option)	\$148,486.31	\$141,156.53	\$7,329.78
FY 2026 (option)	\$155,284.23	\$147,663.12	\$7,621.10
Total (including options)	\$303,770.54	\$288,819.66	\$14,950.88

*** After September 30, 2024, there is an option to renew the contract, subject to FNS approval, and DPHSS DPW BES' sole option, up to two additional one year periods. In the event of an exercise of a one year extension period, and anticipated case load, the following additional funds would be anticipated to be included:*

This recalculation has been performed by the Human Services Program Administrator, DPHSS DPW BES.

Prepared by:  Arnie V.T. Gozum-Soto Date: 8/30/17

18-0517 

THIRD AMENDMENT FOR FISCAL YEAR 2019
TO THE ELECTRONIC BENEFIT TRANSFER (EBT) SERVICES AGREEMENT
BETWEEN
THE TERRITORY OF GUAM, DEPARTMENT OF PUBLIC HEALTH AND SOCIAL
SERVICES, DIVISION OF PUBLIC WELFARE, BUREAU OF ECONOMIC SECURITY
(DPHSS DPW BES)

AND

FIDELITY INFORMATION SERVICES, LLC (FIS)

Western State EBT Alliance (WSEA) Colorado RFP 201500247 for the Re-Procurement of EBT
Services

THIS THIRD AMENDMENT FOR FISCAL YEAR 2019 to the Electronic Benefit Transfer Services Agreement is entered into by and between the Guam Department of Public Health and Social Services, Division of Public Welfare, Bureau of Economic Security (DPHSS DPW BES) and Fidelity Information Services, LLC (FIS or Contractor).

WHEREAS, the Electronic Benefit Transfer Services Agreement (Agreement) signed by the Governor of Guam on June 29, 2017 is in place between the parties through September 30, 2024, with an option to renew for up to two (2) one (1) year periods, subject to appropriation, allocation and availability of funds.

WHEREAS, pursuant to Section 3.3 of the Agreement the parties agreed to the certification of funds on an annual basis in a not to exceed amount; with the availability of multiple certification of funds in any Fiscal Year.

NOW, THEREFORE, and in consideration of the mutual covenants hereinafter set forth, DPHSS DPW BES and the Contractor mutually agree as follows:

This Third Amendment, certifies funds for FY2019 in the amount of TWENTY-EIGHT THOUSAND, FOUR HUNDRED NINETY-FIVE DOLLARS, AND FIFTY-FIVE CENTS (\$28,495.55), for the period of October 1, 2018 through December 31, 2018, based on anticipated case load, subject to appropriation, allocation, and availability of funds. The total contract payment amount for FY2019 shall not exceed, ONE HUNDRED THIRTEEN THOUSAND, NINE HUNDRED EIGHTY-TWO DOLLARS, AND NINETEEN CENTS (\$113,982.19). Another amendment will be processed to certify funding for the period of January 2019 through September 30, 2019.

All other terms and conditions for services remain the same.

SEP 24 2018 

Third Amendment to the Electronic Benefit Transfer (EBT) Services Agreement Between Guam DPHSS DPW BES and FIS

Further parties sayeth naught.

WITNESS WHEREOF, the parties have executed this Second Amendment for Fiscal Year 2019 to the Agreement on the dates indicated by their respective names.

CONTRACTOR
FIDELITY INFORMATION SYSTEMS, LLC
By its Line of Business Executive

GOVERNMENT OF GUAM
DEPARTMENT OF PUBLIC HEALTH
AND SOCIAL SERVICES
By its Acting Director

[Signature]
NAVEEN NUKALA
DATE: 09/06/2018

[Signature]
LEO G. CASIL
DATE: 9/18/18

CERTIFIED FUNDS AVAILABLE:

Account: 5101H151728PA108230
Document No. 019-1700-005
Vendor No.: F0020212

Amount: \$28,495.55 (10/1/18 - 12/30/18) ✓

[Signature]
TOMMY C. TAJFAGUE
Certifying Officer, Department of
Health and Social Services
DATE: SEP 21 2018

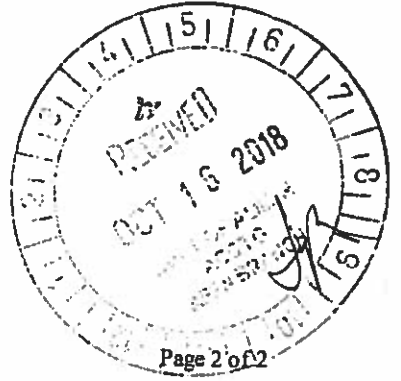
DEPARTMENT OF ADMINISTRATION
DIVISION OF ACCOUNTS
Registration Date 10/12/2018
Registration No. C170600971
Vendor No. F0020212 Amended 23 Increase
Registered By: [Signature]


[Signature] APPROVED:
[Signature] **CLEARED PER
BBMR'S REVIEW**
LESTER L. CARLSON JR.
Deputy Director
Bureau of Budget and Management Research
DATE: SEP 27 2018

APPROVED AS TO LEGALITY AND FORM:
[Signature]
ELIZABETH BARRETT-ANDERSON
Attorney General
Office of the Attorney General
DATE: 10/8/18
DPHSS 18-0517

[Signature]
SEP 24 2018
Bureau of Budget and Management Research

APPROVED:
[Signature]
EDWARD B. CALVO
Governor of Guam
DATE: 10/12/18



19-0070 

**FOURTH AMENDMENT
TO THE ELECTRONIC BENEFIT TRANSFER (EBT) SERVICES AGREEMENT**

BETWEEN

**THE TERRITORY OF GUAM, DEPARTMENT OF PUBLIC HEALTH AND SOCIAL
SERVICES, DIVISION OF PUBLIC WELFARE, BUREAU OF ECONOMIC SECURITY
(DPHSS DPW BES)**

AND

FIDELITY INFORMATION SERVICES, LLC (FIS)

**Western State EBT Alliance (WSEA) Colorado RFP 201500247 for the Re-Procurement of EBT
Services**

THIS FOURTH AMENDMENT to the Electronic Benefit Transfer Services Agreement is entered into by and between the Guam Department of Public Health and Social Services, Division of Public Welfare, Bureau of Economic Security (DPHSS DPW BES) and Fidelity Information Services, LLC (FIS or Contractor).

WHEREAS, the Electronic Benefit Transfer Services Agreement (Agreement) signed by the Governor of Guam on June 29, 2017 is in place between the parties through September 30, 2024, with an option to renew for up to two (2) one (1) year periods, subject to appropriation, allocation and availability of funds.

WHEREAS, pursuant to Section 3.3 of the Agreement the parties agreed to the certification of funds on an annual basis in a not to exceed amount; with the availability of multiple certification of funds in any Fiscal Year.

NOW, THEREFORE, and in consideration of the mutual covenants hereinafter set forth, DPHSS DPW BES and the Contractor mutually agree as follows:

This Fourth Amendment, certifies funds for FY2019 in the amount of EIGHTY-FIVE THOUSAND, FOUR HUNDRED EIGHTY-SIX DOLLARS, AND SIXTY-FOUR CENTS (\$85,486.64), for the period of January 1, 2019 through September 30, 2019, based on anticipated case load, subject to appropriation, allocation, and availability of funds. The total contract payment amount for FY2019 shall not exceed, ONE HUNDRED THIRTEEN THOUSAND, NINE HUNDRED EIGHTY-TWO DOLLARS, AND NINETEEN CENTS (\$113,982.19). The third amendment to this contract was processed to certify funding for the period of October 2018 through December 30, 2018.

All other terms and conditions for services remain the same.

2170680971

Further parties sayeth naught.

WITNESS WHEREOF, the parties have executed this Fourth Amendment for Fiscal Year 2019 to the Agreement on the dates indicated by their respective names.

CONTRACTOR
FIDELITY INFORMATION SYSTEMS, LLC
By its General Manager

GOVERNMENT OF GUAM
DEPARTMENT OF PUBLIC HEALTH
AND SOCIAL SERVICES
By its Acting Director

[Signature]
KIM BYNAN
DATE: 1/24/2019

[Signature]
LINDA UNPINGCO BENORCEY, MPH
DATE: 1/31/19

CERTIFIED FUNDS AVAILABLE:

Account: 5101H151728PA108230 ✓
Account: 5101B191729MA110230 ✓
Account: 5101H191728PA108230 ✓
Document No. C19-1700-034 ✓
Vendor No.: F0020212

Amount: \$28,495.55 (10/1/18 - 12/30/18) ✓
Amount: \$81,212.31 (additional 1/1/19 - 9/30/19) ✓
Amount: \$4,274.33 (additional 1/1/19 - 9/30/19) ✓
Total FY2019 Amount: \$113,982.19

[Signature]
TOMMY C. TAITAGUE
Certifying Officer, Department of Health and Social Services

[Signature]
APPROVED: **CLEARED PER BBMR'S REVIEW** DATE: JAN 31 2019

APPROVED AS TO LEGALITY AND FORM:

[Signature]
LESTER L. CARLSON JR.
Acting Director
Bureau of Budget and Management Research
DATE: FEB 15 2019

[Signature]
LEEVIN TAITANO CAMACHO
Attorney General
Office of the Attorney General
DATE: 2/25/19

DPHSS 19-0070

APPROVED:

[Signature]
LOURDES A. LEON GUERRERO
Governor of Guam
DATE: 3/1/19

DEPARTMENT OF ADMINISTRATION
DIVISION OF ACCOUNTS
Registration Date: 02/01/2019
Registration No.: C170612971
Vendor No.: F0020212 Amendment 4 Increase
Registered By: R 02/07/2019

**FIFTH AMENDMENT FOR FISCAL YEAR 2020
TO THE ELECTRONIC BENEFIT TRANSFER (EBT) SERVICES AGREEMENT**

BETWEEN

**THE TERRITORY OF GUAM, DEPARTMENT OF PUBLIC HEALTH AND SOCIAL
SERVICES, DIVISION OF PUBLIC WELFARE, BUREAU OF ECONOMIC SECURITY
(DPHSS DPW BES)**

AND

FIDELITY INFORMATION SERVICES, LLC (FIS)

**Western State EBT Alliance (WSEA) Colorado RFP 201500247 for the Re-Procurement of EBT
Services**

**THIS FIFTH AMENDMENT FOR FISCAL YEAR 2020 to the Electronic Benefit
Transfer Services Agreement is entered into by and between the Guam Department of Public
Health and Social Services, Division of Public Welfare, Bureau of Economic Security (DPHSS
DPW BES) and Fidelity Information Services, LLC (FIS or Contractor).**

**WHEREAS, the Electronic Benefit Transfer Services Agreement (Agreement) signed by
the Governor of Guam on June 29, 2017 is in place between the parties through September 30,
2024, with an option to renew for up to two (2) one (1) year periods, subject to appropriation,
allocation and availability of funds.**

**WHEREAS, pursuant to Section 3.3 of the Agreement the parties agreed to the certification
of funds on an annual basis in a not to exceed amount; with the availability of multiple certification
of funds in any Fiscal Year.**

**NOW, THEREFORE, and in consideration of the mutual covenants hereinafter set forth,
DPHSS DPW BES and the Contractor mutually agree as follows:**

**This Fifth Amendment, certifies funds for the first quarter of FY2020 in the amount of TWENTY-
NINE THOUSAND, SEVEN HUNDRED SIXTY-THREE DOLLARS, AND SEVENTY-TWO
CENTS (\$29,763.72), for the period of October 1, 2019 through December 31, 2019, based on
anticipated case load, subject to appropriation, allocation, and availability of funds. The total
contract payment amount for FY2020 shall not exceed, ONE HUNDRED NINETEEN
THOUSAND, FIFTY-FOUR DOLLARS, AND EIGHTY-NINE CENTS (\$119,054.89) with the
remaining funds for FY2020 in the amount of \$89,291.17 to be allocated through another
amendment that will be processed to certify funding for the period of January 1, 2020 through
September 30, 2020.**

19-0091 *JJ*

Fifth Amendment to the Electronic Benefit Transfer (EBT) Services Agreement Between Guam DPHSS DPW BES and FIS

All other terms and conditions for services remain the same.

WITNESS WHEREOF, the parties have executed this Second Amendment for Fiscal Year 2019 to the Agreement on the dates indicated by their respective names.

CONTRACTOR
FIDELITY INFORMATION SYSTEMS, LLC
By its General Manager

GOVERNMENT OF GUAM
DEPARTMENT OF PUBLIC HEALTH
AND SOCIAL SERVICES
By its Director

Kim Bynan

KIM BYNAN
DATE: 10/15/19

Linda Unpingco Denorcey MPH

LINDA UNPINGCO DENORCEY MPH
DATE: 10/28/19

CERTIFIED FUNDS AVAILABLE:

Account: 5101H161728PA108230
Document No. 020-1700-010
Vendor No.: F0020212

Amount: \$29,763.72 (10/1/19 - 12/31/19)
³¹
DD

Tommy C. Taitague

TOMMY C. TAITAGUE
Certifying Officer, Department of
Health and Social Services
DATE: OCT 23 2019

APPROVED:

**CLEARED PER
BBMR'S REVIEW**
11/16/19

APPROVED AS TO LEGALITY AND FORM:

Lester L. Carlson Jr.
LESTER L. CARLSON JR.
Director
Bureau of Budget and Management Research
DATE: NOV 08 2019

Leevin Taitano Camacho
LEEVIN TAITANO CAMACHO
Attorney General
Office of the Attorney General
DATE: 11/25/19

DPHSS 19-0091

APPROVED:

RECEIVED

OCT 29 2019

Bureau of Budget and Management Research

Louderes A. Leon Guerrero
LOURDES A. LEON GUERRERO
Governor of Guam
DATE: 12/16/2019

DEPARTMENT OF ADMINISTRATION
DIVISION OF ACCOUNTS

Registration Date 12/14/2019
Registration No. C170610972
Vendor No. F0020212 Amended #5 11/16/2019
Registered By: R 12/23/2019

RECEIVED
11-18-19
OFFICE OF THE ATTORNEY GENERAL
SOLICITORS DIVISION

**SIXTH AMENDMENT FOR FISCAL YEAR 2020
TO THE ELECTRONIC BENEFIT TRANSFER (EBT) SERVICES AGREEMENT
BETWEEN**

**THE TERRITORY OF GUAM, DEPARTMENT OF PUBLIC HEALTH AND SOCIAL
SERVICES, DIVISION OF PUBLIC WELFARE, BUREAU OF ECONOMIC SECURITY
(DPHSS DPW BES)**

AND

FIDELITY INFORMATION SERVICES, LLC (FIS)

**Western State EBT Alliance (WSEA) Colorado RFP 201500247 for the Re-Procurement of EBT
Services**

**THIS SIXTH AMENDMENT FOR FISCAL YEAR 2020 to the Electronic Benefit
Transfer Services Agreement is entered into by and between the Guam Department of Public
Health and Social Services, Division of Public Welfare, Bureau of Economic Security (DPHSS
DPW BES) and Fidelity Information Services, LLC (FIS or Contractor).**

**WHEREAS, the Electronic Benefit Transfer Services Agreement (Agreement) signed by
the Governor of Guam on June 29, 2017 is in place between the parties through September 30,
2024, with an option to renew for up to two (2) one (1) year periods, subject to appropriation,
allocation and availability of funds.**

**WHEREAS, pursuant to Section 3.3 of the Agreement the parties agreed to the certification
of funds on an annual basis in a not to exceed amount; with the availability of multiple certification
of funds in any Fiscal Year.**

**NOW, THEREFORE, and in consideration of the mutual covenants hereinafter set forth,
DPHSS DPW BES and the Contractor mutually agree as follows:**

**This Sixth Amendment, certifies funds for the second, third, and fourth quarters of FY2020 in the
amount of EIGHTY-NINE THOUSAND, TWO HUNDRED NINETY-ONE DOLLARS AND
SEVENTEEN CENTS (\$89,291.17), for the period of January 1, 2020 through September 30,
2020. This is based on anticipated case load, subject to appropriation, allocation, and availability
of funds. The total contract payment amount for FY2020 shall not exceed, ONE HUNDRED
NINETEEN THOUSAND, FIFTY-FOUR DOLLARS, AND EIGHTY-NINE CENTS
(\$119,054.89). The fifth amendment to this contract was processed to certify funding in the
amount of TWENTY-NINE THOUSAND, SEVEN HUNDRED SIXTY-THREE DOLLARS
AND SEVENTY-TWO CENTS (\$29,763.72) for the first quarter of FY2020, the period of
October 1, 2019 to December 31, 2019.**

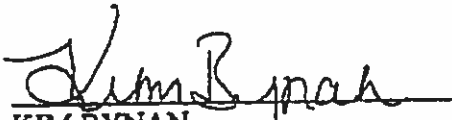
Sixth Amendment to the
Electronic Benefit Transfer (EBT)
Services Agreement Between
Guam DPHSS DPW BES and FIS


All other terms and conditions for services remain the same.

WITNESS WHEREOF, the parties have executed this Second Amendment for Fiscal Year 2019 to the Agreement on the dates indicated by their respective names.

CONTRACTOR
FIDELITY INFORMATION SYSTEMS, LLC
By its General Manager

GOVERNMENT OF GUAM
DEPARTMENT OF PUBLIC HEALTH
AND SOCIAL SERVICES
By its Director


KIM BYNAN
DATE: 2/14/20

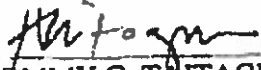

LINDA UNPINGCO DENORCEY, MPH
DATE: 2/28/2020

CERTIFIED FUNDS AVAILABLE:

Account: 5101H161728PA108230
Account: 5101B201729MA110230
Account: 5101H151728PA108230
Document No. 020 1700 035
Vendor No.: F0020212

Amount: \$29,763.72 (10/1/19 - 12/30/19)
Amount: \$84,826.61 (additional 1/1/20-9/30/20)
Amount: \$4,464.56 (additional 1/1/20-9/30/20)
Total FY2020 Amount: \$119,054.89

Ref. # mod 20-085



TOMMY C. TAITAGUE
Certifying Officer, Department of
Health and Social Services
DATE: FEB 27 2020


DEPARTMENT OF ADMINISTRATION DIVISION OF ACCOUNTS	
Registration Date	<u>4/30/20</u>
Registration No.	<u>C170600973</u>
Vendor No.	<u>F0020212 - Amend # 6 - INC</u>
Registered By	<u>[Signature]</u> <u>4/30/20</u>

APPROVED:

CLEARED PER
BBMR'S REVIEW

APPROVED AS TO LEGALITY


LESTER L. CARLSON JR.
Director
Bureau of Budget and Management Research
DATE: MAR 16 2020

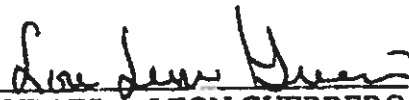

LEEVEN TAITANO CAMACHO
Attorney General DPHSS 20-0187
Office of the Attorney General
DATE: 3/16/20

APPROVED:

RECEIVED

11:15 am
MAR 09 2020

Bureau of Budget and
Management Research


LOURDES A. LEON GUERRERO
Governor of Guam
DATE: 4/28/20

RECEIVED
03:18:20 PM 03/20/20 30729
OFFICE OF THE ATTORNEY GENERAL
SOLICITORS DIVISION

20-0431

Seventh Amendment to the
Electronic Benefit Transfer (EBT)
Services Agreement Between
Guam DPHSS DPW BES and FIS

SEVENTH AMENDMENT FOR FISCAL YEAR 2021

TO THE ELECTRONIC BENEFIT TRANSFER (EBT) SERVICES AGREEMENT

BETWEEN

**THE TERRITORY OF GUAM, DEPARTMENT OF PUBLIC HEALTH AND SOCIAL
SERVICES, DIVISION OF PUBLIC WELFARE, BUREAU OF ECONOMIC SECURITY
(DPHSS DPW BES)**

AND

FIDELITY INFORMATION SERVICES, LLC (FIS)

**Western State EBT Alliance (WSEA) Colorado RFP 201500247 for the Re-Procurement of EBT
Services**

THIS SEVENTH AMENDMENT FOR FISCAL YEAR 2021 to the Electronic Benefit Transfer Services Agreement is entered into by and between the Guam Department of Public Health and Social Services, Division of Public Welfare, Bureau of Economic Security (DPHSS DPW BES) and Fidelity Information Services, LLC (FIS or Contractor).

WHEREAS, the Electronic Benefit Transfer Services Agreement (Agreement) signed by the Governor of Guam on June 29, 2017 is in place between the parties through September 30, 2024, with an option to renew for up to two (2) one (1) year periods, subject to appropriation, allocation and availability of funds.

WHEREAS, pursuant to Section 3.3 of the Agreement the parties agreed to the certification of funds on an annual basis in a not to exceed amount; with the availability of multiple certification of funds in any Fiscal Year.

NOW, THEREFORE, and in consideration of the mutual covenants hereinafter set forth, DPHSS DPW BES and the Contractor mutually agree as follows:

This Seventh Amendment, certifies funds for the first quarter of FY2021 in the amount of THIRTY-ONE THOUSAND, NINETY-FIVE DOLLARS AND THIRTY-ONE CENTS (\$31,095.31), for the period of October 1, 2020 through December 31, 2020. This is based on anticipated case load, subject to appropriation, allocation, and availability of funds. The total contract payment amount for FY2021 shall not exceed, ONE HUNDRED TWENTY-FOUR THOUSAND, THREE HUNDRED EIGHTY-ONE DOLLARS, AND TWENTY-FOUR CENTS (\$124,381.24). The remaining funds for FY2021 in the amount of \$93,285.93 will be allocated through another amendment that will be processed to certify funding for the period of January 1, 2021 through September 30, 2021.

All other terms and conditions for services remain the same.

C170810974

20-04312

Seventh Amendment to the Electronic Benefit Transfer (EBT) Services Agreement Between Guam DPRSS DPW BES and FRS

WITNESS WHEREOF, the parties have executed this Seventh Amendment for Fiscal Year 2021 to the Agreement on the dates indicated by their respective names.

CONTRACTOR
FIDELITY INFORMATION SYSTEMS, LLC
By its General Manager

GOVERNMENT OF GUAM
DEPARTMENT OF PUBLIC HEALTH
AND SOCIAL SERVICES
By its Acting Director

Authorized by
Prashant Gupta
PRASHANT GUPTA
DATE: 9/21/20 10:24 PDT

[Signature]
ARTHUR U. SAN AGUSTIN, MHR
DATE: 9/21/20

CERTIFIED FUNDS AVAILABLE:

Account: 5101H17172(PA100720)
Document No. 021-1700-002
Vendor No.: 0070212

Amount: \$11,075.31 (10/1/20 - 12/31/20)

[Signature] SEP 23 2020
TOMMY C. BAITAGUE
Certifying Officer, Department of Health and Social Services

APPROVED:

APPROVED AS TO LEGALITY AND FORM:

[Signature]
LESTER L. CARLSON
Director
Bureau of Budget and Management Research
DATE: OCT 15 2020

**CLEARED PER
BBMR'S REVIEW**

[Signature]
LEEVIN TAITANO CAMACHO
Attorney General
Office of the Attorney General
DATE: 10/30/20

20-0431

APPROVED:

[Signature]
LOURDES A. LEON GUERRERO
Governor of Guam
DATE: 11/06/2020

RECEIVED

OCT 13 2020
21,617,000
Bureau of Budget and Management Research

**DEPARTMENT OF ADMINISTRATION
DIVISION OF ACCOUNTS**
Registration Date: 11/06/2020
Registration No.: 017060970
Vendor No.: 0020312 mod 7 1000000
Registered By: 9/10/2020

Eighth Amendment to the
Electronic Benefit Transfer (EBT)
Services Agreement Between
Guam DPHSS DPW BES and FIS

EIGHTH AMENDMENT FOR FISCAL YEAR 2021

TO THE ELECTRONIC BENEFIT TRANSFER (EBT) SERVICES AGREEMENT

BETWEEN

**THE TERRITORY OF GUAM, DEPARTMENT OF PUBLIC HEALTH AND SOCIAL
SERVICES, DIVISION OF PUBLIC WELFARE, BUREAU OF ECONOMIC SECURITY
(DPHSS DPW BES)**

AND

FIDELITY INFORMATION SERVICES, LLC (FIS)

**Western State EBT Alliance (WSEA) Colorado RFP 201500247 for the Re-Procurement of EBT
Services**

**THIS EIGHTH AMENDMENT FOR FISCAL YEAR 2021 to the Electronic Benefit
Transfer Services Agreement is entered into by and between the Guam Department of Public
Health and Social Services, Division of Public Welfare, Bureau of Economic Security (DPHSS
DPW BES) and Fidelity Information Services, LLC (FIS or Contractor).**

**WHEREAS, the Electronic Benefit Transfer Services Agreement (Agreement) signed by
the Governor of Guam on June 29, 2017 is in place between the parties through September 30,
2024, with an option to renew for up to two (2) one (1) year periods, subject to appropriation,
allocation and availability of funds.**

**WHEREAS, pursuant to Section 3.3 of the Agreement the parties agreed to the certification
of funds on an annual basis in a not to exceed amount; with the availability of multiple certification
of funds in any Fiscal Year.**

**NOW, THEREFORE, and in consideration of the mutual covenants hereinafter set forth,
DPHSS DPW BES and the Contractor mutually agree as follows:**

**This Eighth Amendment, certifies funds for the second, third, and fourth quarters of FY2021 in
the amount of NINETY-THREE THOUSAND, TWO HUNDRED EIGHTY-FIVE DOLLARS
AND NINETY-THREE CENTS (\$93,285.93), for the period of January 1, 2021 to September 30,
2021. This is based on anticipated case load, subject to appropriation, allocation, and availability
of funds. The total contract payment amount for FY2021 shall not exceed, ONE HUNDRED
TWENTY-FOUR THOUSAND, THREE HUNDRED EIGHTY-ONE DOLLARS, AND
TWENTY-FOUR CENTS (\$124,381.24). The seventh amendment to this contract was processed
to certify funding in the amount of THIRTY-ONE THOUSAND, NINETY-FIVE DOLLARS
AND THIRTY-ONE CENTS (\$31,095.31) for the first quarter of FY2021, the period of October
1, 2020 to December 31, 2020.**

21-0030 (JY)

Eighth Amendment to the Electronic Benefit Transfer (EBT) Services Agreement Between Guam DPIISS DPW BES and FIS

All other terms and conditions for services remain the same.

WITNESS WHEREOF, the parties have executed this Eighth Amendment for Fiscal Year 2021 to the Agreement on the dates indicated by their respective names.

CONTRACTOR
FIDELITY INFORMATION SYSTEMS, LLC
By its General Manager

GOVERNMENT OF GUAM
DEPARTMENT OF PUBLIC HEALTH
AND SOCIAL SERVICES
By its Director

DocuSigned by
Prashant Gupta
PRASHANT GUPTA
January 14, 2021 15:10 PST
DATE: _____

Arthur U. San Agustin
ARTHUR U. SAN AGUSTIN, MHR
DATE: JAN 15 2021

CERTIFIED FUNDS AVAILABLE:

Account: 5101H171728PA108230
Account: 5101B211729MA110230
Account: 5101H161728PA108230
Document No. C21-1700-003

Amount: \$31,095.31 (10/1/20 - 12/31/20)
Amount: \$88,621.63 (additional 1/1/21-9/30/21) ✓
Amount: \$4,664.30 (additional 1/1/21-9/30/21) ✓
Total FY2021 Amount: \$124,381.24

Tommy C. Taitague 1.15.21
TOMMY C. TAITAGUE
Certifying Officer, Department of
Health and Social Services

APPROVED:

APPROVED AS TO LEGALITY AND FORM:

LESTER L. CARLSON JR.
Director
Bureau of Budget and Management Research
DATE: _____

Leevin Taitano Camacho
LEE VIN TAITANO CAMACHO
Attorney General
Office of the Attorney General
DATE: 2/11/21
DPHSS

APPROVED:

Lou A. Leon Guerrero
LOURDES A. LEON GUERRERO
Governor of Guam
DATE: 2/11/2021

DEPARTMENT OF ADMINISTRATION
DIVISION OF ACCOUNTS
Registration Date: 02/11/2021
Registration No.: C17000974
Vendor No.: F000212 Amaris #8 1/1/2021
Registered By: R 02/15/2021

21-0030 *[Signature]*

**Eighth Amendment to the
Electronic Benefit Transfer (EBT)
Services Agreement Between
Guam DPHSS DPWDES and FIS**

All other terms and conditions for services remain the same.

WITNESS WHEREOF, the parties have executed this Eighth Amendment for Fiscal Year 2021 to the Agreement on the dates indicated by their respective names.

CONTRACTOR
FIDELITY INFORMATION SYSTEMS, LLC
By its General Manager

GOVERNMENT OF GUAM
**DEPARTMENT OF PUBLIC HEALTH
AND SOCIAL SERVICES**
By its Director

DocuSigned by:
Prashant Gupta
PRASHANT GUPTA
January 14, 2021 4:15:10 PST
DATE: _____

[Signature]
ARTHUR U. SAN AGUSTIN, MHR
DATE: JAN 15 2021

CERTIFIED FUNDS AVAILABLE:

Account: 5101H171728PA108230
Account: 5101B211729MA110230
Account: 5101H161728PA108230
Document No. C21-1700-003

Amount: \$31,095.31 (10/1/20-12/31/20)
Amount: \$88,621.63 (additional 1/1/21-9/30/21) ✓
Amount: \$4,664.30 (additional 1/1/21-9/30/21) ✓
Total FY2021 Amount: \$124,381.24

[Signature] 1.15.21
TOMMY C. TAITAGUE
Certifying Officer, Department of
Health and Social Services

APPROVED: **CLEARED PER
BBMR'S REVIEW**
[Signature]
LESTER L. CARLSON JR.
Director
Bureau of Budget and Management Research
DATE: JAN 20 2021

APPROVED AS TO LEGALITY AND FORM:

LEEVIN TAITANO CAMACHO
Attorney General
Office of the Attorney General
DATE: _____

APPROVED:

LOURDES A. LEON GUERRERO
Governor of Guam
DATE: _____

RECEIVED

JAN 16 2021
21.6.17.0017
**Bureau of Budget and
Management Research**

RECEIVED
01-26-21
OFFICE OF THE ATTORNEY GENERAL
SOLICITORS DIVISION

Ninth Amendment Short Term Pandemic Programs, FY 2021-2022
Additional Funding and Funding for Fiscal Year 2022
to the EBT Services Agreement between
Guam DPHSS DPW BES and FIS

NINTH AMENDMENT
SHORT TERM PANDEMIC PROGRAMS, FISCAL YEAR 2021 -2022
AND FUNDING FOR FISCAL YEAR 2022
TO THE ELECTRONIC BENEFIT TRANSFER (EBT) SERVICES AGREEMENT
BETWEEN
THE TERRITORY OF GUAM, DEPARTMENT OF PUBLIC HEALTH AND SOCIAL
SERVICES, DIVISION OF PUBLIC WELFARE, BUREAU OF ECONOMIC SECURITY
(DPHSS DPW BES)
AND
FIDELITY INFORMATION SERVICES, LLC (FIS)

Western State EBT Alliance (WSEA) Colorado RFP 201500247 for the Re-Procurement of EBT Services

THIS NINTH AMENDMENT Short Term Pandemic Programs, Fiscal Year 2021-2022 Additional Funding and Funding For Fiscal Year 2022 to the Electronic Benefit Transfer Services Agreement is entered into by and between the Guam Department of Public Health and Social Services, Division of Public Welfare, Bureau of Economic Security (DPHSS DPW BES) and Fidelity Information Services, LLC (FIS or Contractor).

WHEREAS, the Electronic Benefit Transfer Services Agreement (Agreement) signed by the Governor of Guam on June 29, 2017 is in place between the parties through September 30, 2024, with an option to renew for up to two (2) one (1) year periods, subject to appropriation, allocation and availability of funds.

WHEREAS, the parties in addition to their original agreement have exercised the following amendments:

First Amendment		Adding FY 2018 not to exceed funding \$27,287.76 10/1/2017 to 12/30/17 and replaced Exhibit A, and amend 3.1 Aggregate Price/Cost in keeping with Exhibit A, so total NTE through 9/24/24 based on anticipated case- loads with Guam's election of options to included high speed embosser including monthly maintenance and supplies and any other pluses or minuses. <ul style="list-style-type: none"> • the CPCM price of \$0.4709 per Guam SNAP case • the CPCM price of \$0.2959 per Guam Cash Only case
-----------------	--	--

Ninth Amendment Short Term Pandemic Programs, FY 2021-2022
 Additional Funding and Funding for Fiscal Year 2022
 to the EBT Services Agreement between
 Guam DPHSS DPW BES and FIS

		<ul style="list-style-type: none"> the price of \$0.6659 for Combined SNAP and Case CPCM <p>The CPCM is subject to change monthly based on the combined case volume of all WSEA states if the caseload were to exceed 1, 250,000 cases</p>
Second Amendment		Section 3.3 "the parties agree to certification of funds on an annual basis in a NTE amount; with multiple certifications of funds in any year"; an additional NTE amount of \$81,863.27 for the period 12/31/17 through 9/30/18 certified, for a total NTE amount \$109, 151.03. for FY 18
Third Amendment		Certifies FY 19 NTE \$28,495.55 from 10/1/18 - 12/30/18
Fourth Amendment		Certifies an additional NTE amount of \$85,486.64 01/1/19-9/30/19 for a total NTE amount of \$113,982.19 for FY 19
Fifth Amendment		Certifies FY 20 NTE \$29,763.72 from 10/1/19-12/31/19
Sixth Amendment		Certifies an additional NTE amount of \$89,291.17 from 1/1/20 through 9/30/20 for a total NTE amount of \$119,054.89 for FY 20
Seventh Amendment		Certifies FY 21 NTE \$31,095.31 from 10/1/20 - 12/31/20
Eighth Amendment		Certifies an additional NTE \$93,285.93 from 1/1/21 -9/30/21 for a total NTE amount of \$124,381.24 for FY 21

WHEREAS, in the later part of Fiscal Year 2021, from July through 9/30/21, and in Fiscal Year 2022, 10/1/21 through 9/30/22 there are short term pandemic programs that Guam DPHSS DPW BES has applied for, and or been approved for by the Department of Agriculture, Food and Nutrition Services program, or by the Department of Health and Human Services, Administration of Children and Families, which required enhanced program changes, in keeping with the contract between the parties, and for which an increase not to exceed amount compensation is required to be added for FY 2021, and FY 2022; and

WHEREAS, the parties agree to separate invoicing, or special invoice line items for these specific short term pandemic program changes; and

WHEREAS, on July 8, 2021 a (new) solicitation was announced for the Western States Alliance EBT by the Lead State of Colorado in Request for Proposal (RFP) 2022000005 issued for the State of Colorado (State) by the Department of Human Services (CDHS or Department), for the benefit of the Department through the CDHS Division of Procurement and posted on the Colorado Vender Self Service page (Colorado VSS) at www.colorado.gov/vss; and

WHEREAS, Guam is a member of the Western States Alliance EBT, and FIS is the incumbent provider under Western State EBT Alliance (WSEA) Colorado RFP 201500247 for the Re-Procurement of EBT Services the parties acknowledge the pending open new solicitation; and

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WHEREAS in keeping with Section 3.3 FY 2022 funding in a total Not to Exceed Amount of \$57,486.72 from 10/1/21 through 12/31/21, and an additional FY 2021 (through 9/30/21) funding in the Not to Exceed Amount of \$184,417.20, are added to the Agreement.

NOW, THEREFORE, and in consideration of the mutual covenants hereinafter set forth, DPHSS DPW BES and the Contractor mutually agree as follows:

1. The parties update the Guam's Disaster Relief Response and Pandemic Benefit programs that are part of the Agreement to expressly include the following three programs:

The USDA FNS Pandemic-EBT (P-EBT/PEBT)

The USDA FNS Summer P-EBT *applied for- awaiting award* (Summer P-EBT)

The HHS ACF Cash-Only –TANF Program- Pandemic Emergency Assistance Fund (PEAF)

The above programs include mutually agreed added cost/benefits to the Agreement. The above programs being added to the Agreement require DPHSS DPW BES to adjust the total not to exceed funds for the applicable fiscal year. In the event an enhancement program change does not require additional total not to exceed funds for the applicable fiscal year. added programs can become part of the Agreement, without a formal amendment to the Agreement.

2. The parties update and amend their Agreement to expressly include the following Federal Statutes and Regulations:

The Families First Coronavirus Response Act of 2020 (P.L. 116-126)

The Continuing Appropriations Act 2021 and Other Extensions Act (P.L. 116-159)

The Consolidated Appropriations Act 2021 (P.L. 116-260)

The American Rescue Plan Act of 2021 (P.L. 117.2)

USDA FNS Final Rule for Pandemic Electronic Benefits Transfer (P-EBT) (Nov. 4, 2020), 7 CFR Section 284 Miscellaneous, 284.1 Pandemic Electronic Benefits Transfer (P-EBT).

The Uniform Guidance - 2 CFR Part 200, Section 200.216 and Appendix II

The July 21, 2021 Notice of Grant Award (NGA) – FY2021 USDA – Food and Nutrition Service, Pandemic EBT (P-EBT) CFDA 10.649

The May 20, 2021 Notice of Grant Award (NGA) - FY 2021 U.S. Department of Health and Human Services, Administration for Children and Families for the Temporary Assistance for Needy Families (TANF) program, Pandemic Emergency Assistance Funds (PEAF) CFDA 93.558, and the American Rescue Plan Act, (P.L. 117-2) and Title IV-A of the Social Security Act

TANF Program Instructions (TANF-ACF-PI-2021-02 through 2021-05), The American Rescue Plan Act, Public Law 117-2; section 403(c) of the Social Security Act

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3. The parties mutually agree to the following additional costs:

SNAP- Pandemic Electronic Benefit Transfer (P-EBT) to cover P-EBT Benefits for school-aged students who were eligible to receive free or reduced-priced school meals under the National School Lunch Program (NSLP) and School Breakfast Program (SBP), or received such meals because their school is participating in the Community Eligibility Provision (CEP), but did not receive meals at school due to COVID-related closures or virtual learning.

The anticipated case load is calculated based upon estimated total number of children which Guam Department of Education directly certified in SNAP households and free and reduced applications non-SNAP households for issuance of P-EBT benefits is estimated at 27,942 children. The issuance of SNAP benefits will be completed in September 2021. The two costs associated with P-EBT cases are as follows:

- *P-EBT only setup fee: \$4.50 per case
- *P-EBT Cost Per Case Month (CPCM): \$2.10

	Total	SNAP PEBT Set-up Fee @ \$4.50	SNAP P-EBT CPCM @ \$2.10
FY 2021	\$184,417.20	\$125,739	\$58,678.20

Summer P-EBT *** (this is currently only an anticipated program; Guam's application is pending with USDA FNS) -The 2021 Summer P-EBT is an extension of the P-EBT and is available to all children who were eligible to receive free or reduced-price meals during the current school year. This includes school children who received P-EBT benefits during the school year and those who were eligible for free or reduced-price school meals but did not receive P-EBT benefits in the last month of the school year because they attended school in person and had access to a meal service at school. It also includes children who are newly determined eligible for free or reduced-price meals during the covered summer period as well as children under 6 who are enrolled in SNAP during the summer.

The anticipated cost calculated based upon estimated total number of children which Guam Department of Education issuance of summer P-EBT benefits is estimated at 2,748 additional children. The issuance of SNAP benefits is anticipated to be completed in October 2021.

- *P-EBT only setup fee: \$4.50 per case
- *P-EBT Cost Per Case Month (CPCM): \$2.10
- *P-EBT Cost Per Case Month (CPCM) for existing SNAP: \$0.53

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	Total	SNAP P-EBT Set-up Fee @ \$4.50	SNAP P-EBT CPCM @ \$2.10	SNAP P-EBT CPCM @ \$5.53
FY 2022	\$19,593.24	\$12,366.00	\$5,770.80	\$1,456.44

TANF- Pandemic Emergency Assistance Fund (PEAF) is a non-recurrent, short term cash benefit for TANF families. These short-term benefits are designed to deal with a specific crisis situation or episode not to exceed four months for only families with children. There are two costs associated with PEAF cases and they are as follows:

*PEAF only setup fee: \$4.50 per case

*PEAF Cost Per Case Month (CPCM): \$4.20 if this is an existing case with no current benefit.

*PEAF Cost Per Case Month (CPCM): \$1.05 if a case also has a SNAP benefit, a combo case will be used.

The anticipated case load is calculated based upon estimated total number of 500 cases during each of the preliminary issuance months which are October, November and December 2021.

	Total	Cash PEAF Set-up Fee @ \$4.50 x 500 cases	PEAF CPCM @ \$2.10 x 500 cases x 3 Issuance months
FY 2022	\$5,400.00	\$2,250.00	\$3,150.00

4. Exhibit A to the Agreement is updated and replaced with the attached Exhibit A.
5. Additional funds for the FY 2021 for the FY2021 Pandemic Electronic Benefit Transfer (P-EBT) are required.
6. In this Ninth Amendment DPHSS DPW BES certifies additional funds through 9/30/21, in the Not to Exceed Amount of \$184,417.20, to increase the Total Not to Exceed Amount for FY 2021 through 9/30/21, to \$308,798.44.
7. The total contract compensation for FY 2022, 10/1/21 through 9/30/22, based on anticipated case loads, subject to appropriation, allocation and availability of funds, is in the Not to Exceed Amount of \$154,967.14. Multiple certifications of funds are permitted within the fiscal year.
8. In this Ninth Amendment DPHSS DPW BES certifies funds FY 2022, 10/1/21 through 12/31/21, in the Not to Exceed Amount of \$57,486.72.

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The Certification of Fund in the Not to Exceed Amount of \$57,486.72 is based on anticipated case loads, and the following regular and short-term pandemic program expenses:

SNAP/Combo: $123,437.46 / 4 = \$30,859.37$ (per quarter)

Cash: $6,536.44 / 4 = 1,634.11$ (per quarter)

FY2022 Summer P-EBT \$19,593.24 (1st Quarter)

FY2022 Pandemic Emergency Assistance Fund (PEAF) \$5,400.00 (1st Quarter)

Total: \$57,486.72 for Q1 FY 2022 (10/1/21 through 12/31/21)

9. The remaining FY 2022 balance of \$97,480.42 shall be added to the Agreement by future amendment to meet the FY 2022 Total Not to Exceed Amount of \$154,967.14.

10. All other terms and conditions for services remain the same.

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IN WITNESS WHEREOF, the parties have executed this Ninth Amendment to the Agreement the dates indicated by their respective names.

C170600975

Ninth Amendment Short Term Pandemic Programs, FY 2021-2022
Additional Funding and Funding for Fiscal Year 2022
to the EBT Services Agreement between
Guam DPIISS DPW BES and FIS

CONTRACTOR
FIDELITY INFORMATION SYSTEMS, LLC
By its General Manager

GOVERNMENT OF GUAM
DEPARTMENT OF PUBLIC HEALTH
AND SOCIAL SERVICES
By its Director

DocuSigned by:
Prashant Gupta

Arthur U. Sanagustin

PRASHANT GUPTA
DATE: August 3, 2021 | 06:53 PDT

ARTHUR U. SANAGUSTIN, MHR
DATE: AUG 06 2021

GOVERNMENT OF GUAM
OFFICE OF TECHNOLOGY
By its Chief Technology Officer

Frank L.G. Lujan, Jr.

FRANK L.G. LUJAN, JR.
DATE: 8-4-2021

CERTIFIED FUNDS AVAILABLE:

Account: 5101H171728PA108230
Account: 5101B211729MA110230
Account: 5101H161728PA108230
Account: 5101H211729AR123230

Amount: \$31,095.31 (10/1/20 - 12/31/20)
Amount: \$88,621.63 (1/1/21-9/30/21)
Amount: \$4,664.30 (1/1/21-9/30/21)
Amount: \$184,417.20 (additional PBT9/1/21-9/30/21)
Total FY2021 Amount: \$308,798.44
Amount: \$32,493.48 (additional 10/1/21-12/31/21)
Amount: \$19,593.24 (additional PBT 10/1/21-12/31/21)
Amount: \$5,400.00 (additional PEA 10/1/21-12/31/21)
Total 10/1/21-12/31/21 (FY2022) Amount: \$57,486.72
Subject to appropriation, allocation, and availability of funds

Account: 5101H191728PA108230
Account: 5101H211729AR123230
Account: 5101H211728AR110230
Document No. C21-1700-105

Tommy C. Taitague
TOMMY C. TAITAGUE
Certifying Officer, Department of
Health and Social Services
DATE: 8-6-21

APPROVED: **CLEARED PER
BBMR'S REVIEW**

APPROVED AS TO LEGALITY AND FORM:

Lester L. Carlson Jr.
Director
Bureau of Budget and Management Research
DATE: AUG 11 2021

Leevin Taitano Camacho
Attorney General
Office of the Attorney General
DATE: _____

RECEIVED
AUG 06 2021

APPROVED:

Lourdes A. Leon Guerrero
Governor of Guam
DATE: _____

Bureau of Budget and
Management Research

Ninth Amendment Short Term Pandemic Programs, FY 2021-2022
Additional Funding and Funding for Fiscal Year 2022
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CONTRACTOR
FIDELITY INFORMATION SYSTEMS, LLC
By its General Manager

DocuSigned by:

Prashant Gupta

01DABBD1B2EQ435

PRASHANT GUPTA
DATE: August 3, 2021 | 06:53 PDT

GOVERNMENT OF GUAM
DEPARTMENT OF PUBLIC HEALTH
AND SOCIAL SERVICES
By its Director

Arthur U. San Agustin

ARTHUR U. SAN AGUSTIN, MHR
DATE: AUG 06 2021

GOVERNMENT OF GUAM
OFFICE OF TECHNOLOGY
By its Chief Technology Officer

Frank L.G. Lujan, Jr.

FRANK L.G. LUJAN, JR.
DATE: 8-4-2021

CERTIFIED FUNDS AVAILABLE:

Account: 5101H171728PA108230
Account: 5101B211729MA110230
Account: 5101H161728PA108230
Account: 5101H211729AR123230

Amount: \$31,095.31 (10/1/20 - 12/31/20)
Amount: \$88,621.63 (1/1/21-9/30/21)
Amount: \$4,664.30 (1/1/21-9/30/21)
Amount: \$184,417.20 (additional PBT 9/1/21-9/30/21)
Total FY2021 Amount: \$308,798.44

Account: 5101H191728PA108230
Account: 5101H211729AR123230
Account: 5101H211728AR110230
Document No. C21-1700-105

Amount: \$32,493.48 (additional 10/1/21-12/31/21)
Amount: \$19,593.24 (additional PBT 10/1/21-12/31/21)
Amount: \$5,400.00 (additional PEA 10/1/21-12/31/21)
Total 10/1/21-12/31/21 (FY2022) Amount: \$57,486.72
Subject to appropriation, allocation, and availability of funds

Tommy C. Aitague

TOMMY C. AITAGUE
Certifying Officer, Department of
Health and Social Services
DATE: 8-6-21

APPROVED:

LESTER L. CARLSON JR.
Director
Bureau of Budget and Management Research
DATE: _____

APPROVED AS TO LEGALITY AND FORM:

Leevin Taitano Camacho
LEEVIN TAITANO CAMACHO
Attorney General
Office of the Attorney General
DATE: 8/12/21

DEPARTMENT OF ADMINISTRATION
DIVISION OF ACCOUNTS

Registration Date: 08/17/2021
Registration No: C170900975 A#9
Vendor No: F0020212 *Sapungan* 8/24/21
Registered By: Resy R. Sapungan

APPROVED:

Lourdes A. Leon Guerrero
LOURDES A. LEON GUERRERO
Governor of Guam
DATE: 8/17/2021

DPHSS 21-0407

Ninth Amendment Short Term Pandemic Programs, FY 2021-2022
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EXHIBIT A

Additional Short Term Pandemic Programs:

1. The Pandemic Electronic Transfer (P-EBT) \$184,417.20 is for FY2021.
 The anticipated case load is calculated based upon estimated total number of children at 27,942 children. The issuance of SNAP benefits will be completed in September 2021.
 *P-EBT only setup fee: \$4.50 per case x 27,942 = \$125,739
 *P-EBT Cost Per Case Month (CPCM): \$2.10 x 27,942 = \$58,678.20
2. Summer Pandemic Electronic Transfer (Summer P-EBT) for FY2022 is \$19,593.24:
 The anticipated cost calculated based upon estimated total number of additional children is 2,748. The issuance of SNAP benefits is anticipated to be completed in October 2021.
 *P-EBT only setup fee: \$4.50 per case x 2,748 (Children) = \$12,366
 *P-EBT Cost Per Case Month (CPCM): \$2.10 x 2,748 (Children) = \$5,770.80
 *P-EBT Cost Per Case Month (CPCM) for existing SNAP: \$0.53 x 2,748 (Children) = \$1,456.44
3. Pandemic Emergency Assistance Fund (PEAF) for FY2022 is \$5,400.00:
 The anticipated cost calculated based upon estimated total number of TANF cases is 500. The issuance of cash benefits is anticipated to be completed in October 2021.
 *Cash PEAF Set-Up Fee 4.50 x 500 (cases) = \$2,250.00
 *Cash PEAF CPCM \$2.10 x 500 (cases) x 3 (issuance months) = \$3,150.00

The availability of funds is based upon anticipated case load as follows:

Accounts: 1. 5101B211729MA110 (SNAP) and 2. 5101H211728PA108 (Cash Assistance) and 3. ___ P-EBT and 4. ___ Summer P-EBT and 5. ___ PEAF (account numbers to be determined).

	Total	SNAP	Cash	**P-EBT	**Summer P-EBT	**PEAF
FY 2017	\$27,181.55	\$25,694.97	\$1,486.59			
FY 2018	\$109,151.03	\$103,506.94	\$5,644.09			
FY 2019	\$113,982.19	\$108,131.06	\$5,851.13			
FY 2020	\$119,275.09	\$112,986.38	\$6,288.71			
FY 2021	\$308,798.44	\$118,084.47	\$6,296.77	184,417.20		
FY 2022	\$154,967.14	\$123,437.46	\$6,536.44		\$19,593.24	\$5,400.00
FY 2023	\$135,846.20	\$129,058.10	\$6,788.10			
FY 2024	\$142,012.10	\$134,959.77	\$7,052.33			
Total	\$1,111,213.75	\$855,859.15	\$45,723.33	\$184,417.20	\$19,593.24	\$5,400.00

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FY 2025 (option)	\$148,486.31	\$141,156.53	\$7,329.78			
FY 2026 (option)	\$155,284.22	\$147,663.12	\$7,621.10			
Total	\$303,770.53	\$288,819.65	\$14,950.88			

*** These are anticipated costs.*

This recalculation has been performed by the Human Services Program Administrator, DPHSS DPW BES.



Prepared by: *Christine A.P. San Nicolas, BSW, MPA*

Date: *8/2/2021*

Ninth Amendment Short Term Pandemic Programs, FY 2021-2022
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Uniform Administrative Requirements

Cost Principles and Audit Requirements for Federal Awards

Contractor shall comply with the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Uniform Guidance. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR Part 200 apply to this Contract. This is a Federal Participation Funded program by USDA FNS and Contractor shall comply with the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as (updated). Contractor is a "contractor" as defined in 2 CFR Part 200 Section 200.331(b) and determined by GUAM DPHSS BES. The federal programs that are the subject of this Contract, as included as exceptions in 2 CFR Section 101E Program applicability - "Except for §§200.203, 200.216, and 200.331 through 200.333, the requirements in subparts C, D and E of this part do not apply to the following programs:". 2 CFR Section 101 (f) Additional program applicability. "Except for §§200.203 and 200.216.

Contractor shall comply Section 200.203 (6) Single Audit Requirements.

Contractor shall comply 2 CFR §200.216 Prohibition on certain telecommunications and video surveillance services or equipment, and flow through the requirements in its contracts.

§200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

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(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

Contractor shall comply with Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Guam DPHSS BES is a “state” within the meaning of 2 C.F.R. §200.317 and follows the policies and procedures it uses for procurements from its non-Federal funds, and in compliance with §200.317 utilizes the attached appendices in its vendor contracts, which individually signed, dated and certified by its vendors, and incorporated herein as if fully rewritten. Contractor shall where applicable flow through to their subcontractors.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

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(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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Guam DPHSS DPW BES and FIS

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.323. Contract cost and price.

(K) See §200.216. Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See §200.322. Procurement of recovered materials.



Customer Authorization

GU Implement PEBT 2.0 v3

No.GU9727

07/29/21

Customer	The Territory of Guam, Department of Public Health and Social Services 123 Chalan Kareta Mangilao, GU 96913		
FIS Contact	Diana Sherman	Diana.sherman@fisglobal.com	727-310-6264
Project Overview	<p>This Customer Authorization (CA), issued pursuant to the Guam Department of Public Health and Social Services contract, dated 06/15/2017 between Guam Department of Public Health and Social ("Customer") and Fidelity Information Services, LLC (as amended, the "Agreement"), is authorization for FIS to:</p> <p>Implement the special short use food program (PEBT 2.0) for the 2020/2021 school year ending September 2021, as part of Section 4601 of the Continuing Appropriations Act, 2021 and Other Extensions Act (P.L. 116-159). This program is intended to cover PEBT benefits for school-going children on free/reduced meal programs.</p>		
Deliverables	<p>FIS will:</p> <ul style="list-style-type: none"> ▪ Configure one new benefit type, class, and group for PEBT 2.0 only cases. <ul style="list-style-type: none"> ▪ Benefit type will be 99. ▪ Allows for separate tracking and reporting. ▪ Uses Territory defined spend order of first food benefit to be spent. ▪ Expungement will be based on FNS SNAP expungement rules. ▪ Establish funding via existing letter of credit for the new benefit type. ▪ Ensure new benefits are disbursed as per Territory rules. ▪ Create and post monthly to the ebtEDGE Reports Portal a PEBT Billing Summary report. ▪ Update documentation such as the Interface, Detail Design and Call Center Scripts as defined by the Territory for PEBT 2.0. 		
Contingencies	<p>FIS performance under this CA is contingent upon:</p> <ul style="list-style-type: none"> ▪ The Territory's understanding and agreement that anything not outlined in this CA is outside the scope of this project. ▪ The Territory understands that: <ul style="list-style-type: none"> ▪ No new interfaces will be defined. ▪ There will be no changes to file and report layouts. ▪ There will be no changes to existing card design and materials. ▪ There will be no custom reporting. ▪ FIS will use the existing Letter of Credit. ▪ There will be no new batch streams defined. ▪ Benefits will be comingled with existing food benefits. ▪ This does not include benefits for child care. ▪ The Territory will: <ul style="list-style-type: none"> ▪ Use existing Territory methods to establish and maintain cases. ▪ Use existing Territory methods to apply the newly defined benefits. ▪ Determine if a new or existing case should be used. ▪ Provide FIS the FNS approved PEBT issuance schedule prior to benefits processing of the PEBT program. ▪ Use existing EBT card stock. 		



Customer Authorization

GU Implement PEPT 2.0 v3

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- Issue benefits as per the schedule and plan.
- PEPT benefits will be issued Monthly (June through August 2021).
- Issuances will be retroactive.
- In the event the State needs to distribute any benefits to cases during those previously unplanned disbursement months, as the Territory may encounter a need for clean-up activities, the pricing identified in the table below is extended for those periods.
- Receipt by FIS of the signed CA.
- The Territory of Guam DPHSS performance of its obligations set forth herein and in the Agreement to the extent necessary for FIS to perform.
- Acceptance of the deliverables hereunder is upon delivery by FIS.
- FIS not being responsible for issues or delays outside of FIS' reasonable control.
- Fulfillment of the payment terms listed below.

Project Pricing 100 contractual One Time PEPT 2.0 Development Fee
 hours

PEPT-Only Setup Fee:	\$4.50 (for the month in which a new PEPT only case is setup in FIS system, or if an existing case orders a card but has not received a benefit in the current and previous month)		
PEPT Fee:	PEPT Fee based on issuance plan/schedule		
Issuance Schedule	P-EBT Added to Combo Case Monthly Fee	P-EBT Only Case Monthly Fee	Benefit Issuance Period
August 2021	\$.53	\$2.10	Benefit periods between August 2020 – January 2021 (per PEPT plan)
September 2021	\$.53	\$2.10	Benefit periods between February 2020 – May 2021 (per PEPT plan)
October 2021	\$.53	\$2.10	Unplanned Issuance or Corrections
November 2021	\$.53	\$2.10	Unplanned Issuance or Corrections
December 2021	\$.53	\$2.10	Unplanned Issuance or Corrections

Payment Terms This CA is payable as follows:

- 100% of the one-time fee (100 hours) to be reduced from the contractual pool of hours upon execution of this CA (1,500 contractual hour currently available).

Other Terms

- The opportunity to fully execute this CA is valid for a period of, thirty (30) days from the date stated at the top of this CA. In the event that this CA is not executed within the thirty (30) day period, this CA shall be null and void.
- This CA shall be effective when signed by both parties. Unless the expiration date of the CA is expressly set forth herein, this CA shall expire upon the delivery by FIS of the Deliverables described above. Due to the short timeframe, FIS will act under this CA with a written email or



Customer Authorization

GU Implement PEBT 2.0 v3

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letter indicating the Agency intends to fulfill the agreement.

- No government funds to be paid under this CA are being or shall be used to develop any current or future intellectual property of FIS except as expressly set forth in this CA. No rights in intellectual property are being transferred pursuant to this CA.
- This CA supersedes any verbal agreements or understandings made previously regarding this subject.
- Except as amended hereby all other terms and conditions of the Agreement shall remain in full force and effect.
- FIS reserves the right to nullify this CA if it is altered from its original form provided by FIS.

Approvals

I have read and understood this CA and approve its contents. I hereby approve work to begin on this project pursuant to the terms and conditions of the Agreement, as amended by this CA.

FIDELITY INFORMATION SERVICES, LLC

DocuSigned by: Prashant Gupta
BY: 010689901892ED435

Prashant Gupta
PLEASE PRINT NAME

EBT Line of Business Executive
TITLE

July 29, 2021
DATE

TERRITORY OF GUAM

BY:

Frank L.G. Lujan
PLEASE PRINT NAME

OFFICE OF TECHNOLOGY
Chief Technology Officer
TITLE

8-4-2021
DATE
TERRITORY OF GUAM

BY:
ARTHUR U. SAN AGUSTIN, MHR
PLEASE PRINT NAME

DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES

Director
TITLE

AUG 06 2021
DATE



August 5, 2021

**United States
Department of
Agriculture**

Food and
Nutrition
Service

Western Region

90 Seventh St.
10-100
San Francisco, CA
94103

Christine A.P. San Nicolas, B.S.W., M.P.A.
Human Services Program Administrator
Department of Public Health & Social Services
Division of Public Welfare-Bureau of Economic Security
123 Chalan Kareta
Mangilao, Guam 96913

Dear Administrator San Nicolas:

The Food and Nutrition Service (FNS) has completed its review of Amendment 9 to the contract with Fidelity Information Services Government Solutions that adds Pandemic Electronic Benefit Transfer Services to the processor contract. This amendment was initially received on July 27, 2021 and updated on August 2, 2021. It increases costs for Federal Fiscal Year (FFY) 2021 by \$184,417 and certifies funding of \$57,487 for the first quarter of FFY 2022. FNS is approving this amendment. Once executed, please provide FNS with a copy for our records.

The State is reminded that any amendment to this contract that increases the cost must be submitted to FNS for review and approval, and we request that all contract amendments be submitted for our records.

If you have any questions or concerns regarding this information, please feel free to contact Gregg Saxton at 415-645-1934 or gregg.saxton@fns.usda.gov.

Sincerely,

CHARLES TOBIN Digitally signed by CHARLES TOBIN
Date: 2021.08.05 12:42:19 -07'00'
Charles Tobin
Regional Program Director
Supplemental Nutrition Assistance Program

cc: Libby Albert, FNS WRO
Barb Smith, FNS WRO
Jodi Gonzalez, FNS WRO
Greg Saxton, FNS NO
Rachel Paulino, GU DPHSS

WRO File Code: SNAP 10-2 CA