

Appendix A: Client Data

Virgin Islands SNAP Participants – Fiscal Year 2016

| Month | Households | Persons | Benefits Issued |
|------------------------|-------------------|----------------|------------------------|
| Oct. 15 | 13169 | 28341 | \$ 4,854,837.00 |
| Nov. 15 | 13295 | 28526 | \$ 4,894,729.00 |
| Dec. 15 | 13293 | 28440 | \$ 4,825,136.00 |
| Jan. 16 | 13295 | 28440 | \$ 4,836,152.00 |
| Feb. 16 | 13182 | 28185 | \$ 4,872,873.00 |
| Mar. 16 | 12925 | 27452 | \$ 4,735,126.00 |
| Apr. 16 | 12969 | 27491 | \$ 4,660,109.00 |
| May 16 | 13065 | 27710 | \$ 4,758,729.00 |
| Jun. 16 | 12872 | 27211 | \$ 4,647,443.00 |
| Jul. 16 | 12837 | 27164 | \$ 4,621,723.00 |
| Aug. 16 | 12932 | 27194 | \$ 4,610,760.00 |
| Sep. 16 | 12977 | 27369 | \$ 4,655,779.00 |
| <i>Monthly Average</i> | 13067.58 | 27793.58 | \$ 4,747,783.00 |
| <i>Total</i> | 156811 | 333523 | \$ 56,973,396.00 |

Virgin Islands SNAP Participants – Fiscal Year 2015

| Month | Households | Persons | Benefits Issued |
|------------------------|-------------------|----------------|------------------------|
| Oct. 14 | 12632 | 27814 | \$ 4,796,521.00 |
| Nov. 14 | 12600 | 27705 | \$ 4,821,562.00 |
| Dec. 14 | 12534 | 27460 | \$ 4,697,456.00 |
| Jan. 15 | 12569 | 27590 | \$ 4,761,076.00 |
| Feb. 15 | 12384 | 27086 | \$ 4,672,380.00 |
| Mar. 15 | 12460 | 27142 | \$ 4,681,380.00 |
| Apr. 15 | 12408 | 27023 | \$ 4,602,939.00 |
| May 15 | 12567 | 27393 | \$ 4,715,385.00 |
| Jun. 15 | 12572 | 27235 | \$ 4,663,008.00 |
| Jul. 15 | 12711 | 27528 | \$ 4,702,571.00 |
| Aug. 15 | 12848 | 27748 | \$ 4,724,282.00 |
| Sep. 15 | 13021 | 28103 | \$ 4,800,582.00 |
| <i>Monthly Average</i> | 12608.83 | 27485.58 | \$ 4,719,928.50 |
| <i>Total</i> | 151306 | 329827 | \$ 56,639,142.00 |

Virgin Islands SNAP Participants – Fiscal Year 2014

| Month | Households | Persons | Benefits Issued |
|----------------------------|-------------------|----------------|------------------------|
| Oct. 13 | 12625 | 28446 | \$ 4,964,177.00 |
| Nov. 13 | 12602 | 28246 | \$ 4,605,009.00 |
| Dec. 13 | 12555 | 28226 | \$ 4,581,582.00 |
| Jan. 14 | 12393 | 27812 | \$ 4,579,518.00 |
| Feb. 14 | 12210 | 27280 | \$ 4,499,654.00 |
| Mar. 14 | 12291 | 27416 | \$ 4,527,556.00 |
| Apr. 14 | 12314 | 27497 | \$ 4,520,447.00 |
| May 14 | 12402 | 27609 | \$ 4,555,674.00 |
| Jun. 14 | 12542 | 27807 | \$ 4,604,231.00 |
| Jul. 14 | 12614 | 27911 | \$ 4,629,915.00 |
| Aug. 14 | 12641 | 27976 | \$ 4,646,656.00 |
| Sep. 14 | 12537 | 27700 | \$ 4,614,615.00 |
| <i>Monthly Average</i> | 12477.17 | 27827.17 | \$ 4,610,752.83 |
| <i>Total</i> | 149726 | 333926 | \$ 55,329,034.00 |

Appendix B: Terms and Conditions

This section provides the Terms and Conditions associated with this procurement. The formal Contract to be entered into with the successful bidder shall contain, at a minimum, the terms and conditions set forth in this section.

1. General

The Contract between the Territory and the selected bidder (hereinafter the "Vendor") shall include: 1) the Contract, 2) the Request for Quotation (RFQ) and any amendments, 3) the Statement of Work included as part of the RFQ, 4) any and all Best and Final Offers and any written correspondence attached to or referenced in this RFQ, identified by the Territory as significant to the process. In the event of a conflict in language among the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern, followed in priority order by the Request for Quotations, and then the Vendor's response to the RFQ. In the event that an issue is addressed in one document that is not addressed in the other documents, no conflict in language shall be deemed to occur. However, the Territory reserves the right to clarify any Contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFQ or the Vendor's proposal.

No modification or change of any provision in the Contract shall be made, or be construed to have been made, unless the Vendor and the Territory mutually agree to such modification in writing. The Contract modification will be incorporated as a written amendment to the Contract. Memoranda of understanding and correspondence shall not be construed as amendments to the Contract.

Upon 4 weeks after Contract signing, the Vendor shall submit a Project Work Plan and a Service Level Agreement that shall be mutually agreed upon and incorporated into the Contract between the Territory and the Vendor and made a part thereof. The Service Level Agreement shall identify the performance standards and performance measures that shall govern the Vendor's performance throughout the Contract period and shall include a mutually agreed upon penalty for failure to meet the standards.

1.1. Territory Held Harmless

The Vendor agrees to indemnify, defend and save harmless the Territory, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all bidders, Contractors, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Vendor in the performance of this Contract and against any liability, including costs and expenses for violation of proprietary rights, copyrights, or rights of privacy, arising out of publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Contract or based on any libelous or other unlawful matter contained in such data.

1.2. Assurances

During the performance of this Contract, Vendor agrees as follows:

- 1.2.1.** Vendor will not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, or physical handicap, unless related to a bona fide occupation qualification. Vendor will take affirmative action to insure that applicants are employed and employees are treated during employment, without regard to their race, color, religious creed, sex, national origin, ancestry, age, or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and

selection for training including apprenticeship. Vendor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- 1.2.2.** Vendor will, in all solicitations or advertising for employees placed by or on behalf of Vendor relating to this Contract, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, or physical handicap.
- 1.2.3.** Vendor will send to each labor union or representative of the workers with which he has a collective bargaining agreement, or other Contract or understanding, whereby he is furnished with labor for the performance of this Contract, a notice, to be provided by the Contracting department or agency, advising the said labor union or workers' representative of Vendor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and the applicants for employment.
- 1.2.4.** Vendor will cause the foregoing provisions to be inserted in any subcontracts for any work covered by the Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to Contracts or subcontracts for standard commercial supplies or raw materials. Vendor, or any subcontractor holding a Contract directly under Vendor, shall, to the maximum feasible extent, list all suitable employment openings with the Department of Labor.
- 1.2.5.** Vendor and all subcontractors shall comply with the requirements, conditions, and standards of all of the following:
 - Title VI of Civil Rights Act of 1964 (42 USC § 2000d et seq.);
 - Section 504 of the Rehabilitation Act of 1973, as amended
 - (29 USC § 794);
 - The Copeland “Anti-Kick Back Act (18 USC § 874); as supplemented in Department of Labor Regulations (29CFR, part 3);
 - Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41CFR, Part 60);
 - The Contract Work Hours and Safety Standards Act
 - (40 USC § 327-330) as supplemented by the Department of Labor Regulations (29 CFR, Part 5);
 - The United States Environmental Protection Agency (EPA),
 - 40 CFR, Part 15, pursuant to the Clean Air Act, as amended, (Air Act), (42 USC § 7401 et seq.);
 - The Federal Water Pollution Control Act, as amended (“Water Act”), (33 USC § 1251 et seq.); and Executive Order 11738;
 - The United States Department of Health and Human Services Regulations found in 45 CFR, parts 80 and 84;
 - The United States Department of Labor Americans with Disabilities Act; and,
 - The Federal Drug-Free Workplace Act of 1988.

1.3. Certification of Independent Price Determination

By submission of a proposal each bidder certifies and, in the case of a joint proposal, each party certifies, as to its own organization, that in connection with this procurement:

1.3.1 The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

1.3.2 Unless otherwise required by law, the prices quoted in this proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and,

1.3.3 No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

1.3.4 A proposal will not be considered for award where (1) (a) and (1) (c) above has been omitted or modified. Where (1) (b) above has been omitted or modified, the proposal will not be considered for award unless the bidder furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the Department determines that such disclosure was not made for the purpose of restricting competition.

1.4. Certification of Debarment

As required by Federal Executive Order 12549, upon selection for award of the Contract pursuant to the issuance of this RFQ, the EBT Contractor will be required to certify that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal agency or department.

1.5. Deviations from the Contract

The requirements appearing in this RFQ shall become a part of the terms and conditions of the resulting Contract. Any deviations from the RFQ must have been specifically defined by the Vendor in his proposal which, if accepted by the Territory, must have become part of the Contract, but such deviations must not have been in conflict with the basic nature of this offer.

1.6. Beginning of Work

The Vendor must not commence any billable work until a valid Contract has been fully executed by the parties and has been approved by the Governor. Subsequent to the receipt of all required approvals, the DHS Procurement Manager will notify the selected Vendor in writing that work may commence.

1.7. Governing Law

The Contract shall be governed in all respects by the laws, statutes, and regulations of the Territory of the US Virgin Islands and by any federal law or regulation applicable to the Territory. Any legal proceedings against the Territory regarding this RFQ or any resulting Contract shall be brought in the administrative or judicial forums of the Territory.

1.8. Attorney's Fees

In the event that either party deems it necessary to take legal action to enforce any provision of the Contract and in the event the Territory prevails, the Vendor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

1.9. Advertising Award

The Vendor shall agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Territory. News releases pertaining to this project will not be made without prior approval from the EBT Project Manager.

1.10. Notices

After Contract award, all notices under the Contract shall be deemed duly given: 1) upon delivery, if delivered by hand against receipt, or 2) three days after posting if sent by registered or certified mail, return receipt requested, or upon notification of delivery if sent by a delivery service.

All notices are to be delivered to the EBT Project Manager at the address below or to such other address or party as is designated.

Richard G. Lacombe
DHS Executive Project Director
Department of Human Services
1303 Hospital Ground, Suite 1
St. Thomas, USVI 00802

Either party may change its address for notification purposes by giving written notice of the change and setting forth the new address and an effective date.

1.11. Titles

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer Contractual construction of language.

2. Term of the Contract

The Contract shall begin after it has been approved by the US Department of Agriculture and the Governor of the US Virgin Islands, and has been fully executed by the parties. Written notice to begin work will be provided by the DHS Procurement Manager. The Contract shall expire five (5) years later, unless amended by the parties. At the Territory's option, the Contract may be extended for up to two additional two-year periods.

3. Limitation

The Contract offered will be subject to available budgetary appropriations and shall not create any obligation on behalf of the Department of Human Services in excess of such appropriations. In the event that the amount of funds appropriated is such that the Department must restrict or terminate funding for this Contract, the Contract shall be terminated sixty (60) calendar days after written notification from the Department to the Vendor. Without limiting the foregoing, the Department shall endeavor to provide as much advance notice as possible of the budgetary action.

4. Termination of Contract

The Contract that may result from the issuance of this RFQ may be terminated in whole or in part by the Territory by giving written notice to the Vendor at least sixty (60) calendar days before the effective date of such termination, including the case of termination for non-appropriation of funds. In the event of termination, the Vendor shall be entitled to receive just and equitable compensation for any authorized work that has been satisfactorily completed as of the termination date. In no event, however, shall the Vendor be paid for incidental or consequential damages, including loss of anticipated profit.

Upon delivery to the Vendor of a Notice of Termination specifying the nature of the termination, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective, the Vendor shall:

- Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
- Take such action as may be necessary, or as the EBT Project Manager may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Vendor and in which the Territory has or may acquire an interest;
- Terminate all orders to the extent that they relate to the performance of work terminated by the Notice of Termination;
- Assign to the Territory in the manner and to the extent directed by the EBT Project Manager all of the rights, title, and interest of the Vendor under the orders so terminated, in which case the Territory shall have the right, at its discretion, to settle or pay any or all claims arising out of the terminations of such orders;
- With the approval or ratification of the EBT Project Manager, settle all outstanding liabilities and all claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the Contract.
- Transfer title to the Territory (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by the EBT Project Manager all files, processing systems, data manuals, or other documentation, in any form, that relate to all the work completed or in progress prior to the Notice of Termination; and
- Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.

The Vendor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.

4.1. Termination Claims

After receipt of a Notice of Termination the Vendor shall submit to the EBT Project Manager any termination claim in the form and with the certification prescribed by the EBT Project Manager. Such claim shall be submitted promptly but in no event later than six months from the effective date of termination, unless the EBT Project Manager grants one or more extensions in writing. However, if the EBT Project Manager determines that the facts justify such action, the EBT Project Manager may receive and act upon any such termination claim at any time after such six-month period or extension thereof.

Subject to the provisions of the previous paragraph, the Vendor and the Territory may agree upon the amounts to be paid to the Vendor by reason of the total or partial termination of work. The Contract shall be amended accordingly.

In the event of the failure of the Vendor and the Territory to agree, pursuant to this section, in whole or in part, as to the amounts with respect to costs to be paid to the Vendor in connection with the total or partial termination of work, the Territory shall determine on the basis of information available the amount, if any, due to the Vendor by reason of termination and shall pay to the Vendor the amounts so determined. The amount so paid to the Vendor shall be final and is not open to dispute or further action.

4.2. Default by Vendor

If the Vendor fails to fulfill in a timely manner any material obligation under this Contract, the Territory shall have the right to terminate this Contract upon thirty (30) calendar days written notification from the Department to the Vendor and shall also have the right to withhold payments in excess of fair compensation for work completed.

The Territory will, by written notice of default to the Vendor, provide that the Vendor may cure a material breach of this Contract within a period of thirty (30) calendar days after receipt of notice to the Vendor specifying such breach or within or such longer period as the EBT Project Manager may authorize in writing. The EBT Project Manager shall determine whether the Vendor's efforts to cure a material breach have been successful. The EBT Project Manager's and the decision shall be final and is not open to dispute or further action. The Territory's exercise of this provision allowing the Vendor time to cure a material breach of the Contract in a particular situation does not in any way waive the Territory's right to terminate the Contract for the same or different Contract breach which may occur at a different time.

Notwithstanding the above, the Vendor shall not be relieved of liability to the Territory for damages sustained by virtue of any breach of this Contract by the Vendor. In addition to any other liabilities provided for in this RFQ, such Vendor liability may include, but is not limited to, all incidental and consequential damages arising or resulting from the termination of the Contract.

4.3. Assurances Before Breach

If documentation, work products or any other deliverables due under the Contract are rejected according to agreed acceptance criteria, the Vendor is to be prepared to deliver additional Vendor resources to the project in order to cure the deliverable to the satisfaction of the Territory and to demonstrate that other project schedules will not be affected. The quantity and quality of such additional resources are subject to the approval of the Territory, and failure to comply is subject to the provisions of termination.

4.4. Territory Options at Termination

In the event the Territory terminates this Contract, the Territory will retain all or a portion thereof such hardware, equipment, software, and documentation as has been provided, obtaining clear title to the same, and procure upon such terms and in such manner as the EBT Project Manager may deem appropriate, hardware, equipment, software, documentation, or services as are necessary to complete the project.

5. Force Majeure

The Vendor shall not be liable for any damages if the failure to perform the Contract arises out of causes without the fault or negligence of the Vendor. Such causes may include, but are not restricted to, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be without the fault or negligence of either the Vendor or its Subcontractor(s). When such a cause arises, the Vendor shall notify the Territory immediately in writing of its failure to perform, describing the cause of failure and how it affects performance, and the anticipated duration of the inability to perform. The Territory shall review the information provided and may, at its option, terminate the Contract in accordance with the Termination of Contract provisions.

6. U.S. Virgin Islands Government Public Officers' Law

The Contractor agrees not to engage in any conduct which the Contractor knows or has reason to believe would violate or would assist an employee of the Government to violate Public Officers Law at Title 3 of the Virgin Islands Code, Chapter 37.

7. Liquidated Damages

The Vendor and the Territory agree that time is of the essence in the performance of this Contract. The Territory and the Vendor agree that in the event of a failure to meet the standards defined within the time set forth in the approved EBT Project Work Plan and Service Level Agreement, damage shall be sustained by the Territory and that it is and will be impractical and extremely difficult to ascertain and determine the actual damages which the Territory will sustain by reason of such failure. The parties agree that the EBT Project Work Plan and the Service Level Agreement will establish the baseline documents

for measuring Vendor performance. It is therefore agreed that the Territory may require the Vendor to pay liquidated damages for such failures according to the following paragraphs.

The Vendor shall be liable for liquidated damages that are directly caused by an action or omission by the Vendor. The Vendor shall not be liable for liquidated damages for events that are directly caused by the failure of the Territory or any Territory agency to perform any required activity.

For any failure by the Vendor to meet any staffing assignment, timeliness, performance standard, documentation, work product or deliverable date as specified in this Subsection, the Territory may require the Vendor to pay liquidated damages per work day per timeliness, performance standard, documentation or deliverable for each and every day thereafter until such staffing assignment, timeliness, performance standard, documentation or deliverable is completed and accepted is corrected and approved by the Territory. The Territory at its option may begin default proceedings at any point during the period.

Written notification of failure to meet a staffing assignment, timeliness, performance standard, documentation, work product or deliverable may be given by the EBT Project Manager to the Vendor. The Vendor shall have five workdays or other mutually agreed period from the date of receipt of written notification of a failure to correct the failure set forth in the written notification. If the failure is not resolved within this period, liquidated damages may be imposed retroactively to the date of expected delivery.

During the Contract period the Vendor is required to comply with a staffing assignment, timeliness, performance standards, and documentation, work product or deliverable standards as defined in project work plans and the Service Level Agreement. The Vendor may be assessed one thousand dollars (\$1,000) for each workday or any part thereof, for which the Vendor is not in compliance with the Project Work Plan or the Service Level Agreement.

8. Indemnification for Damages

- a. In performance of its duties pursuant to this Agreement, Contractor shall fully indemnify and save harmless Government from suits, actions, damages and costs of every name and description relating to personal injury, damage to real or personal tangible or intangible property, or any other claim for direct damages arising as a result of negligent acts or omissions or willful misconduct of Contractor, its officers, employees, subcontractors, partners or agents.
- b. Government may, in addition to other remedies available to them at law, retain such monies from amounts due Contractor, under the Contract award Definition/Specifications, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them; provided, however, that the Contractor shall not indemnify to the extent that any claim, loss or damage arising hereunder is caused by the negligent act or failure to act of Government.
- c. As a condition to the foregoing indemnity obligations under this Article the Government shall provide Contractors with prompt notice of any claims for which indemnification may be sought hereunder, shall reasonably co-operate with Contractor in connection with any such claim and, shall be responsible for its compliance with any laws and regulations associated with any deliverables supplied by Contractor hereunder.

9. Failure to Perform

In the event Vendor has failed to perform any substantial obligation under this agreement, the Territory may withhold all monies due and payable to Vendor, without penalty, until such failure is cured or otherwise adjudicated, provided such failure to perform is resultant to the vendors sole or substantial negligence.

10. Vendor Personnel

The Territory believes that the Vendor **must** commit a cohesive, dedicated, highly skilled core team to the EBT Project. Personnel commitments are a mandatory requirement for the work to be performed under this RFQ.

No re-deployment of any personnel may be made without prior written consent of the Territory. The Vendor agrees to supply the personnel proposed, for the duration proposed, or to compensate, as a liquidated damage, the Territory in the amount of \$1,000 per day for each individual key person removed, other than for just cause, if such person is removed without the expressed written permission of the EBT Project Manager. Just cause is defined as death, serious illness, resignation, termination, or military recall. Replacement of such personnel, if approved, shall be with personnel of equal or greater ability and qualifications.

The Territory shall retain the right to reject any of the Vendor's and/or subcontractor's employees whose qualifications, in the Territory's judgment, do not meet the standards established by the Territory as necessary for the performance of the services. In considering the Vendor's employee's qualifications, the Territory will act reasonably and in good faith.

During the course of the Contract, the Territory reserves the right to require the Vendor to reassign or otherwise remove from the project any Vendor or subcontractor employees found unacceptable by the Territory. The Contractor will, within seven (7) calendar days of the request, either respond with detailed objections to Government's request or have said person(s) removed from the project and immediately replaced with a qualified employee acceptable to Government.

In the event that the Contractor objects and Government does not withdraw its request within seven (7) calendar days of receipt of the Contractor's objections, the dispute shall be resolved by the interpretation and dispute procedure described in Section 7 "Indemnification for damages" above.

11. Change Order Requests

The Territory may, at any time by written order, make changes within the general scope of the Contract. No change order requests are to be conducted except at the approval of the Territory. This section establishes the only procedures by which the Vendor may obtain any compensation or reimbursement in excess of the amounts specifically provided for elsewhere in the Contract for any services rendered or property delivered or expense incurred in the performance of the Contract.

12. Dispute Resolution

A Contract Officer at VI Property and Procurement (P&P), in conjunction with VI DHS representation, shall decide any disputes concerning performance of the Contract. This decision shall be final and conclusive unless within thirty (30) calendar days from the date of service the Vendor files a petition for administrative hearings addressed to the Commissioner, Department of Human Services.

In the event any party makes an unsuccessful protest of the terms of the Request for Proposals or the proposed award of the Contract generated thereunder, the unsuccessful protestor(s) shall pay all court costs and attorney fees relating to the protest including those incurred by the Territory and the proposed awardee.

13. Confidentiality of Information

The Territory may be in possession of confidential information and material which require protection under applicable laws and regulations, as well as policies and procedures of the Territory and the United States Government. Confidential information and material obtained within or from the Territory may not be discussed, communicated, copied, extracted, or used in any manner by the Vendor.

All materials and information provided to the Vendor by the Territory or acquired by the Vendor on behalf of the Territory whether verbal, diskette, written, e-mail, magnetic tape, cards, or any other media

shall be regarded as confidential information in accordance with the provisions of federal and Territory law and ethical standards, and all necessary steps shall be taken by the Vendor to safeguard the confidentiality of such material or information in conformance with federal and Territory law and ethical standards.

14. Prime Contractor Responsibility

The prime Contractor is solely responsible for the fulfillment of the Contract with the Territory. The prime Contractor will assume responsibility for all services offered and products to be delivered whether or not the Vendor is the manufacturer or producer of said services. The Territory will consider the Vendor to be the sole point of contact with regard to all Contractual matters. The Vendor will be responsible for the entire Contract performance.

15. Subcontracts

The prime Contractor shall not assign or subcontract the performance of this Contract or any portion thereof to any other Contractor without written approval of the Department of Human Services. For all subcontractors, a Certificate of Good Standing from the Office of the Lieutenant Governor, Corporations and Trademarks Division **must** be included in all subcontract agreements. This provision will not be taken as requiring the approval of Contracts of employment between the Vendor and personnel assigned for services thereunder.

All references in the RFQ to the bidder (Vendor) should be construed to encompass both the prime Contractor and the subcontractor(s).

All subcontract agreements **must** contain the following requirements:

- All subcontracts shall be in writing and shall contain provisions which are consistent with the provisions of this Contract, except as permitted in writing by the EBT Project Manager; and
- All subcontracting agreements **must** be signed and delivered to the EBT Project Manager within five working days following the Contract award date.

The prime Contractor shall give the Territory immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the prime Contractor by any party including but not limited to any subcontractor or Vendor which may result in litigation related in any way to this Contract or which may affect the performance of duties under this Contract. The requirement of prior approval of any subcontract under this Contract shall not make the Territory a party to any subcontract or create any right, claim or interest in the subcontractor or proposed subcontractor against the Territory. The prime Contractor agrees to defend (subject to the approval of the Attorney General) and indemnify and hold harmless the Territory against any claim, loss, damage, or liability against the Territory based upon the prior approval requirements of this section. No subcontract or delegation shall relieve or discharge the prime Contractor from any obligations or liability under the Contract.

16. Ownership of Information, Software, and Data

All materials, including but not limited to, finished and unfinished computer programs, data, documentation, and reports produced for DHS under a Contract resulting from this RFQ, shall be wholly and solely owned by DHS. FNS 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, (1) the copyright in any work developed under a grant, sub grant, or Contract under a grant or sub grant; and (2) any rights of copyright to which a grantee, sub grantee or a Contractor purchases ownership with grant support for such software, modifications, and documentation.

If the Contractor develops or pays to have developed computer software which is an addition to existing software owned by or licensed exclusively with funds or proceeds from the Contract, or to modify software to perform computerized tasks in a manner different than previously performed to meet its

obligations under the Contract, the addition shall be exclusively owned by or licensed to the Territory of the United States Virgin Islands. In the case of software owned by DHS, DHS grants to the Contractor a nontransferable, non-exclusive license to use the software in the performance of the Contract. In the case of software licensed to DHS, DHS grants to the Contractor permission to use the software in the performance of the Contract. This license or permission, as the case may be, terminates when the Contractor has completed its work under the Contract.

If the Contractor uses computer software licensed to it which it does not modify or program to handle the specific tasks required by the Contract, then to the extent allowed by the license agreement between the Contractor and the owner of the software, the Contractor grants to DHS a continuing non-exclusive license to use the software, either by DHS or by a different Contractor, to perform work substantially identical to the work performed by the Contractor under the Contract. If the Contractor cannot grant the license as required by this section, then the Contractor shall reveal the input screens, report formats, data structures, linkages, and relations used in performing its obligations under the Contract in such a manner to allow DHS or another Contractor to continue the work performed by the Contractor under the Contract.

17. Liability

The Vendor agrees to indemnify and hold harmless the Territory as well as officers, agents, and employees of the territory, from all claims, losses, or suits accruing or resulting to any bidders, subcontractors, laborers, and any person, firm, or corporation who may be injured or damaged by the Vendor or any subcontractors during the performance of the Contract.

The Territory shall give the Vendor written notice of each such claim or suit and full right and opportunity to conduct the Vendor's own defense thereof, together with full information and all reasonable cooperation.

18. Amendments

This Contract may be modified only by written amendment executed by all parties hereto, and approved by the appropriate Territory officials.

19. Insurance

On or before beginning performance under this Contract, the Vendor shall obtain from an insurance company duly authorized to do business in, insurance as follows.

19.1. Minimum Insurance

The Vendor shall obtain, pay for, and keep in force the following minimum insurance and shall furnish a certificate or certificates evidencing that such insurance is in effect:

- Disability, workman's compensation, and unemployment compensation in accordance with the statutory requirements of the Territory at Title 24, Section 250, et. seq. of the Virgin Islands code.
- Comprehensive general liability insurance (including automobile and broad form Contractual coverage) against bodily injury or death of any person in amounts of not less than \$250,000 per claim and two million dollars (\$2,000,000) per incident; and
- Insurance against liability for property damages including content coverage for all records maintained pursuant to this Contract, in the amounts of not less than \$250,000 per claim and two million dollars (\$2,000,000) per incident.

19.2. Certificates

The Vendor shall furnish to the Territory a certificate(s) evidencing that required insurance is in effect, for the policy amounts, and applicable policy numbers and expiration dates, within ten days of Contract signing. In the event of cancellation of any insurance coverage, the Vendor shall immediately notify the

Territory of such cancellation. The Vendor will be required to obtain suitable replacement coverage within 14 business days of the cancellation. The Territory, at its option, may impose a stop work order on the Vendor until such replacement coverage is secured and approved by the Territory. If a stop work order is imposed, the Territory shall not be liable for any costs or lost profits incurred by the Vendor.

For performance under this Contract, the Vendor also **must** provide proof of worker's compensation coverage, and meet the requirements identified for corporations at Title 24, Section 250, et. seq. of the Virgin Islands code.

19.3. Worker's Compensation Certificates

Within ten (10) working days after award, the successful Vendor **must** submit a copy of their certificate proving that the Vendor and his agents are covered by Worker's Compensation Employee's Liability. Failure to provide the certificates within the stated time periods may result in the proposal deemed as non-responsive and may be immediately disqualified with no further consideration given for potential awarding of the Contract.

19.4. Requirements for Corporations

The selected Vendor shall provide the Territory with copies of their Articles of Incorporation and a Certificate of Resolution within 10 days of award of Contract.

19.5. Notice of Change

The Vendor shall provide the Territory with written notice at least ten (10) days prior to any change in the insurance coverage obtained to comply with this subsection.

19.6. Liability Not Limited

The provisions of this clause shall not be deemed to limit the liability or responsibility of the Vendor or any of its subcontractors hereunder.

19.7. Insurance of Assumed Contractual Risk

The Vendor may insure any portion of the risk assumed under the provisions of this Contract based upon the Vendor's ability (size and financial reserves included) to survive a series of adverse experiences, including withholding of payment by the Territory, or imposition of penalties by the Territory. Express prior written approval of the EBT Project Manager is required for any proposed program of self-insurance.

20. License Requirement

A Contract will not be executed with any firm to perform work with the Government of the Virgin Islands until evidence is submitted that said firm has a valid Virgin Islands Business License to do business in the Virgin Islands. The selected vendor **must** submit hard copy of a valid Virgin Islands business license within ten (10) working days after award.

21. Payment

Invoices for payment shall be submitted to:

Richard G. Lacombe
DHS Executive Project Director
Department of Human Services
1303 Hospital Ground, Suite 1
St. Thomas, USVI 00802

Invoices shall be submitted in a format approved by the EBT Project Manager and contain sufficient detail to allow proper verification of charges. The Department reserves the right to request submission of copies of employee timesheets from the vendor for all staff assigned to the project. No invoices will be processed for payment until approved by the EBT Project Manager.

The Vendor shall maintain documentation for all charges against the Territory under this Contract. The books, records and documents of the Vendor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment, and shall be subject to audit at any reasonable time and upon reasonable notice, by the Territory, or any appropriate federal agency, or their duly appointed representatives. The records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).

22. Inspection and Approval

Final inspection and approval of all work required under the Contract shall be performed by the EBT Project Manager and other officials that the Territory may so designate.

The Department of Human Services or an authorized representative shall, at all reasonable times, have the right to enter the Vendor's premises or such other places where duties under the Contract are being performed, to inspect, monitor or otherwise evaluate the work being performed. The prime Contractor and all subcontractors **must** provide access to all reasonable facilities and assistance for Department Human Services representatives. All inspections and evaluations shall be performed in such a manner that will not unreasonably delay work.

23. Conflict of Interest

A bidder filing a proposal hereby certifies that no officer, agent or employee of the Territory has a pecuniary interest in this proposal or has participated in Contract negotiations on behalf of the Territory; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same request for proposals; the bidder is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

24. Territory Property

The Vendor shall be responsible for the proper custody and care of any Territory owned property furnished for Vendor's use in connection with the performance of this Contract, and the Vendor will reimburse the Territory for its loss or damage, except normal wear and tear.

25. Federal Inspections

During and after this project, the US Department of Agriculture or its authorized representatives shall be allowed access to inspect all Vendor materials, documents, work papers, deliverables, or any such other items which pertain to this project. The Vendor shall cooperate with any federal reviews and shall supply copies of any requested materials. This requirement also applies to any subcontractors who may be engaged in the project. Any subcontract permitted by the Territory **must** contain a provision that sets forth the subcontractor's agreement with the terms set forth in this paragraph.

26. Copyright of Data

The Vendor may not publish or copyright any data without prior approval, unless otherwise stated herein. The Territory and the federal government shall have the right to publish, duplicate, use and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.

"Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including but not limited to, all reports, surveys, plans, charts, recordings (video and/or sound), pictures, drawings, analyses, source and object code, graphic representations, computer programs and printouts, notes and memoranda, regardless of media, and

documents whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

27. Patent, Copyright, and Other Proprietary Rights Indemnification

The Vendor warrants that all equipment, software, supplies, and other products provided hereunder and all services do not and will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any claim by a third party against the Territory, the Territory shall promptly notify Vendor and the Vendor shall cooperate in the defense of such claim at Vendor's expense and shall indemnify the Territory against any loss, cost, expense, or liability arising out of such claim, including reasonable attorney's fees.

28. Policy Determinations

The Territory shall determine all program policy. In the event that the Vendor may request in writing that the Territory issue policy determinations or operating guidelines required for proper performance of the Contract, the Territory shall do so in writing in a timely manner, and the Vendor shall be entitled to rely upon and act in accordance with such policy determinations and operating guidelines, and shall incur no liability in doing so unless the Vendor acts negligently, maliciously, fraudulently, or in bad faith.

29. Accounting Requirements

The Vendor shall establish and maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP). The accounting system shall maintain records pertaining to the tasks defined in this Contract and all other costs and expenditures made under this Contract.

Specific accounting records and procedures are subject to Territory and federal approval. Accounting procedures, policies, and records shall be completely open to Territory and federal audit at any time during the Contract period and for five years thereafter.

30. Audit Requirements

The Vendor shall maintain books, records, documents, and other evidence pertaining to the administrative costs and expenses of the Contract to the extent and in such detail as shall properly reflect all revenues, all net costs, direct and apportioned, and other costs and expenses of whatever nature as relating to performance of Contractual duties under the provision of the Contract. The Vendor's accounting procedures and practices shall conform to Generally Accepted Accounting Principles (GAAP) and the costs properly applicable to the Contract shall be readily ascertainable therefrom.

For work to be performed on an hourly reimbursement rate or cost reimbursement basis, the allowability of direct and indirect costs shall be governed by 41 CFR, Subpart 1.15.2.

31. Records Retention Requirements

The Vendor shall agree to the conditions of 7 CFR 274.5 and 7 CFR 272.1(f). Regarding retention and access requirements relating to all financial and programmatic records, supporting documents, statistical records, and other records of this Contract. In addition, the Vendor shall agree to the following terms regarding retention of Contract records and access for government officials.

Unless the Territory specifies in writing a shorter period of time, the Vendor agrees to preserve and make available all other pertinent books, documents, papers, and records of the Vendor involving transactions related to the Contract for a period of five (5) years from the date of expiration or termination of the Contract.

Records involving matters in litigation shall be kept for one (1) year following the termination of litigation, including all appeals if the litigation has not terminated within five (5) years.

The Vendor shall agree that authorized federal and Territory representatives shall have access to and the right to examine the items listed above during the Contract period and during the five-year post-Contract

period or until resolution. During the Contract period, the access to these items will be provided at all reasonable times. During the five-year post-Contract period, delivery of and access to the listed items will be at no cost to the Territory.

The provision of this section shall be incorporated in any subcontract of \$10,000 or more.

32. Audit Liabilities

In addition to, and not in any way in limitation of the obligation of the Contract, it is understood and agreed by the Vendor that the Vendor shall be held liable for any Territory or federal audit exceptions arising from the fault or negligence of the Vendor, provided that the Vendor is given the opportunity to cure the cause of the exceptions. If such exceptions are not cured pursuant to the terms of the Contract, the Vendor shall return to the Territory all payments made under the Contract to which exception has been taken or which has been disallowed because of such an exception.

33. Taxes

The Territory is not required to pay taxes of any nature, however if Vendor is required to pay sales, use, value-added, or other federal, Territory, or local taxes based on the licenses or services provided in this Contract, except taxes based on Vendor's income or property tax for software, then such taxes shall be billed to and paid by the Territory upon evidence of payment by Vendor.

To support the Internal Revenue Service Information reporting requirements, the EBT Contractor must ensure they are in compliance with the Department of Treasury – Internal Revenue Service reporting outlined in 26 CFR Parts 1, 31 and 301. The final regulation implemented section 6050W and related statutory changes enacted by the Housing Assistance Tax Act of 2008 that require payment settlement organizations to report payments settled for credit, debit and EBT cards each calendar year. The EBT Contractor must create and distribute IRS-1099 forms to EBT-only retailers and third party processors (TPP) that perform more than 200 transactions totaling \$20,000 or more during any calendar year. These requirements apply to both cash and SNAP transactions. However, cash withdrawals via ATM and POS are exempt from the requirements. This requirement must be performed at no additional cost to either the merchant community and/or their processors or to the State.”

34. Severability

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the Terms and Conditions of this Contract are declared severable.

35. Lobbying Certification

Section 1352 of Title 31 of the U.S. Code requires that funds appropriated to a federal agency be subject to a requirement that any federal Vendor or grantee (such as the Territory) must be required to certify that no federal funds will be used to lobby or influence a federal officer or member of Congress. The certification the Territory has been required to sign provides that the language of this certification (shall) be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and Contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall verify and disclose accordingly. The certification also requires the completion of federal lobbying reports and the imposition of a civil penalty of \$10,000 to \$100,000 for failing to make a required report. As a sub-recipient, the Vendor understands and agrees to the federal requirements for certification and disclosure.

36. Cure of Defaults

If, in the reasonable judgment of the Territory, a default by the Vendor is not so substantial as to require termination, reasonable efforts to induce the Vendor to cure the default are unavailing, and the default is

capable of being cured by the Territory or by another Vendor without unduly interfering with continued performance by the Vendor, the Territory may provide or procure the services reasonably necessary to cure the default, in which event the Vendor shall reimburse the Territory for the reasonable cost of the re-procurement as well as the services being re-procured.

37. Offer of Gratuities or Kickbacks

It is a breach of ethical standards for a payment, gratuity, or offer of employment to be made by or on behalf of a Contractor or subcontractor. The Territory may terminate any Contract if it is determined that gratuities of any kind were offered/received by any officials, employees, or agents of the Virgin Islands.

38. Non-Disclosure/Freedom of Information

While this Agreement is in effect and thereafter, Government will, to the extent allowable by law, protect and keep confidential the contents of the proprietary information, software and documentation which are marked confidential or proprietary to the Contractor. Government shall employ the same or similar precautions used for its own confidential information. Government will keep in confidence and protect Proprietary information from disclosure to third parties and restrict its use as provided in this Agreement. All materials containing proprietary information will be marked with "Proprietary," be copied, in whole or in part, except when essential for correcting, generating or modifying Proprietary information for Government's authorized use.

Both Government and Contractor recognize that information provided by Contractor to Government may be subject to public disclosure under the Virgin Islands Freedom of Information Law (hereinafter referred to as "FOIL"). With respect to information which is identified as trade secret, proprietary or which might compromise the competitive position of a vendor which may be exempt from disclosure under FOIL, Government shall make a good faith determination of FOIL's applicability to the information provided by Contractor and if Government is compelled to provide such information, Government shall provide Contractor with notice of its intent to disclose such information. Unless circumstances beyond the control of Government require an earlier time of disclosure, the Department shall make reasonable efforts to provide Contractor with ten (10) working days' notice in accordance with the Notification provisions (Article 19) of this Agreement. Contractor, in its discretion, may avail itself to any and all remedies at law and equity to prevent such disclosure.

Appendix C: DHS Organization

DHS Office locations

St. Thomas Office

Department of Human Services
Division of Family Assistance
1303 Hospital Ground, Suite 1
St. Thomas, VI 00802

Number of staff: 46 (approximately)

Hours of operation: 8am – 5pm

Christiansted Office

Department of Human Services
Division of Family Assistance
3011 Golden Rock
Christiansted, St. Croix, VI 00802

Number of staff: 40 (approximately)

Hours of operation: 8am – 5pm

Frederiksted Office

Department of Human Services
Division of Family Assistance
#2B Mars Hill, Frederiksted
St. Croix, VI 00841

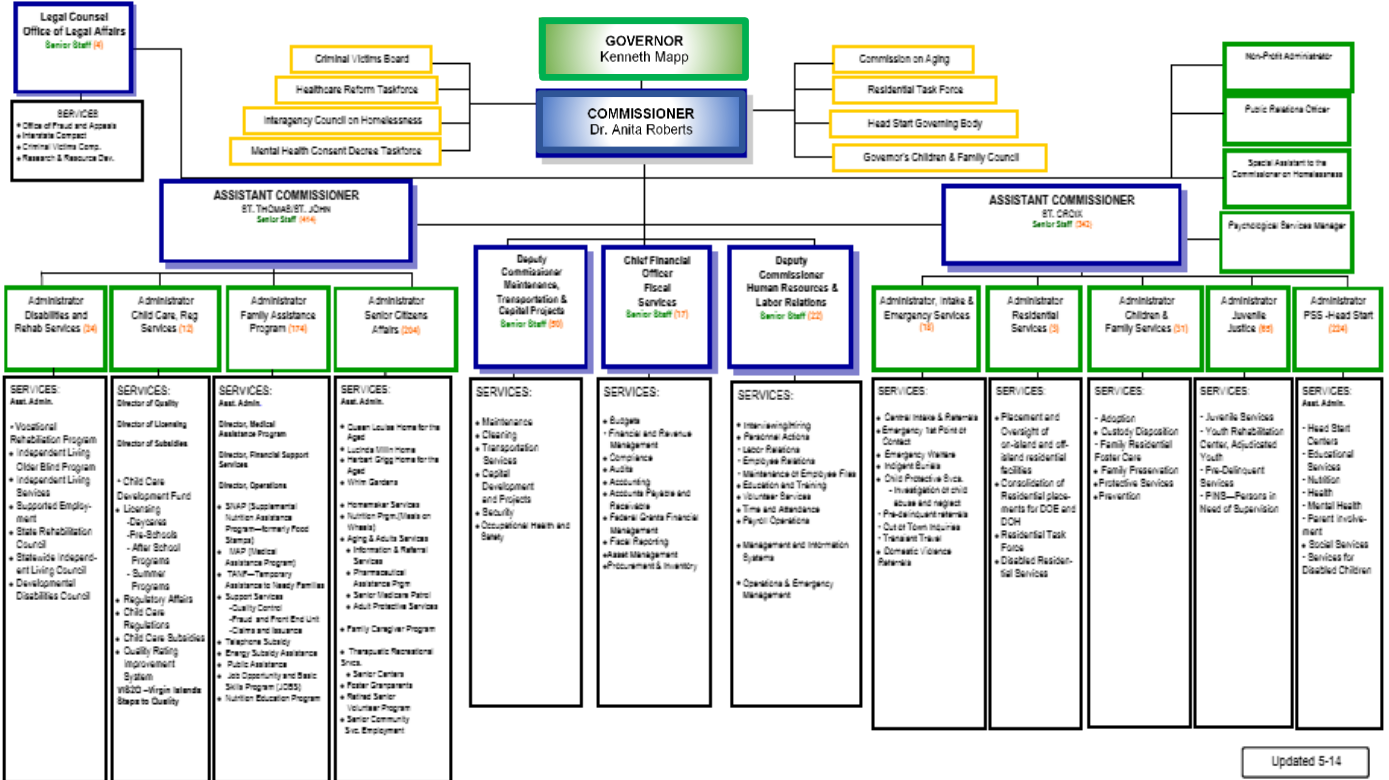
Number of staff: 21 (approximately)

Hours of operation: 8am – 5pm

Territory/Department Organizational Chart



Department of Human Services Organizational Structure – FY '15



Updated 5-14

Appendix D: Current Environment

Eligibility System: CARIBS

The Virgin Islands' eligibility system, Client Application, Registration and Issuance of Benefits System (CARIBS), was implemented territory-wide in December 1998. In 2000, the Virgin Islands Contracted with Programming Solutions Inc. (PSI) to perform maintenance, enhancement, and operations of CARIBS.

CARIBS, which is a conceptual transfer of the Minnesota eligibility system, operates in the Department of Human Services, and at three local offices, one co-located with the central DHS office in St. Thomas, and two local offices in Christiansted and Frederiksted on the island of St. Croix. CARIBS is a large-scale, fully distributed, client/server, interactive eligibility determination and benefit issuance system that provides automated program support at the Territory and local office level. CARIBS automates client registration, application entry, eligibility determination, benefit calculation, and benefit issuance for the Territory's cash and SNAP programs. These programs include Temporary Assistance for Needy Families (Title IV-A TANF), Adult Cash Programs, and the SNAP.

CARIBS accommodates three DHS processing sites, or districts, on two islands of the Virgin Islands. One district office is located on the island of St. Thomas. This office serves the clientele of the islands of St. Thomas and St. John. The other two district offices each serve the clientele located within the cities of Christiansted and Frederiksted. Both of these cities are located on the island of St. Croix. The St. Thomas location houses the Department's information technology staff.

The following are some of the features and benefits that the CARIBS system provides for DHS and its clients:

- 1) Provide information on client eligibility status for all programs;
- 2) Prevent possible duplicate assistance or pending action in other districts;
- 3) Track outstanding overpayments;
- 4) Provide verification alerts to enable workers to collect accurate client information at intake;
- 5) Provide on-screen fast help for definitions and coding;
- 6) Supply an on-line policy manual;
- 7) Perform eligibility determinations and benefit calculations, including automatic inclusion of grant amounts into SNAP budgets;
- 8) Provide clients with standardized eligibility determination territory-wide;
- 9) Create and issue notices to clients about benefits, adverse actions, requests for information, and more;
- 10) Interface with the Departments of Health, Paternity and the Internal Revenue Bureau.
- 11) Maintain documentation for immediate on-line reference to reduce paperwork;
- 12) Track case circumstances and alert workers when changes are needed;
- 13) Provide on-line to-do reports, case status reports, and a variety of supervisory reports;
- 14) Extract mandated statistical reports from the CARIBS databases; and
- 15) Process IEVS on-line.

CARIBS interface with the EBT processor

CARIBS interfaces with the current EBT Processor via 2 types of files: 1) A demographic file that contains information about the client, such as case number, SSN, name, address, date of birth and phone. 2) A benefit file that contains the case number, issuance amount, availability date, authorization number and benefit period. These files are sent to the EBT Processor using the Connect Direct transmission software. One demographic file is sent for the entire territory and 3 benefit files are sent for each district

office (St Thomas, Christiansted, and Frederiksted). The 2 file types are sent twice per day (3 PM and 6 PM). CARIBS also processes return files from the EBT Processor. If an error is encountered when the EBT Processor processes a demographic or benefit file, it is returned as an error on a return file. The CARIBS return file processes produce reports of these errors.

Telecommunications

CARIBS is a fully distributed system with both the CARIBS application and the district’s client database residing on the individual district RISC 6000. The CARIBS system was designed to limit reliance on inter-district communication because of concerns over telecommunication reliability within the Territory. The DHS has a VPN network which connects each office using DSL lines and Sonic Wall VPN devices. Any workstation can connect to any of the RISC computers, assuming the user has the proper security authorization. Telecommunication between the district offices is performed for the following batch functions:

- **Nightly.** The St. Thomas machine executes a batch job at 6:05 pm to distribute system updates such as program changes, script changes, and database changes to Frederiksted and Christiansted. The St. Thomas computer obtains selected transaction data, such as issuance
- and quality control transactions, from Frederiksted and Christiansted to facilitate territory-wide reporting.
- **Daily.** Each district maintains a Person Master Index (PMI) that contains all the clients known to the Territory. The district workers update each district PMI for additions, changes, deletions, and transfers. Daily at 7:00 am, a batch job is initiated to update each district’s PMI for changes made by the other districts.

Communication within the local area network for each district is accomplished using SAG Entire Connection for terminal emulation to the district host. The only variation between desktop machines is the method used to connect to the host, which can be either serial or TCP/IP.

RISC 6000 Configuration

The following table provides the hardware and software configuration for each of the RISC 6000 computers.

| RISC 6000 Configuration | | | |
|--------------------------------|-----------|--------------|---------------|
| Description | St Thomas | Frederiksted | Christiansted |
| Model | Power 710 | Power 710 | Power 710 |
| Main Memory | 3632 MB | 3632 MB | 3632 MB |
| Virtual Memory | 1280 MB | 1280 MB | 1280 MB |
| Operating System | AIX 7.1 | AIX 7.1 | AIX 7.1 |
| Available Disk Space | 146 GB | 146 GB | 146 GB |
| Free Disk Space | 50 GB | 70 GB | 54 GB |
| ADABAS 6.3.0 (patch level 3) | X | X | X |
| NATURAL 6.3.1 (patch level 2) | X | X | X |
| ENTIRE Network 7.4.1 | X | X | X |
| Predict 4.6.1 | X | | |

DHS is in the process of adding an additional 9 gigabytes of disk space. The following table summarizes the hardware that is in place at each district office:

| Computer Hardware | St Thomas | Frederiksted | Christiansted |
|--|------------------|---------------------|----------------------|
| RISC 6000 | 2 | 1 | 1 |
| User Terminals (primarily Dell 33 MHz) | 42 | 27 | 36 |
| HP/Lexmark laser printers | 2 | 1 | 1 |

Batch Cycle Processing

The CARIBS application is primarily an on-line system. However, as with all major systems there are batch processes that **must** run each night. CARIBS runs the following cycles on a routinely scheduled basis:

- **Backup.** Each night a full backup of the client databases to tape is performed at each District site. In addition, a full system backup of all system files is performed at the St. Thomas site.
- **Batch Cycle 1 (Daily).** Batch Cycle 1 performs the routine batch processes including: printing claim letters, caseload transfers, case management batch functions, extract and print of daily reports, nightly interface processing, printing of notices and cash supplemental issuance report.
- **Batch Cycle 2 (Weekly).** Batch cycle 2 has been combined with Batch cycle 1.
- **Batch Cycle 3 (1st of the month).** This batch cycle produces the claims and quality control reports and recertification letters.
- **Batch Cycle 4 (2nd of the month).** This batch cycle produces claim recoupment reports, and the monthly FNS reports. It also produces the expedited SNAP report, and the issuance report.
- **Batch Cycle 5 (15th of the month).** This cycle produces the re-certification notices, auto close notices and the SNAP report 388A.
- **Batch Cycle 6 (Pre month end).** This batch cycle produces the auto-close forms for re-certifications, auto-close stop payments, the finance interface file, billing statements from claims, regular benefits for CASH recipients and the child support interface. This cycle also results in cases being propagated for the upcoming month.
- **Batch Cycle 7 (Last day of the Month).** This cycle produces the SNAP issuance, worker alerts, the Quality Control extract, case management reports, and monthly activity reports.
- **Batch Cycle 8 (End of Quarter).** This cycle produces quarterly statistical reports.

The batch window for processing the scheduled batch cycles varies from twenty minutes to approximately 1.5 hours depending upon the combination of cycles being run.

The CARIBS Application Software

The CARIBS application is written in NATURAL using the ADABAS database.

The following program and lines of code statistics for the CARIBS application were obtained from the Year 2000 renovation project using the SAGA Insight 2000 Tool Kit:

| Type of Object | Object | Lines of Code |
|-----------------------|---------------|----------------------|
| DDM | 441 | 26,203 |
| Copy code | 206 | 8,606 |
| GDA | 35 | 9,321 |
| Help Routine | 29 | 5,561 |

| Type of Object | Object | Lines of Code |
|----------------|--------|---------------|
| LDA | 1,000 | 189,549 |
| MAP/FORM | 693 | 121,054 |
| PDA | 199 | 18,578 |
| Program | 1,324 | 449,670 |
| Subprogram | 810 | 174,406 |
| Subroutine | 70 | 24,841 |
| Text | 26 | 929 |
| Total | 4,835 | 1,028,718 |

The CARIBS application supports the following staff:

| Staff Classification | St. Thomas | Christiansted | Frederiksted | Total |
|---------------------------|------------|---------------|--------------|-------|
| Management | 5 | 0 | 1 | 6 |
| Certification Supervisors | 3 | 2 | 2 | 7 |
| Certification Workers | 8 | 7 | 8 | 23 |
| Clerical | 6 | 1 | 3 | 10 |
| Front-end Review | 3 | 2 | 2 | 7 |
| Issuance | 3 | 3 | 3 | 9 |
| Claims | 3 | 2 | 2 | 7 |
| Quality Control | 5 | 8 | 0 | 13 |
| Fraud Staff | 1 | 2 | 0 | 3 |
| JOBS Staff | 5 | 9 | 0 | 14 |
| Management Evaluation | 1 | 1 | 0 | 2 |
| MIS Staff | 5 | 1 | 0 | 6 |
| Total | 46 | 40 | 21 | 107 |

Appendix E: Retailer Data

Number of Retailers by Type

The following table provides the number of retailers currently authorized by FNS to accept SNAP benefits. The data in this table is current as of October 28, 2016.

| RETAILER TYPE | TOTAL NUMBER | NUMBER EXEMPT |
|--------------------------------------|-------------------------|------------------------------|
| Alcohol Treatment and Rehabilitation | 1 | 1 St. Croix |
| Bakery Specialty | 4 | |
| Combination Grocery/Other | 11 | |
| Convenience Store | 28 | |
| Direct Marketing Farmer | 6 | 2 St. Thomas/ 4 St. Croix |
| Large Grocery Store | 3 | |
| Meat/Poultry Specialty | 2 | |
| Medium Grocery Store | 7 | |
| Non-profit Food Buying Co-op | 1 | 1 St. Thomas |
| Seafood Specialty | 1 | |
| Small Grocery Store | 12 | |
| Super Store | 13 | |
| Supermarket | 3 | |
| | | |
| Total | 92 | 8 |

Appendix F: FY 2014 Program Statistics Acronyms

| ACRONYM | EXPLANATION |
|----------------|----------------------|
| STT | St. Thomas |
| STX | St. Croix |
| STJ | St. John |
| C'STED | Christiansted |
| F'STED | Frederiksted |