Response to: Request for Proposal 22-69735

Operational Verification & Validation Services

Presented to:

State of Indiana

The Indiana Family and Social Services Administration (FSSA), Division of Family Resources (DFR)

Submitted by:

First Data Government Solutions, LP (FDGS)

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February 14, 2022

**BUSINESS PROPOSAL**

Title Page

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| --- | --- |
| Business Proposal | |
| RFP Subject | Operational Verification & Validation Services for the  State of Indiana  Indiana Family and Social Services Administration (FSSA), Division of Family Resources (DFR) |
| Event ID | Request for Proposal 22-69735 |
| Vendor Name | First Data Government Solutions, LP |
| Business Address | 255 Fiserv Drive Brookfield, WI 53045 |
| Tax ID (EIN) | 58-2582959 |
| Opening Date | February 14, 2022 |
| Opening Time | 3:00 p.m. ET |

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# Business Proposal

## General (2.3.1)

First Data Government Solutions, LP (FDGS) is pleased to submit our business proposal for the Indiana Family and Social Services Administration (FSSA), Division of Family Resources (DFR) Operational Verification and Validation (OV&V) Project. We have had a successful relationship with FSSA and DFR for more than 14 years. We are proud of the current trusted partnership we have with DFR. Our OV&V experience in Indiana and more specifically with DFR, as well as the locally based team we propose for the OV&V Project, makes FDGS the best choice as the OV&V Project continues.

## Respondent’s Company Structure (2.3.2)

Fiserv, Inc. is incorporated in the state of Wisconsin. Fiserv helps federal, state and local agencies deliver the same high levels of service as the private industry, while ensuring security and controlling costs. For more than 25 years, we have helped governments plan, procure, and manage IT projects that support health care, human services, tax, transportation, labor, education, criminal justice and public safety. Whether it is making payment such as benefits and payroll or receiving payment for taxes, licenses and other government services, Fiserv handles all your payment processing needs with safe, secure and reliable solutions.

First Data Government Solutions, LP (FDGS) is a wholly owned limited partnership of Fiserv, Inc. First Data Government Solutions, LP was formed in the State of Delaware. A copy of the certificate of authority is included here:



Figure : First Data Government Solutions, LP Certification of Authority



Figure : Amendment to Certificate of Limited Partnership

When First Data Corp. and Fiserv Inc., merged in July 2019. First Data Government Solutions, LP was included in that merger.

As First Data Government Solutions, LP (hereafter “FDGS”) is now part of Fiserv, Inc., the following organization chart shows the structure of this relationship and its reporting hierarchy.



Figure : Organization Chart

## Respondent’s Diversity, Equity and Inclusion Information (2.3.3)

An inclusive culture drives innovation and helps us meet client needs. Diversity provides wonderful chemistry where we all grow together, empowering our associates to be @ their best every day.

Table

Description automatically generated with medium confidenceAt Fiserv, we stand for diversity and inclusion. We choose to be led by our Values and to create a diverse, respectful and inclusive workplace. We denounce, and will not tolerate, any form of discrimination or racism. We are a globally connected team of more than 40,000 people that celebrates originality and values diversity of backgrounds, cultures and ethnicities. We are unified by our shared experiences and know that our differences make us stronger. We know that our culture of respect and sense of optimism for a brighter future ahead will have a positive impact on others. Our Office of Corporate Citizenship ensures that Fiserv operates in a way that enhances the associate experience and the communities in which we live and work. Our Employee Resource Groups (ERGs) provide a forum for associates to connect and support each other and our communities, while elevating their professional development. Today, our Employee Resource Groups (ERGs) include 6,700 members across 33 offices in 10 different countries. ERGs carry one of eight different types of focus with the goal of improving access to employment, experience, and entrepreneurship.

Fiserv, the parent organization is led by 11 board members. They include three female members, one Latino member, and one Black/African American member. The following image from our 2020 Equal Employment Opportunity Report illustrates the demographic composition of the Fiserv Executive staff.

Figure : Demographic Composition of Fiserv Executives

## Company Financial Information (2.3.4)

We have attached the two most recent 10-K filings for Fiserv, Inc. Please see attached. Subsidiaries of Fiserv, Inc. (including First Data Government Solutions, LP) are listed under Exhibit 21.1 (see page 195).

## Integrity of Company Structure and Financial Reporting (2.3.5)

We have provided financial statements in Appendix 1. Fiserv Chief Executive Officer, Frank Bisignano, has provided his certification of these financial statements as part of Exhibit 31.1. The Chief Financial Officer, Robert W. Hau, has also provided his certification of the financial statements as part of Exhibit 31.2.

Fiserv utilizes the accounting and auditing services of Ernst and Young. Ernst and Young operates as an independent organization, providing auditing duties that are separate from our corporate boards and board members. The use of Ernst and Young confirms and supports the integrity of our board and its members.

## Contract Terms/Clauses (2.3.6)

|  |  |  |
| --- | --- | --- |
| **Contract Term**  **Identifier and Header** | **Suggested Language Change** | **Rationale for suggested change** |
| 4. Access to Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested. 7. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, et seq., and audit guidelines specified by the State.  The State considers the Contractor to be a “Contractor” under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the Contractor is a “subrecipient” and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 et seq. | " The Contractor agrees to permit on-site audits by officials of the Department and its designee. On-site audits shall: a) take place no more than once per calendar year, b) require 60 days' prior notice or a date agreeable to both parties, c) take place during normal business hours, d) allow documents pertaining to audit and BCP to be reviewed on site, however no cameras or note taking equipment is allowed, e)prohibit scans of systems f) allow the State or its mutually agreed upon auditors to conduct inquiry and limited observation based testing; however, effectiveness testing is not allowed. " | To protect the confidentiality of FDGS' other customers' confidential information, FDGS respectively request the IN DFR to agree to incorporating this parameter around the IN DFR's audit right and requirements in the definitive agreement entered into by the parties: |
| 5. Assignment; Successors.  B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State’s prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor’s legal name or legal status so that the changes may be documented and payments to the successor entity may be made. | "However, Contractor may assign its interest in this Agreement without prior written consent of the Department to any successor, subsidiary, parent, or affiliate of Contractor, or pursuant to any merger, sale, consolidation or other internal reorganization of Contractor upon prior written notice to the Department. In the event that the Department does not approve of such assignment, it may exercise its right to terminate for convenience." | If awarded the Project by the IN DFR, FDGS requests in good faith the ability to address its concerns with the IN DFR's current assignment requirements and asks that the IN DFR consider incorporating these carveouts into the awarded Contract: |
| 24. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney’s fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor. | "51. Limitation of Liability; Disclaimer of Warranties  A. Contractor’s cumulative liability to the State for any loss or damage, from any cause whatsoever, will be limited to the amount of the fees paid to Contractor for services performed under the Contract.  B. Contractor will not be liable to the State under any theory for special, indirect, incidental, consequential (including lost profits), exemplary or punitive damages; regardless of whether such damages were foreseeable or Contractor was advised of the possibility of such damages.  C. EXCEPT AS SPECIFICALLY SET FORTH IN THIS CONTRACT, CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WHICH RELATE TO THE SERVICES PROVIDED UNDER THIS CONTRACT. FURTHER, CONTRACTOR DOES NOT WARRANT THAT THE STATE’S USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THIS CONTRACT IS A SERVICE CONTRACT. ANY EQUIPMENT PROVIDED TO THE STATE UNDER THIS CONTRACT IS INCIDENTAL TO THE SERVICES PROVIDED, AND THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE DO NOT APPLY TO THIS CONTRACT." | FDGS accepts the IN DFR's Contractor indemnification requirements without any exceptions. However, to clarify the awarded Contractor's liability under the Contract, we request in good faith that the IN DFR considers incorporating this Limitation of Liability and Disclaimer of Warranties language that exists in IN DFR's preexisting service provider agreement into the awarded Contract. |
| 36. Ownership of Documents and Materials.  A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the “Materials”) not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered “work for hire” and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials. | "52. Contractor’s Intellectual Property  All of Contractor’s pre-existing intellectual property, templates, methodologies and processes or  intellectual property, methodologies and processes developed independently of this Contract are  and shall remain the sole and exclusive property of Contractor." | If awarded the Project by the IN DFR, FDGS requests the ability to address its concerns with respect to the protection of FDGS' preexisting Intellectual Property rights in any Material or deliverables provided by FDGS to the IN DFR under the Contract. We ask the IN DFR to consider incorporating language substantially similar to the terms that exist in the IN DFR's current service provider agreement for the Services: |

## References (2.3.7)

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| **Customer 1** |  |
| Legal Name of Company or Governmental Entity | Connecticut Department of Social Services (CT DSS) |
| Company Mailing Address | 55 Farmington Ave |
| Company City, State, Zip | Hartford, CT 06105 |
| Company Website Address | <https://portal.ct.gov/dss> |
| Contact Person | Sharon Condel |
| Contact Title | Director, Business Systems |
| Company Telephone Number | 860-424-5675 |
| Company Fax Number | N/A |
| Contact E-mail | [Sharon.Condel@ct.gov](mailto:Sharon.Condel@ct.gov) |
| Industry of Company | Government – Health and Human Services |
| **Customer 2** |  |
| Legal Name of Company or Governmental Entity | CalSAWS |
| Company Mailing Address | 11290 Pyrites Way #150 |
| Company City, State, Zip | Gold River, CA 95670 |
| Company Website Address | [www.calsaws.org](http://www.calsaws.org) |
| Contact Person | Holly Murphy |
| Contact Title | PMO Director |
| Company Telephone Number | 916-846-7428 |
| Company Fax Number | N/A |
| Contact E-mail | [MurphyH@calsaws.org](mailto:MurphyH@calsaws.org) |
| Industry of Company | Statewide Automated Welfare System |
| **Customer 3** |  |
| Legal Name of Company or Governmental Entity | Nebraska Department of Health and Human Services |
| Company Mailing Address | 301 Centennial Mall South |
| Company City, State, Zip | Lincoln, NE 68509 |
| Company Website Address | [DHHS.ne.gov](https://urldefense.com/v3/__http:/dhhs.ne.gov/Pages/default.aspx__;!!P9vvK-4S!yFRI5jHFOtCSEN1oBNxC6emkiru53tSd6yL8cXdl-M6izQf_pscHnD8PyDMO_TcYPbqC$) |
| Contact Person | Todd Baustert |
| Contact Title | Deputy Director, Project and Performance Management Medicaid & Long-term Care |
| Company Telephone Number | 402-890-8939 (cell) |
| Company Fax Number | N/A |
| Contact E-mail | Todd.Baustert@nebraska.gov |
| Industry of Company | Government – Health and Human Services |

## Registration to do Business (2.3.8)

First Data Government Solutions, LP is registered to do business with the Indiana Secretary of State.

First Data Government Solutions, LP is registered with the Indiana Department of Administration.

## Authorizing Document (2.3.9)

Shane McCullough has signed the proposal transmittal letter. He is legally authorized by FDGS to commit our organization contractually. Text, letter

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Figure 5: Proof of Authority to Sign

## Diversity Subcontractor Agreements (2.3.10)

Fiserv utilizes third party service providers to support and facility our business and operational activities and to achieve strategic goals, such as compliance with Indiana’s diversity guidelines. Fiserv employs a Third Party Risk Management (TPRM) Program that sets forth guiding principles, standards, and associated governance structures for effectively identifying, assessing, monitoring and mitigating risks associated with the u​​​se of third party service providers.

Due to the experienced and qualified staff provided by our current MBE, WBE and IVOSB partners, FDGS will continue to utilize our current partners. Our partners include:

* eSense Incorporated - MBE
* Hypesmith, Inc. - WBE
* M.R.C. Inc. - IVOSB

## Evidence of Financial Responsibility (2.3.11)

N/A Removed at request of the agency.

## General Information (2.3.12)

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| --- | --- |
| **Business Information** |  |
| Legal Name of Company | First Data Government Solutions, LP |
| Contact Name | Ryan Kelsey |
| Contact Title | Account Executive |
| Contact E-mail Address | ryan.kelsey@fiserv.com |
| Company Mailing Address | 255 Fiserv Drive |
| Company City, State, Zip | Brookfield, WI 53045 |
| Company Telephone Number | (312) 907-4823 |
| Company Fax Number | N/A |
| Company Website Address | www.fiserv.com |
| Federal Tax Identification Number (FTIN) | 58-2582959 |
| Number of Employees (company) | 346 |
| Years of Experience | 30+ |
| Number of U.S. Offices | 0 |
| Year Indiana Office Established (if applicable) | N/A |
| Parent Company (if applicable) | Fiserv, Inc. |
| Revenues ($MM, previous year) | 14.9B |
| Revenues ($MM, 2 years prior) | 10.2B |
| % Of Revenue from Indiana customers | 32% (As FDGS, LP) |

### 1.12.a (2.3.12.a)

FDGS currently utilizes state equipment and systems for work performed for the State of Indiana, and therefore, follows the state disaster recovery plan.

### 1.12.b (2.3.12.b)

All documents and data developed and utilized for this project are saved to the State Microsoft Office 365 tools, such as OneDrive or SharePoint. FDGS does not maintain any state data within our company systems.

## Experience Serving State Governments (2.3.13)

The FDGS government consulting practice is structured to support the delivery of our projects and to enhance our practices and methodologies. While we have an operational team including managers and consultants dedicated to delivering excellence on our contracted projects, we also have an operational team dedicated to FDGS government consulting excellence. This entails having a FDGS Center of Excellence and Innovation (CoE&I) for consulting services along with industry specialists focused on program specialties. We have a V&V Consulting Community that specializes in growing our expertise related to the verification and validation of government systems design, development and implementation and operational services. Our communities are guided by our Practice Guides, which are our prescribed methods for conducting services. Our consultants use these resources to tailor every solution to the specific needs of the projects they support and can leverage our extensive repository of templates, deliverables, work products from past projects to enhance future projects. This has led to a solid foundation of dynamic tools and methodologies that are aligned to industry standards but are flexible enough to apply across multiple programs.

Table A.1 in the Technical Proposal demonstrates the deep project experience we have with state government agencies.

## Experience Serving Similar Clients (2.3.14)

Table A.1 in the Technical Proposal demonstrates the deep project experience we have with state government agencies. We highlight the following projects:

* **Arkansas Eligibility IV&V Project** - monitored and assessed the Software Development Lifecycle and the products that defined the Eligibility and Enrollment Framework Project to make sure it fulfilled Federal and State project requirements.
* **California CalWIN Project** – served as the planning consultant for the initial WCDS Statewide Automated Welfare System. We performed requirements analysis, provided contracting support, developed the implementation RFP and assisted in contract negotiations. FDGS currently performs quality assurance services during the maintenance and operations phase, including the analysis of the potential ACA impacts.
* **Connecticut Modernization Consulting Services** - provided strategic planning and procurement services for the eligibility modernization project. We are currently providing quality assurance services through the implementation phase.
* **Idaho Health Benefit Exchange IV&V Project** - supported IV&V services during the design, development and implementation phases of the HIX system, as the State migrated from the federal based exchange to a state-based marketplace.
* **Nebraska Eligibility and Enrollment Solution IV&V Project** - responsible for IV&V services associated with the implementation of a new eligibility and enrollment solution.

## Payment (2.3.15)

We agree to accept payment by credit card as an optional form of payment. As the State is already aware, we provide a website at the bottom of our invoices to allow payment to be made electronically/online. We will continue this policy with invoices submitted to the State for payment.

## Extending Pricing to Other Governmental Bodies (2.3.16)

FDGS will extend our pricing to other agencies.