



REQUEST FOR PROPOSAL

RFP WIC 16-02

PROJECT TITLE: eWIC QA Contractor

PROPOSAL DUE DATE: July 29, 2016 3:00 P.M. MOUNTAIN STANDARD (ARIZONA) TIME

EXPECTED PERIOD OF CONTRACT: Tentatively August 22, 2016 through June 30, 2018

At its sole discretion, ITCA may renew any contract awarded as a result of this RFP for two (2) additional years in whatever time increments ITCA deems necessary.

MINIMUM REQUIREMENTS FOR BIDDING: This procurement is open to those organizations that satisfy the following minimum requirements stated herein and who are available for work and licensed to do business in Arizona:

A. Mandatory Experience

The Bidder must be a consulting firm or individual with proven consultant breadth and depth in performing and/or overseeing:

- Quality Assurance
- User Acceptance Testing
- eWIC or EBT implementation
- Project Management
- Stakeholder communications (verbal and written)
- Document review

The Bidder must also have:

- Ability to communicate in an open and friendly manner with customers
- Knowledge of EBT technologies and capabilities

B. Minimum Qualifications.

Pass/ Fail. Bidders must meet the following minimum standards to be considered for further evaluation:

1. The key staff person for the bidder must have at least five (5) years of Quality Assurance experience for projects of similar size and scope.
2. At least three (3) years of WIC-related experience within the last five (5) years and Quality Assurance experience of at least one (1) year. EBT project implementation is strongly preferred for the key staff person for the bidder.

Bidders, who do not meet and demonstrate these minimum qualifications will be rejected as non-responsive and will not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated or scored.

SCHEDULE: ITCA reserves the right to adjust this schedule as it deems necessary, at its sole discretion.

RFP Release Date	May 20, 2016
Questions Due from Bidders	June 24, 2016
ITCA Response to Questions	June 30, 2016
Proposal & References Due	July 29, 2016
Projected Date for Announcement of Apparently Successful Bidder	August 15, 2016
Projected Contract Start Date	August 22, 2016

Upon release of this RFP, all communications in regard to this RFP shall be directed, **in writing**, to the RFP Coordinator named below or their designee.

Verna Monenerkit, Office Manager

Verna.monenerkit@itcaonline.com

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DEFINITIONS

For the purposes of this solicitation the following definitions include and have the meanings indicated below:

Apparently Successful Bidder: The Bidder selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract

Bidder: Individual, company, or firm submitting a proposal in order to attain a contract with ITCA.

Business Day: Days of the week excluding weekends and holidays for ITCA, Kansas and/or New Hampshire; namely, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Labor Day, Independence Day, American Indian Day (4th Friday of September, ITCA only), Veterans' Day, Thanksgiving day, the day after Thanksgiving day, and Christmas.

Contractor: Individual or company whose proposal has been accepted by the Agency and is awarded a fully executed, written contract.

Coordinator: "The RFP coordinator" is the contact person at the agency with whom all communication takes place.

Data Universal Numbering System (DUNS) numbers: A unique nine-digit sequence of numbers issued by Dun & Bradstreet to a business entity. Any organization that has a Federal contract or grant must have a DUNS Number

Day: A calendar day, unless specifically stated otherwise.

Electronic Benefits Transfer (EBT): An electronic system that allows state governments to provide financial and material benefits to authorized recipients via a plastic debit-type or Smart card.

eWIC: Use of electronic benefit transfer in WIC; interchangeable with EBT

Firm, Fixed Price: A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction, and any other costs. No additional fees or costs shall be paid by ITCA unless there is a change in the scope of work.

Food Instrument (FI): A negotiable financial instrument by which WIC benefits are provided to participants. Food instruments are also referred to as "checks" or "vouchers".

Food and Nutrition Service (FNS): Administers the nutrition assistance programs of the U.S. Department of Agriculture (USDA)

ITCA: The Inter Tribal Council of Arizona, Inc., the WIC state agency issuing the RFP.

Letter of Submittal: The cover letter submitted with the proposal.

Local Time: Time in the Mountain Time Zone as observed by the State of Arizona.

MIS: A Management Information System is a computer-based system used to record, track and issue WIC benefits to eligible women, infants and children.

MSC: The Multi-State Consortium made up of ITCA, Kansas and New Hampshire WIC programs.

NH: State of New Hampshire.

Normal Business Hours: Normal business hours are Monday through Friday from 8:00 a.m. to 5:00 p.m.

Project Manager (PM): A professional in the field of management that have the responsibility of planning, procurement and execution of a project.

Proposal: A formal offer submitted in response to this solicitation.

Proposal Due Date/Time: Proposals and Letters of Intent are due on the date and at the time specified in the schedule. Any Proposal or Letter of Intent received at any time after the stated date and time (e.g. 3:01p.m.) will be considered late and **will not** be evaluated.

QA Contractor: The Quality Assurance Contractor that will assist the MSC in eWIC implementation.

Request for Proposals (RFP): Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.

Retailer: Authorized WIC grocery store contracted to redeem food instruments in exchange for authorized WIC foods.

Schedule: "Schedule" means the schedule listed in the RFP.

SNAP: Supplemental Nutrition Assistance Program

USDA: United States Department of Agriculture

1 INTRODUCTION

1.1 PURPOSE

The Inter Tribal Council of Arizona, Inc. (ITCA) Special Supplemental Nutrition Program for Women, Infants and Children (WIC) is soliciting proposals from organizations that are interested in performing Quality Assurance (QA) services during the implementation of Electronic Benefits Transfer (EBT or eWIC) for the Multi-State Consortium of ITCA, New Hampshire and Kansas WIC Programs (MSC).

1.2 BACKGROUND

WIC provides nutrition screening and education, referrals to preventive health care programs, breastfeeding education and support, and access to selected foods to supplement the diets of low income, pregnant, lactating and postpartum women, infants and children up to age five who are at nutritional risk. WIC is administered by the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS). FNS provides federal grants to state agencies for food costs and a separate grant for nutrition services and administration costs.

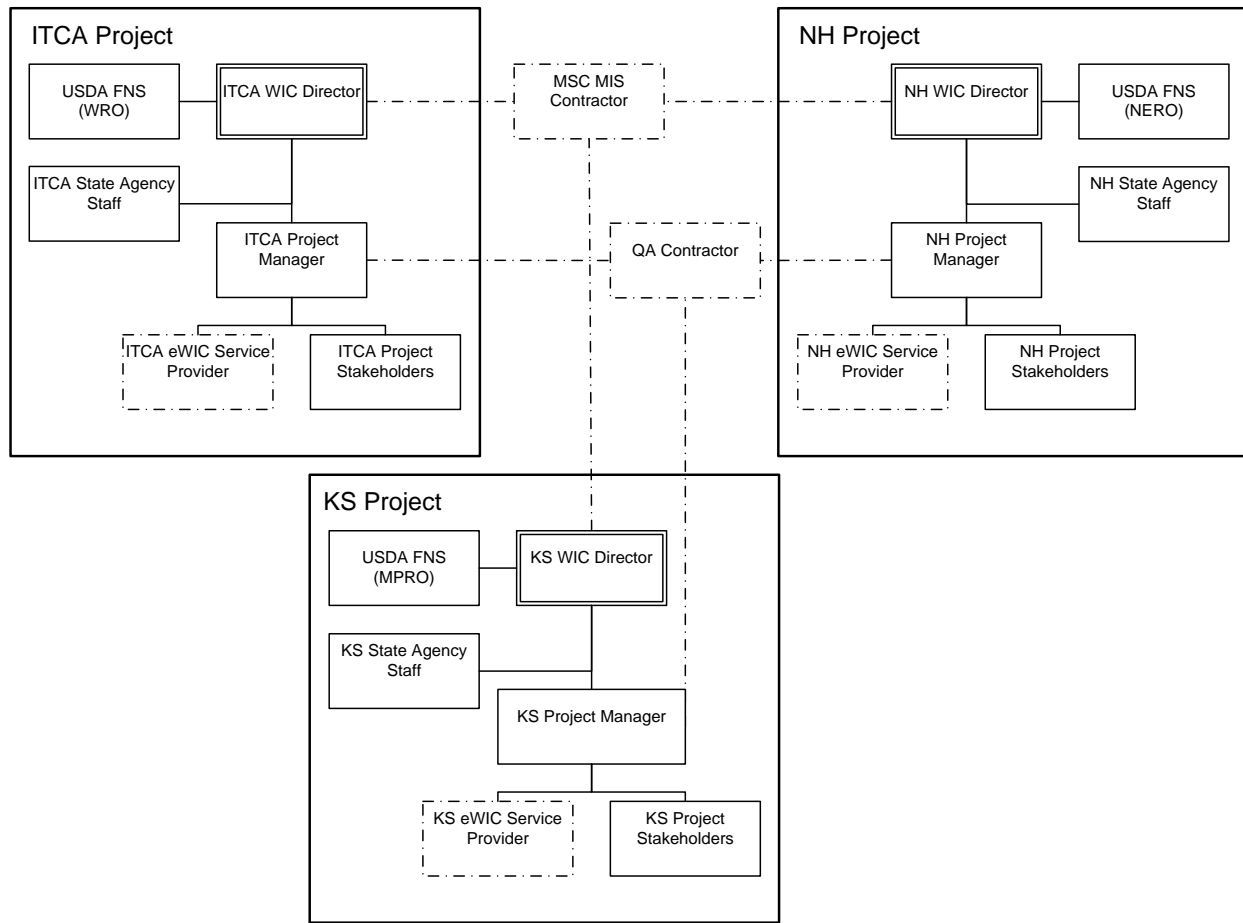
Kansas, New Hampshire and ITCA administer WIC in their respective states and ITCA is the lead state for this project. The three programs combined provide more than \$70 million in food benefits annually to an average of approximately 106,000 clients per month at 238 clinic sites statewide. All WIC benefits are issued via paper food instruments that clients exchange for food at approximately 700 local retailers. The 2010 authorization of the Child Nutrition Act requires all WIC programs to implement EBT by 2020. The MSC uses an extremely robust and highly customized Management Information System (MIS) and the states are planning to implement EBT with this current system and making the needed enhancements for all EBT functionality required by the MSC.

The MSC MIS is an advanced web-based system, which takes advantage of modern technology by using a centralized database, and an intuitive user interface developed in Microsoft Visual Basic.NET with a SQL Server database. Each WIC Program accesses their MIS through a separate URL, the application and database for Kansas and New Hampshire reside on CQuest servers while ITCA maintains their own servers. The MIS allows any authorized WIC Program staff member access from any computer with internet access.

OBJECTIVE

The objective of this RFP is to obtain a single Quality Assurance (QA) Contractor to assist each member of the MSC with implementation of an on-line/outsourced eWIC solution. The QA contractor shall assist in reviewing project plans, deliverables, and processes, providing recommendations and track progress of the implementation of eWIC systems in ITCA, Kansas and New Hampshire. The QA Contractor shall help ensure that the project remains on schedule, within scope and budget.

The eWIC Implementation project structure in each MSC state agency is below. The graphic shows how each state agency will manage their eWIC project, stakeholders and eWIC Service Provider.



Project Team Roles and Responsibilities

Each state will have a designated Project Manager that will work primarily with the QA contractor. The MIS enhancement work for eWIC, including testing, UAT and rollout, will be coordinated by the MSC Project Manager working with the state PM's and the MIS Contractor (CQuest).

Task/Responsibility	Primary for MSC	Secondary (for each Program)
Project Monitoring Plan		
Assessment of State Readiness	QA Contractor	eWIC PM
Documentation Reviews	QA Contractor	eWIC PM
Testing Activities	QA Contractor	MSC PM
Retailer Enablement Oversight	QA Contractor	eWIC PM
Pilot Oversight <ul style="list-style-type: none"> Pilot Readiness Assessment Pilot On-Site Support Pilot Evaluation 	QA Contractor	eWIC PM
Rollout Assessment <ul style="list-style-type: none"> Rollout Plans Rollout Activities 	QA Contractor	eWIC PM
Final Report	QA Contractor	eWIC PM
Additional Efforts (if needed)	QA Contractor	eWIC PM

While the same MIS is used by all MSC members, the procurement of eWIC Processors was handled separately. ITCA, Kansas and New Hampshire WIC Program will procure separate online eWIC processing systems and related services.

- The New Hampshire WIC Program considered one procurement approach and they will proceed with the Northeast Coalition of States and will contract with Xerox.
- The Kansas WIC Program considered two available procurement options during the eWIC Planning project.
 1. Negotiate with the State SNAP EBT contractor (with ITCA or alone)
 2. Join the Western States EBT Alliance (with ITCA or alone)
 - Kansas selected option 1, to negotiate with the State SNAP EBT Contractor alone and is currently in contract negotiations with FIS/CDP.
- The ITCA WIC Program considered two available procurement options during the eWIC Planning project.
 1. Procurement of eWIC services through the Arizona HANDS Consortium
 2. Partner with the Kansas WIC Program
 - ITCA selected option 1, to procure eWIC services through the Arizona HANDS Consortium. Arizona awarded the contract to CDP/FIS and ITCA will begin negotiations as soon as possible.

The eWIC Processor contracts are anticipated to begin at each state between June and August 2016, with design, development, testing, and implementation from contract execution through April 2018. Implementation milestones are expected to be as follows:

- a. User acceptance test: January - February 2017
- b. New Hampshire pilot: June – September 2017
- c. New Hampshire rollout: October 2017 – February 2018
- d. New Hampshire Statewide rollout complete: February 2018
- e. ITCA pilot: July – September 2017
- f. ITCA rollout: October 2017 – April 2018
- g. ITCA Statewide rollout complete: April 2018
- h. Kansas pilot: June – September 2017
- i. Kansas rollout: September 2017 – April 2018 (includes 4 month Holiday Pause)
- j. Kansas Statewide operation: April 2018

Note: The implementation schedule in this RFP are estimated; final schedules will be determined after the contract with the eWIC processing services contractor is finalized.

1.4 FUNDING

It is the intent of the MSC that this RFP act as a true measure of actual costs for accomplishment of the services detailed herein. Therefore, a maximum level of available funding is not being identified at this time.

Any contract(s) awarded as a result of this procurement is contingent upon the availability of funding.

The Cost Proposal is a scored requirement. While cost will be a factor in the evaluation of the proposal and selection of the Apparently Successful Bidder, it will not necessarily be the decisive factor. The evaluation process is designed to award this procurement to the Bidder whose overall proposal meets the requirements of the RFP and the needs of the MSC.

No payments in advance or in anticipation of goods or services to be provided under any resulting contract shall be made. The contractor shall only be compensated for performance delivered and accepted by the MSC.

2 GENERAL INFORMATION FOR BIDDERS

2.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in ITCA for this procurement. Proposals may be delivered by hand or courier service to our physical location.

All communication between the Bidder and ITCA upon receipt of this RFP shall be with the RFP Coordinator or their designee, as follows:

Name	Verna Monenerkit , RFP Coordinator Office Manager
Mailing/Street Address	2214 N. Central Ave. Phoenix, AZ 85004
E-Mail Address	Verna.monenerkit@itcaonline.com

Any other communication will be considered unofficial and non-binding on ITCA. Bidders are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification.

Base your proposal on the material contained in the RFP and any subsequent amendments. Disregard any draft material you may have received and any oral representations by any party.

2.2 BIDDER QUESTIONS & ITCA ANSWERS

1. It is the responsibility of the potential bidders to carefully read, understand, and follow the instructions contained in this solicitation document and all amendments to the solicitation. It is the responsibility of bidders to monitor the ITCA website for any posted amendments.
2. All questions regarding this RFP must be in writing via e-mail and addressed to the RFP Coordinator. ITCA will only answer questions received no later than 3:00 p.m. local time on the date stated in the SCHEDULE. **DO NOT CALL** the RFP Coordinator to ask questions. Questions will not be individually answered prior to the date scheduled for ITCA responses. Questions received after the date and time stated in the schedule will not be accepted.

3. ITCA reserves the right to respond immediately to any questions from bidders which could determine whether that bidder submits a proposal. Those questions and the response will become part of the official questions and answers.
4. Bidders' questions and ITCA's official written answers will be posted on the ITCA website at www.itcaonline.com/wic. Individual notification from the Coordinator will not be sent to Bidders when responses to questions or amendments are available. They will be posted by the date in the schedule and **must be downloaded from the ITCA site**.
5. Bidders are responsible for checking the website for updates and amendments.

2.3 E-MAIL AND INTERNET COMMUNICATION

You may use mail or e-mail communication for any communication required in this RFP EXCEPT your proposal and protest, if any. ITCA may also communicate with you utilizing the same methods. You may **not** send your proposal or protest by facsimile or e-mail communication.

ITCA does not take responsibility for any problems in the facsimile, e-mail, or Internet delivery services, either within or outside ITCA.

2.4 SUBMISSION OF PROPOSALS

The proposal, whether mailed or hand delivered, must arrive at the Agency no later than 3:00 p.m., local time, on the due date. Note that Arizona is on Mountain Standard Time and does not participate in daylight savings time.

The proposal is to be sent to the RFP Coordinator at the address noted in Section 2.1. The envelope should be clearly marked to the attention of the RFP Coordinator and include the RFP number.

Bidders mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Bidders assume the risk for the method of delivery chosen. The ITCA assumes no responsibility for delays caused by **any delivery service**. Proposals may not be transmitted using facsimile transmission.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the ITCA and will not be returned.

2.5 ALTERNATIVE PROPOSALS

Each Bidder may submit only one proposal. If you include alternatives within your proposals, or send multiple proposals, ITCA will reject all of your proposals.

2.6 PUBLIC DISCLOSURE

All proposals and materials submitted in response to this RFP shall become the property of ITCA. With the exception of lists of prospective bidders, all proposals received shall remain confidential until the contracts, if any, resulting from this RFP are signed by ITCA and the apparently successful Contractor. Thereafter, the proposal may be shared per ITCA policy. ITCA will retain RFP records in accordance with ITCA Records Retention Schedules.

Information in the proposal that the Bidder claims as proprietary/confidential and exempt from disclosure, will not be released.

ITCA has no obligation to assert an exemption from disclosure. By submitting a response, the Respondent acknowledges this obligation. The Respondent acknowledges that ITCA will have no obligation or liability to the Respondent if the records are disclosed.

2.7 PROPRIETARY AND CONFIDENTIAL INFORMATION

Clearly mark every page of any portion(s) of your proposal that contains proprietary/confidential information with the words "PROPRIETARY/CONFIDENTIAL INFORMATION" (in all caps), affixed to the lower right-hand corner of each page. In addition, you must provide a detailed listing (including page numbers) in your Letter of Submittal, of any and all materials so marked". You may not mark the entire proposal as proprietary or confidential. Proposals which are marked in such a manner will be disqualified and removed from consideration. Your cost and management proposals are not confidential or proprietary. If either is marked as such your proposal will be disqualified.

2.8 INCORPORATION OF RFP AND PROPOSAL IN CONTRACT

This RFP and the Bidder's response, including all promises, warranties, commitments, and representations made in the successful proposal, shall be binding and incorporated by reference in ITCA's contracts with the successful Bidder.

3 PROPOSAL CONTENTS

Proposals **must** contain in the following order:

1. Cover sheet including the title of the RFP, RFP number, company/individual name and date.
2. Table of Contents detailing all materials and enclosures in the proposal.
3. A dated Letter of Submittal on company letterhead, signed by a person authorized to bind your organization to a contract (for individuals, this would be the individual). **Your Letter of Submittal must** include the following, if applicable.
 - a. If you claim minority-owned and/or women-owned business participation, you must provide your oath that you will meet Minority and Women's Business Enterprise participation requirements. Name the proposed minority or women-owned business(es) and the percentage and dollar amount of their participation. Proof of Federal certification as a Minority, Women-Owned, or Disadvantaged Business must be provided.
 - b. Bidders and any partnering or subcontracting organizations must indicate whether they have had a contract terminated for default in the last five years. Termination for Default is defined as a notice to stop work due to the Bidder's nonperformance or poor performance, where the issue of performance was either not litigated due to inaction on the part of the Bidder, or litigated and determined that the Bidder was in default.
 - c. If the Bidder has had a contract terminated for default in the last five years, the Bidder must submit full details including the other party's name, address, and telephone

number. The Bidder must specifically grant ITCA permission to contact any and all involved parties and access any and all information ITCA determines is necessary to satisfy its investigation of the termination. ITCA will evaluate the circumstances of the termination and may, at its sole discretion, bar the participation of the Bidder in this procurement.

Failure to disclose any terminations for default if discovered post contract award will result in termination of the contract with liquidated damages.

4. A completed Bidder Information Form.
5. A copy of the CERTIFICATIONS AND ASSURANCES, Exhibit A, signed by a person authorized to bind your organization to a contract.
6. A detailed list (including page numbers) of any materials marked as "Proprietary/Confidential".
7. Your proposal in response to the MANAGEMENT PROPOSAL SPECIFICATIONS, Exhibit C.
8. Completed Cost Proposal Sheet, Exhibit D.

4 PROPOSAL FORMAT

1. Use standard 8.5" x 11" white paper, except that charts, diagrams and the like may be on 11" x 14" fold-outs which, when folded, fit within the 8.5" x 11" format. A font size of 11 points or larger shall be used. All pages must be consecutively numbered, starting with page 1 in each of the proposals. The firm name and the page number may be located at the top or bottom as the Bidder prefers, but the location must be consistent throughout.
2. Bind the original and each copy of the proposal separately.
3. Send one original clearly marked as the "Original" and three (3) identical copies of the proposal. Submit one (1) electronic copy of all required information on a CD-RW CD-ROM in **Microsoft Word 2003** or higher. Ensure that the CD is labeled with the date, RFP title, RFP number, and Bidder's name and packaged with the original copy of the proposal. **Do not submit in .PDF format.**
4. State your organization's name on the first page of all copies of your Management and Cost Proposals.
5. Write your proposal in the order given in the Management and Cost Proposal Specifications. Title and number your response to each item in the same order it appears in the RFP. You must respond to every section in the specifications except where otherwise stated. Your response must be sufficiently detailed to substantiate that services offered meet the requirements of the Statement of Work. Bidders must respond to each item/paragraph using the same headings as the RFP. Do not respond by referring to other sections of your proposal.
6. Brevity and clarity in your proposal is essential. Be succinct, concrete, and use quantified descriptions whenever possible. There will be no calls made to your organization to clarify information. It is the applicant's responsibility to ensure all of the pages are included in all of the copies and all pages are numbered. Reviewers will not have access to pages that were included in the original, but not in their copies.

5 GENERAL PROVISIONS

5.1 COSTS OF PROPOSAL PREPARATION

ITCA will not pay any Bidder costs associated with preparing or presenting any proposal in response to this RFP.

5.2 INSURANCE COVERAGE

Prior to contract execution, the Contractor will be required to provide a Certificate(s) of Insurance executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth below.

5.2.1 Liability Insurance

1. **Commercial General Liability Insurance:** Bidder shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) condition.
2. **Professional Liability:** Errors and Omissions coverage with a limit of not less than \$1,000,000 per occurrence and \$2,000,000, aggregate.
3. **Crime Coverage:** Including fraud, forgery, money and securities and employee dishonesty coverage with a per occurrence limit equal to the maximum amount of money and/or securities any employee might have access to at any one time.

Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

4. **Business Auto Policy:** As applicable, the Bidder shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

5.2.2 Employers Liability ("Stop Gap") Insurance:

In addition, the Bidder shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

5.2.3 Additional Provisions:

Above insurance policy shall include the following provisions:

1. **Additional Insured.** The Inter Tribal Council of Arizona, Inc. their elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the two agencies.
2. **Cancellation.** The Inter Tribal Council of Arizona, Inc. shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give ITCA 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, ITCA shall be given 10 days advance notice of cancellation.
3. **Identification.** Policy must reference the contract number and the agency names.
4. **Excess Coverage.** By requiring insurance herein, ITCA does not represent that coverage and limits will be adequate to protect Bidder, and such coverage and limits shall not limit Bidder's liability under the indemnities and reimbursements granted to ITCA.

5.2.4 Worker's Compensation Coverage:

The Bidder will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. ITCA will not be held responsible in any way for claims filed by the Bidder or their employees for services performed under the terms of the resulting contracts.

5.3 RECEIPT OF INSUFFICIENT COMPETITIVE PROPOSALS/RESPONSES

If ITCA receives only one responsive proposal as a result of this RFP, ITCA reserves the right to select the Contractor which best meets ITCA's needs. That Contractor will be selected by ITCA management. The Contractor selected need not be the sole Bidder.

5.4 NON-RESPONSIVE PROPOSALS/WAIVER OF MINOR IRREGULARITIES

Read all instructions carefully. All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. If you do not comply with any part of this RFP, ITCA may, at its sole option, reject your proposal as non-responsive. ITCA reserves the right to waive minor administrative irregularities contained in any proposal.

5.5 RFP AMENDMENTS

ITCA reserves the right to amend this RFP. The published Bidder questions and ITCA's official answers are an amendment to the RFP.

5.6 RIGHT TO REJECT ALL PROPOSALS

ITCA reserves the right and without penalty to reject, in whole or in part, any or all proposals, to award no contract as a result of this solicitation, to advertise for new proposals, to abandon the need for such services; and to cancel or reissue this solicitation prior to execution of a contract if it is in the best interest of ITCA to do so.

5.7 AUTHORITY TO BIND ITCA

The ITCA Executive Director or the Executive Director's designees are the only persons who may legally commit ITCA to the expenditures of funds under any contracts or amendments to the contract resulting from this RFP. The Contractor shall not incur, and ITCA shall not pay, any costs incurred before a contract or any subsequent amendment is fully executed.

5.8 CONTRACT TERMS

The Apparently Successful Bidder(s) will be expected to sign contract that will incorporate this RFP and the successful proposal.

Any party may propose additional contract terms and conditions during negotiation of the final contracts.

If two or more organizations' joint proposal is apparently successful, **one organization must be designated as the Prime Bidder. The Prime Bidder will be ITCA's sole point of contact and will bear sole responsibility for performance under any resulting contract.**

If the Apparently Successful Bidder(s) refuses to sign a final contract within thirty (30) business days of delivery, ITCA may cancel the selection and award the contracts to the next-highest-ranked Bidder(s).

5.9 AVAILABILITY OF FUNDS

ITCA's obligations under any resultant contracts are contingent upon the availability of appropriated federal funds from which payment for contract purposes can be made. In the event funds from any source are reduced or withdrawn, or limited in any way, any resultant contracts may either be terminated immediately by ITCA, or at ITCA's discretion, renegotiated within the constraints of the new funding limitations and conditions.

5.10 ELECTRONIC PAYMENT

ITCA may utilize electronic payment in its transactions. The successful contractor will be expected to provide information to allow Contractor to receive payments by direct deposit if desired by ITCA.

6 EVALUATION AND AWARD PROCEDURES

All incomplete RFP's submitted shall be determined non-responsive and removed from the evaluation process. To be considered complete, RFP's shall include all required submittals, and shall be signed and dated.

Responsive proposals will be evaluated in accordance with the requirements stated in this solicitation and any amendments issued. The evaluation of proposals shall be accomplished by an evaluation team to be designated by the agency which will determine the ranking of the proposal. Each evaluator will independently review and assign scores to the proposal based upon criteria established in the solicitation.

Your proposal must stand alone. There will be no calls made to your organization to clarify information. It is the Bidder's responsibility to ensure all of the pages are included in all of the copies and all pages are numbered. Reviewers will not have access to pages that were included in the original, but not in their copies.

6.1 INFORMATION USED FOR EVALUATION

Evaluators will use the information in the Bidders' proposals (Management and Cost). No other information will be supplied to or used by the evaluation teams.

6.2 EVALUATION STEPS

6.2.1 PROPOSAL SCREENING

ITCA will review proposals for compliance with RFP procedural requirements. Non-responsive proposals will be eliminated from further evaluation.

6.2.2 REVIEW OF MANDATORY REQUIREMENTS

Evaluators will determine whether responses to the mandatory requirements are adequate. All requirements of the MANAGEMENT (Exhibit C) and COST PROPOSAL SPECIFICATIONS (Exhibit D) are mandatory requirements.

Proposals that do not meet a mandatory requirement will be rejected as non-responsive unless ITCA determines that it is in its best interest to eliminate that mandatory requirement for all Bidders.

6.2.3 QUALITATIVE REVIEW AND SCORING

Evaluators will score all proposals that pass the review of mandatory requirements. All requirements of the MANAGEMENT (Exhibit C), and COST PROPOSAL SPECIFICATIONS (Exhibit D) are scored. The evaluators will consider how well each proposal meets the needs of ITCA. It is important that the proposal be clear and complete, so the evaluators may understand all aspects of the proposal.

6.3 SCORING

An evaluation committee of representatives from the MSC will judge the merits of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the bidder to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the bidder. The evaluation process will include a structured review of each section of the response by MSC evaluation teams.

The distribution of points for each proposal section is provided in the table below.

Preliminary Score Requirements/Criteria		Maximum Score
Quality Assurance Specifications		400
Qualifications and Experience		400
Cost		200

6.3.1 MANAGEMENT PROPOSAL POINTS

Total points from the Quality Assurance Specifications and Qualifications and Experience sections for each reviewer will be averaged and to result in the scores for each of these sections.

6.3.2 COST POINTS

The score for the Cost Proposal is computed by dividing the lowest total cost bid by the amount bid in the Bidder's Cost Proposal and multiplying that percentage against the total points available for this section, rounded to the nearest tenth of a point.

Example: Total possible points for cost are 200.

Bidder A's cost is \$20,000.

Bidder B's cost is \$25,000.

Bidder A would receive 200 points,

Bidder B would receive 160 points $(\$20,000/\$25,000) = 80\% \times 200 \text{ points} = 160$.

$$\frac{\text{Lowest Responsive Offer Total Cost}}{\text{Bidder's Cost}} \times \text{Number of Available Points} = \text{Award Points}$$

6.3.3 FINAL SCORE

The FINAL Score is the sum of the Quality Assurance Specifications average, the Qualifications and Experience average and the Cost Points.

6.4 ACTION ON EQUIVALENT SCORES

If two or more proposals receive equivalent scores, ITCA may, at its sole discretion, select as apparently successful the Bidder whose proposal is in ITCA's best interest. Equivalent scores are scores separated by three (3.0) or fewer points.

ITCA's best interest will be defined by ITCA managers and communicated to Bidders with equivalent scores in writing.

6.5 SELECTION OF THE APPARENTLY SUCCESSFUL BIDDER

ITCA will compile the scores. The Bidder with the highest **Final Score** will be named the Apparently Successful Bidder, unless scores equivalent to the highest score are received by one or more Bidders. In that case, ITCA may select the Apparently Successful Bidder in the manner stated above.

6.6 NOTICE OF AWARD AND CONTRACT SIGNATURE

ITCA will notify all Bidders who submit a proposal of the selection of the Apparently Successful Bidder.

6.7 DEBRIEFING OF UNSUCCESSFUL BIDDERS

Upon request, a debriefing conference will be scheduled with an unsuccessful bidder. The RFP Coordinator must receive the request for a debriefing conference within three (3) business days after the Notification of Unsuccessful Bidder letter is faxed/e-mailed to the Bidder. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Bidder's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

7 PROTEST PROCEDURES

1. Protests may be made only by Bidders who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Bidder is allowed three (3) business days to file a protest of the acquisition with the RFP/RFP Coordinator. Protests must be received by the RFP/RFP Coordinator no later than 4:30 PM, local time, in Phoenix, Arizona on the third business day following the debriefing. ITCA shall not accept any protest before the announcement of the Apparently Successful Bidder.
2. ITCA shall consider only those protests concerning a matter of bias, discrimination or conflict of interest, material errors in tabulation, or material failure to follow procedures stated in the RFP or agency policy. Failure to cite the basis of the protest will result in rejection of the protest.
3. Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) An evaluator's professional judgment on the quality of a proposal, or 2) ITCA's assessment of its own or other agencies needs or requirements.

4. Any protests must be written, signed by the protesting Bidder or an authorized representative, and mailed or hand delivered. Telegrams, facsimiles or similar transmittals will not be considered. The protest must state the RFP or RFP number, the grounds for the protest with specific facts and complete statements of the action(s) being protested and any other supporting information on which the protesting party is relying. Address a protest to:

Verna Monenerkit, Office Manager
Inter Tribal Council of Arizona, Inc.
2214 N. Central Ave.
Phoenix, AZ 85004
verna.monenerkit@itcaonline.com

5. Upon receipt of a valid formal protest, ITCA will conduct a protest review. The purpose of the review is to assure policy and procedures were followed, all requirements were met and all Bidders were treated equally and fairly. The protest review **will not** contain a review of bids or scores assigned. A written decision regarding the protest will be issued by ITCA.

EXHIBITS

EXHIBITS:

A – ASSURANCES AND CERTIFICATIONS

B – STATEMENT OF WORK AND DELIVERABLES

C – MANAGEMENT SPECIFICATIONS

D – COST PROPOSAL SHEET

E – FNS FEDERAL REQUIRED PROVISIONS

EXHIBIT A - CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the bid or proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or cost data have been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal or bid.
2. The attached proposal or bid is a firm offer for a period of 120 days following receipt, and it may be accepted by ITCA without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period.
3. In preparing this proposal or bid, I/we have not been assisted by any current or former employee of ITCA whose duties relate (or did relate) to this proposal, bid or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal or bid. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. I/we understand that ITCA will not reimburse me/us for any costs incurred in the preparation of this proposal or bid.
5. I/we understand that any contract(s) awarded as a result of this RFP will incorporate Terms and Conditions substantially similar to those attached to the RFP. I/we certify that I/we will comply with these or substantially similar Terms and Conditions if selected as a contractor.
6. I/we understand that any person(s) selected as contractor(s) will be required to comply with the Required Federal Provisions in Exhibit E to this RFP and the federal laws on which it is based. I/we will, if requested by ITCA, submit additional information about the nondiscrimination and affirmative action policies and plans of this organization in advance of or after the contract award.
7. I/we certify that neither the individual, company nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by an Federal department or agency, from transactions involving the use of federal funds.

Signature

Date

Name and Title

EXHIBIT B – DRAFT STATEMENT OF WORK

The Bidder shall provide subject matter expertise to the MSC during eWIC Implementation project initiation, development, testing, training, pilot and rollout. All Bidder activities referred to in this Statement of Work will take place for each of the three (3) members of the MSC unless otherwise noted. All written deliverables that are referenced with the SOW will include all MSC members unless otherwise noted. For example, the Readiness Assessment will be one (1) document that includes ITCA, Kansas and New Hampshire.

The Bidder shall develop and deliver the deliverables in MS Word 2007 or higher, MS Excel 2007 or higher, MS Project 2010 or higher, and MS PowerPoint 2007 or higher for each appropriate deliverable. The Bidder shall provide deliverables to the MSC in electronic format agreed upon on award of contract.

1) Deliverable No. 1 – Project Monitoring Plan

- a) The QA Contractor shall attend each MSC eWIC Processor Kickoff Meeting.
- b) The QA Contractor shall use an integrated project schedule to track the completion of tasks, deliverables and milestones for project support staff and contractors.
- c) The QA Contractor shall create a Communication Management Plan to ensure project stakeholder's information needs are met. The Plan will identify and document the communication approach that is most effective and efficient with stakeholders.
- d) The QA Contractor shall provide monthly status reports within five (5) business days of the receipt of the eWIC Processors monthly status report. The QA Contractor shall prepare a monthly report that includes, but is not limited to the following items.
 - i) overall project status,
 - ii) tasks completed during the current report period,
 - iii) projected completion dates for tasks due in the next report period,
 - iv) performance monitoring standards met and not met, and
 - v) any outstanding tasks with a suggested action plan.
- e) The QA Contractor shall participate in MIS and eWIC status meetings, strategy meetings, design sessions, project planning meetings, system definition activities, test plan development and other meetings as instructed by the State.
- f) The QA Contractor shall monitor performance to ensure the project contractors are meeting implementation and operational performance standards.
- g) The QA Contractor shall submit IAPD Annual, "As Needed" and project closeout documents to the MSC.
- h) Due to the size and complexity of the eWIC Implementation project, or if the project encounters difficulty, the MSC may require additional reports and/or increased reporting frequency to State IT officials. The QA Contractor shall maintain and support such additional reporting as deemed necessary to meet the requirements of the Kansas Information Technology Office and/or the legislative Joint Committee on Information Technology, the New Hampshire Department of Information Technology or the ITCA Department of Information Technology.

Deliverable Acceptance Criteria: The QA Contractor shall provide a document, including a Communication Plan, detailing how each item listed above will be met during the MSC eWIC Implementation Project.

2) Deliverable No. 2 – Assessment of State Readiness

- a) The QA Contractor shall review the current eWIC project status and provide an assessment for transitioning from planning activities to implementation activities.
- b) The QA Contractor shall review and evaluate the established methodology, business requirements, and technical requirements for the eWIC and MIS systems, validate requirements against business rules, and validate traceability to eWIC project documents.
- c) The QA Contractor shall perform a thorough review of all States Plan policies and procedures, and activities relative to implementation of the eWIC project.
- d) The QA Contractor shall assist the MSC in MIS system enhancements to ensure all needed eWIC enhancements are addressed in the MIS Task Order.

Deliverable Acceptance Criteria: The QA Contractor shall provide a written report of its Readiness Assessment to each MSC State Program, including recommendations to correct any deficiencies.

3) Deliverable No. 3 – Documentation Reviews

- a) The QA Contractor shall review all documentation and deliverables provided to each State Program by their eWIC Processor to ensure that the materials are complete, clear, current, and compatible with each other and with FNS requirements and guidelines for eWIC systems.
- b) The QA Contractor shall monitor each eWIC Processor's activities to verify that adequate progress is being made in accordance with the approved eWIC Processor work plan.
- c) The QA Contractor shall review each eWIC Processor's plan listed below and provide recommendations in a written assessment. Plans to review include but are not limited to:
 - i) eWIC Processor's Project Management Plan
 - ii) Quality Assurance and Risk Management Plan
 - iii) eWIC Processor's Implementation Plan
 - iv) eWIC Processor's Vendor Enablement Plan
 - v) eWIC Processor's User Acceptance Test Plan
 - vi) eWIC Processor's Pilot and Statewide Rollout Plan
 - vii) eWIC Processor's Training materials,
- d) The QA Contractor shall review all technical design interface requirements to include but not limited to:
 - i) the MIS Interface Specification,
 - ii) Integrated WIC Vendor Specifications,
 - iii) Vendor, Clinic and State User Manuals, and
 - iv) the IVR script.
- e) The QA Contractor shall also verify that all design and development efforts are following defined and approved process standards and requirements and are on schedule.
- f) The QA Contractor, in conjunction with the eWIC Processor and each State, shall evaluate the processing capacity of the eWIC system and verify that the processing capacity meets all service level requirements

Deliverable Acceptance Criteria: The QA Contractor shall provide a written report of its evaluation of the eWIC Processors documents to each MSC State Program, including recommendations to correct any deficiencies.

4) Deliverable No. 4 – Testing Activities

- a) The QA Contractor shall review the test scripts from each eWIC Processor and provide feedback on all testing plans, confirming they are adequate to ensure the system meets the requirements of the eWIC Processor contract. The interface and UAT test scripts should be functional and scenario based.
- b) The QA Contractor shall evaluate and provide guidance on testing plans and provide any tools and procedures needed to complete the testing.
- c) The QA Contractor shall review and assess that an appropriate level of coverage will be achieved by the test process, that test results will be verifiable, that the correct system configuration will be tested and that the tests will be appropriately documented, including a review of the final Testing Report.

Deliverable Acceptance Criteria: The QA Contractor shall provide a written report of its evaluation of the eWIC Processors test plans to each MSC State Program, including recommendations to correct any deficiencies.

5) Deliverable No. 5 – Retailer Enablement Oversight

a) Retailer Enablement Plan Review and Certification Scheduling

The QA Contractor shall review the eWIC Processor’s Retailer Enablement and Certification Plan and the Vendor Assessment document to ensure all stakeholders’ requirements are met. The QA Contractor shall work with the eWIC Processor, MSC, and WIC vendors to schedule all WIC vendor certifications for each Consortium member.

b) Retailer Certification Results

The QA Contractor shall create a report for the outcomes of each integrated WIC vendor system certification within eight (8) business days of each WIC vendor system certification completion. Grocery chains may have multiple locations. Only one (1) report needs to be done as long as all stores utilize the same POS software and hardware. Each report shall include recommendations for improving testing processes and the rate of success by identifying certification errors, monitoring defect tracking, and issue resolution.

Deliverable Acceptance Criteria: The QA Contractor shall provide a written report of its evaluations of Retailer Enablement plans and the certification results to each MSC State Program with the results, including recommendations to correct any deficiencies.

6) Deliverable No. 6 – Pilot Oversight

a) Pilot Readiness Assessment

For each of the MSC State WIC Program’s pilot sites:

- i) The QA Contractor shall assist each State WIC Program with pilot planning activities, including recommendations about retailer and local agency communications leading up to the pilot kick-off.
- ii) The QA Contractor shall complete on-site reviews at each State WIC Program’s clinic pilot site to ensure readiness for pilot implementation. This must include a review of the physical layout and clinic flow, equipment in place, and staff readiness.

- iii) The QA Contractor shall provide oversight for retailers integrating the eWIC process for their front end systems, and providing oversight to assure retailers are certified to redeem WIC benefits electronically.
- iv) QA Contractor shall work with each State WIC Program to develop an evaluation plan for assessing the progress of the pilot and determining results.

Deliverable Acceptance Criteria - The QA Contractor shall provide a written report to each State WIC Program detailing the plans developed and verifying the readiness of the clinics at least one (1) month prior to Pilot.

b) Pilot On-Site Support

For each of the MSC State WIC Program's pilot sites:

- i) The QA Contractor shall provide on-site support at each State WIC Program during the first two (2) weeks of the pilot. The QA Contractor shall provide one (1) staff member to monitor each local agency involved in the pilot. Each State WIC Program reserves the right to extend or shorten the QA Contractor's on-site presence should circumstances warrant.
- ii) QA Contractor staff will monitor the pilot area, visit pilot-area WIC clinics and retailers to provide support and assess the success of the pilot.

Deliverable #6b Acceptance Criteria - The QA Contractor shall provide a written report to each State WIC Program one (1) month after the start of the pilot documenting all findings that require improvement and recommendations on how to improve.

c) Pilot Evaluation

Separate evaluations are required for each MSC State WIC Program. For each pilot the QA Contractor shall:

- i) Use the evaluation plan developed in Section 6a (iv) above to review and assess that an appropriate level of coverage was achieved by the pilot process, that pilot results are verified and satisfactory, and that the pilot results are appropriately documented. The QA Contractor shall review the outcomes of pilot operations and make recommendations for any changes to the plan for implementation.
- ii) Deliver a written report to each State WIC Program verifying the results of the pilot, illustrating any areas that need improvement, and making recommendations for full implementation. This report shall serve, after approval by the State, as the official Pilot Evaluation required by and submitted to FNS.

Deliverable #6c Acceptance Criteria - These evaluations shall be due not later than three (3) weeks after pilot completion, or as indicated in the approved eWIC project work plan. It is anticipated that this effort will begin prior to the end of the pilot.

7) Deliverable No. 7 – Rollout Activities

a) Rollout Plans

For each of the MSC State WIC Program rollouts:

- i) The QA Contractor shall evaluate the preparations (state agency, local clinics, and retailers, etc.) for each rollout area, including assessments of staff preparation and training, transfer of data from the MIS to the eWIC Service Provider, on-site activities, and installation of software and hardware, as appropriate. The QA Contractor shall make recommendations for improvements/changes, based on the Pilot Evaluation (see paragraph 6c above).

Deliverable #7a Acceptance Criteria - The QA Contractor shall provide a written report to each MSC State WIC Program evaluating the readiness of rollout and include recommendations for changes necessary in light of lessons learned from the pilot.

b) Rollout Activities

- i) The QA Contractor shall assess and provide oversight throughout each State's full rollout schedule. The QA Contractor shall provide retailer oversight in facilitating integration, resolving any technical challenges, and provide oversight to assure retailers are certified to redeem WIC benefits electronically.
- ii) The QA Contractor shall provide on-site support during the first week of each rollout. The QA Contractor shall provide one (1) staff member to monitor each rollout. Each State WIC Program reserves the right to extend or shorten the on-site presence should circumstances warrant.

Deliverable #7b Acceptance Criteria – The QA Contractor shall provide status reports to each MSC State WIC Program throughout the State's rollout. Reports must include recommendations to improve the rollout process. Verbal status reports shall be provided weekly; written reports shall be provided monthly.

8) Deliverable No. 8 – Final Report

- a) The QA Contractor shall provide a Final Report that includes at least the following:
 - i) Executive Summary, a one-page summary report
 - ii) Summary of findings and recommendation moving forward with eWIC
 - iii) Any identified short or long term plans regarding eWIC
 - iv) Confirmation that all system documentation has been completed, is up to date and provided to the MSC
 - v) Any unresolved issues with either the MIS or eWIC Processor
 - vi) Lessons Learned summary

Deliverable #8 Acceptance Criteria – The QA Contractor shall provide the Final Report within 20 (twenty) days of the final MSC State WIC Program's completion of rollout activities.

9) Deliverable No. 9 – Additional Efforts (if needed)

- a) At the direction of the State, the QA Contractor shall be available to participate in any other activities related to implementation of the eWIC project in ITCA, Kansas or New Hampshire WIC Programs.
- b) If such request is made, the QA Contractor shall provide an estimate of anticipated costs prior to commencing any effort. Efforts, and associated costs, performed under this task shall be documented via a contract amendment.

EXHIBIT C – MANAGEMENT PROPOSAL

A. Quality Assurance Specifications (400 Points Maximum):

1. Description of the Quality Assurance approach (100 points)

Bidder must describe in detail how bidder will manage Quality Assurance including approach and techniques used throughout the project.

2. Assessment of work to be performed (100 points)

Bidder must provide a narrative description of bidder's understanding of the work to be performed and bidder's ability and approach to completing the work. This section should demonstrate the bidder's understanding of the desired overall performance expectations.

3. Plan for Completion of Project Deliverables (200 points)

Bidder must provide a detailed description as to how each item in the scope of work will be completed.

B. Qualifications and Experience (400 points Maximum)

Describe the qualifications of the key staff person, business relationships and, if applicable, your organization's relevant staffing levels and business relations and provide references.

1. Staffing (250 points)

Provide the responsibilities and qualifications of the designated Project Manager(s) and other staff, if any, working on the project that demonstrate the bidder's ability to complete the work. This section should describe how the designated Project Manager(s) meets the mandatory and desired requirements. One person must be identified as the Project Manager for each state agency providing the bulk of the project management responsibilities. The Project Manager for each state may be a different person. If more than one staff person is involved, provide a staffing and organizational plan to carry out the proposed work. If applicable, provide an organizational chart. (50 points)

- a. Any staff replaced during the period of performance of any resulting contract must be replaced with staff with equivalent or superior qualifications. Describe how you select staff for hire. Describe how you ensure that you can provide all functions of the contract in the absence of the key staff. For example, if the key staff leaves unexpectedly, describe who would assume his/her duties and how quickly that would happen. (25 points)
- b. Résumé of the designated Project Manager and any other staff who will be working on this project, showing years of experience with Quality Assurance relating to eWIC, project management and any applicable trainings or certifications related to Quality Assurance. (125 points)
- c. Description of staff experience on state eWIC or SNAP EBT implementation projects. (50 points)

2. Business Relationships and References (no points)

- a. List up to four contracts or similar business relationships you or your proposed subcontractors have held during the last five years for services similar to the services in this RFP. List business name, address, nature of services, contract period of performance, amount of contract, contact person and telephone numbers. Give permission for us to contact these organizations.

References must not be from a person, company or organization with any special interest, financial or otherwise, in the Contractor. **ITCA, Kansas or New Hampshire employees may not be used as reference.**

3. Fiscal Capacity (150 points)

- a. No “up front” funds are available through this contract. The Contractor would provide services, employ staff, pay claims, and perform all other work and ITCA would reimburse the Contractor after the Contractor has provided the services. Describe your fiscal capacity to pay costs “up front” and be reimbursed on a deliverable basis. Your organization must provide sufficient information to provide assurance to ITCA that the Bidder is a financially stable, viable organization/individual that will be fully able to meet all of its obligations under any resulting contract. If ITCA determines that the Bidder has not demonstrated its financial stability, ITCA may at its sole option reject the Bidder's proposal as non-responsive. Failure to provide any proof of financial stability will result in automatic disqualification.

EXHIBIT D - COST PROPOSAL SHEET (200 POSSIBLE POINTS)

INSTRUCTIONS:

The cost proposal must include any and all costs the contractor wishes to have included in the contractual arrangement with ITCA. The bidder should take travel expenses, labor, per diem, overhead, and any other costs related to this service into account in determining the hourly rate.

The terms of any contract resulting from this RFP will be based on the achievement and approval of deliverables. ITCA will pay for each deliverable upon completion of all tasks in the deliverable with the exception of Deliverable 3 which will be divided into equal monthly payments over the term of the contract.

Cost will be a factor in the selection of the Apparently Successful Bidder.

Proposal Bid Sheet

Deliverable Number	Deliverable Description	Total Cost
1	Project Monitoring Plan	
	Hourly Rate	
2	Assessment of State Readiness	
3	Documentation Reviews	
	Hourly Rate	
4	Testing Activities	
5	Retailer Enablement Oversight	
6a	Pilot Readiness Assessment	
6b	Pilot On-Site Support	
	Hourly Rate	
6c	Pilot Evaluation	
7a	Rollout Plans	
7b	Rollout Activities	
8	Final Report	
9	Additional Efforts (if needed)	
	Hourly Rate	
	Total Cost	

EXHIBIT E - FNS REQUIRED FEDERAL PROVISIONS

The contractor must comply with the following provisions:

1. 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.
2. The Clean Air Act, Section 306:
 - a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
 - b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
 - c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
 - d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
 - e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]
3. The Clean Water Act:
 - a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
 - b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - 1. requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - 2. setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. (1) No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
 (2) In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).
- 4. The Anti-Lobbying Act: This 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 applicant certifies that:
 - a. 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;
 - b. 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;
 - c. The undersigned shall require that the language of this certification be included 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.
- 5. 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 by State and local governments, except public transportation services.
- 6. 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:

- a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
 - b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
 - c. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
 - d. Although alcohol is not a controlled substance, it is nonetheless a drug. Abuse of this drug will also not be tolerated in the workplace.
 - e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.
7. Debarment, suspension, and other responsibility matters: 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.
- a. The applicant certifies that it and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. 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;
 3. 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 (1)(b) of this certification; and
 4. 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.
 - b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
8. 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.