REQUEST FOR PROPOSAL
RFP WIC 16-04

PROJECT TITLE: eWIC Project Management

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, Inter Tribal Council of Arizona, Inc. (ITCA) and the State of New Hampshire (NH) may renew any contract awarded as a result of this RFP for two (2) additional years in whatever time increments ITCA and NH deem necessary.

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

A. Mandatory Experience

The Bidder must be a consulting firm or individual with proven consultant breadth and depth in performing all of the following:

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

The Bidder must possess:

- Excellent customer service skills and experience.
- Extensive knowledge of Electronic Benefit Transfer (EBT) technologies and capabilities

B. Minimum Qualifications.

Bidders must meet the following minimum standards to be considered for further evaluation:

1. Five years of Project Management Experience one (1) of which must be in the last five years.
2. Three (3) years of WIC Program, including WIC MIS, experience within the last five (5) years.
3. Knowledge or experience with EBT project implementation.

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.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP Release Date</td>
<td>May 20, 2016</td>
</tr>
<tr>
<td>Questions Due from Bidders</td>
<td>June 24, 2016</td>
</tr>
<tr>
<td>ITCA Response to Questions</td>
<td>June 30, 2016</td>
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<tr>
<td>Proposal &amp; References Due</td>
<td>July 29, 2016</td>
</tr>
<tr>
<td>Projected Date for Announcement of Apparently Successful Bidder</td>
<td>August 15, 2016</td>
</tr>
<tr>
<td>Projected Contract Start Date</td>
<td>August 22, 2016</td>
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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 and NH.

** Business Day:** Days of the week excluding weekends and holidays for ITCA and/or the; 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), 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 or NH 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 the Kansas, New Hampshire and ITCA 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. except ITCA or NH Holidays.

** 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. 3:01 p.m.) will be considered late and will not be evaluated.

QA Contractor: The Quality Assurance Contractor that will assist the MSC in the 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 vendor/grocery store contracted with ITCA or NH 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. and the State of New Hampshire Special Supplemental Nutrition Program for Women, Infants and Children (WIC) are soliciting proposals from organizations or individuals that are interested in performing Project Management services for the Electronic Benefits Transfer (EBT or eWIC) implementation for the ITCA and New Hampshire WIC Programs.

1.2 BACKGROUND

WIC is a federally funded nutrition program carried out pursuant to provisions of the Child Nutrition Act. WIC is a public health nutrition program administered by state agencies for the United States Department of Agriculture’s Food and Nutrition Services (USDA/FNS). The 2010 authorization of the Child Nutrition Act requires all WIC programs to implement EBT by 2020.

ITCA and NH are members of the Multi-State Consortium (MSC) that also includes Kansas. The MSC was created via a Memorandum of Understanding in January of 2009 and renewed in 2014. As a consortium, the State Agency members strive to maximize efficiencies regarding joint design, development, and implementation of shared WIC Management Information System (MIS). This is achieved through a governing structure that consists of an Executive Committee comprised of the State WIC Directors and a Project Manager. The eWIC Project Manager would work closely with the MSC, MSC Project Manager, MSC MIS Contractor and MSC QA Contractor.

ITCA administers WIC for eleven tribes and one urban health agency in Arizona. ITCA provides benefits to approximately 9400 clients per month and provides approximately $7 million in food benefits annually. All WIC benefits are issued via paper checks which clients exchange for food at approximately 150 local retailers. ITCA uses a contracted banking service to process and pay checks submitted by retailers.

New Hampshire administers WIC for 4 local agencies and provides benefits to approximately 14,700 clients per month and a total of $6 million in food benefits annually. New Hampshire issues benefits via paper vouchers which clients exchange for food at approximately 175 local retailers. Vouchers are processed and paid at the State Office of the NH Department of Health and Human Services.

The MSC uses a robust and highly customized Management Information System (MIS) and the states will implement eWIC through this system. The MSC will work together on MIS changes required for implementation of eWIC. This proposal relates only to Project Management for ITCA and New Hampshire for eWIC Implementation. Kansas will be providing their own project management for eWIC. The MSC shares a Project Manager for the MIS that is housed in Kansas. Each state in the MSC has a different method of procurement for the eWIC Service Provider; therefore, it is possible that the eWIC Service Provider will be different in each of the three states. The MSC will share a QA Contractor.

1.3 OBJECTIVE

The objective of this RFP is to obtain one Contractor to conduct Project Management (PM) services for the eWIC implementation Project for ITCA and New Hampshire according to the Project Management Body of Knowledge (PMBOK) guidelines. Two separate Project Management contracts will be awarded - one for ITCA and one for New Hampshire.
The eWIC Implementation Project organizational structure in each MSC state agency is below. The graphic shows how each state agency will manage their eWIC project, stakeholders and eWIC Service Providers. Additionally, each state agency will share the services provided by the MSC MIS Contractor, the MSC Project Manager and a QA Contractor.

Project Team Roles and Responsibilities

Each state will have a designated Project Manager to act as a primary point of contact for the State and coordinate the efforts of the eWIC contractors to ensure tasks are completed by the scheduled completion date. 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).

The PM Contractor’s shall conduct a WIC State Agency project kick-off meeting on-sight, one at ITCA and one at New Hampshire. The PM Contractor’s presence will also be required at each state’s eWIC Service Provider Kick-off meeting.

Below is a list of tasks, along with who is responsible, for execution or oversight and includes, but is not limited to, the following items.

<table>
<thead>
<tr>
<th>Task/Responsibility</th>
<th>Primary (for each Program)</th>
<th>Secondary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Create a Project Management Plan for each State Agency</td>
<td>eWIC PM</td>
<td></td>
</tr>
<tr>
<td>Conduct on-site eWIC Implementation Project</td>
<td>eWIC PM</td>
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The PM Contractor will travel to the WIC programs in Phoenix, AZ, Concord, NH and the MIS Contractor offices in Springfield, IL and/or Olympia, WA. Travel to Local Agencies and retailer visits in each state according to approved plans and activities related to assessment, certification and piloting system changes are also necessary.

### 1.4 FUNDING

It is the intent of ITCA and NH 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 for each state 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 ITCA and New Hampshire WIC Programs.

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

### 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:

<table>
<thead>
<tr>
<th>Name</th>
<th>Verna Monenerkit, RFP Coordinator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Manager</td>
<td></td>
</tr>
<tr>
<td>Mailing/Street</td>
<td>2214 N. Central Ave.</td>
</tr>
</tbody>
</table>
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 AND NEW HAMPSHIRE 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 New Hampshire and the apparently successful Bidder. 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 or New Hampshire’s contracts with the successful Bidder.

3 **PROPOSAL CONTENT**

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 and the State of New Hampshire permission to contact any and all involved parties and access any and all information ITCA and the State of New Hampshire determines is necessary to satisfy its investigation of the termination. ITCA and the State of New Hampshire 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 AND TECHNICAL PROPOSAL SPECIFICATIONS, Exhibit C.

8. Completed Cost Proposal Sheet, Exhibit D.

9. Appendix A – exceptions to terms and conditions

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 Technical, Management and Cost Proposals.

5. Write your proposal in the order given in the Technical, 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 Bidder 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 from 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 Bidder 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. and the State of New Hampshire, 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., and the State of New Hampshire 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 and the State of New Hampshire 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, ITCA and the State of New Hampshire 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 and the State of New Hampshire do 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 and the State of New Hampshire.

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 and the State of New Hampshire 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**
Notwithstanding any other provision of this RFP, this RFP does not commit ITCA or the State of New Hampshire to award a Contract. ITCA and the State of New Hampshire reserve the right to reject any and all proposals or any portions thereof, at any time and to cancel this RFP and to solicit new proposals under a new bid process.

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 and the State of New Hampshire 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 and the State of New Hampshire’s official answers are an amendment to the RFP.

5.6 **RIGHT TO REJECT ALL PROPOSALS**
ITCA and the State of New Hampshire 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 and the State of New Hampshire 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 and the State of New Hampshire to the expenditures of funds under any contracts or amendments to the contract resulting from this RFP. The Bidder shall not incur, and ITCA and the State of New Hampshire 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 with ITCA and the State of New Hampshire that will incorporate this RFP and the successful proposal.

The State of New Hampshire’s sample contract is attached, bidder shall agree to the minimum requirements as set forth in Appendix A- New Hampshire Specific Provisions. 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 and the State of New Hampshire’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 and the State of New Hampshire may cancel the selection and award the contracts to the next-highest-ranked Bidder(s).

5.9 **AVAILABILITY OF FUNDS**

ITCA and the State of New Hampshire’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 the State of New Hampshire, or at ITCA or the State of New Hampshire’s discretion, renegotiated within the constraints of the new funding limitations and conditions.

5.10 **ELECTRONIC PAYMENT**

ITCA and the State of New Hampshire may utilize electronic payment in its transactions. The successful Bidder will be expected to provide information to allow the Bidder to receive payments by direct deposit by the State of New Hampshire and 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 (Technical, 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 and the State of New Hampshire 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 and the State of New Hampshire 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 and the State of New Hampshire. 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 ITCA and the State of New Hampshire 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 ITCA and the State of New Hampshire evaluation teams.

The distribution of points for each proposal section is provided in the table below.
6.3.1 MANAGEMENT PROPOSAL POINTS

Total points from the Project Management and Qualifications and Experience sections for each reviewer will be averaged and 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 for both states 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% x 200 points = 160.

\[
\text{Award Points} = \frac{\text{Lowest Responsive Offer Total Cost}}{\text{Bidder’s Cost}} \times \text{Number of Available Points}
\]

6.3.3 FINAL SCORE

The FINAL Score is the sum of the Project Management 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 and the State of New Hampshire may, at their sole discretion, select as apparently successful the Bidder whose proposal is in ITCA and the State of New Hampshire’s best interest. Equivalent scores are scores separated by three (3.0) or fewer points.

ITCA and the State of New Hampshire’s best interest will be defined by ITCA and the State of New Hampshire managers and communicated to Bidders with equivalent scores in writing.

6.5 **SELECTION OF THE APPARENTLY SUCCESSFUL BIDDER**

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

6.6 **NOTICE OF AWARD AND CONTRACT SIGNATURE**

ITCA will notify all Bidders on behalf of the State of New Hampshire 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 and the State of New Hampshire 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 and the State of New Hampshire 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 or the State of New Hampshire 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 or the State of New Hampshire 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 neither ITCA nor the State of New Hampshire will 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 or the State of New Hampshire, 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
Deliverable Information

The Bidder shall develop and deliver the deliverables in MS Word 2007 or higher, MS Excel 2007 or higher, MS Project 2007 or higher, MS PowerPoint 2007 or higher for each appropriate deliverable. Bidder shall provide deliverables to ITCA and the State of New Hampshire in electronic format agreed upon on award of contract. Deliverables will be maintained in an electronic depository to be identified upon contract award, likely SharePoint.

Brief descriptions of the goods, services and/or other required reports are defined below. The Bidder will conduct the project under ITCA and the State of New Hampshire’s leadership. Because the Bidder chosen through this solicitation will be controlling the manner and means of conducting the work, the descriptions are not intended to completely describe all of the work that the Bidder would need to perform to complete the deliverables.

The MSC IAPD is available at [www.itcaonline.com](http://www.itcaonline.com/). This document provides additional detail on ITCA and the State of New Hampshire’s approaches to eWIC implementation and the proposed schedule.

### Deliverable No. 1 – Project Management Plan

The PM Contractor shall develop a PMP that focuses on the coordination of the QA Contractor, eWIC Service Provider, and the MSC MIS Contractor. A draft of the PMP shall be submitted to the ITCA WIC Director and New Hampshire WIC Director within three weeks of receipt of the eWIC Processor’s Project Work Plan.

The PM Contractor shall create and maintain separate PMPs for ITCA and New Hampshire in MS Project or Excel that takes into account the activities and schedules of state level activities, eWIC Service Provider, the QA Contractor and the MSC MIS Contractor.

- The plans will include subtasks as applicable. The list of tasks shall include start and end dates for each task and the staff/entities that are responsible for completing each task.
- The timelines for tasks and subtasks.
- Due dates for documents, reports and other materials.

The PM Contractor shall facilitate an eWIC Implementation Project Initiation meeting in person and on-site, one for ITCA and one for New Hampshire. The PM Contractor will present the PMP to each state agency and any other appropriate staff and stakeholders. Each state’s meeting shall include a review of the project management process, deliverable acceptance expectations, schedule review, requirements review and identification of next steps. Each Project Initiation meeting will be held no later than 2 months after contract award from this RFP.

### Deliverable No. 2 – Project Management Tasks

The PM Contractor shall complete the following tasks that will be billed monthly:

a. The PM Contractor shall maintain project schedules and track the completion of each task and subtask. The PM Contractor shall coordinate and advise ITCA and New Hampshire as to the status of each task on an ongoing basis. This includes tasks assigned to each state’s staff, eWIC Service Provider, the MSC QA Contractor and possibly the MSC MIS Contractor.

b. Facilitate regular meetings of stakeholders, requirements sessions, technical meetings and other meetings or calls applicable to a successful implementation of eWIC. The PM Contractor shall facilitate or attend as appropriate, separate, status calls with ITCA and New Hampshire WIC, the eWIC Service Providers, the MSC MIS Contractor, the MSC QA Contractor and USDA FNS. The PM Contractor shall provide an agenda at least two days prior to meetings or calls unless the meeting or call is being facilitated by another entity or it is an emergency meeting. The PM Contractor shall provide meeting notes within five business days of each on-site meeting and within two business days of any status or technical call or other call or webinar.
c. The PM Contractor shall submit weekly written Status Reports to each ITCA and New Hampshire WIC Directors at least two business days prior to each state’s status call. The Status Reports shall provide a clear understanding that clearly outlines the progress of the prior week to include, but not limited to:
   o Activities completed during the past week
   o Activities that will be undertaken over the coming week or continued from the previous week
   o Status of hardware and materials ordered and delivered
   o Status of WIC retailer enablement
   o QA Contractor, MIS Contractor and eWIC Service Provider Contract performance
   o Issue identification
   o Risk assessment and mitigation strategy
   o Updated integrated project schedule

d. The PM Contractor shall be responsible for preparing state specific information for the required quarterly Status Reports submitted to USDA FNS by the 15th of October, January, April and July. The report will be submitted to USDA by the MSC Project Manager.

e. The PM Contractor shall monitor the ITCA and New Hampshire eWIC Service Provider and QA contracts and work with the MSC Project Manager to monitor the MIS Contractor against their contracts, statements of work, proposals and performance standards throughout the contract period as relates to eWIC implementation.

f. The PM Contractor shall use a document repository over the life of the contract. The PM Contractor shall utilize the repository designated by ITCA and New Hampshire which is likely a SharePoint site.

g. The PM Contractor shall prepare and review state specific documentation for the ITCA and New Hampshire WIC Directors to submit to USDA FNS as required including approval of the eWIC Service Provider contracts, annual IAPDU submission prepared by the QA Contractor and requests to move forward with UAT, pilot and rollout.

h. The PM Contractor shall coordinate final approval of all ITCA and New Hampshire eWIC Service Provider contract deliverables. The PM Contractor shall provide comments to the ITCA and New Hampshire WIC Directors, QA Contractor and eWIC Service Providers, as applicable during the review process. The PM Contractor shall review deliverable updates to ensure all comments are addressed during the final approval process. Deliverable reviews will be conducted within the schedules established in the contract with the eWIC Service Providers. The PM Contractor shall review all eWIC Service Provider invoices for accuracy and return for corrections if necessary. The PM Contractor shall provide accurate invoices to the WIC Directors for final approval.

The following deliverables are anticipated from the eWIC Service Providers:
   i. Project Work Plan and Schedule
   ii. Status Reports
   iii. Implementation Plan
   iv. WIC Retailer Enablement and Certification Plan
   v. Quality Assurance and Risk Management Plan
   vi. Change and Configuration Management Plan
   vii. Testing Plan and Test Reports
   viii. Integrated Retailer Interface Specifications and Test Scripts
   ix. Business Continuity Plan
   x. System Security Plan
   xi. Operations Plan
   xii. Conversion Plan
   xiii. Detailed Functional Design Document
   xiv. Detailed System Design Document
   xv. eWIC-MIS Interface Specifications Document
   xvi. Retailer Survey and Assessment
   xvii. WIC Bidder and TPP eWIC Agreements
   xviii. Participant and Retailer Integrated Voice Response Scripts
   xix. Card Design
xx. Training Materials and Plan
xxi. Administrative Functions, Settlement and Reconciliation, Reports and Customer Service Manuals
xxii. Status Reports

i. The PM Contractor shall coordinate final approval of all MSC QA Contractor deliverables for ITCA and the State of New Hampshire in coordination with the MSC Project Manager. The PM Contractor shall provide comments to the ITCA and New Hampshire WIC Directors, Contractors and the MSC, as applicable during the review process and coordinate the status of the review/approval by ITCA, New Hampshire and FNS. The PM Contractor shall review deliverable updates to ensure all comments are addressed during the final approval process. Deliverable reviews will be conducted within the schedules established in the contract with the QA Contractor. The PM Contractor shall review all QA Contractor invoices for accuracy and return for corrections if necessary. The PM Contractor shall provide accurate invoices to the WIC Directors for final approval.

The following deliverables are anticipated from the QA Contractor:

1. Project Monitoring Plan
2. Assessment of State Readiness
3. eWIC Processor Documentation Reviews
4. Testing Activities
5. Retailer Enablement Oversight
6. Pilot Oversight
7. Rollout Activities
8. Final Report
9. Additional Efforts (if needed)

**Deliverable No. 3 – MIS Enhancements**

a. The PM Contractor shall coordinate state held ITCA and New Hampshire MIS design requirements sessions and participate as applicable, in MSC MIS design sessions.
b. The PM Contractor will ensure that a location has been reserved for testing and that the hardware, software and communications network necessary to conduct the UAT are in place for ITCA and New Hampshire.
c. The PM Contractor shall ensure test plans for the MIS changes are approved by ITCA and New Hampshire WIC staff.
d. The PM Contractor shall schedule and oversee MIS UAT for ITCA and New Hampshire. This includes Schedule management and maintenance to ensure successful UAT.
e. The PM Contractor shall develop a rollout plan for ITCA and New Hampshire MIS enhancements. This includes communicating with clinic staff, sending out rollout date notifications and emailing out Release Notes and Known Error documents.
f. This work will be completed in collaboration with the MSC Project Manager and QA Contractor.

**Deliverable No. 4 – Testing Activities**

The PM Contractor shall support all federally required testing activities, including the formal UAT for eWIC Service Provider requirements, the MIS and eWIC system interface and retailer certifications. The PM Contractor will:

a. Ensure that a location has been reserved for testing and that the hardware, software and communications network necessary to conduct the UAT are in place for each state.
b. Monitor UAT training to be conducted by the eWIC Service Providers and the MSC QA Contractor.
d. Facilitate a pilot go/no go decision for each state.

**Deliverable No. 5 – Support of Clinic Training, Pilot and Rollout**
The PM Contractor shall be on-site to assist ITCA and New Hampshire WIC in preparing their clinics, vendors and participants for eWIC. ITCA and New Hampshire state agency staff will also be on-site at clinic locations during pilot and rollout to lead trainings and provide support to clinic staff. The PM Contractor shall monitor the following activities to ensure they are completed according to the project schedule and requirements. Activities may include, but are not limited to:

a. Obtaining sample documents from other states
b. Assist in creating a clinic readiness checklist
c. Review of clinic training materials
d. Retailer readiness
e. Establishing reconciliation procedures
f. Registering/acquiring a master encrypted key
g. Conducting / overseeing retailer certifications
h. Provide on-site support for at least the first two (2) weeks of pilot at ITCA and New Hampshire pilot clinic sites
   i. Ensure QA Contractor is on-site during the first two (2) weeks of pilot
   ii. ITCA's pilot site is the Gila River Indian Community, Sacaton, AZ
   iii. New Hampshire’s pilot site is Goodwin Community Health Center, Somersworth, NH
i. Provide on-site training and support of ongoing state-wide clinic roll-out at least first three (3) days per rollout week
   i. Duties during this period include oversight of the QA Contractor.

**Deliverable No. 6– Project Closeout**

The PM Contractor shall assist in the preparation of or prepare the following project closeout documents:

a. Most up to date documents are in the document repository
b. Lessons learned throughout the implementation
c. Closeout activities recommended by USDA FNS Handbook 901
d. Knowledge transfer to ITCA and New Hampshire WIC Staff
e. Provide any requested information specific to ITCA or New Hampshire implementation project to the QA Contractor to draft the IAPD Closeout document
f. Review of IAPD Closeout document as prepared by the MSC QA Contractor. Disseminate document to appropriate stakeholders and receive approval from ITCA and New Hampshire staff.
EXHIBIT C – MANAGEMENT PROPOSAL

A. Project Management (400 Points Maximum):

1. Description of the project management approach (100 points)
   Bidder must describe in detail how bidder will manage the project 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)
   a. 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)

   b. 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)

   c. Résumé(s) of the designated Project Manager(s) and any other staff who will be working on this project, showing years of experience with eWIC, other WIC MIS projects, project management and any applicable trainings or certifications related to project management. (125 points)

   d. 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 Bidder. ITCA employees may not be used as reference.
3. **Fiscal Capacity (150 points)**

   a. No “up front” funds are available through this contract. The Bidder would provide services, employ staff, pay claims, and perform all other work and ITCA and New Hampshire would reimburse after the Bidder 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 and New Hampshire 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 or New Hampshire determines that the Bidder has not demonstrated its financial stability, ITCA or New Hampshire may at their 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 and the State of New Hampshire. 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 and the State of New Hampshire 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**

<table>
<thead>
<tr>
<th>Deliverable Number</th>
<th>Deliverable Description</th>
<th>ITCA Cost</th>
<th>NH Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Management Plan including schedule and Work Plan</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Monthly Tasks</td>
<td></td>
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</tr>
<tr>
<td>3</td>
<td>MIS Enhancements</td>
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<td>4</td>
<td>Testing Activities</td>
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<td>5</td>
<td>Support of Pilot and Rollout</td>
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<td>6</td>
<td>Project Closeout</td>
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<tr>
<td></td>
<td><strong>Total Cost</strong></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
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 include in the award documents for
all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and
subcontracts) and that all sub-recipients shall certify and disclose accordingly.

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.

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 workplace.
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.