



**INTER TRIBAL COUNCIL OF ARIZONA**

**REQUEST FOR PROPOSAL**

**RFP WIC #23-01**

**PROJECT TITLE:** WIC Shopping Experience Improvement

**PROPOSAL DUE DATE:** December 2, 2022 3:00 P.M. MOUNTAIN STANDARD (ARIZONA) TIME

**EXPECTED PERIOD OF CONTRACT:** Tentatively January 9, 2023 – September 30, 2024

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 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
- Project Management
- Stakeholder communications (verbal and written)
- Document review
- WIC, especially related to the shopping experience
- Preferred: experience with WIC/EBT online shopping
- Focus group, interview and survey development, execution, and assessment of collected data
- Development of strategic or action plans

**B. Minimum Qualifications.**

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

1. The Project Manager for the Bidder must have at least five (5) years of experience for projects of similar size and scope.
2. At least three (3) years of WIC-related experience within the last five (5) years.

3. At least three (3) years of experience with qualitative and quantitative research and analysis within the last five (5) years.
4. WIC online shopping experience is strongly preferred for a 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	October 17, 2022
Questions Due from Bidders	November 4, 2022
ITCA Response to Questions	November 14, 2022
Proposal & References Due	December 2, 2022
Projected Date for Announcement of Apparently Successful Bidder	December 16, 2022
Projected Contract Start Date	January 9, 2023

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

Table of Contents

DEFINITIONS..... 5

1.1 PURPOSE ..... 6

1.2 BACKGROUND ..... 6

1.3 OBJECTIVE ..... 6

1.4 FUNDING ..... 7

1 GENERAL INFORMATION FOR BIDDERS..... 8

2.1 RFP COORDINATOR..... 8

2.2 BIDDER QUESTIONS & ITCA ANSWERS ..... 8

2.3 E-MAIL AND INTERNET COMMUNICATION..... 8

2.4 SUBMISSION OF PROPOSALS ..... 9

2.5 ALTERNATIVE PROPOSALS ..... 9

2.6 PUBLIC DISCLOSURE..... 9

2.7 PROPRIETARY AND CONFIDENTIAL INFORMATION ..... 9

2.8 INCORPORATION OF RFP AND PROPOSAL IN CONTRACT..... 10

2 PROPOSAL CONTENTS..... 10

3 PROPOSAL FORMAT ..... 11

4 GENERAL PROVISIONS ..... 11

5.1 COSTS OF PROPOSAL PREPARATION ..... 11

5.2 INSURANCE COVERAGE..... 11

5.3 RECEIPT OF INSUFFICIENT COMPETITIVE PROPOSALS/RESPONSES ..... 13

5.4 NON-RESPONSIVE PROPOSALS/WAIVER OF MINOR IRREGULARITIES ..... 13

5.5 RFP AMENDMENTS ..... 13

5.6 RIGHT TO REJECT ALL PROPOSALS ..... 13

5.7 AUTHORITY TO BIND ITCA..... 13

5.8 CONTRACT TERMS..... 13

5.9 AVAILABILITY OF FUNDS ..... 14

5.10 ELECTRONIC PAYMENT ..... 14

5 EVALUATION AND AWARD PROCEDURES..... 14

6.1 INFORMATION USED FOR EVALUATION ..... 14

6.2 EVALUATION STEPS..... 14

6.3 SCORING..... 15

6.4	ACTION ON EQUIVALENT SCORES.....	16
6.5	SELECTION OF THE APPARENTLY SUCCESSFUL BIDDER.....	16
6.6	NOTICE OF AWARD AND CONTRACT SIGNATURE.....	16
6.7	DEBRIEFING OF UNSUCCESSFUL BIDDERS .....	16
6	PROTEST PROCEDURES .....	17
	EXHIBITS.....	18
	EXHIBIT A - CERTIFICATIONS AND ASSURANCES.....	19
	EXHIBIT B – DRAFT STATEMENT OF WORK.....	20
	EXHIBIT C – MANAGEMENT PROPOSAL.....	23
	EXHIBIT D - COST PROPOSAL SHEET (200 possible points) .....	25
	EXHIBIT E - REQUIRED FEDERAL PROVISIONS.....	26

## 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 namely, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day National Navajo Code Talker Day (August 14<sup>th</sup>), Labor Day, Indian Day (4<sup>th</sup> 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.

**Day:** A calendar day, unless specifically stated otherwise.

**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.

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

**WIC Project Team:** Designated ITCA WIC staff.

**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.

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

**Project Manager:** The individual at the Bidder's organization that will be the primary contact with ITCA and primarily responsible for meeting the project deliverables and timelines.

**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.

**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.

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

**Stakeholders:** Groups of individuals involved in the ITCA WIC shopping process, including but not limited to: ITCA WIC clients, local agency staff, state agency staff, vendor employees and representatives, and wholesalers and/or distributors used by rural and remote vendors.

# **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 an evaluation of the WIC shopping experience that will inform the creation of **two** (2) implementation plans; one (1) to improve the shopping experience and one (1) to establish online shopping.

## **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 to moderate 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 has awarded non-competitive grants to WIC State agencies to complete projects aimed at enhancing the WIC shopping experience. The primary desired outcomes of these projects are increased usage of WIC benefits, an increase in consumer satisfaction, and/or an increase in participant access to vendors with an emphasis on online shopping.

ITCA WIC participation has steadily declined from close to 9,000 in 2015 to less than 7,000 in 2021. Overall, participants are redeeming less of their benefits. Over the past 3 years, the average utilization rate has been below 50%. Issues at the store, lack of transportation and a limited number of vendors remain a common theme in client satisfaction surveys and for technical support calls from local agencies. Additionally, WIC vendors consistently report WIC shoppers not knowing how to use their WIC benefits. Enhancing the WIC shopping experience may be helpful in increasing client satisfaction with the program, increasing benefit utilization, and retaining clients.

The WIC shopping experience is informed by ITCA state-level policy, training and education at the vendor and participant levels, and the store procurement processes. Efforts have been made to modernize the shopping experience. ITCA WIC implemented an Electronic Benefits Transfer (EBT) system in 2016 and self-checkout in 2020. The WIC Shopper app, available to clients after EBT implementation, provides personalized information in regards to approved foods and reminders to purchase unused benefits, among other useful information. Automated benefit utilization reminders are also sent via text and call. WIC authorized vendors are required to send at least one representative to participate in annual training. Local agency staff provide education to clients on items they can purchase, authorized vendors locations, and how to use their eWIC cards. There are known challenges in regards to training and education of participants and vendor staff; maintaining an up-to-date and complete Authorized Product List; and ongoing supply issues, especially for small, rural vendors.

Moreover, USDA-FNS has awarded a cooperative agreement grant to the Gretchen Swanson Center for Nutrition (GSCN) in 2020 to support the implement of online ordering for WIC. Online ordering has recently gained popularity, especially in light of the COVID pandemic and social distancing, as a convenient and time-saving option that could improve benefit redemption and overall client satisfaction. ITCA WIC has not yet begun the planning process for implementation of online ordering.

### **1.3 OBJECTIVE**

The objective of this RFP is to select a contractor to manage the project, create and execute data collection and analysis, and create *two* (2) implementation plans; one (1) to improve the shopping experience and one (1) to establish online shopping. The Contractor shall create project plans, deliverables, and processes, provide recommendations, and track progress of implementation as applicable. The Contractor shall help ensure that the project remains on schedule, within scope and budget.

#### **Tasks and Responsibilities**

The Contractor will interface with stakeholders and the WIC Project Team. Below is a basic list of tasks and responsibilities for the Contractor.

- Project management plan and activities
- Risk management
- Evaluation and analysis plan for assessing the shopping experience
- Evaluation of needs and logistics for ITCA WIC online ordering
- Summary report and implementation plan for projects related to improving the shopping experience and online ordering
- Additional Efforts (if requested)

#### **Implementation Schedule**

The implementation schedule in this RFP is estimated; final schedules will be determined after the contract is finalized.

- WIC Shopping Project Kick-off: March-April 2023
- Report on evaluation findings and recommendations: March-April 2024
- Implementation plan for online ordering: June-July 2024
- Apply for Funding Years 2-3 from USDA-FNS, if funds available: August-September 2024

### **1.4 FUNDING**

It is the intent of ITCA 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 ITCA.

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 ITCA.

## 2 GENERAL INFORMATION FOR BIDDERS

### 2.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in ITCA for this procurement. Proposals must be emailed to the RFP Coordinator listed below.

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

<b>Name</b>	Verna Monenerkit , <b>RFP Coordinator</b> <b>Office Manager</b>
<b>E-Mail Address</b>	<b>Verna.monenerkit@itcaonline.com</b>

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](http://www.itcaonline.com). Individual notification from the RFP 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 must use e-mail communication for any communication required in this RFP. ITCA will communicate with you utilizing the same method. You may **not** send your proposal or protest by facsimile or mail.



ITCA does not take responsibility for any problems with e-mail delivery either within or outside ITCA.

## **2.4 SUBMISSION OF PROPOSALS**

The proposal, must be received 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 email address noted in Section 2.1. The subject line should include the RFP number and title.

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 proposal, the Bidder acknowledges this obligation. The Bidder acknowledges that ITCA will have no obligation or liability to the Bidder 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 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:

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. Company/Individual name, Legal Status of Organization, Federal Tax Identification number, street address, city, state, zip code, telephone number, and website. Information for person with signing authority (name, title, signature) and Primary Contact (name, title, phone number, email).
  - b. 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.
  - c. 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.
  - d. 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 copy of the CERTIFICATIONS AND ASSURANCES, Exhibit A, signed by a person authorized to bind your organization to a contract.
5. A detailed list (including page numbers) of any materials marked as "Proprietary/Confidential".
6. Your proposal in response to the TECHNICAL PROPOSAL AND QUALIFICATIONS AND EXPERIENCE SPECIFICATIONS, Exhibit C.
7. Completed Cost Proposal Sheet, Exhibit D.

## 4 PROPOSAL FORMAT

1. Use standard 8.5" x 11" layout with a white background. A font size of 11 points or larger shall be used. All pages must be consecutively numbered, starting with page 1. 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. Submit your Technical and Cost Proposals separately and in pdf format. State your organization's name on the first page of all copies of your Cost Proposals. Your Letter of Submittal will serve as the first page of your Technical Proposal.
3. Write your proposal in the order given in the 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.
4. 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 Bidder's responsibility to ensure all of the pages are included in all of the copies and all pages are numbered.

## 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 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 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 a 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).

Contract is not available for review before award.

## **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' proposal (Technical Proposal, Qualifications and Experience and Cost Proposal). 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 TECHNICAL AND QUALIFICATIONS AND EXPERIENCE (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 TECHNICAL AND QUALIFICATIONS AND EXPERIENCE (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 ITCA 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 proposal by the evaluation team. The distribution of points for each proposal section is provided in the table below.

Preliminary Score Requirements/Criteria	Maximum Score
Technical Proposal	400
Qualifications and Experience	400
Cost	200

**6.3.1 TECHNICAL PROPOSAL AND QUALIFICATIONS AND EXPERIENCE POINTS**

The average reviewer scores for the Technical Proposal and Qualifications and Experience sections are used as 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 Technical Proposal 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 proposal 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](mailto: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 – TECHNICAL AND QUALIFICATIONS AND EXPERIENCE SPECIFICATIONS

D – COST PROPOSAL SHEET

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

### **1) Deliverable No. 1 – Project Plan**

- a) The Contactor must provide a draft project plan for the WIC Project Team to evaluate within sixty (60) days of contract execution. The plan must include but is not limited to:
  - i) Communication plan
  - ii) Quality assurance and risk management plan
  - iii) Tasks to meet deliverables with deadlines
  - iv) Stakeholders involved
  - v) Timelines
  - vi) Specific tasks
  - vii) Milestones
- b) The draft plan must be finalized within thirty (30) days of the kick-off meeting.
- c) The Contractor shall use an integrated project schedule to track the completion of tasks, deliverables and milestones for project support staff and contractors.

*Deliverable Acceptance Criteria: The Project Plan includes appropriate detail and all items listed above, as well as a project schedule developed in MS project that includes start and end dates for each task for all stakeholders. The project plan fits within project timeline.*

### **2) Deliverable No. 2 – Meetings and Status Reports**

- a) The Contractor must organize a project kick-off meeting to review the draft Project Plan.
- b) The Contractor shall meet weekly with the WIC Project Team. Contractor responsibilities include but are not limited to:
  - i) scheduling and facilitating meetings and
  - ii) providing agendas and meeting minutes
- c) The Contractor shall submit monthly written Status Reports that include at a minimum:
  - i) overall project status
  - ii) tasks and decisions 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
  - v) status or risks and identification of any new risks, and
  - vi) any outstanding tasks with a suggested implementation plan

*Deliverable Acceptance Criteria: All meetings include an agenda provided at least three business days prior to the meeting and minutes are received within one business day of the meeting. Minutes include action items and who is responsible for tasks. The Status Reports includes all items listed above and is received by the 5<sup>th</sup> business day of the month following the month the report covers.*

### **3) Deliverable No. 3 – Completion of Stakeholder Assessments and Review of Literature**

- a) Gather and analyze stakeholder input on the WIC shopping experience and potential improvements, including online shopping. Data collection must include:

- i) a mix of qualitative and quantitative methods,
  - ii) sampling strategies,
  - iii) target participation numbers,
  - iv) a description of the methodology used to analyze the data, and
  - v) a consideration of strengths, weaknesses, concerns, and opportunities within the shopping process.
- b) Complete a review of relevant literature, including:
- i) The Gretchen Swanson Center for Nutrition Blueprint for WIC Online Ordering Projects.
  - ii) solutions utilized by other WIC state agencies and stakeholders to address shopping-related concerns. These should include but not be limited to creative collaborations, best practices, policies, software, and technology that can be pursued to enhance the WIC shopping experience in the short term and long term.

*Deliverable Acceptance Criteria: Surveys, interviews and/or focus groups are conducted with an adequate sample of each relevant stakeholder group to obtain meaningful results. The data gathered is combined with information from a thorough literature review to inform the Summary Reports and Implementation Plans noted in Deliverables No. 4 and No. 5.*

**4) Deliverable No. 4 – Summary Report and Implementation Plan: ITCA WIC Shopping Experience**

- a) The Contractor shall provide a Summary Report of the literature review and stakeholder assessments as relates to the ITCA WIC Shopping Experience (See Deliverable No.3).
- b) The report will include an implementation plan of short-and long-term solutions. The solutions will be prioritized based on a mix of ease of execution and potential impact and reach. Solutions will include estimated costs, resources needed and timeline.
- c) The Contractor will identify potential stores to pilot proposed solutions.
- d) The Contractor shall provide a presentation of the report and implementation plan to ITCA State and Local Agency staff.

*Deliverable Acceptance Criteria: The Summary Report describes the data collection and analysis methodologies and results of the analysis using graphical representations. The Implementation Plan includes time lines, prioritized options, costs of implementation and resources needed for improving the ITCA WIC Shopping experience.*

**5) Deliverable No. 5 – Summary Report and Implementation Plan: ITCA WIC Online Shopping**

- a) The Contractor shall provide a Summary Report of the literature review and stakeholder assessments as related to WIC online shopping (See deliverable No. 3).
- b) The report shall contain an implementation plan for ITCA WIC online shopping that will include but not be limited to:
  - i) implementation steps
  - ii) identification of at least one ITCA WIC authorized vendor to serve as the pilot store
  - iii) technology needs and potential contractors
  - iv) supply chain considerations
  - v) marketing and education for ITCA WIC clients

*Deliverable Acceptance Criteria: The Summary Report includes information gathered from stakeholders and the results of the review of the Blueprint for WIC Online Ordering. The*

Implementation Plan includes specific tasks needed, time lines, costs of implementation and resources needed.

**6) Deliverable No. 6 – Grant Application**

- a) The Contractor shall draft the funding request for USDA funding for years 2 and/or 3 to implement the ITCA WIC Online Shopping Implementation Plan and/or highest-priority actions in the ITCA WIC Shopping Experience Implementation Plans.

Deliverable Acceptance Criteria: The funding request is submitted to the ITCA WIC Project team at least twenty-one (21) days prior to the deadline for submission, and a final draft ten (10) days prior. The submission includes all required information and documents required (excluding the standard forms for signature).

**7) Deliverable No. 7 – Additional Efforts (if needed)**

- a) At the direction of ITCA WIC, the Contractor shall be available to participate in any other activities related to assessment and planning for WIC shopping improvement and online shopping projects.
- b) If such request is made, the 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 – TECHNICAL PROPOSAL AND QUALIFICATIONS AND EXPERIENCE

### A. Technical Proposal (400 Points Maximum):

#### 1. Description of the approach (100 points)

Bidder must describe in detail how Bidder will manage the project deliverables 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 key staff member(s), working on the project that demonstrate the Bidder's ability to complete the work (See Minimum Requirements for Bidding (B) Minimum Requirements). This section should describe how the designated key staff member(s) meets the mandatory and desired requirements. One person must be identified as the Project Manager. 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 project management, quantitative and qualitative analysis, and working with WIC. Include any applicable trainings or certifications. (125 points)
- c. Description of staff experience on WIC online shopping or other vendor-related WIC 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 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**

<b>Deliverable Number</b>	<b>Deliverable Description</b>	<b>Total Cost</b>
1	Project Plan	
2	Meetings and Status Reports	
3	Completion of Stakeholder Assessments and Review of Literature	
4	Summary Report and Implementation Plan: ITCA WIC Shopping Experience	
5	Summary Report and Implementation Plan: ITCA WIC Online Shopping	
6	Grant Application	
7	Additional Efforts (if needed)	
	<b>Total Cost</b>	

## EXHIBIT E - 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 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.
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.