

ALABAMA DEPARTMENT OF PUBLIC HEALTH

REQUEST FOR PROPOSAL (RFP)

for

**WIC Electronic Benefits Transfer (EBT) Implementation
Quality Assurance Services**

March 20, 2017

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1 INTRODUCTION

1.1 Background

WIC is the Special Supplemental Nutrition Program for Women, Infants and Children funded by the United States Department of Agriculture (USDA), Food and Nutrition Services (FNS). The mission of the WIC Program is to improve the health and nutritional status of women, infants, and children during critical times of growth and development. In Alabama, WIC services are provided in the local county health departments and administered by the Alabama Department of Public Health (ADPH), hereinafter referred to as the Department, and some private local agencies. Alabama currently operates a retail delivery system utilizing a paper-based system to issue food instruments (FIs) and cash-value vouchers (CVVs). FIs specify the types and quantities of authorized foods allowed for purchase. CVVs specify the exact dollar amount of fresh fruits and vegetables allowed for purchase. The Alabama WIC Program currently contracts with CSC Covansys to process issued FIs and CVVs.

Recognizing the many challenges that exist with a paper-based delivery system, Alabama began exploring the use of electronic benefits transfer (EBT) to deliver WIC program benefits. The process of writing WIC FIs to an electronic online file or a card that has an integrated circuit chip (ICC) is known as e-WIC. The card is issued to the participant upon certification at the clinic. The food prescription is either entered into the Management Information System (MIS) and sent to the EBT host processor or written directly to the ICC on the card. Participants are issued the card and they must establish their unique Personal Identification Number (PIN) for identification to activate the card. Delivering benefits to WIC participants electronically is more cost effective and results in fewer errors for retailers, as well as overall improvements in program management than the current paper-based system.

Recognizing the value of e-WIC, the Federal Government issued a mandate as part of The Healthy, Hunger-Free Kids Act of 2010 that each State agency must implement an EBT system throughout the State by October 1, 2020. Prior to the issuance of this mandate, the ADPH WIC program applied for and received funding to complete an e-WIC Feasibility Study. Alabama's completed Feasibility Study and Cost Benefit Analysis received USDA FNS approval in 2012. The Feasibility Study includes a detailed overview of the paper-based system, detailed descriptions of the four alternatives, a cost benefit analysis, and the proposed solution for the State of Alabama. Alabama submitted their Implementation Advance Planning Document (IAPD) on September 11, 2014 and received FNS approval on February 2, 2015.

Alabama is a member of the Crossroads Consortium State Agency Model (SAM) which was formed in 2006 by the USDA. Alabama, North Carolina, Virginia, and West Virginia were selected to be the Consortium members with North Carolina being the lead state. Crossroads is one of three USDA funded SAM systems tasked with creating a WIC MIS. Crossroads is an EBT-ready WIC MIS. Crossroads has e-WIC features that are needed to directly interface with an EBT system. Alabama plans to implement e-WIC using Crossroads MIS.

1.2 Purpose

The purpose of this Request for Proposal (RFP) is to provide the Department with Quality Assurance (QA) services either corporately or by and through a corporate alliance. The purpose of the QA services is to promote a successful implementation of online e-WIC in Alabama by building quality functions into each phase of the project lifecycle and by providing quality checks on each deliverable. The vendor shall provide specialized knowledge and expertise in Quality Management and Monitoring processes including Quality Planning, Quality Assurance, Management, and Compliance, as applicable to the e-WIC project management and services implementation in a government environment. The vendor shall provide regular oral and written assessments, recommendations, and reports on the attributes and variables (e.g., cost, schedule, scope, quality, accuracy, completeness, timeliness, and consistency of deliverables) on the WIC EBT project to include proactive, preventive measures to assist in problem identification and resolution.

1.3 Contract Duration

The Department intends to enter into a contract with an estimated effective period of September 11, 2017 through January 31, 2019.

1.4 Letter of Intent to Propose

Vendors intending to submit a proposal for this RFP must submit a *Letter of Intent to Propose*, as outlined in Attachment 10.1 of this document, to the RFP Coordinator at the address in paragraph 4.1, no later than **5:00 PM Central Standard Time, on April 3, 2017**. An e-mail version of the Letter of Intent is acceptable.

Questions and comments on the RFP can be submitted to the RFP Coordinator at any time prior to **5:00 PM Central Standard Time, on April 3, 2017**. Questions and comments **must** be submitted via e-mail. A listing of these questions and/or comments and corresponding answers will be distributed through electronic transmission (e-mail) to all vendors submitting a *Letter of Intent to Propose*. **The questions and answers document will be distributed no later than 5:00 PM Central Standard Time, on April 12, 2017.**

1.5 Proposal Deadline

Proposals must be received no later than 5:00 PM Central Standard Time May 19, 2017. Proposers shall respond to the RFP including any exhibits, attachments, or amendments. A Proposer's failure to submit a hard copy of its proposal as required before the deadline may cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The Department assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the Department. Late proposals will not be accepted nor shall additional time be granted to any potential Proposer. Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

1.6 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Department's contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Alabama constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Department or in the employment practices of the Department's contractors. Upon request all vendors entering into contracts with the Department shall be required to show proof of such nondiscrimination and to post notices of nondiscrimination in conspicuous places, available to all employees and applicants.

2 RFP SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the Department's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m., Central Standard Time.

	EVENT	DATE
1	Department: Release RFP	March 20, 2017
2	Vendors: Deadline for submission of Letters of Intent to Propose and Questions and Comments	April 3, 2017
3	Department: Questions, comments, and answers distributed	April 12, 2017
4	Vendor: Deadline for Submitting a Proposal	May 19, 2017
5	Department: Completes Evaluations	May 30, 2017
6	Winning Contractor Selected	May 30, 2017

7	Vendor: Begin Contract Process Department: Begin Contract Processing within ADPH	June 6, 2017
8	Contract Award/Start Work	September 11, 2017
9	Notification sent to Unsuccessful Proposers	September 11, 2017

The Department reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided via e-mail to all vendors submitting a *Letter of Intent to Propose*.

3 STATEMENT OF WORK

The Department expects the awarded Vendor to review and utilize the information contained in the Alabama WIC EBT Feasibility Study and the Alabama WIC Implementation Advance Planning Document (IAPD). The Alabama WIC EBT Feasibility Study and the Alabama WIC IAPD contain important background information relevant to the implementation of EBT. The Vendor must orient themselves to all relevant aspects of the Crossroads System including, but not limited to, documentation relating to the functional requirements associated with EBT as the Crossroads system will be the MIS utilized by the Department upon WIC EBT implementation. It is expected that the Vendor will perform all deliverables in accordance with federal regulations outlined in USDA FNS WIC EBT Operating Rules and WIC EBT Technical Implementation Guide. The Department expects the Vendor to execute all documents in accordance with federal requirements and state regulations to ensure the approval of deliverables by Federal and State entities. The Vendor will be required to report on the status of the deliverables in accordance with the terms of the RFP and the Department contract.

3.1. Deliverables

3.1.1. Task One – Project Quality Assurance

3.1.1.1. Quality Assurance Monitoring Plan

The Vendor shall submit a detailed Quality Assurance Monitoring Plan (QAMP) that addresses the deliverables outlined in this document. The final plan must be approved by the Bureau of Family Health Services, Division of WIC and the EBT project manager prior to beginning work. It is the expectation of the Department that the Vendor will provide a detailed schedule for producing all deliverables. The due date for the QAMP will be ten (10) business days following award of the contract.

The QAMP shall include, at a minimum, the following:

- a. A list of each task associated with the deliverables outlined in this section of the RFP.
- b. Critical path tasks.
- c. Provide appropriate updates to the QAMP to coordinate with the e-WIC Processor's work plan.
- d. As appropriate, the QAMP shall be updated to coordinate with activities and progress of the e-WIC Processor, as reflected in the Processor's approved project work plan.
- e. A list of the vendor's staff assigned to each task with details of responsibilities for each task. The work plan must also identify other staff, including Department staff, and the responsibilities of each staff member listed.
- f. An identified project manager responsible for the project.
- g. State personnel resource assignment needs.
- h. Detailed budget.
- i. Demonstrate through an appropriate format the ongoing tracking of and the percentage of completion for each task and subtask. Any deviations from the timeline must be reflected in the work plan and adjustments made to the work plan based on deviations. Vendor shall provide a written report on a weekly basis, in a format approved by the Department, as to the status of each task. Vendor shall communicate with the Department every two weeks to verbally report and discuss the status of each task.

3.1.1.2. Project Orientation

The Vendor will participate in an orientation session with Department WIC, IT staff, and the e-WIC Service Provider, as well as any other applicable stakeholders. The orientation will be scheduled following submission and approval of the Vendor's Quality Assurance Monitoring Plan. The orientation session will be held at the State WIC Office and vendor staff will be on-site and available to address any questions from audience members. The orientation session is to ensure that all stakeholders present have a clear understanding of the required expectations and a project overview.

The orientation session must include, at a minimum, the following:

- a. The goals and objectives of the session for Quality Assurance aspects including any training materials to be utilized during the session.
- b. A project overview that includes presentation of the Quality Assurance Monitoring Plan. The overview of the work plan shall include staff responsibilities and expectations.
- c. A detailed overview of the processes involved with implementing an e-WIC solution.
- d. A final report to be delivered within five (5) business days that documents completion of the session and relevant updates as a result of discussions held during the orientation session.

3.1.1.3. Project Planning

The Vendor shall participate in strategy meetings, Joint Application Design ("JAD") sessions, project planning meetings, system definition activities, and other meetings as instructed by the Department. The Vendor will be responsible for advising the e-WIC project team in the areas of functional and technical design, test and acceptance strategies, conversion and implementation planning, and end user documentation and training.

Activities must include at a minimum:

- a. Participation in weekly project team meetings.
- b. Participation in FNS-State calls/meetings.
- c. Updating QA project documents.
- d. Participation in the WIC EBT Technical Documents call.

3.1.1.4. Progress Reporting

The Vendor will submit a weekly progress report that outlines the progress to date of the project. The report will include activities completed as well as upcoming tasks. Reports must identify any barriers and plans to address these barriers. Reports must be in a format approved by the Department. The Department may elect to extend the reports to every two (2) weeks, if activity levels do not support the need for weekly reports. The Vendor shall ensure the Department is meeting all Federal reporting requirements and will assist the EBT Project Manager in developing progress reports for FNS USDA.

The progress reports shall include, at a minimum, the following items:

- a. All tasks accomplished, incomplete, or behind schedule from the previous reporting period (with reasons given for those behind schedule).
- b. All tasks planned for the next reporting period.
- c. An updated status of tasks (entered into the Project Plan and attached to the Status Report - e.g., percent completed, resources assigned to tasks, etc.).
- d. The status of any corrective actions undertaken.
- e. The status of the project's technical progress and achievements to date.
- f. Risk management activities.
- g. Unresolved issues.
- h. Requirements to resolve unresolved issues.
- i. Action items.
- j. Problems.
- k. Significant changes to Vendor's organization or method of operation, to the project management team, or to the deliverable schedule where applicable.
- l. Contractual obligations.
- m. Updated QA project documents.

3.1.1.5. Project Repository

The Vendor shall provide, establish, and maintain a web-based central repository for all e-WIC project deliverables along with documentation and other related materials. The repository design shall allow for controlled access and shall include security safeguards to prevent unauthorized access. The Vendor will obtain Department approval before access is granted to any personnel of the Department, the Vendor, or the e-WIC Processor. The Department shall retain ownership of any and all materials stored on the site.

3.1.2. Task 2 – e-WIC Processor Scope of Work Assistance

3.1.2.1. The Vendor shall assist, if needed, in the preparation of the Department’s interaction with FNS related to e-WIC Services to include the e-WIC Processor’s tasks and deliverables.

3.1.2.2. Upon request, the Vendor may serve in a consultant role to assist the Department in its review of certain tasks and requirements that are provided in the e-WIC Processor’s scope of work to include addressing any FNS questions or concerns.

3.1.3. Task 3 – Quality Assurance/Risk Management and Change Management Plans

3.1.3.1. QA Risk Management Plan

The Vendor shall develop a Quality Assurance Risk Management Plan, which may be adjusted to ensure consistency with the e-WIC Processor’s Risk Management Plan.

The QA Risk Management Plan shall:

- a. Identify potential risks associated with the implementation of the e-WIC system and include a risk mitigation analysis.
- b. Identify a methodology to monitor all e-WIC Processor project objectives, milestones, critical and non-critical events and critical success factors.
- c. Outline strategies for ensuring that the e-WIC Processor meets critical deadlines, and identify contingency strategies should critical deadlines not be met.
- d. Include a methodology to evaluate the e-WIC Processor’s retail integration plans, Point of Sale (POS) specifications, retail interface and certification plans and specifications.
- e. Include a methodology to evaluate the e-WIC Processor’s configuration management and change control methods.
- f. Include a methodology to ensure that the e-WIC system is in compliance with all applicable standards, requirements, specifications and FNS regulations.

3.1.3.2. Change Management Plan

The Vendor shall develop and maintain a plan for managing and coordinating proposed changes relating to the e-WIC project among the Department, the Department’s MIS support, and the e-WIC Processor.

The plan shall define a process that ensures changes are reviewed, prioritized, and evaluated in a coordinated and timely manner.

3.1.4. Task 4 –Assessment of State Readiness

3.1.4.1. The Vendor shall perform a thorough review of all state plans, policies, procedures, and activities related to the implementation of the e-WIC project.

3.1.4.2. Readiness Assessment - The Vendor shall review the current e-WIC project status and environment and provide an assessment for transitioning from the planning phase to the implementation phase. The assessment shall include, at a minimum, a technology review, retailer capability assessment, and a clinic readiness assessment.

3.1.4.3. Business Rules and Methodology Assessment - The Vendor shall review and evaluate the established methodology, business requirements, and technical requirements for EBT systems, validate requirements against business rules, and validate traceability to e-WIC project documents.

3.1.4.4. The Vendor shall provide reports of the findings of all reviews and recommend changes, if any.

3.1.5. Task 5 –e-WIC Processor Documentation Reviews

3.1.5.1. The Vendor shall review all deliverables and other documentation provided by the e-WIC Processor to ensure that the materials are complete, clear, current, and compatible with each other and with FNS requirements and guidelines for EBT systems.

e-WIC Processor deliverables to be reviewed shall include but not be limited to the following:

- a. e-WIC Processor Project Work Plan
- b. Risk Management Plan
- c. Requirements Document
- d. Detailed System Design
- e. Functional Design
- f. Interface Design
- g. Telecommunications Design
- h. Test Plans and Scripts
- i. Operations Manual
- j. Settlement and Reconciliation Manual
- k. Training Plans and Materials (State, Clinic, Retailer, Train-the-Trainer and User Acceptance Testing (UAT), including training methodologies, scope and schedule)
- l. Retailer Enablement and Readiness Plan
- m. Retailer Certification Plan and Test Scripts
- n. Pilot and Rollout Implementation Plans
- o. Continuity of Business Plan
- p. Disaster Recovery Plan
- q. Security Plan

3.1.5.2. The Vendor shall provide a written assessment for each plan and provide recommendations for acceptance, changes or improvement.

3.1.5.3. Unless mutually agreed upon by the Alabama EBT Project Manager and Vendor, each written assessment is due to the Alabama EBT Project Manager within one week or less, as indicated in the e-WIC Processor approved project schedule.

3.1.6. Task 6 –e-WIC Processor Activity Reviews

3.1.6.1. System Design

The Vendor shall monitor the e-WIC Processor’s activities to verify that adequate progress is being made in accordance with the approved e-WIC Processor work plan.

The Vendor shall also verify that all design and development efforts are following defined and approved process standards and that requirements are on schedule.

The Vendor, in conjunction with the e-WIC Processor and the Department, shall evaluate the processing capacity of the e-WIC system and verify that the processing capacity meets all service level requirements.

3.1.6.2. Testing

The Vendor shall evaluate the environment, tools, and procedures proposed for e-WIC system testing and for the UAT.

The Vendor shall review and assess the ability of the test process to:

- a. Achieve the proposed level of test coverage.
- b. Provide relevant and verifiable test results.
- c. Test the correct system configuration.
- d. Interface with e-WIC Service Provider and MIS Crossroads.

The Vendor shall verify that the proposed test scripts adequately assess the system’s technical and performance requirements for the element being tested. If not, the Vendor shall develop and provide additional test scripts.

The Vendor shall document their findings and recommendations resulting from this evaluation.

Note: If there is more than one UAT session, this deliverable is deemed complete after the final technical results report and certification of readiness have been accepted by the Department.

3.1.6.3. Retailer and Third Party Processor (TPP) Certification

The Vendor shall evaluate the environment, tools, and procedures proposed for use by the e-WIC Processor for retailer system certification.

The Vendor shall review and confirm that the proposed level of test coverage for code, connectivity and all other requirements will be verified by the proposed retailer system certification process.

The Vendor shall provide written assessments upon the completion of each of the reviews described above. The assessment shall include recommendations for acceptance, changes, or improvements to the effort being reviewed.

3.1.7. Task 7 – OPTIONAL TASK - Retailer Certification

The Vendor shall propose an optional cost for Retailer Certifications. The services, at a minimum, that may be requested are provided below:

- a. The Vendor shall perform new system certifications. These certifications could include Level I Certifications (Commercial Level – Functional Demonstration) and Level II Certifications (Retailer Level – System Functionality and Performance). We anticipate conducting Level I/II Certifications at up to ten (10) stores.
- b. The Vendor shall perform re-certifications of existing WIC EBT Systems. This re-certification would include a determination of whether the system change required a re-certification and, if so, the level of certification required (Level I or Level II).
- c. The Vendor shall coordinate all retailer and TPP certification activities in conjunction with designated State staff. This effort shall include communications between the e-WIC Processor, retailers, TPP's, and FNS regarding retailer certification activities, handling logistics for on-site certification testing, and coordinating the test schedule for Alabama.
- d. The Vendor shall review and evaluate the outcomes of each retailer and TPP certification.
- e. The Vendor shall provide a written report of its evaluations to the Project Manager with the results, along with recommendations to correct any deficiencies.
- f. Vendor to include a not-to-exceed cost for up to ten (10) certifications. For pricing assumptions five (5) certifications should assume a Level I certification and five certifications should be assumed to be Level II certifications. Vendor will be paid per certification.

3.1.8. Task 8 - QA Pilot Oversight

3.1.8.1. Pilot Readiness Assessment

- 3.1.8.1.1.** The Vendor shall assist the Department with pilot planning activities, including recommendations about retailer and local agency communications, leading up to the pilot kick-off.
- 3.1.8.1.2.** The Vendor shall complete on-site reviews at clinic pilot site(s) to ensure readiness for pilot implementation. This review must include a review of the physical layout and clinic flow, equipment in place, and staff readiness.
- 3.1.8.1.3.** The Vendor shall provide oversight in facilitating integration, resolving any technical challenges, and provide oversight to assure retailers are certified to redeem WIC benefits electronically.
- 3.1.8.1.4.** The Vendor shall develop an evaluation plan for assessing the progress of the pilot sites and determining results.
- 3.1.8.1.5.** The Vendor shall review the e-WIC Processor's plans for installation, training, help desk support and pilot operation. The Vendor shall report its findings in a Pilot Test Evaluation Report to be submitted to the Alabama EBT Project Manager.
- 3.1.8.1.6.** The Vendor shall develop an EBT readiness checklist for clinics and an EBT readiness checklist for retailers. The checklists are due to Alabama WIC no later than 30 days prior to pilot implementation.

3.1.8.1.7. The Vendor shall submit a written report to the EBT Project Manager evaluating the plans and verifying the readiness of the clinics and retailers.

3.1.8.2. Pilot Support

3.1.8.2.1. The Vendor shall provide on-site support during the first two (2) weeks of the pilot. The Vendor shall provide at least one (1) staff member to monitor each local agency involved in the pilot. The Department reserves the right to extend the on-site presence should circumstances warrant.

3.1.8.2.2. The Vendor's staff will monitor the pilot region and visit pilot-area WIC clinics and retailers to provide support and assess the success of the pilot.

3.1.8.2.3. The Vendor shall provide a written report to the Project Manager of findings that require improvement along with recommendations on how to improve. The report is due within ten (10) days of the completion of the on-site support.

3.1.8.3. Pilot Evaluation

3.1.8.3.1. Utilize the evaluation plan developed to review and assess that an appropriate level of coverage was achieved by the pilot process, that pilot results are verified and satisfactory, and that the pilot results are appropriately documented. The Vendor shall review the outcomes of pilot operations and make recommendations for any changes to the plan for implementation.

3.1.8.3.2. The Vendor shall deliver a written report to the EBT Project Manager verifying the results of the pilot, illustrating any areas that need improvement, and making recommendations for full implementation. This report shall serve, after approval by the Department, as the official Pilot Evaluation required by and submitted to FNS.

3.1.8.3.3. These evaluations shall be due no later than ten (10) days after pilot completion or as indicated in the approved e-WIC project work plan. It is anticipated that this effort will begin prior to the end of the pilot.

3.1.9. Task 9 –Rollout Assessment

3.1.9.1. Rollout Plans

3.1.9.1.1. The Vendor shall evaluate the preparations (clinic, retailer, etc.) for the rollout, including assessments of staff preparation and training, data conversion (transfer of data from the MIS to the EBT host), on-site activities, and installation of software and hardware, as appropriate. The Contractor shall make recommendations for improvements/changes based on the Pilot Evaluation (see paragraph 3.1.8.3 above).

3.1.9.1.2. The Vendor shall provide a written report to the EBT Project Manager evaluating the readiness and include recommendations for changes necessary in light of lessons learned from the pilot.

3.1.9.2. Rollout Activities

3.1.9.2.1. The Vendor shall assess and provide oversight throughout the full rollout.

3.1.9.2.2. The Vendor shall provide on-site support during the first week of the first rollout. The Vendor shall provide at least one (1) staff member to monitor each rollout. The Department reserves the right to increase and/or extend the on-site presence should circumstances warrant.

3.1.9.2.3. The Vendor shall provide a written report to the EBT Project Manager of findings that require improvement and recommendations on how to improve. The report is due within ten (10) days of the completion of the on-site support.

3.1.10. Task 10 – Additional Efforts

At the direction of the Department, the Vendor shall be available to participate in any other activities related to implementation of the e-WIC project.

If such a request is made, the Vendor 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.

The Vendor shall include an hourly rate for these additional services. The service rate will be applicable during normal business hours.

3.2 Deliverable Acceptance Requirements

The Vendor shall submit deliverables in draft form to the State WIC Office and the EBT Project Manager as outlined in the approved Work Plan. All deliverables are subject to the approval of Department management, the State WIC Director, and the EBT Project Manager. If a deliverable is returned to the Vendor, recommended changes will be clearly outlined. The Vendor will be responsible for consulting with appropriate Department staff regarding such recommendations and for resubmitting the discussed changes for final approval. As this project is federally funded, deliverables may require review and approval by the USDA FNS as such deliverables will not be considered complete until the Department receives final approval from USDA FNS. There are other deliverables, such as procurement documents, that have to meet State requirements in addition to USDA FNS guidelines. These deliverables will not be considered complete until reviewed and approved by the appropriate State authorities and USDA FNS. On an ongoing basis, the Vendor will provide the EBT Project Manager with drafts of deliverables for Department input and discussion. It is expected that the Vendor shall provide technical assistance when WIC staff are expected to present these deliverables to Department management, policy makers, or any State and federal official.

Each deliverable must be signed off by the identified Project Manager of the Vendor before being submitted to the Department for approval. The EBT Project Manager will receive the deliverable for routing and Department approval. The Department will be allowed, at a minimum, ten (10) business days for deliverable review and comments. Such review periods will depend on the size and complexity of the deliverable. If the deliverable is to be reviewed and/or approved by additional authorities, including FNS, additional time for review will be required. If changes are required, the deliverable shall be returned to the Vendor with the required changes documented. The Vendor must make the required changes and return the deliverable within three (3) business days to the Department. The review and revision process must be repeated until all changes are incorporated and approved by Department Management and the EBT Project Manager. If the Vendor disagrees with the required changes, the issue shall be reviewed by the State WIC Director for final resolution. The deliverable is considered accepted when all signatories have signed off on the deliverable. When deliverables are formally accepted the Vendor will be notified in writing by the EBT Project Manager.

In addition, the Vendor must meet the following requirements regarding deliverable acceptance:

- a) All deliverables and documents shall be submitted on time per the approved Work Plan.
- b) All documents shall be submitted in the formats proposed in response to this RFP and the format shall be approved by the EBT Project Manager.
- c) All deliverables shall be prepared or executed as defined in the approved Work Plan.
- d) All documents shall follow the formal acceptance process.
- e) Status meetings, which may be conducted via conference call, shall occur every other week with the EBT Project Manager.
- f) The Vendor shall participate as requested in Department EBT project meetings. Participation includes providing any requested materials and making presentations as requested.

4 GENERAL REQUIREMENTS AND INFORMATION

4.1 RFP Coordinator

The main point of contact for this RFP shall be Damon Shaw, who shall, hereinafter, be referred to as the RFP Coordinator. His email address is Damon.Shaw@adph.state.al.us, and his physical working address is:

Alabama Department of Public Health
Attn: WIC – Damon Shaw
201 Monroe Street, Suite 1300
Montgomery, AL 36104

4.2 RFP Name

The Department has assigned the following RFP identification name of **Request for Proposals for WIC Electronic Benefits Transfer (EBT) Implementation Quality Assurances Services** and the short name

of **RFP for EBT Quality Assurance Services**, which should be referenced in all communications regarding the RFP.

4.3 Communications Regarding the RFP

- 4.3.1 Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator. Unauthorized contact regarding the RFP with other Department employees may result in disqualification.
- 4.3.2 All communications to the RFP Coordinator should be made via e-mail at the e-mail address noted in Section 4.1. Any oral communications shall be considered unofficial and non-binding on the Department. Submitted comments, including questions and requests for clarification, must cite the RFP name, RFP for EBT Quality Assurance Services. The RFP Coordinator must receive any questions or requests via e-mail by the deadline specified in the RFP Schedule of Events.
- 4.3.3 The Department shall e-mail its written responses to the written questions/comments to all vendors submitting a Letter of Intent to Propose.

4.4 Required Review and Waiver of Objections by Proposers

Proposers should carefully review this RFP and all attachments, including but not limited to the *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP must be made via e-mail and received by the RFP Coordinator no later than **5:00 PM Central Standard Time, on April 3, 2017**. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the Department, in writing, by this deadline.

4.5 Proposal Submittal

One (1) original and seven (7) copies of the Technical/Management document and one (1) original and two (2) copies of the Cost/Price document shall be submitted to the Department in two (2) separate envelopes. These envelopes should be clearly marked “**Technical/Management Response to RFP for EBT Quality — DO NOT OPEN**” and “**Cost/Price Response to RFP for EBT Quality —DO NOT OPEN.**”

Please ensure that the Proposer’s company name appears on the exterior of all sealed packages and containers. The Cost/Price document copies shall be sealed together and mailed separately from the other documents.

All proposals must be submitted to the RFP Coordinator at:

Alabama Department of Public Health
Attn: WIC – Damon Shaw
201 Monroe Street, Suite 1300
Montgomery, AL 36104

Proposals must be received by 5:00 PM Central Standard Time, on May 19, 2017. Submissions not meeting this deadline will not be considered.

4.6 Proposal Preparation Costs

The Department shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

4.7 Proposal Withdrawal

Vendors may withdraw a submitted proposal at any time. To withdraw a proposal, the Vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the Vendor may submit another proposal at any time up to the deadline for submitting proposals.

4.8 Proposal Amendment

The Department shall not accept any amendments, revisions, or alterations to proposals after the deadline for Proposal submittal, unless such is formally requested, in writing, by the Department.

4.9 Proposal Errors

Proposers are liable for all errors or omissions contained in their proposals. Proposers will not be allowed to alter proposal documents after the deadline for submitting a proposal.

4.10 Incorrect Proposal Information

If the Department determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal may be determined non-responsive, and the proposal will be rejected.

4.11 Prohibition of Proposer Terms and Conditions

A Proposer may **not** submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the Department, at its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.12 Assignment and Subcontracting

4.12.1 The Vendor may not transfer or assign any portion of the contract without prior, written approval from the Department.

4.12.2 The Vendor may not use subcontractors without prior, written approval from the Department.

4.12.3 For purposes of this RFP, the Department defines "subcontract" as any form of agreement, verbal or written, with another company or individual, for that company or individual to act as an agent to identify, locate, contact, or in any other way facilitate the prime contractor's efforts to provide a candidate(s) to be assigned to information technology positions with the Department. "Partnerships" or "Joint Ventures" that achieve substantially the same effect must also have approval from the Department.

4.13 Right to Refuse Personnel

The Department reserves the right to refuse, at its sole discretion, any personnel provided by the contractor. The Contractor must sign the E-Verify Affidavit (See Attachment 10.5).

4.14 Proposal of Alternate Services

Proposals of alternate services (*i.e.*, proposals that offer something different from that requested by the RFP) shall be considered non-responsive and rejected.

4.15 Proposal of Additional Services

If a Proposer indicates an offer of services in addition to those required and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the Department.

The cost for any such additional services must be incorporated into the required cost amount(s) provided in the Proposer's Response, so that all proposals may be equitably evaluated. The Proposer shall not propose unrequested rates as separate, additional rates for additional services.

4.15.1 A proposal shall be disqualified and rejected by the Department if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a Department employee, or any competitor.

4.15.2 The Proposer is prohibited from submitting more than one proposal. Submittal of more than one proposal shall result in the disqualification of the Proposer.

4.15.3 Should any such prohibited action stated above (see 4.15.1 and 4.15.2) be detected at any time during the term of the contract, such action shall be considered a material breach and grounds for contract termination.

4.16 Insurance

The apparent successful Proposer may be required to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the Department may, at its sole discretion, require the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance as required by law. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the Department shall be in form and substance acceptable to the Department.

4.17 Licensure

Before a contract pursuant to this RFP is signed, the Contractor must hold all necessary and applicable business and professional licenses. The Department may require any or all Proposers to submit evidence of proper licensure.

4.18 Conflict of Interest and Proposal Restrictions

4.18.1 By submitting a proposal, the Proposer certifies that no amount shall be paid directly or indirectly to an employee or official of the State of Alabama as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP. Act 2001-955 requires an Alabama Disclosure Statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. See Attachment 10.2 to locate the required Disclosure Statement information.

Notwithstanding this restriction, nothing in this RFP shall be construed to prohibit a state agency or other governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.

4.18.2 State agencies shall not contract with an individual who is a state employee or an individual who within the past two (2) years has been a state employee in a position of authority. A position of authority is defined as a position with control or significant influence over hiring, firing, budgets, and/or contracts. An individual shall be deemed a state employee until such time as all salary, termination pay, and compensations representing annual or compensatory leave have been paid by the State. A contract with a company in which a controlling interest is held by a state employee shall be considered to be a contract with said individual and shall be prohibited.

4.19 RFP Amendment and Cancellation

The Department reserves the unilateral right to amend this RFP in writing at any time. The Department also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued, it shall be provided via e-mail to all vendors submitting a *Letter of Intent to Propose*. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

4.20 Right of Rejection

4.20.1 The Department reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

4.20.2 Any proposal received that does not meet the requirements of this RFP may be considered to be non-responsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable federal and state laws and regulations. The Department may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

4.20.3 Proposers may not restrict the rights of the Department or otherwise qualify their proposals. If a Proposer does so, the Department may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.20.4 The Department reserves the right, at its sole discretion, to waive variances in a Proposer's Response, provided such action is in the best interest of the Department. Where the Department waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor variance, the Department may hold any Proposer to strict compliance with the RFP.

4.21 Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of the Alabama Department of Public Health. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information and trade secrets, shall be held in confidence. Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be disposed of in accordance with Departmental regulations.

4.22 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of the Department and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

5 MINIMAL QUALIFICATIONS

Vendor must have a minimum of three (3) years service, within the past five (5) years, with a state or local public health agency/department or other organization performing quality assurance services for EBT. These qualifications will be outlined in Section 6.2.2.

6 PROPOSAL FORMAT AND CONTENT

6.1 General Proposal Requirements

- 6.1.1 The Department discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
- 6.1.2 Proposers must follow all formats and address all portions of the RFP set forth herein, providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the Department's information requirements.
- 6.1.3 Proposers shall divide their responses to this RFP into a Technical/Management document and a Cost document and submit them in accordance with this Section of the RFP by the deadline for submitting a proposal in the RFP Schedule of Events.
- 6.1.4 Proposers must respond to every subsection below. Proposers must label each response to RFP requirements with the section and subsection numbers associated with the subject requirement in this RFP (*e.g.*, the response to the third requirement of the Proposal Transmittal Letter would be labeled 6.2.1.3).

Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the Department's sole discretion, result in the rejection of the proposal.

Proposals must not contain extraneous information. All information presented in a Proposal must be relevant to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

- 6.1.5 Proposals shall be prepared on standard 8 ½" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All Proposal pages must be numbered.
- 6.1.6 The cost document and pricing information shall not be included in the Technical/Management document. Inclusion of the Cost Proposal in the Technical/Management document may make the Proposal non-responsive and the Proposal may be rejected.

6.2 Technical/Management Document

The Technical/Management document shall be divided into the following:

- I. Transmittal Letter

II. Organizational Information

- A. Corporate Experience/Past Performance
- B. Qualifications of Proposed Personnel

If a proposal fails to detail and address each of the requirements detailed herein, the Department may determine the proposal to be non-responsive and reject it.

6.2.1 **Proposal Transmittal Letter** – This section consists of a written transmittal and offer of the proposal in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to subparagraphs 6.2.1.1 through 6.2.1.8, in sequence, and the required corresponding documentation should be attached. The requirements of the Proposal Transmittal Letter section of the proposal are mandatory. Any proposal that does not meet the requirements or provide all required documentation may be considered non-responsive, and the proposal may be rejected.

6.2.1.1 The letter shall provide the complete name, the Social Security Number or EIN number of the individual, the legal entity name, and the Vendor Tax Identification Number of the firm making the proposal. An IRS W-9 should be attached.

6.2.1.2 The letter shall provide the name, mailing address, e-mail address, and telephone number of the person that the Department should contact regarding the proposal.

6.2.1.3 The letter shall state whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (*e.g.*, employment by the State of Alabama) and, if so, the nature of that conflict. The Department reserves the right to cancel an award if any interest disclosed from any source could give either the appearance of a conflict of interest or cause speculation as to the objectivity of the Proposer. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the Department. A Disclosure Form should be attached (Attachment 10.2).

6.2.1.4 Written confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the *pro forma* contract in Section Eight (8) and Section Nine (9) of this RFP. (Note: If the proposal fails to provide said confirmation without exception or qualification, the Department, at its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal will be rejected.)

6.2.1.5 The letter shall state that the proposal remains valid for at least 180 days subsequent to the date of the Proposal Submission deadline and thereafter in accordance with any resulting contract between the Proposer and the Department.

6.2.1.6 The letter shall be signed by a company officer empowered to bind the proposing Vendor to the provisions of this RFP and any contract awarded pursuant to it.

6.2.1.7 Using Attachment 10.3 (Certification of Compliance), the Proposer shall provide written certification and assurance of the Proposer's compliance with:

- The laws of the State of Alabama;
- Title VI of the federal Civil Rights Act of 1964;
- The Equal Employment Opportunity Act and the regulations issued therewith by the federal government;
- The Americans with Disabilities Act of 1990 and the regulations issued therewith by the federal government;
- The condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and
- The condition that no amount shall be paid directly or indirectly to an employee or official of the State of Alabama as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

6.2.1.8 The Proposal Transmittal Letter and all attachments should not exceed ten (10) pages.

6.2.2 **Organizational Information**

6.2.2.1 Corporate Experience/Past Performance – The proposal shall provide the following information (referencing the subsections in sequence) to evidence the Proposer’s qualifications to deliver the services required by this RFP. Any proposal which does not provide all required documentation may be considered non-responsive, and the proposal may be rejected. The proposal shall provide the following information (referencing the subsections in sequence):

6.2.2.1.1 Proposer’s credentials - A brief, descriptive statement indicating the Proposer’s credentials to successfully deliver EBT Consulting Services. Said statement shall include the following:

6.2.2.1.1.1 A brief description of the Proposer’s background and organizational history as it relates to EBT Consulting Services,

6.2.2.1.1.2 The number of years that the proposer has been in business,

6.2.2.1.1.3 A brief statement of how long the Proposer has been performing consulting services for EBT,

6.2.2.1.1.4 The location of the proposer’s offices,

6.2.2.1.1.5 An organizational profile including: number of staff assigned to development, implementation and support of EBT Consulting Services, longevity of employees and client base, and

6.2.2.1.1.6 The Proposer’s form of business entity (i.e., Individual, Sole Proprietor, Corporation, Non-Profit Corporation, Limited Liability Company, et cetera) and a financial statement for the latest fiscal year.

6.2.2.1.2 Proposer Experience – The Proposer shall address the following areas detailing the corporate experience, which the Vendor intends to provide to the Department if chosen for contract award. This section should be written in narrative form and address all points as outlined below.

6.2.2.1.2.1 The Proposer shall provide a detailed statement cataloging previous experience with providing EBT Consulting Services and preparing EBT documents, especially for state and local public health agencies. State and local public health experience will be considered favorably. This statement should describe any previous contractual arrangements with public health agencies or departments and other organizations and list contacts that are able to verify the caliber of the previous work.

6.2.2.1.2.2 The Proposer should outline and explain their knowledge of writing EBT documents, submitting documents for federal approval, and implementing EBT.

6.2.2.1.2.3 The Proposer shall outline and explain their Project Management strategy including customer sign-offs and a typical project plan.

6.2.2.1.2.4 Three references of government agencies or companies for which projects similar to this one have been successfully accomplished within the last five (5) years. Each reference should include specifics relative to what was done and a point of contact with telephone number or e-mail address.

6.2.2.1.3 Corporate Experience/Past Performance should not exceed twenty (20) pages, including attachments.

6.2.2.2 Qualifications of Proposed Personnel

6.2.2.2.1 Include a one (1) to two (2) page resume for each consulting professional proposed for the contract. Each resume should include the education, training, experience and certifications required. Each resume should include the qualifications of the staff intended to be used to accomplish the goals and objectives of this project, including a project manager. Include a matrix for the tasks to be accomplished so that it is clear how each proposed professional will be used over the term of the contract.

6.2.2.2.2 Qualifications of Proposed Personnel should not exceed twenty (20) pages, including attachments.

6.3 Cost/Price Document

- 6.3.1 The Proposer shall submit a cost proposal for each deliverable as outlined in section three (3) of this document. The proposer must include any and all cost that they wish to have included in the contract with the Department. The cost proposal should also include the optional Task 7 Retailer Certification outlined in Section 3.1.7. The cost for optional Task 7 will reflect one certification and be determined by the number needed. Said proposed price shall incorporate all direct and indirect costs for completing the deliverables. Including travel expenses, labor, per diem, overhead, and any other costs related to the deliverable when determining the proposed cost.
- 6.3.2 The submitted cost shall include all personnel required to complete each deliverable. The Proposer shall indicate key personnel in each task by name, their role or responsibility, billing rate, and the number of hours required to complete the task.
- 6.3.3 There is no page limit for the cost/price document.
- 6.3.4 The cost proposal shall be submitted in the following format:

Cost Proposal			
Deliverable Number	Deliverable Description	Time (Hours)	Cost
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
Total			

7 EVALUATION AND VENDOR SELECTION

7.1 Proposal Evaluation Categories

The criteria that shall be considered in the evaluation of proposals are Management Information, Organizational Information, and Cost/Price, as delineated in Section 6 of this RFP. These areas will be evaluated using a numerical scoring system by an evaluation committee comprised of Department staff.

A Proposer's failure to provide information, to demonstrate sufficient qualifications in each area, or to address consistent patterns of negative performance in any area will disqualify the Proposer.

Evaluation Criteria	Points
Corporate Experience/Past Performance with management of EBT development and EBT project quality assurance. (The proposal outlines previous EBT experience and demonstrates knowledge of EBT. The proposal should include a list of previous contracts that verify EBT experience and the caliber of the previous work.)	25
Corporate Experience/Past Performance working with state WIC agencies. (Proposal describes experience working with WIC agencies to develop requirement specifications and implementation activities for EBT. Proposal demonstrates the capability to identify EBT requirements specific to the State's needs. Experience with a state or local WIC agency/department will be considered favorable as this project effects service delivery.)	15
Qualifications of Proposed Personnel (Proposal demonstrates through the submittal of resumes that the staff identified to complete the deliverables outlined in this RFP are qualified. The staffing plan identifies that key staff have the qualifications and experience working with EBT and state agencies.)	20
The plan, methodology, processes, and schedule for completion are appropriate to address project deliverables. (Schedule demonstrates that deliverables can be successfully achieved within the contract period. Plan demonstrates a clear understanding of the deliverables and expectations outlined in the RFP.)	25
Management/Procedures ensure that the services will be properly performed. (Proposal demonstrates that the organization has identified adequate and appropriate project management staff to assign to this project to ensure delivery of services and address any issues that may arise. Proposal demonstrates that the organization has policies and procedures in place to ensure that all tasks outlined in the deliverables will be completed successfully. Proposal demonstrates how the organization will address any changes or loss in staff.)	15
Total	100

7.2 Proposal Evaluation Process

- 7.2.1 The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based upon the evaluation criteria, including but not limited to cost. The evaluation will result in a "Best Value" determination, not a "lowest price" determination such as a *lowest price/technically acceptable* determination. It is also possible for a winning proposal to have the highest price evaluated; conversely, it is possible for a winning proposal to have the lowest price evaluated as long as management, technical, and past performance factors are evaluated as able to fulfill the need of the Department and provide the best value.
- 7.2.2 The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. The Proposal Evaluation Committee comprised of Department employees shall be responsible for evaluating proposals.
- 7.2.3 All proposals shall be reviewed by the RFP Coordinator to determine compliance with proposal administrative requirements as specified in this RFP (See Attachment 10.4, Proposal Compliance Checklist). The Proposal Evaluation Committee shall review each proposal to determine:

- 1) if it meets requirements;
 - 2) if the Department shall request clarification(s) or correction(s); or
 - 3) if the Department shall determine the proposal non-responsive and reject it.
- 7.2.4 The Proposal Evaluation Committee shall evaluate responsive proposals. At least three committee members shall score each proposal. The evaluation scoring shall use the pre-established evaluation criteria set out in Section 7.1 of this RFP.
- 7.2.5 The Department reserves the right, at its sole discretion, to request clarifications of Proposer Qualifications and to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the Proposal Evaluation Committee. If held, the discussion shall be after an initial evaluation of the Proposer Qualifications. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.
- 7.2.6 Evaluation of the Cost/Price portion of the proposal will be to assess the total amount relative to what is proposed in the Management document and to compare total amounts among proposers, both with a view toward getting the best value.

7.3 Contract Award Process

- 7.3.1 The Proposal Evaluation Committee shall forward results from the proposal evaluation process to the State Health Officer, who will make the final selection of the winning Vendor. The State Health Officer may use verifiable information elsewhere obtained to assist in the source selection decision.
- 7.3.2 The Department reserves the right to make an award without further discussion of any proposal submitted. There may not be any best and final offer procedure. Therefore, each proposal should be initially submitted on the most favorable terms that the Vendor can offer. If substantive negotiations (more than clarifications) are conducted with any Proposer, they will be conducted with all Proposers in the competitive range.
- 7.3.3 After the evaluation of proposals and final consideration of all pertinent information available, the Department shall notify all Proposers of their status. The notice shall not create rights, interests, or claims of entitlement in the apparent best-evaluated Proposer or any Vendor.
- 7.3.4 The apparent best evaluated Proposer shall be prepared to enter into a contract with the Department, which shall be substantially the same as the *pro forma* contract included in Section Nine (9) of this RFP. Notwithstanding, the Department reserves the right to add terms and conditions, deemed to be in the best interest of the Department, during final contract negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations.
- 7.3.5 Contractor Registration — Proposers need not be registered with the state to make a proposal. However, the service provider to whom the Department makes a contract award should be registered as required by the Department of Finance prior to Contract Award.
- 7.3.6 If a Proposer fails to register with the State as a service provider, as required by the Department of Finance, within five (5) calendar days of final contract negotiations, the Department may determine, at its sole discretion, that the Proposer is non-responsive to the terms of this RFP.
- If a Proposer fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within five (5) calendar days of its delivery to the Proposer, the Department may determine, at its sole discretion, that the Proposer is non-responsive to the terms of this RFP, reject the proposal, and open final contract negotiations with the next best evaluated Proposer.
- 7.3.7 Contract award shall be subject to the contract approval of all appropriate State officials in accordance with applicable state laws and regulations.

8 STANDARD CONTRACT INFORMATION

8.1 Contract Approval

The RFP and the vendor selection processes do **not** obligate the Department and do **not** create rights, interests, or claims of entitlement in the apparent best-evaluated Proposers or any Vendor. Contract award and Department obligations pursuant thereto shall commence **only** after the contract is signed by the State Health Officer **and** all other State officials, as required by state laws and regulations to establish a legally binding contract **and** the Contractor.

8.2 Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions Section of the final contract.

No payment shall be made until the contract is approved as required by state laws and regulations. Under no condition shall the Department be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract **or** before contract approval by State officials as required by applicable statutes and rules of the State of Alabama.

8.3 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal shall be incorporated into the final contract. If a conflict arises between the language of the RFP, the successful proposal, and the contract, the language of the contract controls.

8.4 Contract Monitoring

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the Department. The Department may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the Department may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the Department requires such an inspection, the Contractor shall provide reasonable access and assistance.

8.5 Contract Amendment

During the course of this contract, the Department may request the Contractor to perform additional work for which the Contractor would be compensated. Additional work shall be within the general scope of this RFP. In such instances, the Department shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's Proposal to this RFP. If the Department and the Contractor reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the State Health Officer **and** must be approved by other State officials as required by state laws and regulations. The Contractor shall **not** commence additional work until the Department has issued a written contract amendment and secured **all** required approvals.

9 PRO FORMA CONTRACT

The *pro forma* contract (provided in the following pages) contains capitalized, bracketed, and underlined items that shall be replaced with the appropriate information in the final contract.

**CONTRACT BETWEEN
THE ALABAMA DEPARTMENT OF PUBLIC HEALTH
AND
VENDOR NAME**

This Contract entered into by and between **The Alabama Department of Public Health**, hereinafter “**Department**”, and (Vendor) hereinafter “**Contractor**”, is effective September 11, 2017 through January 31, 2019.

WHEREAS, the purposes of the Contract are to provide consulting services in support of Electronic Benefit Transfer (EBT) delivery system implementation in the Bureau of Family Health Services, Division of Women, Infants, and Children (WIC) and

WHEREAS, Funding for activities performed under this Contract was provided by the Alabama Department of Public Health, Bureau of Family Health Services, Division of Women, Infants, and Children (WIC), through a cooperative agreement with the United States Department of Agriculture Food and Nutrition Service, being grant number WIC EBT Project, WIEBT 14-AL-01 for budget period October 1, 2016 – September 30, 2017. The program was authorized through the following Acts: Public Law 112-10.

WHEREAS, this Contract is entered into following a request for proposal in accordance with Code of Ala. 1975 § 41-16-72 and following a competitive process.

WHEREAS, the Contractor will fully comply with the request for proposal, Contractor’s proposal, Department’s acceptance thereof and the plan or scope of work, which are herein incorporated by reference.

NOW THEREFORE, in consideration of the mutual covenants herein below specified, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties herein agree to the following:

Contractor will fully comply with the request for proposal, Contractor’s proposal, Department’s acceptance thereof and the plan or scope of work, a copy of which is attached hereto and incorporated herein by reference when required.

The Contractor shall:

The Department expects the awarded Vendor to review and utilize the information contained in the Alabama WIC EBT Feasibility Study and the Alabama WIC Implementation Advance Planning Document (IAPD). The Alabama WIC EBT Feasibility Study and the Alabama WIC IAPD contain important background information relevant to the implementation of EBT. The Vendor must orient themselves to all relevant aspects of the Crossroads System including, but not limited to, documentation relating to the functional requirements associated with EBT as the Crossroads system will be the MIS utilized by the Department upon WIC EBT implementation. It is expected that the Vendor will perform all deliverables in accordance with federal regulations outlined in USDA FNS WIC EBT Operating Rules and WIC EBT Technical Implementation Guide. The Department expects the Vendor to execute all documents in accordance with federal requirements and state regulations to ensure the approval of deliverables by Federal and State entities. The Vendor will be required to report on the status of the deliverables in accordance with the terms of the RFP and the Department contract.

CONTRACTOR DELIVERABLES –

1. Task One – Project Quality Assurance

Quality Assurance Monitoring Plan

The Vendor shall submit a detailed Quality Assurance Monitoring Plan (QAMP) that addresses the deliverables outlined in this document. The final plan must be approved by the Bureau of Family Health Services, Division of WIC and the EBT project manager prior to beginning work. It is the expectation of the Department that the Vendor will provide a detailed schedule for producing all deliverables. The due date for the Quality Assurance Monitoring Plan will be ten (10) business days following award of the contract.

The QAMP shall include, at a minimum, the following:

- a. A list of each task associated with the deliverables outlined in this section of the RFP.
- b. Critical path tasks.
- c. Provide appropriate updates to the QAMP to coordinate with the e-WIC Processor's work plan.
- d. As appropriate, the QAMP shall be updated to coordinate with activities and progress of the e-WIC Processor, as reflected in the Processor's approved project work plan.
- e. A list of the vendor's staff assigned to each task with details of responsibilities for each task. The work plan must also identify other staff, including Department staff, and the responsibilities of each staff member listed.
- f. An identified project manager responsible for the project.
- g. State personnel resource assignment needs.
- h. Detailed budget.
- i. Demonstrate through an appropriate format the ongoing tracking of and the percentage of completion for each task and subtask. Any deviations from the timeline must be reflected in the work plan and adjustments made to the work plan based on deviations. Vendor shall provide a written report on a weekly basis, in a format approved by the Department, as to the status of each task. Vendor shall communicate with the Department every two weeks to verbally report and discuss the status of each task.

Project Orientation

The Vendor will participate in an orientation session with Department WIC, IT staff, and the e-WIC Service Provider, as well as any other applicable stakeholders. The orientation will be scheduled following submission and approval of the Vendor's Quality Assurance Monitoring Plan. The orientation session will be held at the State WIC Office and vendor staff will be on-site and available to address any questions from audience members. The orientation session is to ensure that all stakeholders present have a clear understanding of the required expectations and a project overview.

The orientation session must include, at a minimum, the following:

- a. The goals and objectives of the session for Quality Assurance aspects including any training materials to be utilized during the session.
- b. A project overview that includes presentation of the Quality Assurance Monitoring Plan. The overview of the work plan shall include staff responsibilities and expectations.
- c. A detailed overview of the processes involved with implementing an e-WIC solution.
- d. A final report to be delivered within five (5) business days that documents completion of the session and relevant updates as a result of discussions held during the orientation session.

Project Planning

The vendor shall participate in strategy meetings, Joint Application Design ("JAD") sessions, project planning meetings, system definition activities, and other meetings as instructed by the State. The vendor will be responsible for advising the e-WIC project team in the areas of functional and technical design, test and acceptance strategies, conversion and implementation planning, and end user documentation and training.

Activities must include at a minimum:

- a. Participation in weekly project team meetings
- b. Participation in FNS-State calls/meetings
- c. Updating QA project documents
- d. Participation in the WIC EBT Technical Documents call

Progress Reporting

The Vendor will submit a weekly progress report that outlines the progress to date of the project. The report will include activities completed as well as upcoming tasks. Reports must identify any barriers and plans to address these barriers. Reports must be in a format approved by the Department. The Department may elect to extend the reports to every two (2) weeks, if activity levels do not support the need for weekly reports. The Vendor shall ensure the Department is meeting all Federal reporting requirements and will assist the EBT Project Manager in developing progress reports for FNS USDA.

The progress reports shall include, at a minimum, the following items:

- a. All tasks accomplished, incomplete, or behind schedule from the previous reporting period (with reasons given for those behind schedule).
- b. All tasks planned for the next reporting period.
- c. An updated status of tasks (entered into the Project Plan and attached to the Status Report - e.g., percent completed, resources assigned to tasks, etc.).
- d. The status of any corrective actions undertaken.
- e. The status of the project's technical progress and achievements to date.
- f. Risk management activities.
- g. Unresolved issues.
- h. Requirements to resolve unresolved issues.
- i. Action items.
- j. Problems.
- k. Significant changes to Vendor's organization or method of operation, to the project management team, or to the deliverable schedule where applicable.
- l. Contractual obligations.
- m. Updated QA project documents.

Project Repository

The Vendor shall provide, establish, and maintain a web-based central repository for all e-WIC project deliverables along with documentation and other related materials. The repository design shall allow for controlled access and shall include security safeguards to prevent unauthorized access. The Vendor will obtain Department approval before access is granted to any personnel of the Department, the Vendor, or the e-WIC Processor. The Department shall retain ownership of any and all materials stored on the site.

Task 2 – e-WIC Processor Scope of Work Assistance

The Vendor shall assist, if needed, in the preparation of the Department's interaction with FNS related to e-WIC Services to include the e-WIC Processor's tasks and deliverables.

Upon request, the Vendor may serve in a consultant role to assist the Department in its review of certain tasks and requirements that are provided in the e-WIC Processor's scope of work to include addressing any FNS questions or concerns.

Task 3 – Quality Assurance/Risk Management and Change Management Plans

QA Risk Management Plan

The Vendor shall develop a Quality Assurance Risk Management Plan, which may be adjusted to ensure consistency with the e-WIC Processor's Risk Management Plan.

The QA Risk Management Plan shall:

- a. Identify potential risks associated with the implementation of the e-WIC system and include a risk mitigation analysis.
- b. Identify a methodology to monitor all e-WIC Processor project objectives, milestones, critical and non-critical events and critical success factors.
- c. Outline strategies for ensuring that the e-WIC Processor meets critical deadlines and identify contingency strategies should critical deadlines not be met.
- d. Include a methodology to evaluate the e-WIC Processor's retail integration plans, Point of Sale (POS) specifications, retail interface and certification plans and specifications.
- e. Include a methodology to evaluate the e-WIC Processor's configuration management and change control methods.
- f. Include a methodology to ensure that the e-WIC system is in compliance with all applicable standards, requirements, specifications and FNS regulations.

Change Management Plan

The Vendor shall develop and maintain a plan for managing and coordinating proposed changes relating to the e-WIC project among the Department, the Department's MIS support, and the e-WIC Processor.

The plan shall define a process that ensures changes are reviewed, prioritized, and evaluated in a coordinated and timely manner.

Task 4 –Assessment of State Readiness

The Vendor shall perform a thorough review of all Department plans, policies, procedures, and activities related to the implementation of the e-WIC project.

Readiness Assessment - The Vendor shall review the current e-WIC project status and environment and provide an assessment for transitioning from the planning phase to the implementation phase. The assessment shall include, at a minimum, a technology review, retailer capability assessment, and a clinic readiness assessment.

Business Rules and Methodology Assessment - The Vendor shall review and evaluate the established methodology, business requirements, and technical requirements for EBT systems, validate requirements against business rules, and validate traceability to e-WIC project documents.

The Vendor shall provide reports of the findings of all reviews and recommend changes, if any.

Task 5 –e-WIC Processor Documentation Reviews

The Vendor shall review all deliverables and other documentation provided by the e-WIC Processor to ensure that the materials are complete, clear, current, and compatible with each other and with FNS requirements and guidelines for EBT systems.

e-WIC Processor deliverables to be reviewed shall include but not be limited to the following:

- a. e-WIC Processor Project Work Plan
- b. Risk Management Plan
- c. Requirements Document
- d. Detailed System Design
- e. Functional Design
- f. Interface Design
- g. Telecommunications Design
- h. Test Plans and Scripts
- i. Operations Manual
- j. Settlement and Reconciliation Manual
- k. Training Plans and Materials (State, Clinic, Retailer, Train-the-Trainer and User Acceptance Testing (UAT), including training methodologies, scope and schedule)
- l. Retailer Enablement and Readiness Plan
- m. Retailer Certification Plan and Test Scripts
- n. Pilot and Rollout Implementation Plans
- o. Continuity of Business Plan
- p. Disaster Recovery Plan
- q. Security Plan

The Vendor shall provide a written assessment for each plan and provide recommendations for acceptance, changes or improvement.

Unless mutually agreed upon by the Alabama EBT Project Manager and Vendor, each written assessment is due to the Alabama EBT Project Manager within one week or less, as indicated in the e-WIC Processor approved project schedule.

Task 6 –e-WIC Processor Activity Reviews

System Design

The Vendor shall monitor the e-WIC Processor’s activities to verify that adequate progress is being made in accordance with the approved e-WIC Processor work plan.

The Vendor shall also verify that all design and development efforts are following defined and approved process standards and that requirements are on schedule.

The Vendor, in conjunction with the e-WIC Processor and the State, shall evaluate the processing capacity of the e-WIC system and verify that the processing capacity meets all service level requirements.

Testing

The Vendor shall evaluate the environment, tools, and procedures proposed for e-WIC system testing and for the UAT.

The Vendor shall review and assess the ability of the test process to:

- a. Achieve the proposed level of test coverage;
- b. Provide relevant and verifiable test results; and
- c. Test the correct system configuration.
- d. Interface with e-WIC Service Provider and MIS Crossroads.

The Vendor shall verify that the proposed test scripts adequately assess the system’s technical and performance requirements for the element being tested. If not, the Vendor shall develop and provide additional test scripts.

The Vendor shall document their findings and recommendations resulting from this evaluation.

Note: If there is more than one UAT session, this deliverable is deemed complete after the final technical results report and certification of readiness have been accepted by the State.

Retailer and Third Party Processor (TPP) Certification

The Vendor shall evaluate the environment, tools, and procedures proposed for use by the e-WIC Processor for retailer system certification.

The Vendor shall review and confirm that the proposed level of test coverage for code, connectivity, and all other requirements will be verified by the proposed retailer system certification process.

The Vendor shall provide written assessments upon the completion of each of the reviews described above. The assessment shall include recommendations for acceptance, changes, or improvements to the effort being reviewed.

Task 7 – OPTIONAL TASK - Retailer Certification

The Vendor shall propose an optional cost for Retailer Certifications. The services, at a minimum, that may be requested are provided below:

- a. The Vendor shall perform new system certifications. These certifications could include Level I Certifications (Commercial Level – Functional Demonstration) and Level II Certifications (Retailer Level – System Functionality and Performance). We anticipate conducting Level I/II Certifications at up to ten (10) stores.
- b. The Vendor shall perform re-certifications of existing WIC EBT Systems. This re-certification would include a determination of whether the system change required a re-certification and, if so, the level of certification required (Level I or Level II).
- c. The Vendor shall coordinate all retailer and TPP certification activities in conjunction with designated State staff. This effort shall include communications between the e-WIC Processor, retailers, TPP’s, and FNS regarding retailer certification activities, handling logistics for on-site certification testing, and coordinating the test schedule for Alabama.
- d. The Vendor shall review and evaluate the outcomes of each retailer and TPP certification.

- e. The Vendor shall provide a written report of its evaluations to the Project Manager with the results, along with recommendations to correct any deficiencies.
- f. Vendor to include a not-to-exceed cost for up to ten (10) certifications. For pricing assumptions five (5) certifications should assume a Level I certification and five certifications should be assumed to be Level II certifications. Vendor will be paid per certification.

Task 8 - QA Pilot Oversight

Pilot Readiness Assessment

The Vendor shall assist the Department with pilot planning activities, including recommendations about retailer and local agency communications, leading up to the pilot kick-off.

The Vendor shall complete on-site reviews at clinic pilot site(s) to ensure readiness for pilot implementation. This review must include a review of the physical layout and clinic flow, equipment in place, and staff readiness.

The Vendor shall provide oversight in facilitating integration, resolving any technical challenges, and provide oversight to assure retailers are certified to redeem WIC benefits electronically.

The Vendor shall develop an evaluation plan for assessing the progress of the pilot sites and determining results.

The Vendor shall review the e-WIC Processor's plans for installation, training, help desk support and pilot operation. The Vendor shall report its findings in a Pilot Test Evaluation Report to be submitted to the Alabama EBT Project Manager.

The Vendor shall develop an EBT readiness checklist for clinics and an EBT readiness checklist for retailers. The checklists are due to Alabama WIC no later than 30 days prior to pilot implementation. The Vendor shall submit a written report to the Project Manager evaluating the plans and verifying the readiness of the clinics and retailers.

Pilot Support

The Vendor shall provide on-site support during the first two (2) weeks of the pilot. The Vendor shall provide at least one (1) staff member to monitor each local agency involved in the pilot. The Department reserves the right to extend the on-site presence should circumstances warrant.

The Vendor's staff will monitor the pilot region and visit pilot-area WIC clinics and retailers to provide support and assess the success of the pilot.

The Vendor shall provide a written report to the Project Manager of findings that require improvement along with recommendations on how to improve. The report is due within ten (10) days of the completion of the on-site support.

Pilot Evaluation

Utilize the evaluation plan developed to review and assess that an appropriate level of coverage was achieved by the pilot process, that pilot results are verified and satisfactory, and that the pilot results are appropriately documented. The Vendor shall review the outcomes of pilot operations and make recommendations for any changes to the plan for implementation.

The Vendor shall deliver a written report to the Project Manager verifying the results of the pilot, illustrating any areas that need improvement, and making recommendations for full implementation. This report shall serve, after approval by the Department, as the official Pilot Evaluation required by and submitted to FNS.

These evaluations shall be due no later than ten (10) days after pilot completion or as indicated in the approved e-WIC project work plan. It is anticipated that this effort will begin prior to the end of the pilot.

Task 9 –Rollout Assessment

Rollout Plans

The Vendor shall evaluate the preparations (clinic, retailer, etc.) for the rollout, including assessments of staff preparation and training, data conversion (transfer of data from the MIS to the EBT host), on-site activities, and installation of software and hardware, as appropriate. The Contractor shall make recommendations for improvements/changes based on the Pilot Evaluation (see paragraph 3.1.8.3 above).

The Vendor shall provide a written report to the Project Manager evaluating the readiness and include recommendations for changes necessary in light of lessons learned from the pilot.

Rollout Activities

The Vendor shall assess and provide oversight throughout the full rollout.

The Vendor shall provide on-site support during the first week of the first rollout. The Vendor shall provide at least one (1) staff member to monitor each rollout. The Department reserves the right to increase and/or extend the on-site presence should circumstances warrant.

The Vendor shall provide a written report to the Project Manager of findings that require improvement and recommendations on how to improve. The report is due within ten days of the completion of the on-site support.

Task 10 – Additional Efforts

At the direction of the Department, the Vendor shall be available to participate in any other activities related to implementation of the e-WIC project.

If such a request is made, the Vendor 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.

The Vendor shall include an hourly rate for these additional services. The service rate will be applicable during normal business hours.

PERSONNEL

The Contractor shall provide the skilled personnel as proposed in the RFP response. The Department will approve the personnel assigned initially and replacement personnel if necessary; provided such approval shall not be unreasonably withheld or delayed.

PAYMENTS

Contractor shall submit monthly invoices to the Department for reimbursement. The monthly invoice shall reflect the deliverables accepted during the month of the invoice. Invoices are due and payable within thirty (30) days of the date of the invoice.

A. Payments will be made for successful completion of deliverables, as agreed upon during negotiations. Completion will be deemed successful after sign-off by the Department.

B. Sales Taxes – Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A) (11), the State of Alabama is exempt from paying sales taxes.

ORDER OF PRECEDENCE CLAUSE

The terms and conditions of this contract shall include the following:

1. This contract document.
2. The RFP, a copy of which is attached hereto as Attachment A
3. Contractor's Proposal, a copy of which is attached hereto as Attachment B

Where there is an apparent conflict among the contract documents which cannot be resolved by interpretation, this document controls.

Under no circumstances shall the maximum amount payable under this contract exceed \$_____ for the contract period.

BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT.

By signing this Contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

OFFICE OF INSPECTOR GENERAL EXCLUSION PROVISION. Section 6501 of the Patient Protection and Affordable Care Act ("PPACA") regarding exclusions from federal health care programs took effect on January 1, 2011. This Section of PPACA amends the Social Security Act to provide that State Medicaid agencies must exclude or terminate from participation any individual or entity excluded from participating in any Federal

healthcare program, such that, if an individual or entity is excluded or terminated by Medicare or by Medicaid in any state, that individual or entity must be excluded from all other states' Medicaid programs.

Pursuant to that provision, if the Contractor is entering into this agreement for a federal health care program, Contractor agrees to screen all employees and subcontractors against the OIG list of excluded individuals and entities upon engagement and at least monthly. *This includes screening of former names and variations of names.*

CLOSEOUT CLAUSE. Contractor acknowledges that under the terms of the grant received by the Department from Federal sources including general Federal grants practices and procedures, the Contractor herein must submit all invoices or other demands for payment hereunder by a date which allows the Department to finalize and submit a financial status report to the granting federal agency. For purposes of this Contract, that date is (Invoice closeout date). Invoices or demands for payment received after that date for work and labor performed cannot be paid and are forfeit.

ANTI-DISCRIMINATION CLAUSE. Contractor will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and all applicable Federal and State laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex, or disability, as defined in the above laws and regulations. Contractor shall not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans With Disabilities Act of 1990.

GOVERNOR'S PRORATION CLAUSE. It is agreed that the Department may terminate this Contract by providing a thirty (30) day written notice to Contractor should the Governor of Alabama declare proration of the fund from which payment under this Contract is to be made. This termination for cause is supplemental to other rights the Department may have under this Contract or otherwise to terminate this Contract.

TERMINATION CLAUSE. This Contract may be terminated by either party providing a thirty (30) day written notice to the other party.

AMENDMENT CLAUSE. This Contract may be amended only by mutual agreement in writing, signed by Department and Contractor, and processed through and approved by all necessary authorities.

STANDARD OF PRACTICE CLAUSE. Contractor agrees to observe and comply at all times with all Federal and State laws and rules in effect during the term of this Contract which in any manner affect performance under this Contract. Contractor agrees to perform services consistent with customary standard of practice and ethics in the profession.

WHISTLEBLOWER PROTECTION CLAUSE. Pursuant to 41 U.S.C. § 4712, an employee of a contractor, subcontractor, or grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. The statute defines whistleblowing as making a disclosure that the employee reasonably believes is evidence of:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract or grant.

To qualify under the statute, the employee's disclosure must be made to:

- A Member of Congress or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice or other law enforcement agency;
- A court or grand jury; or

A management official or other employee of the contractor, subcontractor, or grantee who has responsibility to investigate, discover or address misconduct.

ASSIGNMENT CLAUSE. The rights, duties, and obligations arising under the terms of this Contract shall not be assigned by any of the parties hereto without the written consent of all other parties.

ENTIRE AGREEMENT CLAUSE. This Contract contains the entire agreement of the parties and there are no other agreements, verbal or written, affecting this Contract that have not been incorporated herein or attached hereto.

SEVERABILITY CLAUSE. Each provision of this Contract is intended to be severable. If any term or provision of this Contract is illegal or invalid for any reason whatsoever, said illegality or invalidity shall not affect the legality or validity of the remainder of this Contract.

HEADINGS CLAUSE. Headings in this Contract are for convenient reference only and shall not be used to interpret or construe the provisions of this Contract.

DO NOT WORK CLAUSE. Contractor acknowledges and understands that this Contract is not effective until it has received all requisite State government approvals and Contractor shall not begin performing work under this Contract until notified to do so by the Department. Contractor is entitled to no compensation for work performed prior to the effective date of this Contract.

EMERGENCY CANCELLATION CLAUSE. Notwithstanding any other provision of this Contract, upon the issuance of a Declaration of Financial Necessity by the State Health Officer, this Contract may be canceled immediately upon notice of such cancellation being given in writing to the Contractor. Notwithstanding such cancellation, the Contractor shall be recompensed for work and labor performed and completed prior to the issuance of such notice on principles of quantum meruit.

FINANCIAL NECESSITY CLAUSE. All terms and conditions of this Contract notwithstanding, the parties agree that upon the issuance of a Declaration of Financial Necessity by the State Health Officer, the maximum amount payable under this Contract may be unilaterally reduced by the Department to an appropriate amount to be determined by the Department upon notice of such being given in writing to the Contractor. Notwithstanding such reduction, the Contractor shall be recompensed for work and labor performed and completed prior to the issuance of such notice on principles of quantum meruit.

DEBT OF STATE CLAUSE. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article XI, Section 213 of the Constitution of Alabama of 1901, as amended by Amendments Number 26. It is further agreed that if any provision of this Contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void. The Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this Contract shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

DISPUTES. For any and all disputes arising under the terms of this Contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through mediators approved by the State of Alabama or where appropriate, private mediators.

MERIT SYSTEM CLAUSE. Contractor shall not be entitled to receive any benefits under this Contract that merit system employees receive by virtue of their status or employment, nor may Contractor nor any of its officers, agents, servants or employees be employed as a merit system employee during the term of this Contract. Any such employment automatically voids this Contract.

HOLD HARMLESS CLAUSE. Contractor hereby indemnifies and holds harmless the State of Alabama and the Department and their officers, agents, servants, and employees from any and all claims arising out of acts or omissions committed by the Contractor or any Subcontractor, agent, servant or employee of Contractor while in performance hereunder.

FUND APPROPRIATION CLAUSE. It is agreed that the Department may terminate this Contract by providing a thirty (30) day written notice to Contractor should the Legislature of Alabama fail to appropriate funds

for the continued payment of this Contract. This termination for cause is supplemental to any other rights Department may have under this Contract or otherwise to terminate this Contract.

TOBACCO SMOKE CLAUSE. Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to one-thousand dollars (\$1000) per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Contract the Contractor certifies that it will comply with the requirements of the Act.

The Contractor further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all Subcontractors shall certify accordingly.

LOBBYING CLAUSE. The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) 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 Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten-thousand dollars (\$10,000) and not more than one-hundred-thousand dollars (\$100,000) for each such failure.

DEBARMENT, SUSPENSION CLAUSE. For the purposes of this clause, "prospective lower tier participant" or "lower tier participant" refers to the Contractor.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person

who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under sub-paragraph 5 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions.

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

RECORD RETENTION. The Contractor is aware that it must retain all records pertinent to expenditure incurred under this Contract for a period of three (3) years after the termination of all activities funded under this Contract. Records for any displaced person must be kept three (3) years after he/she has received final payment. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three-year period, plus the current year whichever occurs later. See Department of Public Examiners for their record retention policy.

AVAILABILITY OF FINANCIAL STATEMENTS. All records and financial statements, to include a copy of the independent audit report, shall be made available to authorized personnel from the State or Federal Program Office, the Examiners of Public Accounts or their representatives, for audit and inspection purposes.

HIPAA CLAUSE. This clause is necessitated by the application of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). References to this clause are to the Code of Federal Regulations, hereinafter "CFR."

The parties agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"). The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. §§ 160.103 and 164.501). The Parties likewise agree to take all necessary precautions to protect the integrity of electronic protected health information (e-PHI) by complying with the HIPAA Security Rule.

INTERPRETATION CLAUSE. Where there is an apparent conflict among the Contract documents which cannot be resolved by interpretation, this document controls.

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10 ATTACHMENTS

10.1 LETTER OF INTENT TO PROPOSE _____	32
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ATTACHMENT 10.1

RFP for WIC EBT IMPLEMENTATION QUALITY ASSURANCE SERVICES FORM FOR LETTER OF INTENT TO PROPOSE

As owner, president, or other responsible employee of this organization with the authority to decide such matters, I attest that it is our intent to submit a proposal in response to this solicitation. I understand that this statement of intent does not bind this organization to submit a proposal.

Signature of Owner or Employee _____

Name of Owner or Employee _____

Telephone Number of Owner or Employee _____

E-mail Address of Owner or Employee _____

Name and Address of Company or Organization:

Date Signed _____

ATTACHMENT 10.2

RFP for WIC EBT IMPLEMENTATION QUALITY ASSURANCE SERVICES DISCLOSURE STATEMENT

Act 2001-955 requires the disclosure Statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. Please go to the site below to download a copy of the Alabama Disclosure Statement.

**[HTTP://WWW.AGO.STATE.AL.US/PAGE-VENDOR-DISCLOSURE-STATEMENT-
INFORMATION-AND-INSTRUCTIONS](http://www.ago.state.al.us/page-vendor-disclosure-statement-information-and-instructions)**

ATTACHMENT 10.3

RFP for WIC EBT IMPLEMENTATION QUALITY ASSURANCE SERVICES CERTIFICATION OF COMPLIANCE

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

1. the laws of the State of Alabama;
2. Title VI of the Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and
6. the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Alabama as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

Proposer Name

Date

Proposer Signature

Date

ATTACHMENT 10.4

RFP for WIC EBT IMPLEMENTATION QUALITY ASSURANCE SERVICES

PROPOSAL COMPLIANCE CHECKLIST

NOTICE TO PROPOSER: *It is highly encouraged that the following checklist be used to verify completeness of Proposal content.*

Proposer Name _____

RFP Coordinator _____

Review Date _____

*Proposals for which ALL applicable items are marked by the RFP Coordinator are determined to be compliant for responsive proposals. The Proposal Evaluation Committee must review any applicable items that are **not** marked to determine if:*

- The proposal sufficiently meets basic requirements;
- The Department shall request clarification(s) or correction(s); or,
- The Department shall deem the proposal non-responsive and reject it.

*The Proposal Evaluation Committee must attach a written determination for each applicable item that is **NOT** marked.*

BASIC PROPOSAL REQUIREMENTS	
<input type="checkbox"/>	1. Letter of Intent Received by April 3, 2017.
<input type="checkbox"/>	2. Physical Format and Section Content conforms to Requirements.
<input type="checkbox"/>	3. Proposer Response received on time at correct location.
<input type="checkbox"/>	4. Required number of Proposer Response copies received.
<input type="checkbox"/>	5. Proposal written in English.
<input type="checkbox"/>	6. The Proposal Transmittal Letter with the proposal offer is signed by a company officer empowered to bind the Proposer to the provisions of the RFP and any contract awarded therewith.
<input type="checkbox"/>	7. The Proposal Transmittal Letter confirms that the proposal shall remain valid for the required number of days subsequent to the proposal opening date.
<input type="checkbox"/>	8. The Proposal Transmittal Letter details the complete name of the individual or legal entity name of the firm making the proposal (with SSN or Tax ID Number)
<input type="checkbox"/>	9. The Proposal Transmittal Letter details the complete name of the individual, mailing address, email address, and telephone number of the Proposer's contact staff member.
<input type="checkbox"/>	10. The Proposal Transmittal Letter states whether the firm or any individuals who shall work under the contract has a possible conflict of interest.
<input type="checkbox"/>	11. The proposal includes written confirmation that the Proposer shall comply with all of the provisions of the RFP and accept all terms and conditions of the RFP and the <i>pro forma</i> contract.
<input type="checkbox"/>	12. The proposal includes completed Attachments 10.1, 10.2, 10.3, and 10.5.
<input type="checkbox"/>	13. The proposal includes three (3) client references, reference contact information, brief description of services provided, and number of staff deployed.

NOTE: In addition to the items on the checklist, the Proposal Evaluation Committee will also evaluate compliance with other proposal requirements including, but not limited to:

- Alternate proposal submissions (only one (1) proposal is allowed from each Proposer) ;
- Proposals shall NOT restrict the rights of the Department or other qualification of the proposal; and,
- NO inappropriate conflicts of interest regarding the proposal or the subject procurement; as well as, response to and documentation as required by all other proposal requirements.

ATTACHMENT 10.5

RFP for WIC EBT IMPLEMENTATION QUALITY ASSURANCE SERVICES

E-Verify Affidavit

As a condition of entering into a contract with the State of Alabama and in compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, you are required to enroll in the Department of Homeland Security's E-Verify Program at <http://www.dhs.gov/e-verify>.