

ALABAMA DEPARTMENT OF PUBLIC HEALTH

REQUEST FOR PROPOSAL (RFP)

for

**Consulting Services for WIC Electronic Benefits Transfer (EBT)
Planning**

July 15, 2013

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1 INTRODUCTION

1.1 Background

WIC is the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) 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 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 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 being developed as an EBT-ready WIC MIS. Crossroads will have e-WIC features that are needed to directly interface with an EBT system. Alabama plans to implement e-WIC following Crossroads statewide implementation.

1.2 Purpose

The purpose of this Request for Proposal (RFP) is to provide the Department either corporately or by and through a corporate alliance, with consulting services in support of further planning activities to design, develop, and implement an EBT delivery system in the Bureau of Family Health Services, Division of WIC. The services requested will include the development of the Implementation Advance Planning Document (IAPD) in accordance with the USDA FNS Handbook 901 Section 4.2, The APD Process for WIC Electronic Benefit Transfer, to include a Functional Requirements Document (FRD), and developing procurement documents for the Design, Development, and Implementation Contractor (DDI). Completion of these services will ensure Alabama is ready to begin the design, development and implementation phase of e-WIC in compliance with USDA FNS requirements.

1.3 Contract Duration

The Department intends to enter into a contract with an effective period of December 2, 2013, through May 31, 2014.

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 Time July 22, 2013**. 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 Time July 22, 2013**. 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 answer document will be distributed no later than 5:00 PM Central Time July 29, 2013.**

1.5 Proposal Deadline

Proposals must be received no later than 5:00 PM Central Time August 14, 2013. Proposers shall respond to the RFP including any exhibits, attachments, or amendments. A Proposer's failure to submit a 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 State 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. Accordingly, all vendors entering into contracts with the Department shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

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 Time.

	EVENT	DATE	
1	Department: Release RFP	07/15/13	
2	Vendors: Deadline for submission of Letters of Intent to Propose and Questions and Comments	07/22/13	
3	Department: Questions, comments, and answers distributed	07/29/13	
4	Vendor: Deadline for Submitting a Proposal	08/14/13	
5	Department: Completes Evaluations	08/23/13	
6	Winning Contractor Selected	09/02/13	

7	Vendor: Begin Contract Process Department: Begin Contract Processing within ADPH	09/02/13	
8	Contract Award/Start Work	12/02/13	
9	Notification sent to Unsuccessful Offerors	12/06/13	

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. The Alabama WIC EBT Feasibility Study contains important background information relevant to development of the IAPD. 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 e-WIC implementation. It is expected that the vendor will develop all deliverables in accordance with federal regulations outlined in the USDA FNS Handbook 901 Section 4.2, The APD Process for WIC Electronic Benefit Transfer and other relevant federal documents. 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 Department contract.

3.1 Deliverables

3.1.1 Work Plan

The vendor shall submit a detailed work plan and schedule for completing all deliverables outlined in this document. The final work 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 this work plan will be ten (10) business days following award of the contract.

The work plan shall include at a minimum the following:

- a) Listing of each task associated with the deliverables outlined in this section of the RFP.
- b) Time frame for completion of tasks and deliverables with a start and end date. The time frame must also include due dates for status updates, drafts, and final project reporting.
- c) 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 task responsibilities of these staff.
- d) An identified project manager responsible for the project.
- e) Detailed budget.
- f) 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.

3.1.2 Project Orientation

The vendor will conduct an orientation session for Department WIC and IT staff as well as any other applicable stakeholders. The session will be scheduled following submission and approval of the vendor's work 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 required expectations and project overview.

The orientation session must include at a minimum the following:

- a) Schedule and agenda for the orientation session. Identify goals and objectives of the session including any training materials to be utilized during the session.
- b) Project overview to include presentation of the work plan. The overview of the work plan shall include staff responsibilities and expectations.
- c) Detailed overview of the processes involved with implementing an e-WIC solution.
- d) 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.

3.1.3 Functional Requirements Study

The vendor will complete a comprehensive requirements study and identify authorized vendors for the States selected e-WIC solution. Requirements information contained in the study will be used to prepare the RFP for the design, development, and implementation phase. It is necessary to identify functional requirements for the Department and all stakeholders involved in implementing an e-WIC benefit delivery system. The vendor will submit a document that details critical and desirable functions as well as a detailed set of processes and business rules. All functional requirements identified must be in compliance with federal requirements and the Crossroads MIS system to be used by the Department upon EBT implementation. The vendor shall utilize documents available on the FNS USDA website and consult with Department WIC and IT staff as well as the retail community.

- a) Develop a Plan for Completing the Functional Requirements Document (FRD)
 1. Meeting Schedule – Outline all meetings to be held for requirements gathering. The schedule will be detailed and include frequency of meetings as well as a list of attendees. Attendees shall include Department WIC and IT staff as well as other applicable stakeholders.
 2. Meeting Agendas – Agendas must include proposed objectives and desired outcomes for the requirements gathering sessions.
 3. Vendor will be responsible for documenting discussions and decisions made during the meetings. Vendor will provide the Department with meeting minutes to include decisions made during the meetings.
- b) Provide the Department with the Functional Requirements Document (FRD)

At a minimum the Functional Requirements Document must include the following:

 1. Comprehensive description of the requirements needed for designing and implementing an e-WIC system.
 2. Detailed description of State specific infrastructure concerns and MIS interface requirements.
 3. Information regarding authorized vendors for the proposed e-WIC solution to include experience, services offered, and pricing.
 4. Identify any major technology barriers to implementing an e-WIC solution in the State. Proposed solutions for addressing these barriers and identifying a vendor to address these barriers during the design, development, and implementation phase.
 5. Detailed reports of requirement concerns and documentation of issues identified and discussed with Department WIC and IT staff. Include information related to any functional issues that are in need of follow up.

3.1.4 Implementation Advance Planning Document

Develop the Implementation Advance Planning Document (IAPD) and Implementation Advance Planning Document Updates (IAPD U) in accordance with the USDA Handbook 901Section 4.2, The APD Process for WIC Electronic Benefit Transfer. In addition to the development of the IAPD, the vendor shall be responsible for any Implementation Advance Planning Document Updates (IAPD U) as required by the USDA FNS. The IAPD must receive final USDA FNS approval to be considered as complete.

- a) IAPD Development Plan

The vendor must submit a detailed plan for developing the IAPD. The plan must include a comprehensive overview of all tasks associated with developing an IAPD including all state and federal approvals, as well as a detailed timeline.

b) Submittal of Draft IAPD

The draft and final document shall include but not be limited to the following components as outlined in the USDA Handbook 901 Section 4.2, The APD Process for WIC Electronic Benefit Transfer.

Documentation Requirements as outlined in the FNS Handbook 901 Section 4.2, The APD Process for WIC Electronic Benefit Transfer:

Transmittal letter, table of contents, an executive summary, project description, narrative statement, procurement plan, identified project manager, a staffing and project management plan, a schedule/timeline of activities, milestones, and deliverables, a proposed budget/budget narrative, state agency/contractor assurances, pilot project retailer management plan, security planning, training plan, cost evaluation, statewide expansion retailer management plan, and a statewide expansion clinic management plan.

In addition, Alabama is requiring a functional requirements study and general system design as part of the IAPD.

c) IAPD Updates

The vendor is responsible for any IAPD Updates as identified during the USDA FNS approval process or as needed in accordance with state requirements.

d) Final IAPD must be provided to the Department on CDRW or flash drive to be accessible, editable, and printable.

e) Six (6) hard bound copies of the final IAPD must be provided to the Department.

3.1.5 Procurement Plan

1. Develop a procurement plan for the design, development, and implementation of an e-WIC solution. The procurement plan must be in accordance with federal and state requirements. This includes the procurement of needed services through contractors, equipment, materials, and resources for an e-WIC solution.
2. A detailed procurement schedule shall be submitted with the completed plan. The schedule must adhere to any federal or state procurement policies and requirements.

3.1.6 Procurement Documents for Design, Development, and Implementation (DDI)

The vendor shall prepare documents to be used during the procurement of a vendor that will design, develop, and implement the states e-WIC solution.

a) Procurement Document

1. The vendor shall submit to the Department a written document that details the procurement documents needed for the DDI of the e-WIC solution. This document must include background information and a current status of the Crossroads SAM system development as it relates to e-WIC.
2. Outline e-WIC solution requirements that meet the Departments needs.
3. Propose a design, development and implementation timeline for the e-WIC solution.
4. Draft a Statement of Needs for the DDI procurement, including tasks and deliverables.
5. Ensure that the document(s) format and content is consistent with State and Department procurement rules and regulations.
6. Propose a testing strategy to ensure that deliverables meet requirements.
7. Develop a proposed budget for DDI activities and identify all budget assumptions.
8. Develop an evaluation process and criteria for use by the Department for the evaluation committee.

3.1.7 Design, Development, and Implementation (DDI) Technical Assistance

Deliverables for this task shall include:

1. Creating an evaluation tool and preparing instructions for the tool.
2. Train Evaluation Team – Provide a training session for all evaluation team members so that they fully understand the evaluation process.
3. Provide research assistance as requested during the evaluation.

3.1.8 Progress Reporting

1. The vendor will submit a weekly progress report that outlines the progress to date of the project. The report will include activities completed and upcoming tasks. Reports must identify any barriers and identify plans to address. Reports must be in a format approved by the Department.
2. The vendor and applicable staff must be available via conference call every two weeks to deliver a progress update.
3. The vendor shall ensure the Department is meeting all Federal reporting and will assist the EBT Project Manager as required in developing progress reports for FNS USDA.

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 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 recommendations and resubmit the discussed changes for a final approval. As this is a federally funded project, deliverables may require review and approval by the USDA FNS as such deliverables will not be considered complete until final approval of USDA FNS is received by the Department. There are other deliverables, such as procurement documents, that have to meet State requirements as well as USDA FNS guidelines. These deliverables will not be considered complete until reviewed and approved by the appropriate State authorities as well as 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 deliverable 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 be dependent 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 changes required, the issue shall be escalated to the State WIC Director for final resolution. The deliverable is considered accepted when all signatories have signed off on the deliverable. The vendor will be notified in writing by the EBT Project Manager when deliverables are formally accepted.

In addition, the following requirements are to be met by the vendor regarding Deliverable acceptance:

- a) All deliverables and documents shall be submitted on time as per the approved Work Plan.
- b) All documents shall be submitted in the formats proposed in response to this RFP and the format 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) Vendor shall participate as requested in Department EBT project meetings. Participation includes providing any requested material and making presentations as requested.

4 GENERAL REQUIREMENTS AND INFORMATION

4.1 RFP Coordinator

The main point of contact for this RFP shall be Valeria Patton, who shall hereinafter be referred to as the RFP Coordinator. Her email address is Valeria.Patton@adph.state.al.us, and is located at:

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

4.2 RFP Name

The Department has assigned the following RFP identification name—**Request for Proposals for Consulting Services for WIC Electronic Benefits Transfer (EBT) Planning**, and the short name: **RFP for EBT Planning**, 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 should be via e-mail to the RFP Coordinator 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 Planning. 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 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 Time July 22, 2013**. 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 separate envelopes. These envelopes should be clearly marked “**Technical/Management Response to RFP for EBT Planning — DO NOT OPEN**” and “**Cost/Price Response to RFP for EBT Planning —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 – Valeria Patton
201 Monroe Street, Suite 1300
Montgomery, AL 36104

Proposals must be received by 5:00 PM Central Time August 14, 2013. 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 shall 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 which 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. 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 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, 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 years has been a state employee in a position of authority. A position of authority is defined as 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 which 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 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 SPECIAL REQUIREMENTS

5.1 Minimum 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 consulting 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 in response 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 Cost document and pricing information shall not be included in the Technical/Management document. Inclusion of Cost 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 the subparagraphs 6.2.1.1 through 6.2.1.8 in sequence, and required corresponding documentation should be attached. The requirements of the Proposal Transmittal Letter section of the proposal are mandatory. Any proposal which does not meet the requirements and 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, Social Security Number or EIN number of the individual, the legal entity name and 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 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 One Hundred Eighty (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), 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 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 Years 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 Location of 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 Form of business (i.e., Individual, Sole Proprietor, Corporation, Non-Profit Corporation, Limited Liability Company, et cetera) and 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 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 planning 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 arrangement 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 planning 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 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 to two page resume of each consulting professional proposed for the contract. Each resume should include the education, training, experience and certifications required. Each resume should include a description of the qualifications of 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 costs they wish to have included in the contract with the Department. Said proposed price shall incorporate all direct and indirect costs for completing the deliverables. This is to include 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, the role or responsibility of this person, and billing rate, and number of hours 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			
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 evaluation areas will be evaluated using a numerical scoring system by an evaluation committee comprised of Department staff.

Failure by a Proposer to provide information, to demonstrate sufficient qualifications in each area, or consistent patterns of negative performance in any area will disqualify the Proposer.

Evaluation Criteria	Points
Corporate Experience/Past Performance in developing EBT requirements and writing planning and procurement documents. (Proposal outlines experience with producing written EBT planning and procurement documents. The proposal outlines previous EBT experience and demonstrates knowledge of EBT. The proposal should include a list of previous contracts that verifies 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 documents for EBT. Proposal demonstrates the capability to write documents and identify EBT requirements specific to 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 staff identified to complete the deliverables outlined in this RFP are qualified. The staffing plan identifies 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 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 issues that arise. Proposal demonstrates that the organization has policies and procedures in place to ensure 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 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 or 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 initial evaluation of 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 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 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 conditions 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. In the event there is a conflict between the language in 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 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 referred to as “**Department**”, and (Vendor) hereinafter referred to as “**Contractor**”, is effective for the time period December 2, 2013, through May 31, 2014.

WHEREAS, the purposes of the Contract are to provide consulting services in support of further planning activities to design, develop, and implement an Electronic Benefit Transfer (EBT) delivery system 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, WIEB 11-AL-01 for budget period August 15, 2011 – September 30, 2013. 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.

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. The Alabama WIC EBT Feasibility Study contains important background information relevant to development of the IAPD. 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 e-WIC implementation. It is expected that the vendor will develop all deliverables in accordance with federal regulations outlined in the USDA FNS Handbook 901 Section 4.2, The APD Process for WIC Electronic Benefit Transfer and other relevant federal documents. 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 Department contract.

CONTRACTOR DELIVERABLES –

1. Work Plan

The vendor shall submit a detailed work plan and schedule for completing all deliverables outlined in this document. The final work 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 this work plan will be ten (10) business days following award of the contract.

The work plan shall include at a minimum the following:

- a) Listing of each task associated with the deliverables outlined in this section of the RFP.
- b) Time frame for completion of tasks and deliverables with a start and end date. The time frame must also include due dates for status updates, drafts, and final project reporting.
- c) 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 task responsibilities of these staff.

- d) An identified project manager responsible for the project.
- e) Detailed budget.
- f) 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.

2. Project Orientation

The vendor will conduct an orientation session for Department WIC and IT staff as well as any other applicable stakeholders. The session will be scheduled following submission and approval of the vendor's work 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 required expectations and project overview.

The orientation session must include at a minimum the following:

- a) Schedule and agenda for the orientation session. Identify goals and objectives of the session including any training materials to be utilized during the session.
- b) Project overview to include presentation of the work plan. The overview of the work plan shall include staff responsibilities and expectations.
- c) Detailed overview of the processes involved with implementing an e-WIC solution.
- d) 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. Functional Requirements Study

The vendor will complete a comprehensive requirements study and identify authorized vendors for the States selected e-WIC solution. Requirements information contained in the study will be used to prepare the RFP for the design, development, and implementation phase. It is necessary to identify functional requirements for the Department and all stakeholders involved in implementing an e-WIC benefit delivery system. The vendor will submit a document that details critical and desirable functions as well as a detailed set of processes and business rules. All functional requirements identified must be in compliance with federal requirements and the Crossroads MIS system to be used by the Department upon EBT implementation. The vendor shall utilize documents available on the FNS USDA website and consult with Department WIC and IT staff as well as the retail community.

- a) Develop a Plan for Completing the Functional Requirements Document (FRD)
 - 1. Meeting Schedule – Outline all meetings to be held for requirements gathering. The schedule will be detailed and include frequency of meetings as well as a list of attendees. Attendees shall include Department WIC and IT staff as well as other applicable stakeholders.
 - 2. Meeting Agendas – Agendas must include proposed objectives and desired outcomes for the requirements gathering sessions.
 - 3. Vendor will be responsible for documenting discussions and decisions made during the meetings. Vendor will provide the Department with meeting minutes to include decisions made during the meetings.
- b) Provide the Department with the Functional Requirements Document (FRD)

At a minimum the Functional Requirements Document must include the following:

 - 1. Comprehensive description of the requirements needed for designing and implementing an e-WIC system.
 - 2. Detailed description of State specific infrastructure concerns and MIS interface requirements.
 - 3. Information regarding authorized vendors for the proposed e-WIC solution to include experience, services offered, and pricing.

4. Identify any major technology barriers to implementing an e-WIC solution in the State. Proposed solutions for addressing these barriers and identifying a vendor to address these barriers during the design, development, and implementation phase.
5. Detailed reports of requirement concerns and documentation of issues identified and discussed with Department WIC and IT staff. Include information related to any functional issues that are in need of follow up.

4. Implementation Advance Planning Document

Develop the Implementation Advance Planning Document (IAPD) and Implementation Advance Planning Document Updates (IAPD U) in accordance with the USDA Handbook 901 Section 4.2, The APD Process for WIC Electronic Benefit Transfer. In addition to the development of the IAPD, the vendor shall be responsible for any Implementation Advance Planning Document Updates (IAPD U) as required by the USDA FNS. The IAPD must receive final USDA FNS approval to be considered as complete.

- a) IAPD Development Plan
The vendor must submit a detailed plan for developing the IAPD. The plan must include a comprehensive overview of all tasks associated with developing an IAPD including all state and federal approvals, as well as a detailed timeline.
- b) Submittal of Draft IAPD
The draft and final document shall include but not be limited to the following components as outlined in the USDA Handbook 901 Section 4.2, The APD Process for WIC Electronic Benefit Transfer.
Documentation Requirements as outlined in the FNS Handbook 901 Section 4.2, The APD Process for WIC Electronic Benefit Transfer:
Transmittal letter, table of contents, an executive summary, project description, narrative statement, procurement plan, identified project manager, a staffing and project management plan, a schedule/timeline of activities, milestones, and deliverables, a proposed budget/budget narrative, state agency/contractor assurances, pilot project retailer management plan, security planning, training plan, cost evaluation, statewide expansion retailer management plan, and a statewide expansion clinic management plan.
In addition, Alabama is requiring a functional requirements study and general system design as part of the IAPD.
- c) IAPD Updates
The vendor is responsible for any IAPD Updates as identified during the USDA FNS approval process or as needed in accordance with state requirements.
- d) Final IAPD must be provided to the Department on CDRW or flash drive to be accessible, editable, and printable.
- e) Six (6) hard bound copies of the final IAPD must be provided to the Department.

5. Procurement Plan

1. Develop a procurement plan for the design, development, and implementation of an e-WIC solution. The procurement plan must be in accordance with federal and state requirements. This includes the procurement of needed services through contractors, equipment, materials, and resources for an e-WIC solution.
2. A detailed procurement schedule shall be submitted with the completed plan. The schedule must adhere to any federal or state procurement policies and requirements.

6. Procurement Documents for Design, Development, and Implementation (DDI)

The vendor shall prepare documents to be used during the procurement of a vendor that will design, develop, and implement the states e-WIC solution.

- a) Procurement Document
 1. The vendor shall submit to the Department a written document that details the procurement documents needed for the DDI of the e-WIC solution. This document must include background information and a current status of the Crossroads SAM system development as it relates to e-WIC.
 2. Outline e-WIC solution requirements that meet the Departments needs.
 3. Propose a design, development and implementation timeline for the e-WIC solution.
 4. Draft a Statement of Needs for the DDI procurement, including tasks and deliverables.

5. Ensure that the document(s) format and content is consistent with State and Department procurement rules and regulations.
6. Propose a testing strategy to ensure that deliverables meet requirements.
7. Develop a proposed budget for DDI activities and identify all budget assumptions.
8. Develop an evaluation process and criteria for use by the Department for the evaluation committee.

7. Design, Development, and Implementation (DDI) Technical Assistance

Deliverables for this task shall include:

1. Creating an evaluation tool and preparing instructions for the tool.
2. Train Evaluation Team – Provide a training session for all evaluation team members so that they fully understand the evaluation process.
3. Provide research assistance as requested during the evaluation.

8. Progress Reporting

1. The vendor will submit a weekly progress report that outlines the progress to date of the project. The report will include activities completed and upcoming tasks. Reports must identify any barriers and identify plans to address. Reports must be in a format approved by the Department
2. The vendor and applicable staff must be available via conference call every two weeks to deliver a progress update.
3. The vendor shall ensure the Department is meeting all Federal reporting and will assist the EBT Project Manager as required in developing progress reports for FNS USDA.

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.

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) or demands for payment received after that date for work and labor performed cannot be paid and are forfeit.

DISCRIMINATION CLAUSE. Contractor will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, 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 giving 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 by giving 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.

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 23 of the Constitution of Alabama of 1901, as amended by Amendment Number 213. 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 giving thirty (30) days 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.

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

HIPAA CLAUSE. This Clause is necessitated by the application of the Health Insurance Portability and Accountability Act, being 42 U.S.C. §§ 1320d-1329d-8 as amended by § 262 of P.L.104-191, 110 Stat. 2020-2031 and § 264 of P.L.104-191(42 U.S.C. § 1320d-2 as amended) and as further amended by Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5) and regulations promulgated thereunder (HIPAA). References in this clause are to the Code of Federal Regulations, hereinafter "CFR."

1. Definitions Terms used, but not otherwise defined, in this Clause shall have the same meaning as in the Department of Health and Human Services' Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") and Security of Electronic PHI or E-PHI ("Security Rule"), 45 CFR Parts 160 through 164.

a. **Contractor.** The Contractor herein. The Contractor is within the definition of a "Business Associate" under the Privacy and Security Rules. This term shall refer to Contractor and/or any of its Subcontractors or employees.

b. **Department.** The Department herein. The Department is within the definition of a "Covered Entity" under the Privacy and Security Rules.

c. **Improper Disclosure.** Means actual disclosure (including mailing or e-mailing protected information to the wrong physical or e-mail addresses and posting of protected information to unauthorized websites), or loss of control of the protected information (including loss of records in transit, physical burglary, electronic record intrusion), and other events indicating that the protected information actually was disclosed to unauthorized parties or there is a reasonable likelihood that it may have been disclosed to unauthorized parties.

d. **Individual.** Shall have the same meaning as the term "individual" in 45 § CFR § 164.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

e. **Privacy Rule.** Means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR. Part 160 and Part 164, Subparts A and E.

f. **Proper Notification.** Proper notification to the Department means sending an electronic message to Carolyn Battle and Chris Haag at the following email addresses, Carolyn.Battle@adph.state.al.us and chris.haag@adph.state.al.us and a written letter to Carolyn Battle and Chris Haag at the following address 201 Monroe Street, RSA Tower Suite 1300, Montgomery, AL 36104, within forty-eight (48) hours of the improper disclosure event. In the case that Contractor has reason to believe that receipt by neither of these parties was actually accomplished Contractor will notify Samarria M. Dunson at the following

email Samarria.Dunson@adph.state.al.us as soon as possible after recognizing the failure of the original notification.

g. PHI or E-PHI (PHI). Means individually identifiable health information and Electronic PHI or E-PHI as found in 45 CFR § 160.103, except for that information in (a) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. § 1232g, (b) records described at 20 U.S.C. § 1232g (a) (4) (B) (iv), and (c) employment records held by the Department in its role as employer, or as the term may otherwise be defined in 45 CFR § 164.501.

h. Protected Individuals. Means the Department's patient, or clients, or employees, former employees, their spouses, dependents, or other individuals whose protected information was provided by or on the Department's behalf to Contractor or its subcontractors in connection with Contractor's services under this Contract.

i. Protected Information. Means individuals' Social Security Numbers; credit, banking, and other financial information; and PHI or E-PHI, or information from an employee's or former employer's personnel or health information file.

j. Required By Law. Means any mandate contained in law that compels the Department to make a use or disclosure of PHI or E-PHI and that is enforceable in a court of law, including, but not limited to, court orders and court-ordered warrants, subpoenas or summons, a civil or an authorized investigative demand, Medicare conditions of participation (if applicable), statutes or regulations requiring the production of information, or as the term may otherwise be defined in 45 CFR § 164.103.

k. Secretary. Means The Secretary of the United States Department of Health and Human Services or his or her designee.

l. Designated Record Set. Means the medical and billing records maintained by or for the Department about a Department patient or any other group of records used by or for the Department to make decisions about the patient.

m. Security Rule. Means the Security Standards for the Protection of Electronic Health Information at 45 CFR Part 160 and part 164, Subparts A and C.

2. Obligations and Activities of Contractor

a. Use and Disclosure of PHI or E-PHI. Contractor agrees not to use or further disclose PHI or E-PHI other than as permitted or required by this Contract or as required by law.

b. Safeguards Contractor shall use appropriate safeguards to prevent use or disclosure of the PHI or E-PHI other than as provided for by this Contract.

c. Mitigation of Damages Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI or E-PHI by Contractor in violation of the requirements of this Contract.

d. Reporting Violations Contractor shall within five (5) days of becoming aware of a use or disclosure or security incident in violation of this Contract, report the use, disclosure, or security incident to the Department.

e. Agents and Contractors Contractor agrees to ensure that any agent, including a Subcontractor, to whom it provides PHI or E-PHI received from, or created or received by Contractor on behalf of the Department agrees to the same restrictions and conditions that apply through this Contract to Contractor with respect to such information.

f. Access to PHI or E-PHI If Contractor maintains PHI in a Designated Record Set, Contractor shall, within five (5) days of a request by the Department for access to a patient's PHI, make available to the Department the requested PHI that Contractor maintains in Designated Record Sets, in accordance with 45 CFR § 164.524.

g. Amendment of PHI or E-PHI If Contractor maintains PHI in a Designated Record Set, Contractor shall, within ten (10) days of receiving a request from the Department for the amendment of a patient's PHI, incorporate the amendment into the information that Contractor maintains in a Designated Record Set in order to meet the requirements under 45 CFR § 164.526.

h. Books and Records If Contractor maintains a Designated Record Set, Contractor agrees to make its facilities, internal practices, books, accounts, other sources of information and records relating to the use and disclosure of PHI or E-PHI received from, or created or received by Contractor on behalf of the Department available to the Department, or at the request of the Department to the Secretary, during normal business hours or as otherwise directed by the Secretary for purposes of determining the parties' compliance with the applicable standards, implementation specifications, and other requirements of the Privacy Rule and Security Rule.

i. Accounting of Disclosures Contractor shall within ten (10) days of receiving notice from the Department that it has received a request from a patient for an accounting of disclosures of PHI or EPI, provide to the Department or, if so directed, to the patient or the patient's personal representative, information relating to disclosures of the PHI or EPI made, including (1) the date of the disclosure, (2) the name of the entity or person who received the information, (3) a brief description of the information disclosed, and (4) a brief statement of the purpose of the disclosure which includes an explanation of the basis for the disclosure, pursuant to 45 CFR §164.528.

j. Implementing Safeguards for E-PHI (1) Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI or E-PHI that it creates, receives, maintains, or transmits on behalf of the Department as required by the Security Rule. (2) Contractor agrees to ensure that any agent, including a Subcontractor to whom it provides this information agrees to implement reasonable and appropriate safeguards to protect the electronic PHI or E-PHI.

k. Confidentiality In addition to any other protections provided for in this Contract, Contractor agrees to properly notify the Department within forty-eight (48) hours of learning of the event of any improper disclosure or suspected improper disclosure of protected information that Contractor or Contractor's Subcontractors receive, store, create, or transmit related to the Department's protected individuals.

Contractor further agrees to use its best efforts to determine how the improper disclosure of the protected information occurred and to take reasonable remedial action to prevent a recurrence. In addition, Contractor will remediate improper disclosures made by Contractor or its Subcontractors by covering the expenses related to timely notifying the affected protected individuals about the disclosure; and in the event of actual disclosure to cover the expenses related to procuring commercial monitoring of the affected protected individuals' security for a period of one (1) year, unless the Department consents that such monitoring is unnecessary in the particular circumstances surrounding the event. The Department will not unreasonably withhold such consent.

3. Permitted Uses and Disclosures by Contractor

a. Permitted Uses and Disclosures by Contractor Except as otherwise limited in this Contract, Contractor may use or disclose PHI or E-PHI on behalf of the Department, or to perform functions, activities, or provide services to, the Department or patients or clients of the Department for the purposes of providing health care to patients and clients in accordance with the Department's Confidentiality Policy, if such use or disclosure of PHI or E-PHI would not otherwise violate the Privacy Rule or Security Rule if such disclosure is made by the Department.

b. Uses for Management and Administration Purposes Except as otherwise limited in this Contract, Contractor may use PHI or E-PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.

c. Disclosures for Management and Administration Purposes Except as otherwise limited in this Contract, Contractor may disclose PHI or E-PHI for the proper management and administration of the Contractor, provided that disclosures are required by law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or

further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which the person is aware that the confidentiality of the information has been breached.

d. Data Aggregation Services Except as otherwise limited in this Contract, Contractor may use PHI or E-PHI to provide Data Aggregation services to the Department as permitted by 42 CFR § 164.504(e)(2)(i)(B).

4. Obligations of the Department

a. Notification of Elected Limitations The Department shall provide Contractor with the Department's Privacy Notice which the Department produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

b. Notification of Changes in Authorization The Department shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose PHI or E-PHI, if such changes affect Contractor's permitted or required uses and disclosures.

c. Notification of Restrictions The Department shall notify Contractor of any restriction to the use or disclosure of PHI or E-PHI that the Department has agreed to in accordance with 45 CFR § 164.522.

5. Permissible Requests by the Department The Department shall not request Contractor to use or disclose PHI or E-PHI in any manner that would not be permissible under the Privacy Rule if done by the Department except that if the Contractor will use or disclose PHI or E-PHI for data aggregation or management and administrative activities of Contractor, such information may be requested.

6. Return of Information and Survival of the Terms of this Clause The provisions of this section shall survive the termination of this Contract and may constitute a continuing duty in perpetuity

a. Except as otherwise provided, upon termination of this Contract for any reason, Contractor shall delete, return or destroy all PHI or E-PHI maintained in a designated record set received from the Department, or created or received by Contractor on behalf of the Department or as a result of this Contract. This provision shall apply to PHI or E-PHI that is in the possession of Subcontractors or agents of Contractor. Where such information is deleted or destroyed, Contractor shall provide the Department with an assurance of the deletion or destruction of such.

b. Except in accordance with normal business practices, Contractor shall retain no copies of the PHI or E-PHI.

c. In the event that Contractor determines that returning or destroying the PHI or E-PHI is infeasible, Contractor shall provide to the Department notification of the conditions that make return or destruction infeasible. Upon mutual Contract of the parties that return or destruction of PHI or E-PHI is infeasible; Contractor shall extend the protections of this Contract to such PHI or E-PHI and limit further uses and disclosures of such PHI or E-PHI to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such PHI or E-PHI.

7. Administrative Provisions

a. A reference in this Contract to a section of the Privacy or Security Rules shall mean that section as it is most recently amended.

b. The parties hereto agree to take action as is necessary to amend this Contract from time to time to maintain compliance with the Privacy and Security Rules.

c. Interpretation. Any ambiguity in this Contract regarding the application of the Privacy and Security Rules shall be resolved in favor of a meaning which permits the parties hereto to comply with such Privacy Rules and Security Rules.

8. Enactment and Impact of ARRA Provisions

a. Contractor acknowledges that enactment of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5, commonly known as ARRA) amended certain provisions of HIPAA in ways that now affect, or will on future dates affect, the obligations of Department and Contractor under the Privacy and Security Rules.

b. Contractor agrees to comply, as of the applicable effective dates of each such HIPAA obligation relevant to business associates, with the requirements imposed by ARRA, including monitoring Federal guidance and regulations published thereunder and timely compliance with such guidance and regulations.

c. In the event that Contractor determines that returning or destroying the PHI or E-PHI is infeasible, Contractor shall provide to the Department notification of the conditions that make return or destruction infeasible. Upon mutual Contract of the parties that return or destruction of PHI or E-PHI is infeasible; Contractor shall extend the protections of this Contract to such PHI or E-PHI and limit further uses and disclosures of such PHI or E-PHI to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such PHI or E-PHI.

INTELLECTUAL PROPERTY CLAUSE. This clause applies to intellectual property and any derivative or iteration thereof, developed based upon funding from the Department whether such funding has as its source the United States Government or any Department or agency thereof. Except as otherwise provided, Contractor may copyright, without prior approval, any work that is subject to copyright and was developed under such funding subject to the following conditions and except as limited herein below.

(a) Contractor grants to the Department a royalty-free, nonexclusive and irrevocable license or right to reproduce, publish, translate, disseminate, dispose of or otherwise use the work for State purposes, and to authorize others to do so.

(b) Contractor recognizes the rights of the Government of the United States and any Department or agency thereof to reserve a royalty-free, nonexclusive and irrevocable right or license to reproduce, publish, translate, disseminate, dispose of or otherwise use the work for Federal Government purposes, and to authorize others to do so, if the original source of the funding to the Department was a Federal grant.

(c) Copyrights: Contractor may establish claim to copyright subsisting in any data containing intellectual property first produced in the performance of this Contract. When claim is made to copyright, the funding recipient shall affix the applicable copyright notice of 17 U.S.C. Sections 401 or 402 and acknowledgment of the Department sponsorship to the data when and if the data are delivered to the Department, are published, or are deposited for registration as a published work in the U.S. Copyright Office. The Contractor hereby grants to the Department, and others acting on its behalf, a paid up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, perform publicly and display publicly, and for data other than computer software to distribute to the public by or on behalf of the State.

(d) Publication: Contractor shall inform the Department at least thirty (30) days prior to submission for publication of any data containing intellectual property funded through this Contract. The Department shall have the right to object to such publication if such publication is not in the best interests of the State of Alabama. However, the Department's objection rights shall not be unreasonably exercised. The funding by the Department shall be attributed in any publication of such data.

(e) Publication of research results: The decision on whether or not to publish research results will be made jointly by the Department and the Contractor, agreement to which shall not be unreasonably withheld. The funding by the Department shall be attributed in any publication of such data.

COMPUTER SOFTWARE CLAUSE. This clause applies to computer software and any derivative or iteration thereof developed under funding by the Department.

(a) The Contractor possesses ownership rights in computer software or modifications or derivatives or iterations thereof and associated documentation designed, developed or installed with funding supplied by the Department whether the source of such funding to the Department was a grant by the United States Government or any department or agency thereof subject to the exceptions herein below stated.

(b) The Department reserves a royalty-free, nonexclusive, and irrevocable license to modify, enhance, reproduce, publish, or otherwise use and to authorize others to so use for State purposes, such software, modifications, enhancements, reproductions or derivatives or iterations thereof and all associated documentation.

(c) The Department reserves the right to grant to the Government of the United States or any department or agency thereof, a right equal to that of the Department to use for Federal purposes, such software, modifications, enhancements, reproductions or derivatives or iterations thereof and all associated documentation to the extent that funding to the Department was derived from Federal sources.

(d) Any use by the Contractor outside of this Contract shall be attributed to funding provided by the Department.

(e) This clause applies only to software and documentation that is specifically identified and for which delivery dates, places, medium (paper, electronic, magnetic), approval requirements, and specifications are clearly stated in the Contract.

(f) Contractor certifies that it is in compliance with and will comply with all requirements of the International Traffic in Arms Regulations (ITAR) and United States Department of Commerce regulations and restrictions on the transfer and export of technologies relating to civilian applications listed on the Commerce Control List (CCL) under the Export Administration Regulations (EAR) and hereby saves harmless the State of Alabama, the Department and any officers, agents, servants or employees of either from vicarious violations of ITAR or EAR. See U.S. Department of Commerce Export Administration Regulations (EAR) 15 CFR § 730 - 774; Commerce Control List (CCL) 15 CFR § 730- 774 Supplement 1; U.S. Department of State International Traffic in Arms Regulations (ITAR) 22 CFR § 120- 130; and Munitions Control List (MCL) 22 CFR §121.

10 ATTACHMENTS

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ATTACHMENT 10.1

RFP for EBT PLANNING 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 can say 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 EBT PLANNING 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 EBT PLANNING
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 EBT PLANNING

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 July 22, 2013 .
<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 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 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 EBT PLANNING
E-Verify Affidavit

State of _____)

County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: _____

RE Contract/Grant/Incentive (describe by number or subject):

_____ by and between
_____ (Contractor/Grantee) and
_____ (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

_____(a)The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

_____(b)The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on

this _____ day of _____ 20____.

WITNESS: _____

Printed Name of Witness