

State of Arkansas
OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, Room 300
Little Rock, Arkansas 72201-4222

REQUEST FOR PROPOSAL

Bid Number: SP-08-0127

Buyer: Jenny Foshee

Commodity: Modify and Implement Existing WIC Software Program
Date: November 28, 2007

Bid Opening Date: January 22, 2008

Bid Opening Time: 1:00 P.M.

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF PROPOSAL OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

Vendors are responsible for delivery of their proposal documents to the Office of State Procurement prior to the scheduled time for opening of the particular proposal. When appropriate, vendors should consult with delivery providers to determine whether the proposal documents will be delivered to the OSP office street address prior to the scheduled time for proposal opening. Delivery providers, USPS, UPS, FedEx, DHL deliver mail to our street address, 1509 W. 7th Street, Room 300, Little Rock, AR 72201-4222, on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

PROPOSAL DELIVERY ADDRESS:

Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201-4222

PROPOSAL OPENING LOCATION:

Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201-4222
TELEPHONE NUMBER: 501-324-9316

Company Name: _____

Name (type or print): _____

Title: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Signature: _____

USE INK ONLY; UNSIGNED BIDS WILL NOT BE CONSIDERED

Identification:

*	*
Federal Employer ID Number	Social Security Number

FAILURE TO PROVIDE TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN BID REJECTION

Business Designation (check one):	Individual *	Sole Proprietorship *	Public Service Corp *
	Partnership *	Corporation *	Government/ Nonprofit *

GENERAL DESCRIPTION: Modify, implement existing software approved by USDA Food and Nutrition Services and train the Arkansas Department of Health (ADH) WIC Program Staff on use of software program.

TYPE OF CONTRACT: Term contract of two (2) years from date of award with option to renew in five (5) one (1) year increments or a portion thereof.

MINORITY BUSINESS POLICY

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated § 1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander". The Arkansas Economic Development Commission conducts a certification process for minority businesses. Vendors unable to include minority-owned business as subcontractors "may explain the circumstances preventing minority inclusion".

EQUAL EMPLOYMENT OPPORTUNITY POLICY:

In compliance with Act 2157 of 2005, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.state.ar.us or as a hard copy accompanying the proposal response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one time requirement but vendors are responsible for providing updates or changes to their respective policies and of supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

ACT 157 OF 2007 EMPLOYMENT OF ILLEGAL IMMIGRANTS

Pursuant to Act 157 of 2007, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in its contract with the State. Bidders shall certify online at: http://www.arkansas.gov/dfa/procurement/pro_index.html

ALTERATION OF ORIGINAL RFP DOCUMENTS

The original written or electronic language of the RFP shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. If Vendors/Contractors submittal is discovered to contain alterations/changes to the original written or electronic documents, the Vendors response shall be declared as "non-responsible" and the response shall not be considered.

The Office of State Procurement objects to and shall not consider any additional terms or conditions submitted by a vendor, including any appearing in documents attached as part of a vendor's response to this RFP. In signing and submitting its proposal, a vendor agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a RFP, shall be grounds for rejecting a proposal.

REQUIREMENT OF AMENDMENT

THIS RFP MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT.

ANTICIPATION OF AWARD

After complete evaluation of the proposal, the anticipated award will be posted on the Office of State Procurement website (www.arkansas.gov/dfa/purchasing/) and/or the legal section of a newspaper of statewide circulation. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The proposal results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen (14) day posting period. Accordingly, any reliance on these preliminary results is at the Agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive this policy, the Anticipation of Award, when it is in the best interest of the State. Vendors are responsible for viewing the Anticipation of Award section of the OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.

TECHNOLOGY ACCESS CLAUSE

The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards, relating to accessibility by persons with visual impairments.

Accordingly, the Vendor represents and warrants to the Arkansas Department of Health (ADH) that the technology provided to ADH for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing equivalent access for effective use by both visual and non-visual means; (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (3) after being made accessible, it can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

If requested, the Vendor must provide a detailed plan for making this purchase accessible and/or a validation of concept demonstration.

Compliance with the State Shared Technical Architectural Program

The respondent solution must comply with the State's Shared Technical Architecture Program which is a set of policies and standards that can be viewed at www.techarch.state.ar.us. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

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SECTION I
GENERAL INFORMATION

1.0 INTRODUCTION

Purpose

The purpose of this Request for Proposal (RFP) is to search for an Implementation contractor who can modify and implement existing software approved by the US Department of Agriculture (USDA) Food and Nutrition Service (FNS), do a data conversion of existing data into the new MIS system, and train the Arkansas Department of Health (ADH) Women, Infant, and Children (WIC) Program staff on how to use this software.

Background

Currently, the WIC Program uses WIC Program software on the Wang system but it is deficient for a number of reasons, specifically:

1. It lacks a significant number of the requirements delineated in the FNS WIC Functional Requirements Document (FRD).
2. The current system was developed using old technology and software, which is no longer supported. It was developed in-house and has been maintained and enhanced by the same COBOL programmer from its inception. Although the system has extensive documentation, if this programmer were no longer available, system operations would virtually cease.
3. The current system does not include many of the features of current generation systems that improve efficiency and enhance program integrity, such as drop-down boxes, built-in edits, automated assignment of risk factors, automated growth charts, automated recommendations for food packages, and significant portions of their financial and vendor management functionality.
4. It does not adequately track potential overcharging or undercharging by vendors. Vendor data is scattered across at least four or five different databases because the original system was not designed to meet all the current needs in vendor management.
5. The current system does not have a scheduling system for certification appointments, growth grids, online nutritional assessments, waiting lists, or prorating of food packages.
6. The current system collects data, but linking data, extracting linked data, and manipulating data is very difficult and sometimes these actions are only possible with the assistance of the COBOL programmer.
7. The current system is a paper-based system that requires an added burden of paper purchases and filing systems.
8. Lastly, this system is not Web-based, which makes it unchangeable and cumbersome in today's technology.

As a result, the proposed solution is based on the transfer and modification of an existing State Agency Model (SAM) system; the SPIRIT system is a SAM approved by the USDA FNS to be used by WIC Programs across the United States to replace aging WIC MIS systems. This system was originally developed for thirteen Indian Tribal Organizations in the Oklahoma and New Mexico. The system is an online, Web-based system using Microsoft's .Net framework suite of software tools and employs "Smart Client" architecture. The relational database software for the central operations site is Microsoft SQL Server 2000. In addition, the SPIRIT system will be operated as a single system from one central host site and will provide a more efficient and cost effective operation for the ADH WIC Program. With the adoption of the SPIRIT system, current business processes will be streamlined to allow the ADH WIC Program to transition from a paper-based program to a more effective paperless business model. As a result, a change in the ratio of clerical to Competent Professional Authority (CPA) will be required. The CPA staff will become more involved in the data entry sections of the SPIRIT system; currently, the CPA staff utilizes multiple forms and the clerical staff inputs the information from the forms

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into the Wang system. By allowing the CPAs to enter the data directly into the SPIRIT system, the participant process is streamlined by maximizing the quality of data and minimizing the errors.

Overview of ADH Organization and Operations

The Arkansas Department of Health (ADH) is the second largest state agency with more than three thousand (3,000) employees working in all 75 counties. Every county has at least one (1) local health unit but some counties, depending on their size, have more than one (1) local health unit (LHU). Qualified participants may apply for and receive WIC benefits at their local health unit. ADH employees are committed to providing the best services to the citizens of the state. Attachment B contains the organization chart for ADH. Attachment C contains the organization chart for the WIC program.

Acronyms

ACA	Arkansas Code Annotated
ADH	Arkansas Department of Health
CPA	Certified Professional Authority
DFA	Department of Finance and Administration
DFDD	Detailed Functional Design Document
DTSD	Detailed Technical Specifications Document
EEO	Equal Employment Opportunity
FI	Food Instrument
FNS	Food and Nutrition Service
FSRD	Final System Requirements Document
FTE	Full-time Employees
LHU	Local Health Unit
MIS	Management Information Systems
OSP	Office of State Procurement
PMT	Project Management Team
QA	Quality Assurance
RFP	Request for Proposal
SAM	State Agency Model
SPIRIT	Successful Partners in Reaching Innovative Technology
UAT	User Acceptance Test
USDA	United States Department of Agriculture
WIC	Women, Infants and Children

1.1 DEFINITION OF TERMS

The State Procurement Official has made every effort to use industry-accepted terminology in this RFP and it will attempt to further clarify any point or item in question. The words "bidder" and "vendor" are used synonymously in this document.

1.2 ISSUING AGENCY

The Office of State Procurement (OSP) issues this RFP for the Agency. The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding RFP related matters should be made through the State's buyer, Jenny Foshee, at jenny.foshee@dfa.state.ar.us.

1.3 CAUTIONS TO VENDORS

- A. During the time between the proposal opening and contract award, Vendor will not initiate contact with the issuing office or requesting Agency concerning this RFP. Specifically, the person(s) named herein will initiate all contact.
- B. Vendors are requested to respond to each numbered paragraph of the RFP stating first the paragraph number, the specification, and then the vendor's response.
- C. Vendors must submit one (1) signed original and seven (7) copies, one (1) of which must be an electronic version, preferably in MS Word format, on CD or Floppy disk, of the proposal on or before the date specified on page one of this RFP. **Do not include any pricing from the Official Proposal Price Sheet on the copies, including the CD or Floppy disk.** Pricing from the Official Proposal Price Sheet must be separately sealed from the proposal

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response and clearly marked as pricing information. The electronic version of the Official Proposal Price Sheet must also be sealed separately from the electronic version of the proposal. Failure to submit the required number of copies with the proposal may be cause for rejection. If the Office of State Procurement requests additional copies of the proposal, they must be delivered within twenty-four (24) hours.

- D. For a proposal to be considered, an official authorized to bind the vendor to a resultant contract must have signed the original proposal that is submitted.
- E. All official documents and correspondence shall be included as part of the resultant contract.
- F. The State Procurement Official reserves the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFP, if it is in the best interest of the State to do so. Proposals will be rejected for one or more reasons not limited to the following:
 - 1) Failure of the vendor to submit proposal(s) on or before the deadline established by the issuing office.
 - 2) Failure of the vendor to respond to a requirement for oral/written clarification, presentation, or demonstration.
 - 3) Failure to provide the performance security.
 - 4) Failure to sign the Official Proposal.
 - 5) Failure to complete the Official Proposal Price Sheet(s) and include them sealed separately from the rest of the proposal.
 - 6) Any wording by the vendor in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a requirement in this RFP.
 - 7) Failure of any proposed services to meet or exceed the specifications as outlined in this RFP.

1.4 TERMS AND CONDITIONS OF PROPOSAL

- A. The term of the contract shall be for two (2) year. The contract may be mutually renewed for five (5) additional one (1) year terms or a portion thereof.
- B. All invoices shall be forwarded in duplicate to the:
Arkansas Department of Health
WIC Program
5800 West 10th Street, Suite 810
Little Rock, AR 72204

Each invoice must show an itemized list of charges by type of service.

- C. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any service. Payment will be made only after the vendor has successfully satisfied the Agency as to the reliability and effectiveness of each service as a whole.
- D. To be considered, vendors must include as part of their proposal all of the provisions of the RFP. An official authorized to bind the vendor to the resultant contract must sign bids.
- E. The Office of State Procurement will not sign any documents that include terms or conditions other than those outlined in this RFP.
- F. The successful vendor shall at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful vendor and surety shall indemnify and save harmless the Agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful vendor.
- G. The vendor must maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.
- H. Financial and accounting records must be available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

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1.5 RFP FORMAT

Any statement in this document that contains the word "**must**" "**shall**" or "**will**" means that compliance with the intent of the statement is mandatory, and failure by the vendor to satisfy that intent will cause the proposal to be rejected. It is requested that vendors respond to each item or paragraph of the RFP in sequence. Items not needing a specific vendor statement may be responded to by concurrence or acknowledgment; no response will be interpreted as an affirmative response.

References to handbooks or other technical materials as part of a response must not constitute the entire response and must identify the specific page and paragraph being referenced.

1.6 SEALED PRICES

The Official Proposal Price Sheet submitted in response to this RFP must be submitted separately sealed from the proposal response. Bidders must include all pricing information on the Official Price Proposal Sheet only and must clearly mark said page(s) as pricing information.

1.7 PROPRIETARY INFORMATION

Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement procedures. Proposals and documents pertaining to the RFP become the property of the State and shall be open to public inspection subsequent to proposal opening.

1.8 RESERVATION

This RFP does not commit the State Procurement Official to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for services or supplies.

1.9 SCHEDULE OF EVENTS

December 10, 2007	Letter of Intent to Bid to be emailed to Jenny Foshee at OSP by 4:00 p.m.
December 18, 2007	Vendor Questions due to OSP by close of business
January 8, 2008	Response to Questions Posted on OSP Website by 3:00 P.M.

Proposals are due no later than the date and time listed on Page 1 of the RFP.

1.10 CLARIFICATION OF RFP AND QUESTIONS

If additional information is necessary to enable vendors to better interpret the information contained in the RFP, written questions will be accepted until the close of business on December 10, 2007. Vendor questions submitted in writing will be consolidated and responded to by the State. The consolidated written State response will be posted on the OSP website on or before 3:00 P.M. January 8, 2008. Answers to verbal questions may be given as a matter of courtesy and must be evaluated at vendor's risk. Questions should be sent to jenny.foshee@dfa.state.ar.us

1.11 ORAL AND/OR WRITTEN PRESENTATIONS/DEMONSTRATIONS

In the event it is deemed necessary to have the vendor further explain or demonstrate the functions of the proposed service, the vendor shall make oral and/or written presentations and/or demonstrations to comply with the requirement.

The RFP evaluation committee chairperson will schedule the time for each demonstration or presentation. The demonstration is not to exceed three (3) hours. All presentations are subject to be recorded.

All expenses associated with the demonstrations or presentations, except travel for State employees, will be borne by the vendor. Inability of the vendor to provide an acceptable demonstration/presentation will cause rejection of the proposal.

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1.12 PERFORMANCE SECURITY

In order to assure full performance of all obligations imposed on a vendor by contracting with the State, the vendor will be required to provide a performance security in an amount of at least 50 percent of the total proposal price submitted by the vendor within 10 working days from date of receipt of the State's written notification by mail of its intent to award a proposal. The form of security required shall be a performance bond such as is usually and customarily written and issued by surety companies licensed and authorized to do business in Arkansas or a cashier's/certified check. An irrevocable letter of credit from an Arkansas bank is also acceptable. The State Procurement Official shall award the contract upon acceptance of the performance security.

If a vendor fails to deliver the required performance security, the proposal shall be rejected and the contract shall be awarded to the provider of the next ranked proposal. In the event of a breach of contract, either through quality problems, late delivery, substitutions, non-performance, or other areas within the control of the vendor, the State Procurement Official will notify the vendor in writing of the default and may assess reasonable charges against the vendor's performance security. If, after notification of default, the vendor fails to remedy the State's damages within ten (10) working days, the State Procurement Official may initiate procedures for collection against the vendor's performance security.

In the event of default, and in order to achieve the greatest economy for the State, the State Procurement Official may choose the next highest ranked vendor, re-advertise for proposals, negotiate a purchase, or complete any other action consistent with the procurement laws. The performance security will be released at the end of the contract period.

1.13 PRIME CONTRACTOR RESPONSIBILITY

- A. The selected vendor will be required to assume prime contractor responsibility for the contract and will be the sole point of contact.
- B. The Arkansas Department of Health reserves the right to interview the key personnel assigned by the successful vendor to this project and to recommend and/or require reassignment of personnel deemed unsatisfactory by the department. All such request must be submitted to OSP prior to making any request to the vendor.
- C. The Arkansas Department of Health reserves the right to approve subcontractors for this project and to require primary contractors to replace subcontractors who are found to be unacceptable. All such request must be submitted to OSP prior to making any request to the vendor.
- D. If any part of the work is to be subcontracted, responses to this RFP must include a list of subcontractors, including :
 - 1. firm name and address,
 - 2. contact person,
 - 3. complete description of work to be subcontracted, and
 - 4. descriptive information concerning subcontractor's organizational activities.
- E. The vendor shall give the Contract Administrator immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the vendor by any subcontractor which, in the opinion of the vendor, may result in litigation related in any way to the contract or the State.
- F. The selected vendor will be required to assume responsibility for all services obtained under contracts resulting from this RFP. It will be the responsibility of the vendor to verify completeness of each order, and its suitability to meet the needs of the Arkansas Department of Health.

1.14 PROPOSAL OPENING DATE AND LOCATION

To be considered, proposals must be received prior to the time and date specified on page one of the RFP. Proposals shall be publicly opened and announced at that time, and become public information under the laws of the State of Arkansas

1.15 STATEMENT OF LIABILITY

The State will demonstrate reasonable care, but at no time will the State be responsible for or accept liability for any vendor-owned items.

1.16 AWARD RESPONSIBILITY

The State Procurement Official will be responsible for award and the Arkansas Department of Health will be responsible for administration of any resulting contract(s).

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1.17 PUBLICITY

News releases pertaining to the RFP or the services, study, data, or project to which it relates will not be made without prior written approval of the State Procurement Director, and then only in accordance with the explicit written instructions from the Director. No results of the program are to be released without prior written approval from the State Procurement Director, and then only to persons designated.

1.18 INDEPENDENT PRICE DETERMINATION

By submission of his/her proposal, the vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal: the prices in the proposal have been arrived at independently, without collusion and that no prior information concerning these prices have been received from or given to a competitive company.

If there is sufficient evidence of collusion to warrant consideration of this proposal by the Office of the Attorney General, all vendors should understand that this paragraph might be used as a basis for litigation.

1.19 CONFIDENTIALITY

The vendor shall be bound to confidentiality of any information that its employees may become aware of during the course of performance of contracted tasks. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the contract.

1.20 COST

All charges must be included on the Official Proposal Price Sheets, must be valid for 90 days following RFP opening, and shall be included in the costing evaluation. The Official Proposal Price Sheets must be separately sealed from the proposal.

NOTE:

- 1) The State will not be obligated to pay any costs not identified on the Official Proposal Price Sheet.
- 2) Any cost not identified by the vendor but subsequently incurred in order to achieve the service will be borne by the vendor.
- 3) Official Proposal Price Sheets may be reproduced as needed.
- 4) The vendor must identify all taxes and fees included in the quoted rate and identify the taxes and fees not included in the quoted rate.

1.21 CANCELLATION

In the event the State no longer needs the service specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the vendor written notice of such cancellation 30 days prior to the date of cancellation.

1.22 DELEGATION AND/OR ASSIGNMENT

The vendor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official. The vendor shall not delegate any duties under this contract to a subcontractor other than a subcontractor named in the proposal unless the State Procurement Official has given written consent to the delegation.

1.23 CONTRACT INFORMATION

Vendors should note the following regarding the State's contracting authority, and amend any documents accordingly. Failure to conform to these standards may result in rejection of proposal.

- 1) The State of Arkansas may not contract with another party:
 - a. To indemnify and defend that party for any liability and damages. However, the State Procurement Official may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment, software or services and reimburse that party for the loss caused solely by the State's use or possession (this is the only form of indemnification to which the State Procurement Official can agree).
 - b. Upon default, to pay all sums to become due under a contract.
 - c. To pay damages, legal expenses or other costs and expenses of any party.
 - d. To continue a contract once the service has been terminated.
 - e. To conduct litigation in a place other than Pulaski County, Arkansas.

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- f. To agree to any provision of a contract which violates the laws or Constitution of the State of Arkansas
- 2) A party wishing to contract with the State of Arkansas should:
 - a. Include in its proposal that the laws of the State of Arkansas govern the contract
 - b. Acknowledge in its' proposal that contracts become effective when awarded by the State Procurement Official.

1.24 VENDOR REFERENCES

Vendors must submit, with the proposal, at least three (3) reference accounts, located in the United States who have been provided client services of a same or similar nature in the last five (5) years. Reference must include, contact person, telephone number and email address.

1.25 MANUALS

Vendors must state their provisions and/or procedures for updating or enhancing any manuals provided in response to this RFP.

1.26 IMPLEMENTATION SCHEDULE

The State requires implementation of the vendor's services no later than January 1, 2009. Offers must include this date of implementation as part of their proposal.

1.27 CONTRACT PAYMENT

Payment will be made only after the contractor has successfully satisfied the Arkansas Department of Health as to the reliability and effectiveness of the service provided.

1.28 NEGOTIATIONS

As provided in this request for proposal and under regulations, discussions may be conducted with responsible offeror who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of obtaining clarification of proposal response and negotiation for best and final offers.

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SECTION II
SYSTEM REQUIREMENTS

2.0.0 Scope of Work

The scope of work is to define the anticipated schedule of activities, milestones, and deliverables to be followed by the implementation contractor, including system maintenance after rollout is complete. As part of their response, potential contractors will be required to confirm their intent to comply with this schedule or propose any necessary modifications. Once the implementation contractor is selected, the ADH WIC Program will require strict compliance with the approved schedule. Failure to meet the approved schedule may result in withholding payments or issuing claims against contractor performance security, as determined to be in the best interest of the ADH WIC Program.

2.0.1 Drafts of Deliverables

The first draft and all subsequent drafts of deliverables will represent the implementation contractor's good faith effort to submit an accurate and complete deliverable. Submissions that contain missing and/or inaccurate sections that the contractor could have supplied (e.g., that are not dependent on information that the contractor through no fault of its own could not obtain in time to include in the deliverable) will be rejected without further review. All versions of deliverables that are actual documents shall be submitted in hard copy and/or electronic form in the current version of Microsoft Word. Subsequent electronic versions of drafts, including the final version, shall be submitted with changes tracked. The implementation contractor shall submit all deliverables to the ADH WIC Program. Any comments and corrections made by the ADH WIC Program will be delivered to the implementation contractor for further revision.

2.0.2 Project Phasing

The SPIRIT WIC system project will consist of seven (7) phases. These phases are:

1. Project Initiation and Final System Specifications;
2. Legacy data conversion to the new MIS system;
3. System Modifications and User Acceptance Testing;
4. Training
5. Implementation of Pilot, and Revisions;
6. System Rollout;
7. Initial One Year Warranty

As part of their response the potential contractors will be required to provide detailed descriptions of all planned activities and timeframes in their Task Plan. Potential contractors shall propose a Project Work Plan that meets or exceeds the requirements and schedule described below. Vendors must include a schedule of proposed work, including Gantt charts illustrating project milestones and dates or timeframes for contract deliverables. Vendor will acknowledge the goal of an incremental but rapid rollout of the system to the WIC clinics and commit to assisting the WIC Program in accomplishing that goal.

2.0.3 Project Activities and Schedule

Contractors must acknowledge this plan in their proposal or provide an alternate but comparable plan.

Preliminary Project Management and Task Plan

TASK 1 – Project Initiation and Final System Specifications

- 1.1 Project Initiation** – The ADH WIC Program conducted an analysis to determine which existing SAM WIC system is the best alternative to the currently deficient system
- 1.2 Design Plan** – The Implementation contractor shall deliver a comprehensive system implementation plan, describing in detail the contractor's approach to the implementation of the SPIRIT WIC system.
- 1.3 Final Work Plan and Schedule** – The Implementation contractor shall deliver a master work plan, including Gantt charts and a project calendar prepared using Microsoft Project or similar software. The master work plan shall reflect any changes from the plan submitted with the contractor's proposal that were discussed and agreed to during the project initiation meeting. The work plan shall be maintained throughout the life of the project and shall be updated as necessary to reflect the accurate status of the

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project. The work plan will be updated as tasks are completed.

- 1.4 Final System Requirements Document (FSRD)** – The Implementation contractor shall deliver a comprehensive Final System Requirements Document (FSRD) to the WIC MIS Manager. This document will combine the requirements of the FNS WIC FRD with the functionality contained in the Implementation contractor's transfer of the SPIRIT system.
- 1.5 Implementation, Conversion, Training and Security Plans** – The Implementation contractor shall deliver a series of written plans for the conduct of the remaining aspects of system implementation. The plans will detail the contractor's approach to system implementation, data conversion, training, and security. They will include listings of detailed tasks with task descriptions and schedules in Gantt format (or a reference to the project Gantt if appropriate).

TASK 2 – Legacy Data Conversion to the New MIS System

- 2.1 Data conversion of 5 years of legacy data** – The implementation contractor shall convert five (5) years from the participant database in the legacy WIC system beginning July 1, 2003 to the correct format and load the data on the central server of new system.

TASK 3 – System Modification and User Acceptance Testing (UAT)

- 3.1 System Modification Initiation** – The implementation contractor shall attend a meeting at the ADH WIC office. The contractor's project manager, other key personnel, and the WIC MIS Manager shall attend the meeting. The purpose of the meeting will be to review the plans, schedules, and deliverables for the modification, testing, and implementation phases of the SPIRIT system project. Approximately one (1) week after the meeting, the implementation contractor shall deliver a technical memorandum documenting all agreements, understandings, and contingencies arising from the System Modification Initiation Meeting.
- 3.2 System Modification, Technical Testing, and Revision** – The system will be ready for UAT only after the contractor has performed a thorough system qualification test of all system functionality and that test has recorded no errors. This includes the conversion routines for converting records in the legacy WIC since this system functionality will also be tested during the UAT. The contractor is responsible for generating the test data and test cases to be used for its own system qualification test; the contractor should not use the UAT script for its own system test. The implementation contractor shall modify the SPIRIT system using a structured system life cycle development methodology that includes the following types of test activities:
1. **Unit/Module Test** - This type of test is used to validate that an individual program module or script functions correctly. It validates the module's logic, adherence to functional requirements and adherence to technical specifications. Each unit/module test shall execute every source statement and each conditional branch in the module. Unit/module tests are usually conducted by the programmer that writes the module. Test results are recorded in the software development folder for that module.
 2. **System Integration Test** - This type of test examines subsystems that are made up of integrated groupings of software modules. Subsystem integration testing should be conducted in the development environment. It is the first level of testing where problem reports are generated, classified by severity, and the resolution monitored and reported. Subsystem integration testing may need to be run several times for each subsystem, and is only complete when it can be run with zero errors.
 3. **System Qualification Test** - This test, which should be conducted by an independent test group within the Implementation contractor' organization, tests the entire system once modification and testing of all system modules and subsystems have been completed. It determines whether the system complies with standards and satisfies functional, technical, and operational requirements. The goal of testing is to confirm that both individual system modules and the entire system perform in accordance with the functional requirements and technical specifications. During this test period, system documents and training manuals may also be tested for accuracy, validity, completeness, and usability. The software performance, response time, and ability of the system to operate under stressed conditions are tested. Also, the external system interfaces are tested. The ability of the system to correctly process data converted from the legacy WIC is tested. All findings shall be documented in a system qualification test analysis report prepared by the Implementation contractor for delivery to the ADH WIC Program. Like the subsystem integration test, this test may need to be run several times and

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is only complete when it runs with no errors.

4. **Regression Testing** - Regression testing shall retest a system component, such as a unit, module, or subsystem, following any modification to verify that the problem was corrected without adverse side effects and to ensure the component still complies with its requirements. Regression testing also refers to rerunning the entire system qualification test after errors have been corrected to ensure that unanticipated errors have not been introduced elsewhere in the system by the error correction activity.

5. **Readiness Certification** - Once the Implementation contractor is satisfied that the system meets the functional requirements and technical specifications, the contractor shall provide the ADH WIC Program with a written certification that the system is ready for UAT. This certification shall not be delivered until the system has passed all tests and there are no known errors.

6. **Periodic Reviews** - During the System Modification and Technical Testing subtask, the Implementation contractor shall schedule periodic reviews for local health units in Arkansas. The purpose of these reviews is to measure overall progress and status of the system development activities.

3.3 Review Site Analysis Reports - The ADH WIC Program's Regional WIC Coordinators will prepare a series of site analysis reports for each clinic. The reports will evaluate relevant aspects of each existing site, such as clinic layout, electrical service, telecommunications capability, and the ability to keep equipment and Food Instrument (FI) stock physically secure. Each report will include recommended remedial actions. The Implementation contractor shall review each of the site analysis reports and provide the WIC MIS Manager with a technical memorandum identifying any areas of concern related to the implementation of the system. The contractor may also provide recommendations on the bandwidth requirements for the telecommunications approach used in each clinic.

3.4 Operational Planning, Documentation, Training Materials - The implementation contractor shall deliver all reports and other written deliverables to the WIC MIS Manager. Other planning tasks and non-written deliverables shall be performed under the direction of the project manager. The deliverables are listed in Section 3.5 below. Written deliverables shall be submitted in draft form for review by the WIC MIS Manager. Final products will be submitted within two weeks of receipt of the WIC program comments and in appropriate quantities for implementation and system operation purposes.

3.5 Central Operation Site Preparation - It will be the implementation contractor's responsibility to assist the WIC Program in installing and testing the software on the operator's servers and ensuring that the telecommunications networks are properly configured for the UAT. For a viable UAT, the computers in the test bed must be connected to the actual host computer that will be used. The implementation contractor will train the WIC Central Office staff and provide on-site assistance for the central operation throughout the UAT. The implementation contractor will also review and provide an assessment of the Arkansas WIC Program's disaster recovery procedures.

3.6 Support UAT and System Revision - The implementation contractor shall perform a key function system walkthrough for the WIC MIS Manager and other WIC Program staff. In this demonstration, the system must perform the following functions with no errors:

1. Establish clinic calendar, schedule appointments, mark appointments as kept or missed;
2. Create security/user roles;
3. Perform Certification;
4. Issue FI;
5. Transfer between clinics;
6. Upload/download clinic files to and from a laptop computer;
7. Authorize a new Vendor;
8. Redeem FI;
9. Print Participant Report; and

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10. Print FI Reconciliation Report.

11. Transmit and Receive banking file information to and from the current banking vendor FSMC.

If there are any errors other than cosmetic errors during the demonstration, the UAT will not proceed. Assuming that the key function walkthrough has been completed with no errors, the system will become available to ADH WIC Program. The implementation contractor will be available on-site and in their development facilities for consultation and problem resolution during the test.

The system as delivered by the implementation contractor for UAT is expected to be fully functional, and contain no errors. It is assumed that the UAT can be completed in two rounds—one to uncover any errors and a second to verify that any errors identified have been fixed and that no new errors have been introduced. This requires that the implementation contractor not only fix the errors identified in round one, but also run the resulting system through their system qualification test prior to delivering it for the second round of UAT. The period of UAT will be four weeks in duration, providing the above assumptions are satisfied. Because the WIC Program is adopting software that has already been tested and approved, the UAT mainly applies to the modifications the ADH WIC Program is making to the software. In any case, the Implementation contractor shall make all required corrections and revisions to the system resulting from the acceptance testing process. System retesting shall be conducted as required. If the UAT exhibits any failures, the system will be returned to the implementation contractor for revisions. During UAT, the user manuals and online help will also be evaluated. The UAT procedures will instruct the testers to reference the user manuals or online help for directions regarding how to perform the required actions. Any inadequacies in the manuals must be corrected prior to final acceptance of those documents by the state. After successful completion of the acceptance test, the Implementation contractor will provide the ADH WIC Program with a formal assessment of the system's readiness for pilot implementation.

TASK 4 – Training

The training plan is intended to guide the process of developing and conducting training for the ADH WIC Program. All WIC Program personnel will receive training on how to operate the SPIRIT system effectively. The activities laid out in the training plan are a necessary part of system implementation and are designed to maximize its effectiveness. The training activities will be accomplished in several stages and in various regions of the state in order to continue uninterrupted WIC service to our participants. In addition, training materials will be made available for future reference and for new WIC staff to learn the system.

Objectives

The goal of the SPIRIT system training is to ensure that the WIC staff is capable of utilizing the SPIRIT system appropriately and using it to its maximum potential. Training events will be evaluated by assessing the competence of the attendees following the training. To accomplish this goal, the following specific objectives are set:

1. The training experience must relate directly to the clinic procedures and state office management activities that are necessary to operate and manage the WIC Program.
2. Each trainee must be capable of using the SPIRIT system effectively to perform the necessary WIC responsibilities at the completion of training.
3. The training must be presented in a user friendly and positive manner.
4. The training must be completed within two weeks of implementation of the new system in the training participant's WIC clinic.

The training plan presented is intended to support these objectives with the understanding that the actual training course will be designed by the Implementation contractor and matched to the requirements of the ADH WIC Program.

Training Staff

The implementation contractor will have the primary responsibility for planning and conducting all system training activities. In order to use this training to its maximum effectiveness, all WIC Program personnel will attend the training. A majority of the WIC Program staff will learn directly from the implementation contractor; others will be trained by personnel designated by the WIC Program Director as SPIRIT system trainers. These designated trainers will learn directly from the

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implementation contractor, employing the "Train the Trainer" method. This will contribute to keeping implementation costs low and allow the WIC Program to train new personnel joining the WIC Program team. In addition, to minimize the contractor manpower (and associated cost) required to conduct these training events, WIC staff who have undergone training will be used to assist in subsequent training activities. This will have the added advantage of increasing the staff expertise available once rollout is complete and the contractor is gone as well as contributing to the "Train the Trainer" program. The contractor will first conduct the training for staff involved in the UAT and then for staff of the clinics who will participate in the system pilot. Once the pilot is completed and determined to be successful, training sessions will be conducted for the other clinic groups.

Training Audience

The audience for training on the SPIRIT system will consist of state office, clinic staff, and other necessary personnel, which is approximately four hundred (400) WIC personnel. WIC Program personnel will receive in-depth training that applies to their areas of expertise. For example, clinic staff will learn the SPIRIT system clinical operations and Food Delivery Systems personnel will learn about vendor management in addition to the general overview that all WIC Program personnel will receive.

WIC Policies and Procedures

Training provided by the Implementation contractor will comply with all WIC policies and procedures, including any policies and procedures that are expected to change in order to conform to the implementation of a new MIS system.

Types of Training

In order to successfully accomplish the training goal and specific objectives, the following specific types of training will be conducted:

1. Central System Operation Training;
2. User Acceptance Test Training;
3. Program Support Staff Training;
4. Clinic Staff Training; and
5. State Office Staff Training.

The training requirements for each section are described below. The training type will be dictated by the audience. For example, the State Office training will require modules on food delivery, vendor management, and financial management.

Central System Operation Training

The Implementation contractor will train the technical staff responsible for operating the new system for the WIC Program. The training must provide sufficient technical detail to allow the technical staff to assume responsibility for all system operational requirements and must take into account the general level of systems expertise held by the technical staff prior to the training. The Central Operations Training will ensure that the WIC Programs are familiar with the various software applications that make up the central system, including the database server, applications server, and communications server and are competent to manage and balance all of the related features of a centralized application, including RAID 5 disk and tape arrays, redundancy, failover capability, fault tolerance, and load balancing.

User Acceptance Test Training

Staff participating in the user acceptance test process will follow structured scripts designed to test the functionality of the system. To an extent, this serves as on-the-job training, but it is useful to have a brief training to provide an overview of the system prior to beginning the testing process; this enables the testers to follow the test scripts more confidently and with fewer mistakes. The Implementation contractor will prepare and conduct this overview training, focusing on the components of the system, the types of screens included in each, and the general relationship between the screens.

Program Support Staff Training

One of the WIC Program's responsibilities will be to provide a help desk function to answer questions from clinic and state office users of the system. The Program Support staff will be trained by the Implementation contractor on the new WIC system itself, on standard Help Desk procedures, and on the special software used to maintain a database of problems and

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solutions. Help Desk staff will be trained prior to or at the start of UAT. The period during UAT, pilot, and rollout will serve as additional "on the job" training under the general supervision of the contractor. The contractor will coordinate with and serve as a resource to help the Program Support staff during this period. By the time rollout is complete, the Program Support staff will be expected to be fully competent to effectively perform Help Desk responsibilities on their own.

Clinic Staff Training

The Clinic Staff training will provide a system overview to the clinic staff and specific training tailored to the CPAs and the clerical staff. This training will provide real-world training scenarios of system tasks for each staff responsibility and program functional area. The clerical staff will learn tasks, such as how to issue FIs and schedule appointments; the CPAs will learn tasks, such as inputting a participant's information into the SPIRIT system, issuing food packages, and scheduling Nutrition Education. Any changes in clinic policies and procedures resulting from the SPIRIT system will be incorporated into the training.

State Office Staff Training

This training will be specific to the tasks that the WIC Central Office handles. For example, the Food Systems Delivery Manager and staff will learn specifically how to deal with Vendor Management in the SPIRIT system. As with the local level staff training, any changes to policies and procedures resulting from the adoption of the SPIRIT system will be incorporated into the training.

Training Methodologies

Addressed below are several types of methodologies that are expected to be used during training, including demonstrations, classroom presentations, hands-on experience, and written materials. Each of these methodologies complements the others, and WIC training sessions should be comprised of a combination of all four methodologies. Each of these methodological approaches is discussed briefly below.

Demonstrations

A demonstration involves using the system itself to present a live, real-time illustration of the system feature or function that is being taught. Ideally, this is accomplished by using the actual SPIRIT system running in a computer in which the video output is connected to a display device, such as an LCD projector, that allows the class to view the system screens as they would appear on a monitor during system use. This approach will be demonstrated, along with a verbal explanation, before the class has a hands-on exercise.

Classroom Presentations

Classroom presentation is a verbal presentation of material by the instructor. This is usually accompanied by a demonstration of the system feature or function that is being taught. An advantage of this method is that trainees may ask questions during the presentation; instructors should always be open and responsive to questions from training participants.

Hands-On Experience

Hands-on experience refers to the training participant physically using the system and practicing with the features of the system. When the instructor is instructing on a specific training module, the training will incorporate hands-on experience.

Written Materials

The training provided will include written materials to assist the users in learning the SPIRIT system and provide a reference once the training is completed. Written materials include:

User manuals;

1. Quick reference system instructions;
2. A day-by-day outline of the training course to which the materials pertain;
3. Screen shots from the actual system that illustrate the operation of the function being taught in that particular section of the materials;

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4. Illustrations of system outputs as appropriate;

5. Written text, tables, and illustrations that explain the concepts underlying the system, how to operate it, relevant WIC policies and procedures, and relevant examples; and,

6. Step-by-step instructions on how to use the various system features that are being taught.

The organization of the written materials should mirror the order in which the material is presented in the training module to which the materials apply. It should repeat in written form what is presented verbally and by demonstration so that the training participants receive the new information in at least four methods of learning: auditory, written, visual, and experiential.

Supplemental Training Activities

The WIC MIS Manager will distribute emails as necessary outlining the status of the SPIRIT system implementation. The Southwest Regional Office of the Food and Nutrition Service will also be on the distribution list. The status emails will disseminate policy issues that arise, note significant milestones that are reached, assist in the building of confidence in and anticipation about the new system, and serve as a vehicle for preliminary education regarding how the new system will operate. The Implementation contractor, the QA contractor, the WIC MIS Manager, and the SPIRIT Project Management Team (PMT) will provide input for the status emails, including questions, concerns, and progress reports.

As the system development process nears completion and the quantity of information to be shared increases, the email will include information, such as the schedule for UAT, training classes, and rollout. At least two months prior to rollout in each clinic, signs or posters will be developed to display in each clinic advising participants that a new system will be implemented and informing them of any policy changes that will affect them.

Training Agendas

The Implementation contractor will prepare syllabi for the training sessions and the instructor will discuss at a minimum the topics listed below.

Central Operations Training

1. Overview of the WIC system design and software application;
2. Management of the WIC system server(s);
3. Beginning and end-of-day procedures;
4. Backup and restore procedures;
5. Security procedures;
6. Data communications;
7. Network administration;
8. Troubleshooting hardware and software problems; and
9. Ad hoc reporting and report writing.

User Acceptance Test Training

1. Major system modules;
2. Clinic level functional components of the system;
3. State office level functional components of the system; and
4. Overview of screens for each functional component.

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Help Desk Staff Training

1. All of the topics covered in UAT training;
2. All of the topics covered in clinic and state office user training;
3. Use of the Help Desk Problems and Solutions Database;
4. Procedures and protocols for the routing of problems to the proper entity for solution;
5. Telephone procedures and etiquette;
6. Use of remote access software if such is being used by the Help Desk;
7. The operating system under which the system runs;
8. Relevant features of the relational database software; and
9. Common problems and their solutions.

Clinic Staff Training

1. Sign-on/off;
2. Maintaining security;
3. Appointment scheduling;
4. Participant enrollment;
5. Health/risk assessment;
6. Participant certification;
7. Food package assignment;
8. Referral procedures;
9. Nutrition education;
10. Food instrument issuance;
11. Reporting functions; and
12. Basic troubleshooting and how to get assistance.

State Office Staff Training

1. Administration of program requirements;
2. Maintenance and updating of relevant tables, such as food packages;
3. Caseload management;
4. Financial management;
5. Retailer management;

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6. Security maintenance;
7. Report production; and
8. Ad hoc reporting and report writing.

Training Equipment and Location

To support the hands-on training methodology, it will be necessary to furnish sufficient equipment to provide each trainee with access to a complete PC workstation. To simulate actual clinic conditions, an Internet connection must be established between the training facility and the central system host. It will not be necessary to provide a separate printer for each trainee, but they must be available in sufficient number to support hands-on experience in food instrument production and report generation. Because of the hardware requirements for conducting training, all of the training for UAT, the pilot sites, and the rollout groups will be conducted in a training facility to be established at sites located in the regions of the ADH. While this imposes additional travel requirements for those sites located in neighboring counties, it is a practical necessity. To avoid the purchase of additional hardware, the equipment purchased for use in the training sites with the new system will first be used for training and then installed in the closest WIC Office. The complete list of hardware requirements for training will be determined during system design and compared with the inventory on hand. The provision of other types of equipment as may be required by the contractor's training approach, such as overhead projectors, data display adapters, projection screens and easels, will be the responsibility of the contractor to provide. However, the contractor may arrange to use existing equipment owned by the ADH WIC Program.

Training Software

Several software applications may be required for use in the new system training. At a minimum, the actual working system application using a training database will be required to support the hands-on portion of system training. All supporting software external to the WIC system application, such as communications software or ad hoc reporting software, will be operational for the training.

Training Materials

The Implementation contractor will provide training materials for each training participant to use and retain for future reference, such as a student training manual and copies of any additional handouts utilized in training events, and electronic copies of the training materials so that the ADH WIC Program can make additional copies and make revisions as future training requirements change; any materials that cannot be made available electronically will be provided in camera ready form suitable for reproduction. The WIC MIS Manager will review and approve the training materials prior to their incorporation in the training activities.

Training Evaluation

The Implementation contractor will provide an evaluation tool to conduct a competency-based evaluation of the training activities. This tool must be capable of demonstrating that trainees have gained sufficient understanding of and proficiency in the new system to be able to use it to perform their WIC Program responsibilities. Each trainee will be required to complete the evaluation process at the conclusion of the training event. If necessary, it may be desirable for evaluation to be conducted at other points during training sessions as well to ensure that the training participants are learning the system. The evaluation will assist the trainers in improving the training process and provide a means for the training participants to indicate their level of satisfaction with the training program. Both objective and subjective evaluations of the effectiveness of the training will be crucial to the success of the SPIRIT system implementation. Changes or enhancements to improve the training process may be required of the Implementation contractor as dictated by the PMT.

Contractor's Training Plan

The Implementation contractor will develop a complete training plan that includes all materials for distribution, the syllabus of the training, and the agenda for all training sessions. The WIC MIS Manager will approve the training plan items and the goals, provisions, and objectives of the training activities before training activities begin. If necessary, the PMT and the Implementation contractor will meet to discuss any variations to the training plan set forth by this RFP.

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TASK 5 – Pilot Test, and Revisions

5.1 – System Implementation Initiation Meeting - Following successful completion of the user acceptance test, the WIC MIS Manager shall convene a meeting with the implementation contractor's project manager and other key WIC Program staff and contractor staff as necessary. The meeting attendees will discuss and review the project plan, schedule, and deliverables for the implementing of system pilot projects.

5.2 – Central Operation Program Support Staff Training – The implementation contractor will provide any additional training to the operations staff as necessary and as identified during the UAT. Also, the contractor will provide training to the WIC Program Support staff. Following this training, the contractor should be able to provide any additional assistance to the WIC Program during pilot and roll-out remotely from the implementation contractor's facility.

5.3 – Pilot Agency (State Office and Clinic) Training – Due to the centralized architecture of the SPIRIT system, there will be a need for either the contractor or the WIC Program to install specialized system software on computers at the pilot clinics. After successful completion of the UAT, the implementation contractor shall provide training for the staff who will be involved in each pilot site. The implementation contractor shall provide the WIC MIS Manager with documented evidence of each trainee's competence within one (1) week of the training event. Training will last three (3) days, which is of sufficient length of duration to ensure adequate comprehension.

5.4 – Data Conversion – The implementation contractor shall convert five (5) years of data from the participant database in the legacy WIC system beginning July 1, 2003 to the correct format and load the data on the central server of the new system. This conversion of the pilot clinics' participant databases will occur immediately prior to implementation of the pilot sites since the clinics will not be allowed to make any other changes to the legacy WIC records once the conversion has been accomplished.

5.5 – System Pilot Test – The implementation contractor will be required to oversee the pilot test of the SPIRIT system. The pilot is expected to last for one (1) calendar month prior to the evaluation. The WIC Program will be responsible for day-to-day operation of the central processing system during the pilot site operations, although, the implementation contractor will oversee the pilot and provide consultation and assistance as needed.

5.6 – Evaluate Pilot, Modify, and Retest System - Informal evaluation of the system software begins concurrently with the start of the pilot. Corrections, retesting, and release of updated versions occur as problems are encountered. Prior to the start of the pilot test, a Regression Acceptance Test shall be developed by the Implementation contractor in consultation with the WIC MIS Manager and key WIC personnel. This test, based on the Implementation contractor's own internal test procedures, shall be used to test modifications and corrections made in response to problems identified during the pilot, before they are released to the pilot users. The Regression Acceptance Test is designed to test overall system operability after modifications have been installed but before release of the software to the user community. It does not replace the normal development testing required for changes. Its primary purpose is to ensure that the changes do not affect other aspects of system functionality. The test shall use standardized inputs and known outputs to assess the impacts of changes. If and when software errors are encountered during the conduct of the system pilot, new versions of the system with the errors corrected will be programmed and tested by the Implementation contractor. After correction and testing of each new version, the Regression Acceptance Test will be run against that version to check that the error correction has not introduced new errors elsewhere in the system. If there are any outstanding errors at the end of system pilot, one last version that corrects the remaining errors will be produced, and that version will be installed and run for five working days at the pilot agencies before the system is rolled out to the remaining agencies. The purpose of these five additional days is to ensure that no errors are introduced into the latest version of the system that are not caught by the Regression Acceptance Test.

Within ten days following the end of the pilot, the Implementation contractor and the WIC Program, with input from the pilot clinics, will each complete and submit an evaluation of the system pilot. The evaluation will address the following factors:

1. System stability;
2. Meeting functional requirements;
3. User satisfaction;

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4. Impact on participant flow and convenience;
5. Impact on clinic operations;
6. Availability and accuracy of state level data;
7. Adequacy of help messages and user documentation;
8. Security and system integrity; and
9. Need for modification of system or user processes.

The results of the evaluation will be documented in a report to be delivered to the WIC MIS Manager. The WIC MIS Manager must approve all system revisions resulting from the evaluation of the pilot. Following any system revisions made, the contractor will conduct an abbreviated acceptance test with the WIC MIS Manager and Quality Assurance (QA) contractor.

TASK 6 – System Rollout

6.1 – System Rollout Initiation Meeting - Following successful completion of the system pilot, the WIC MIS Manager shall convene a meeting with the ADH WIC Program offices. The meeting shall be attended by the implementation contractor's project manager and other WIC Program clinic staff as deemed necessary by the WIC MIS Manager. The purpose of the meeting shall be to discuss and review the project plan, schedule, and deliverables for the rollout of the SPIRIT system to the remaining clinics. After successful completion of the pilot, the system will be rolled out to the remaining clinics throughout the five (5) ADH WIC regions in Arkansas. Each region of clinics will be trained in the use of the new system in one (1) week and physically begin using the SPIRIT system the following week. Specifically, the data will be converted from the legacy WIC system on a Friday and the clinic will begin using the system the next Monday. As one clinic begins using the new system, the next group of clinics will begin their training.

6.2 – System Operations Support - During system rollout, the Implementation contractor shall be responsible for supporting the WIC Program in the operation of the Central Site Processor application and the Program Support Team. During this period, the Implementation contractor shall ensure that the Central Processor application provides all functionality and processing required to fully support the WIC program.

For this subtask to be successful, the Central Site Processor application shall, at a minimum, provide the following services:

1. Provide online access to the functionality in the state office and clinic applications for operations, analysis, and the generation of reports.
2. Provide all file maintenance, including backups, archiving of data, and maintenance of database synchronization between system modules on a daily basis.
3. Assure all data communications between the Central Site Processor and the clinics and state offices.
4. Provide extensive disaster recovery procedures to ensure meeting system availability requirements.
5. Provide the software and support required to exchange data with other State and Federal programs electronically. This electronic data exchange will be for the purpose of meeting the requirements of the CDC Nutrition and Pediatric Surveillance System and the USDA/FNS minimum data set.
6. Provide all system enrollment, reconciliation, expenditures, vendor, and other required reports in the media required and according to the agreed upon schedule.

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6.3 – User Training, Conversion, and Implementation - The Implementation contractor's training shall be essentially the same as that for the pilot sites (modified to reflect any improvements identified during the pilot training). Concurrent with the training event, the contractor shall convert the clinics' participant databases from the legacy WIC system and assist the WIC Program in installing them on the new system. As soon as the database is installed on the new system, the clinics will be functional and ready to assist participants. Approximately four days following system rollout to the first group of clinics, a meeting will be convened at the ADH WIC office to identify any problems that must be fixed before rollout to the remaining clinic sites. The meeting will be attended by the Implementation contractor, the WIC MIS Manager, and other WIC Program staff as deemed necessary. If no significant deficiencies are identified, the WIC MIS Manager will make the decision to proceed with roll out to the remaining groups of clinics. Any problems encountered during the initial system operation will be either fixed or documented, depending on their effect on the delivery of services. If any deficiencies in the system functional requirements, technical operation, or reliability are identified, the Implementation contractor will be required to repair these at no cost.

6.4 – System Documentation - The Implementation contractor shall provide comprehensive system documentation for the system.

TASK 7 – Initial One Year Warranty

7.1 – Contract Closure of Implementation - Subsequent to system rollout, the implementation contractor will be required to deliver all documentation, source codes, forms, or other materials in addition to client or program data retained under the provisions of this RFP. The contractor will submit a final invoice for system modification and implementation activities.

7.2 - Start of One Year Warranty Period - For one year from the completion of Task 6, the Implementation contractor shall be responsible for the support and maintenance of the clinic and state office applications on the Central Site Processor. This responsibility includes one on-site follow-up training event if determined necessary by the WIC Program. The Implementation contractor shall correct any system problems identified and provide any system modifications at no additional cost to ensure the complete functionality as required by this RFP, the Detail Functional Design Document (DFDD), the Detailed Technical Specifications Document (DTSD), and the contract between the WIC Program and the Implementation contractor. All system problems reported during the warranty period are included under this provision, even if their repair extends beyond the year.

7.3 – Helpdesk – The implementation contractor should be able to provide, at a minimum from the start of the contract through all renewals, direct support to Arkansas end users, including State Office, troubleshooting, resolving system issues and documenting fixes.

7.4 – System Problem Reporting - During the one year warranty period, the Implementation contractor shall provide the WIC MIS Manager with a written response to any reported system problem addressing the technical nature of the problem and the proposed plan to resolve the issue. All approved changed orders by the WIC MIS Manager shall be tracked separately.

7.5 – System Modification - During the initial warranty period, the WIC MIS Manager, with the concurrence of the other SPIRIT users, may request the contractor to make changes to the existing system. These changes will be designed, developed, tested and implemented on a mutually agreed upon schedule. Costs for these changes shall be negotiated based on the rates quoted in the cost proposal. The Implementation contractor shall provide documented test results and updated system documentation prior to implementation of the change. No charges shall be made for maintenance required to the system to meet the system and functional requirements approved prior to 7.1, Contract Closure.

2.1.0 List of Project Deliverables

1. SPIRIT software;
2. Training and associated documentation;
3. Data Conversion;
4. DFDD, DTSD, and training manuals revised to reflect the ADH WIC Program;
5. Software Modifications;
6. Initial Helpdesk functionality and
7. Mechanism for SPIRIT to interface with the ADH data warehouse.

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2.2.0 Requested Modifications

The following is a list of modifications the ADH WIC Program would like to incorporate into the SPIRIT system. The WIC Program has determined that these modifications are essential for continuing operations in the WIC Program.

1. The SPIRIT system must be modified as belonging to the Arkansas Department of Health WIC Program and all references to other entities must be replaced to refer specifically to Arkansas. For example, reports must reflect that they are a part of the ADH WIC Program, and the SPIRIT system must be modified to accommodate the FIs of the ADH WIC Program's choosing. The implementation contractor should ensure that all tables are populated with current Arkansas information including, but not limited to the existing legacy participant data. In addition, the implementation contractor needs to ensure that the SPIRIT system interfaces with the ADH data warehouse.
2. The ADH WIC Program would like UPCs added to the price survey.
3. Because the Food Delivery System tracks compliance buys by the investigator, the Food Delivery Systems would like to add a data entry field to include the name of the investigator and the ability to run reports based on the investigator's name.
4. For the Form 798, the ADH WIC Program would like a modification to account for early and late payments.
5. The ADH WIC program requests that an adjustment be made to the end of day process to calculate the statewide average for all peer groups with the exception of the "50% over peer" group and send this in the daily bank pricing file for that peer group.

2.3.0 Proposed Schedule

Milestone/Decision Point	Responsible Party	Start Date	End Date
Implementation RFP	WIC MIS Manager	01/01/2008	01/22/2008
Data Conversion	Implementation Contractor	04/01/2008	08/31/2008
Hardware Procurement and Installation	WIC MIS Manager	04/01/2008	10/31/2008
Application Installation	Implementation Contractor	10/01/2008	11/30/2008
Staff Training	Implementation Contractor	09/01/2008	12/31/2008
Project Pilot	Implementation Contractor	09/01/2008	10/31/2008
SPIRIT goes live in Arkansas	WIC MIS Manager and Implementation Contractor	01/01/2009	06/30/2009

2.4.0 FNS Requirement

Upon implementation of the SPIRIT System for the ADH WIC Program, the Implementation contractor guarantees that the SPIRIT WIC software meets or exceeds all FNS requirements for functionality and reporting.

2.5.0 Warranty

Vendor must support the SPIRIT system with a minimum warranty of one year from system acceptance by ADH. Vendor must be able to provide extended warranty for each year that the contract is renewed.

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2.6.0 Proposal Arrangement

The Technical Proposal must present a complete detailed description of the respondent's qualifications to perform and its approach to carry out the requirements as set forth in **Section 2** (Scope of Work). The Technical Proposal shall be arranged in the following order. Deviation from the prescribed order may disqualify a proposal.

1. Cover Sheet;
2. Table of Contents;
3. Executive Summary;
4. Disclosure of Litigation;
5. Respondent's Background, Experience, and Qualifications;
6. Technical Approach and Solutions to Scope of Service;
7. Project Organization and Staffing;
8. Project Management; and
9. Financial Disclosure.

The original proposal and all copies shall be indexed and tabbed with the above sections clearly marked. The respondents should make the proposal easy for the evaluators to read and reference. Respondents shall not include ancillary information including promotional/marketing information or anything not directly responsive to the RFP in the Technical Proposal or as attachments to the proposal. Respondents shall not include any kind of cost or pricing information in the technical proposal. Proposals containing such cost or price information in the technical proposals shall be rejected as non-responsive to the RFP.

2.7.0 Disclosure of Litigation

The respondent (and any subcontractors offering services) shall disclose in the proposal their involvement in any litigation that could affect the project or contract. The respondent must identify, for all projects undertaken for the past three years, any claims, disputes, or disallowances imposed by any funding agency. In addition, a statement of any assignments, contractual obligations, and the respondent's involvement in litigation that could affect this work shall be included. Respondent must identify any contract termination(s) that have occurred or that were initiated by either party.

2.8.0 Respondent's Background and Experience

Background

Proposals shall include details of the background of the respondent regarding:

1. Date company established;
2. Ownership (whether public, partnership, subsidiary, or specified other);
3. Total number of employees; and
4. Number of full time equivalent (FTE) employees engaged in similar contracts.

Experience

Respondents shall submit a minimum of three letters of recommendation from three different sources or give an explanation as to why three are not submitted. If subcontractors are proposed, three letters of recommendation should also be submitted for each subcontractor. ADH reserves the right to contact the references submitted as well as any other

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references which may attest to the respondent's work experience. Letters of recommendation should meet the following criteria:

1. They should be on official letterhead of the party submitting recommendation;
2. They should be from entities with recent (within the last three years) contract experience with the respondent;
3. If the respondent or subcontractor has no recent contract experience, they should be from organizations regarding work closely related;
4. They should be from individuals who can directly attest to the respondent's qualification relevant to this RFP;
5. They should be limited to organizational recommendations, not personal recommendations;
6. They should be dated not more than six months prior to the proposal submission date; and
7. They shall not be from current ADH employees.

In addition, the respondents to this RFP:

8. Must have a minimum of five years working with the United States Department of Agriculture Food and Nutrition Service' Supplemental Nutrition Program for Women, Infants, and Children Management and Information Systems.
9. Must have a minimum of five years of Web-based application experience.
10. Must have three to five years of SQL Server 2000 database experience.
11. Must have three to five years of .NET Smart Client Technology.
12. Must have experience setting up application, domain/active directory, WEB, and MS-SQL servers.
13. Must adhere to the provisions of Attachment D.

Recommendations may be verified so it is very important that the proposal contain current phone numbers, mail addresses, and email addresses for all references.

Qualifications

The respondent should include the following information for itself and each subcontractor:

1. An organizational chart displaying the overall business structure;
2. Evidence of the qualifications and credentials of the respondent in terms of proven successful experience through similar projects of like size and scope;
3. The number and a description of recent similar projects successfully completed; and
4. A statement specifying the extent of respondent's responsibility and experience on each described project.

For each referenced project or contract, the respondent shall provide a description of work performed, the time period of the project or contract, the staff-months required, the contract amount, and a customer reference (including current phone numbers)

2.9.0 Project Organization and Staffing

The respondent shall include a section in its proposal that details the proposed project organization and staffing. This shall include project organization charts showing all proposed personnel by job title and lines of supervision. The respondent's proposal shall identify key personnel as required in the RFP as well as all staff proposed to meet the requirements of the RFP.

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2.10.0 Project Management

The respondent shall provide details of their intended project management and project control methods. These shall clearly explain how the respondent proposes to manage the project, control project activities, report progress, ensure required staffing, relate and report to ADH, respond to requests by ADH, and interact and coordinate with other involved parties. The respondent shall demonstrate a very clear understanding of the project and their particular capability of performing the work requested. The proposal should provide detailed plans for meeting the objectives of the contract, and each activity and/or requirement outlined in the RFP while adhering to time frames for expected deliverables. The respondent should also address any challenges they foresee in meeting the obligations and responsibilities of the contract and how they would overcome them.

2.11.0 Financial Disclosure

The respondent shall provide evidence of financial status and the financial ability to carry out the project. Sufficient information shall be provided relevant to the last three year for the respondent and any subcontractors evidencing good standing. The financial statements shall include:

1. Summary of financial standing;
2. Balance sheets;
3. Statement of income;
4. Statements of change in financial position;
5. Notes to financial statements; and
6. Auditor's reports.

SECTION III

CRITERIA FOR SELECTION

Responses will be reviewed by OSP to ensure that all mandatory requests have been addressed and submitted with the RFP. An evaluation committee, determined by ADH, will evaluate the technical response. The overall approach to the evaluation will be to determine the most highly qualified and capable vendor to fulfill the requirements of the RFP.

3.1 EVALUATING CRITERIA
The vendor should address each item listed in this section to be guaranteed a complete evaluation. Factors included are:

[illegible]

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OFFICIAL BID PRICE SHEET

Note: Vendor must disclose, on this Official Bid Price Sheet, any additional costs or charges necessary for use of the service(s) offered. Any such costs or charges not disclosed herein will be borne by the vendor.

Initial Cost associated with modifications for the WIC Spirit System	\$ _____
Data Conversion (up to five (5) years	\$ _____
Five (5) Modified Software Modules	\$ _____
Training – All AR WIC Program Personnel	\$ _____
Software Installation on Main Server	\$ _____
Help Desk Support – Term of Contract and all renewal periods	\$ _____
 Total System Modification Costs	 \$ _____

Optional Cost:

Extended Warranty (Contract Renewal Yrs. 3-7)	\$ _____ per year
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STANDARD TERMS & CONDITIONS

1. General: Any special terms and conditions included in the Request for Proposal override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the proposal are accepted by the State of Arkansas.
2. Acceptance and Rejection: The State reserves the right to accept or reject all or any part of a proposal or any and all proposals, to waive minor technicalities, and to award the proposal to best serve the interest of the State.
3. Proposal Submission: Proposals must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for proposal opening. If this form is not used, the proposal may be rejected. Each proposal should be placed in a separate envelope completely and properly identified. The proposal must be typed or printed in ink. Late proposals will not be considered under any circumstances. SIGNATURE: FAILURE TO SIGN THE PROPOSAL WILL DISQUALIFY IT. THE PERSON SIGNING THE PROPOSAL SHOULD SHOW TITLE OR AUTHORITY TO BIND HIS FIRM IN A CONTRACT. THE SIGNATURE MUST BE IN INK.
4. Prices: Quote FOB destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the Request for Proposal. Unless otherwise specified, the proposal must be firm for acceptance for thirty days from the proposal opening date. "Discount from list" proposals are not acceptable unless requested in the request for proposal.
5. Quantities: The quantities stated in the term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering Agency.
6. Brand Name References: Any catalog brand name or manufacturer's reference used in the RFP is descriptive only, not restrictive, and used to indicate the type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing other than referenced specifications, the proposal must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the vendor to supply additional descriptive material. The vendor guarantees that the product offered will meet or exceed specifications identified in this RFP. If the vendor takes no exception to the specifications or reference data in this proposal he will be required to furnish the product according to brand names, numbers, etc., as specified in the request for proposal.
7. Guaranty: All items proposed shall be newly manufactured, in first class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the request for proposal. The vendor hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The vendor further guarantees that if the items furnished hereunder are to be installed by the vendor, such items will function properly when installed. The vendor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. Samples: Samples or demonstrators, when requested, must be furnished free of expense to the state. If samples are not destroyed during reasonable examination they will be returned at vendor's expense, if requested, within ten days following the opening of proposals. All demonstrators will be returned after reasonable examination. Each sample should be marked with the vendor's name and address, proposal number and item number.
9. Testing Procedures for Specifications Compliance: Test may be performed on samples or demonstrators submitted with the proposal or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the vendor.
10. Amendments: The proposal cannot be altered or amended after the proposal opening except as permitted by regulation.

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11. Taxes and Trade Discounts: Do not include state or local sales taxes in the proposal price. Trade discounts should be deducted from the unit price and net price should be shown in the proposal.
12. Award: Term Contracts: A Contract Award will be issued to the successful vendor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment against a term contract is authorized by the receipt of a Purchase Order from the ordering Agency.
13. Firm Contracts: A written State Purchase Order mailed, or otherwise furnished, to the successful vendor within the time of acceptance specified by Agency.
14. Length of Contract: The Request for Proposal will show the period of time the term contract will be in effect.
15. Delivery on Firm Contracts: The Request for Proposal will show the number of days to place a commodity in the ordering Agency's designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the Agency may buy elsewhere and any additional cost will be borne by the vendor.
16. Delivery Requirements: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during Agency work hours only 8:00 A.M. to 4:30 P.M., unless prior approval for other delivery has been obtained from the Agency. Packing memoranda shall be enclosed with each shipment.
17. Storage: The ordering Agency is responsible for storage if the contractor delivers within the time required and the Agency cannot accept delivery.
18. Default: All commodities furnished will be subject to inspection and acceptance of the ordering Agency after delivery. Backorders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering Agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the vendors list or suspension of eligibility for award.
19. Variation in Quantity: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the Agency's purchase order.
20. Invoicing: The contractor shall be paid upon the completion of all of the following:
- a) Submission of an original and the specified number of copies of a properly itemized invoice showing the proposal and purchase order numbers, where itemized in the Request for Proposal,
 - b) Delivery and acceptance of the commodities and
 - c) Proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to "Invoice To" point shown on the purchase order.
21. State Property: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the FOB point properly identifying what is being returned.
22. Patents or Copyrights: The contractor agrees to indemnify and hold the state harmless from all claims, damages and costs, including attorneys' fees, arising from infringement of patents or copyrights.
23. Assignment: Neither any contract entered into pursuant to this Request for Proposal is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
24. Other Remedies: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
25. Lack of Funds: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal cognition to the contractor by the state. If

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the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the service, the contractor may file a claim.

26. Discrimination: In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees as follows

- a) The vendor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin;
- b) In all solicitations or advertisements for employees, the vendor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin;
- c) The vendor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute;
- d) Failure of the vendor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part;
- e) The vendor will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

27. Contingent Fee: The vendor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business.

28. Antitrust Assignment: As part of the consideration for entering into any contract pursuant to this Request for Proposal, the vendor named on the front of this Request for Proposal, acting herein by the authorized individual or its duly authorized agent, hereby, assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

29. Disclosure: Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the Agency.

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SOCIAL SECURITY NUMBER _____ FEDERAL ID NUMBER _____ SUBCONTRACTOR: _____ SUBCONTRACTOR NAME: _____

TAXPAYER ID #: _____ OR _____ IS THIS FOR: ☐ Goods? ☐ Yes ☐ No ☐ Services? ☐ Both?

TAXPAYER ID NAME: _____ FIRST NAME: _____ M.I.: _____

YOUR LAST NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ COUNTRY: _____

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (V)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	Relation
	Current	Former		From MM/YY	To MM/YY		
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☐ None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (V)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her position of control?	Ownership Interest (%)	Position of Control
	Current	Former		From MM/YY	To MM/YY			
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

☐ None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:
Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____ Title _____ Date _____

Vendor Contact Person _____ Title _____ Phone No. _____

Agency use only			
Agency Number	Agency Name	Agency Contact Person	Contact Phone No. _____ or Grant No. _____

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Attachment A
Vendor's References

1. Company Name: _____
 2. Contact Name: _____
 3. Contact's Title: _____
 4. City: _____ State: _____
 5. E-Mail Address: _____
 6. Telephone Number and Area Code: _____
 7. Description of Services Furnished: _____

-

1. Company Name: _____
 2. Contact Name: _____
 3. Contact's Title: _____
 4. City: _____ State: _____
 5. E-Mail Address: _____
 6. Telephone Number and Area Code: _____
 7. Description of Services Furnished: _____

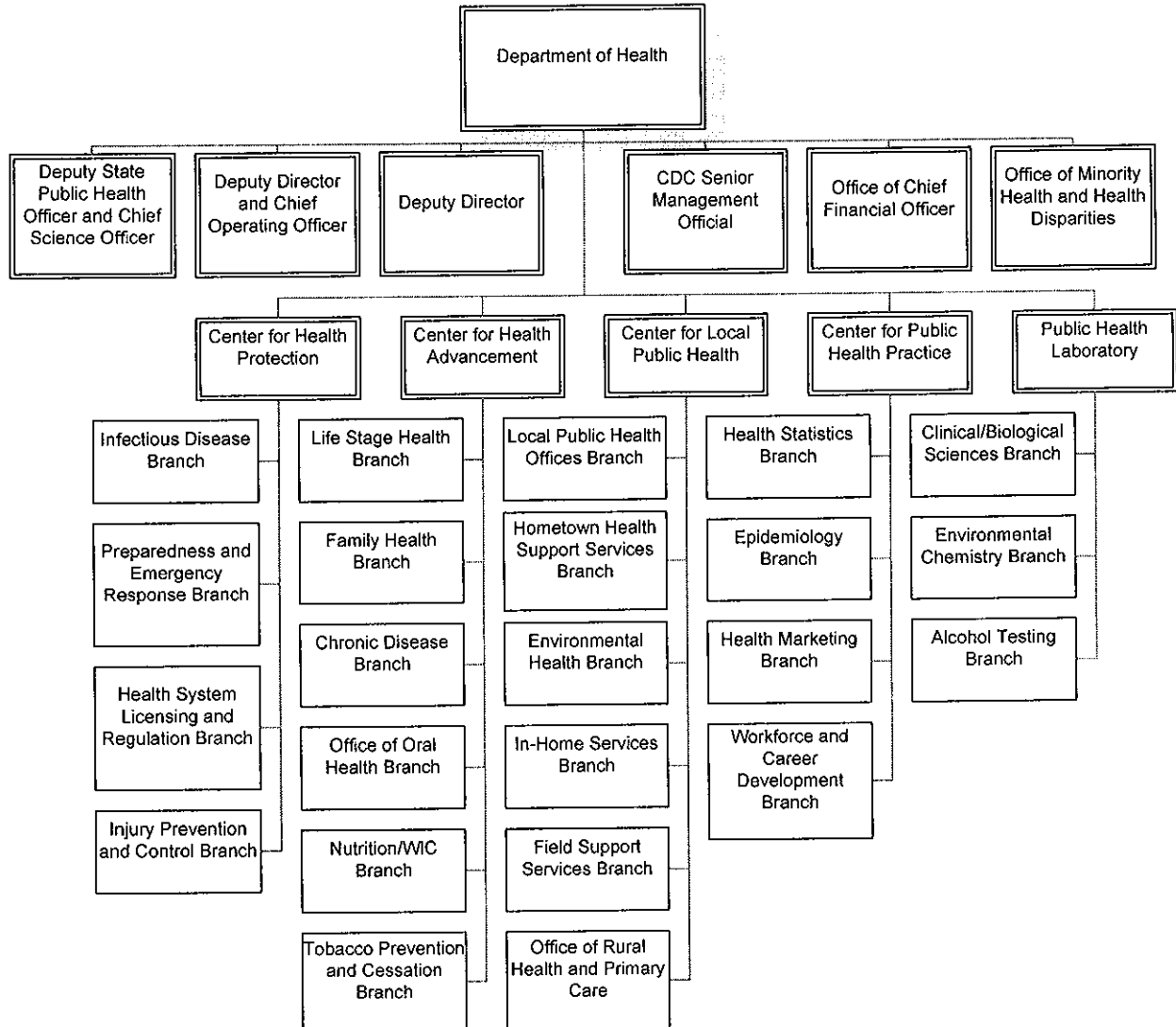
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1. Company Name: _____
2. Contact Name: _____
3. Contact's Title: _____
4. City: _____ State: _____
5. E-Mail Address: _____
6. Telephone Number and Area Code: _____
7. Description of Services Furnished: _____

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Attachment B

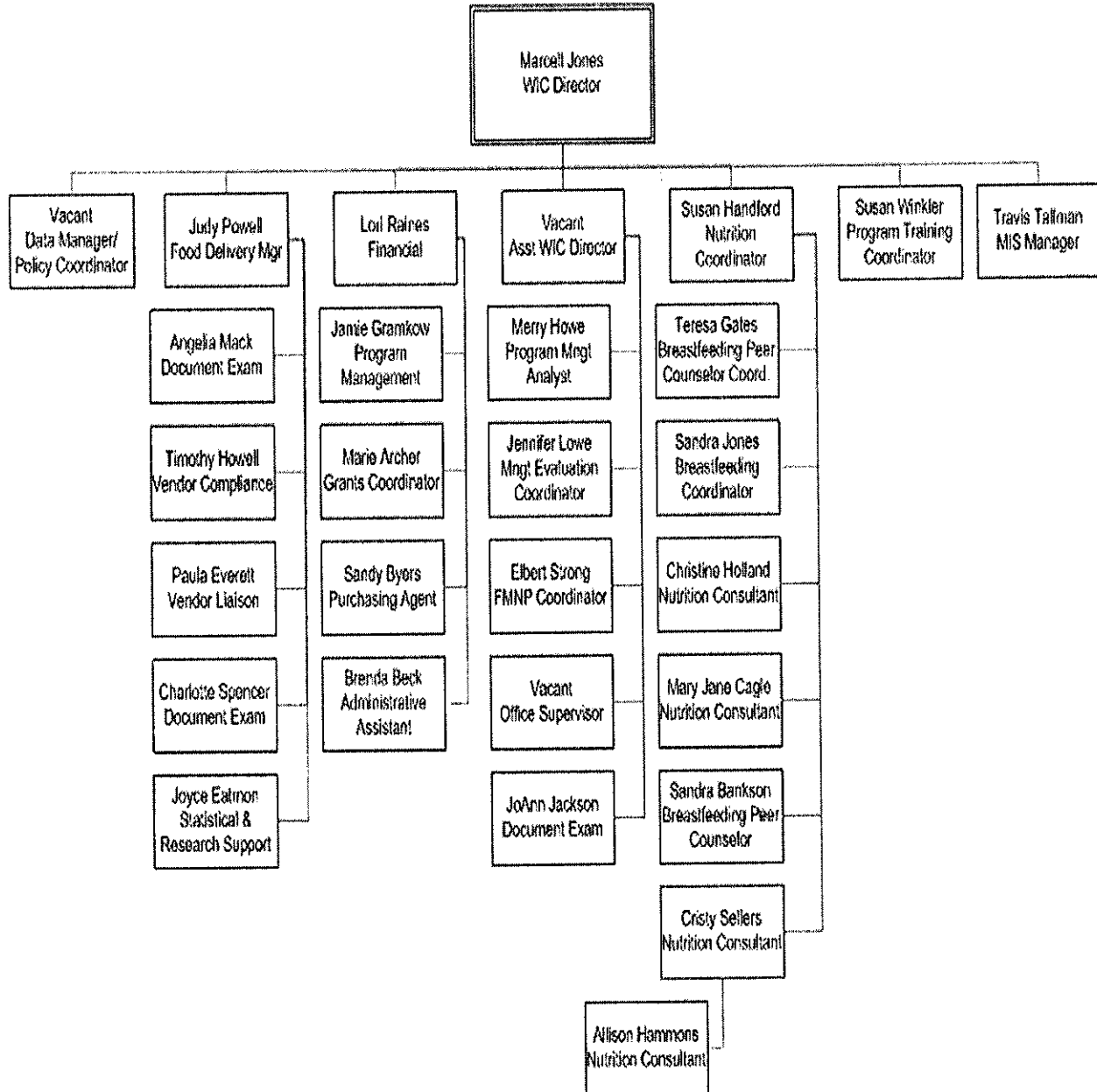
ADH ORGANIZATION CHART



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Attachment C

THE WIC PROGRAM ORGANIZATION CHART



ATTACHMENT D

FNS Required Federal Provisions

The Implementation contractor must comply with the following provisions:

1. Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.
2. The Copeland "Anti-Kickback" Act, 40 USC §276c and 18 USC §874: The "Anti-Kickback" section of the Act precludes a contractor or subcontractor from inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment. The Act also requires the contractor and subcontractor to submit a weekly statement of the wages paid to each employee performing on covered work during the preceding payroll period.
3. The Clean Air Act, Section 306:
 - a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
 - b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
 - c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
 - d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption
 - e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

4. The Clean Water Act:

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
 - (1) In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (2) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (3) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
 - (4) The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
 - (5) The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
 - (6) (1) No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
 - (2) In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

5. The Anti-Lobbying Act: This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

- c. The undersigned shall require that the language of this certification be include in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.
6. Americans with Disabilities Act: This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.
7. Drug Free Workplace Statement: The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:
- a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
 - b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
 - c. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.
 - d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the Arkansas Department of Health WIC Program that abuse of this drug will also not be tolerated in the workplace.
 - e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.
8. Debarment, suspension, and other responsibility matters: As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.
- a. The applicant certifies that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

9. The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.