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**SEALED BID
INFORMATION TECHNOLOGY REQUEST FOR PROPOSAL**

**FOR
WIC MIS/EBT Implementation Project
Transfer, Modification and Implementation of the MPSC WIC System**

Expected RFP Schedule Summary:

DATE POSTED	Feb 28, 2013
QUESTIONS DUE	March 20, 2013 4:30 PM
BIDDERS CONFERENCE	April 04, 2013 1:30 PM
PROPOSALS DUE	May 01, 2013 3:00 PM
SELECTION NOTIFICATION	TBD
INDEPENDENT REVIEW	TBD
PROJECT STARTS	Sept 30, 2013

LOCATION OF BID OPENING: 10 Baldwin Street, Montpelier

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND AMENDMENTS ASSOCIATED WITH THIS RFP WILL BE POSTED AT:

<http://bgs.vermont.gov/purchasing/bids>

THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK <http://bgs.vermont.gov/purchasing/bids> FOR ANY AND ALL NOTIFICATIONS, RELEASES AND AMENDMENTS ASSOCIATED WITH THE RFP.

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1 Overview and General Information

1.1 Overview

The State of Vermont Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) program has performed analyses required by United States Department of Agriculture/Food and Nutrition Service (USDA/FNS) Handbook 901 to select a Management Information System (MIS) for transfer and implementation, and a WIC Electronic Benefit Transfer (EBT) system for implementation. Vermont WIC has selected the Mountain Plains States Consortium (MPSC) State Agency Model (SAM) system with Vermont State hosting for the MIS transfer system and online, out-sourced EBT for implementation in Vermont.

The State of Vermont Buildings and General Services Office of Purchasing & Contracting on behalf of the Vermont Department of Health (VDH) and the State of Vermont Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) is soliciting competitive sealed, fixed price proposals (Proposals) for the Transfer, Modification and Implementation of the MPSC MIS from qualified Bidders. If a suitable offer is made in response to this Request for Proposal (RFP), the Vermont WIC Program may enter into a contract (the Contract) to have the selected Bidder perform all or part of the Work. This RFP provides details on what is required to submit a Proposal in response to this RFP, how the Vermont WIC Program will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

This is a Request for Competitive Sealed Proposals (RFP) to determine a vendor who can perform the service described in Section 3 and 4 of this RFP. Section 7 details RFP submittal requirements.

Scope of RFP

The purpose of this Scope Statement is to solicit firm fixed price bids and feasible proposals from qualified Contractors to perform the Transfer, Modification and Implementation (T&I) services defined herein. This Scope Statement is for the T&I services for the Vermont Department of Health on behalf of the Vermont Women Infant Children (WIC) MIS/EBT Implementation Project (Vermont WIC Project). The project's scope includes the transfer of a selected MPSC code and configuration, modification of the code and configuration to meet Vermont's installation requirements for the IT and WIC environment, testing of the installation, training of Vermont staff, oversight of user acceptance testing and collaboration with Vermont's QA and EBT contractors to concurrently implement the Vermont WIC MIS Transfer Implementation and online EBT in the Vermont Environment in compliance with industry standards.

Objective of RFP

The objective of procurement of T&I services is to promote the successful implementation of the MIS/EBT system and rollout by procuring quality services for delivery of the transferred MPSC system, modification and systems testing of the MPSC system and system configuration with implementation into the Vermont environment. Each deliverable and implementation process must meet industry standards for best practices.

The State of Vermont would like to augment internal IT development, IT operations and helpdesk resources with high quality, Contractor-provided T&I services throughout the project. We are highly interested in identifying Contractors that can perform T&I Services in collaboration with the three Vermont IT units, the State Project Manager, the Vermont WIC Program and Vermont's

selected EBT Implementation and QA Services contractors. T&I deliverables will be time sensitive in nature.

The outcome of this RFP is intended to be the selection of the best proposal from a qualified entity to deliver and manage T&I services for the transfer the MPSC MIS System with online benefit delivery, and its implementation into the State of Vermont computing and business environment in coordination with Vermont's selected EBT Implementation Contractor and successful fulfillment of the requirements of this RFP. Vermont is anticipating a close partnership where work is performed in a very agile and active manner where collaboration between all roles is observable, quantifiable and productive.

Program Background and Philosophy

WIC is a Federal nutrition program that helps pregnant women, new mothers, and young children eat well, learn about nutrition and stay healthy. In Vermont, the WIC program operates within the Vermont Department of Health (VDH), which is located within the Vermont Agency of Human Services (AHS).

WIC's goal is to improve health by informing families about good health practices and by providing nutritious foods to eligible Vermonters. WIC is designed to serve income-eligible applicants who are nutritionally or medically at risk. The WIC Program is funded by the United States Department of Agriculture (USDA), governed by Federal Regulations contained in the Federal Register 7 CFR Part 246.

The implementation of the Mountain Plains States Consortium (MPSC) State Agency Model (SAM) MIS in Vermont systems' environment and online, out-source hosted EBT will allow the Vermont WIC program to support the Vermont Department of Health's long tradition of public health service in Vermont by improving services to participants and maintaining financial and operational integrity of the WIC program. The implementation of these systems also allows the Vermont WIC program to meet the USDA FNS requirement for implementation of WIC EBT. The Vermont Health Department's Division of Maternal and Child Health administers the Vermont WIC Program. The Vermont Health Department (VDH) is the state's lead department for public health policy and advocacy.

Federal and State Guidelines, Standards and Conditions

The Agency of Human Services, the Department of Health and the WIC Program need to adhere to multiple sources of standards including those issued by the federal government. The selected T&I Contractor needs to follow specific state and federal requirements that may apply, as well, including the USDA from which the WIC Program will solicit funds.

The State of Vermont has required that all contracts include clearly defined outcomes and performance standards. The State will work with the selected vendor to define the final performance standards that will be incorporated into the contract. In the RFP proposal, the State asks that the vendor propose detailed, proven performance requirements and standards that support the following attributes:

- Are quantifiable
- Focus on critical outcomes
- Stress the performance of the system
- Minimize subjective evaluation by stating clear criteria
- Are realistic

- Are unambiguous
- Include a measurement period

It is expected that Federal Information Security Management Act of 2002 (FISMA) etc. will be met.

Compatibility with Standards

The T&I Contractor must ensure that the MIS is configured to meet the following compliance mandates and standards:

- USDA FNS Functional Requirements Documents (FReD) for a Model WIC System
http://www.fns.usda.gov/apd/WIC_FRED.htm
- USDA FNS WIC Universal MIS-EBT Interface Specifications June 2012
<http://www.fns.usda.gov/wic/EBT/guidance.htm>
- USDA FNS WIC Operating Rules
<http://www.fns.usda.gov/wic/EBT/guidance.htm>
- USDA FNS WIC Technical Implementation Guide
<http://www.fns.usda.gov/wic/EBT/guidance.htm>
- HIPAA/HITECH
<http://waysandmeans.house.gov/media/pdf/110/hit2.pdf>
- NIST 800-53 Rev 3 Moderate Baseline
<http://csrc.nist.gov/publications/nistpubs/800-53-Rev3/sp800-53-rev3-final.pdf>
- VT SSN Protection Statutes
<http://www.leg.state.vt.us/statutes/fullsection.cfm?Title=09&Chapter=062&Section=02440>
<http://www.leg.state.vt.us/statutes/sections.cfm?title=09&chapter=062>
- Vermont Statewide and AHS Security policies
http://dii.vermont.gov/Policy_Central
<http://humanservices.vermont.gov/policy-legislation/policies>
- Vermont Functional Requirements for WIC MIS & EBT
<http://www.healthvermont.gov/wic/documents/VtFRED.pdf>

Compatibility with existing Technology

All proposals will describe how the proposed solution including products and services is compliant with the State's technology standards specifically in regard to security and regulatory compliance Requirements.

The solution must be configured with:

- Integration with external security services (Active Directory)
- Role-based security
- Level of granularity for data entitlements and data policies (e.g. system, data object, row level, column level, data value based, read-only, and any combination of these)
- Security logging and tracking capabilities (e.g. access requests, denials, new user setup, and password changes)

The following Products are listed for the proposer's information on the computing environment within the State of Vermont

AHS-owned Oracle MDM Products

Siebel Public Sector CRM Base Option

Oracle Customer Hub Data Steward

Oracle Customer Hub B2B

Oracle Customer Hub B2C

Oracle Activity Hub B2B for Oracle Customer Hub B2B

Oracle Activity Hub B2C for Oracle Customer Hub B2C

Oracle Customer Master Data Management Integration Base Pack

Oracle Data Quality Matching Server

Oracle Data Quality Address Validation Server

Oracle Data Quality Parsing and Standardization Server (Mfr. is Informatica Corp, Third Party Program)

Oracle Data Quality Profiling Server (Mfr. is Informatica Corp, Third Party Program)

Related AHS-owned Oracle Products (Additional products may be owned at the time of contracting)

Siebel CRM Base

Siebel Tools

Siebel Public Sector Partner Portal

Siebel Public Sector eService

Siebel Partner Manager

Oracle Database Enterprise Edition

Identity and Access Management Suite Plus

Identity Manager Connector for Siebel Enterprise Applications

SOA Suite for Oracle Middleware

Business Intelligence Publisher

Unified Business Process Management Suite

Audit Vault Server

Audit Vault Collection Agent

Oracle Policy Modeling

Oracle Policy Automation

Oracle Policy Automation Connectors for Siebel

Related Agency-owned Microsoft Products

Microsoft SQL Server 2005

Microsoft SQL Server 2008

Microsoft Active Directory

Client Software

MS Windows 7

MS Office 2010

Current Business Environment

The Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) provides specific nutritious foods, referrals, and nutrition and breastfeeding education to pregnant, breastfeeding and postpartum women, infants and children up to five years of age who are determined to be at nutritional risk and meet income guidelines. Vermont serves approximately 16,000 participants monthly. Annual unduplicated participation totals approximately 24,000 participants.

The Vermont WIC program provides direct services to participants through Vermont Department of Health (VDH) WIC program management staff at the central office and a variety of staff disciplines at the local agency level within VDH District Offices. Currently, participant certification occurs at 50 clinic sites operated by Vermont's 12 Health Department District Offices. In addition to the 12 District Office sites, clinics include temporary satellite sites such as churches and other community locations, which may be held one or more days per month, but with no permanent WIC-related infrastructure.

The data acquired during participant enrollment and certification is used by VDH staff at the local agency level to provide services, WIC staff at the state agency level to manage the program, VDH health surveillance staff to monitor the health status of participants, and USDA WIC staff at the regional and national level.

Most of the prescribed foods are home delivered to Vermont WIC participants by one of 15 certified home delivery vendors under contract to Vermont WIC. Approximately \$9 million worth of WIC foods are delivered annually. WIC food benefits are delivered on a schedule set by the home delivery vendor to ensure redemption of the full nutrition benefit within each calendar month.

Prescribed fruits and vegetables are available to participants through a network of 130 authorized retail grocers. WIC participants are issued WIC EBT cards in order to access their monthly "fruit and veggie" cash value benefits (CVB), and transactions are processed by the same EBT system used for the Vermont SNAP program. Eligible fruits and vegetables can be purchased at any time during the month of eligibility. Approximately \$500,000 in CVB is redeemed annually, representing about 50% of actual CVB available.

The current Vermont WIC management information system was developed in 1977. It operates on a current model IBM mainframe and utilizes CICS for transaction processing, VSAM for database management, and COBOL and Gener/OL as the programming languages. The mainframe has the ability to host SQL and Web servers and a portion of the CICS interface is web-enabled. Although the legacy WIC system has been successfully modified to meet federally mandated requirements, only 11 of the 24 current core WIC functions are automated.

Vermont WIC currently has about 24,000 active records, with close to a million in the history file. Vermont WIC does not plan to migrate historical data on participants into the transferred system, only current data will be migrated. The legacy system has approximately 120 fields (99 on the data entry form, but there are additional system-generated fields in the data set). Any individual record is updated at least monthly, with some having more frequent activity. When a record is updated, the old information is not retained within the legacy system, but a weekly extract of updated

records is transmitted to VDH for retention in a WIC transaction history file. Sensitive information in the form of name, birth date, physical measurements, and health risk data is collected and retained.

In addition to the mainframe legacy system, WIC data is also contained in Access databases, Excel spreadsheets and paper stores. The combined data systems are used to:

- enroll WIC participants;
- store and manage participant records and data;
- track participant health related data such as immunizations completed and due;
- issue orders for WIC food deliveries and CVB via EBT;
- issue, process and reconcile bank redemption data;
- reconcile and report monthly participation and financial data;
- manage vendor data and the vendor cost containment system;
- manage the WIC infant formula rebate contract and billings;
- maintain CDC's Pediatric and Pregnancy Nutrition Surveillance Systems data and reporting;
- maintain USDA Participant Characteristics data and reporting;
- maintain USDA The Integrity Profile data and reporting; and
- produce ad hoc reports

2 Procurement Schedule of Events

The expected timetable, including the Proposal due Date and other important dates, are set forth below. The name of any Vendor submitting a proposal shall be a matter of public record on the Proposal Due Date.

RFP Published	Feb 28, 2013
Questions Due	March 20, 2013 4:30 PM
Answers to Questions Posted	March 27, 2013
Intent to Bid Letter Due	March 29, 2013 2:00 PM
Optional Bidders Tele-Conference	April 04, 2013 1:30 PM
Proposal Due (see section below for detailed instructions on Proposal Format and submission instructions)	May 01, 2013 3:00 PM 60 days from RFP posting
Finalist Selection / Notification (this can be general in nature, i.e., "within 5weeks of receiving proposals")	TBD
Recommendation for Award	TBD
Independent Review Completed Following the selection of a proposal for contract award, the selected proposal will be the subject of an independent review before a contract can be completed. The time required for this process is, at a minimum, 3 weeks. The independent review shall include:	TBD

(1) an acquisition cost assessment; (2) a technology architecture review; (3) an implementation plan assessment; (4) a cost analysis and a model for benefit analysis; and (5) a procurement negotiation advisory services contract. The independent review shall be submitted to the Chief Information Officer for review and approval as to form and substance.	
Notification of Award	TBD
Contract Negotiation Period	TBD
Project Starts	Sept 30, 2013

2.1 Single Point of Contact

All communications concerning this Request for Proposal (RFP) are to be addressed in writing to the attention of:

John McIntyre, Purchasing Agent
State of Vermont
Office of Purchasing & Contracting
10 Baldwin St
Montpelier, VT 05633-7501

John McIntyre, Purchasing Agent is the sole contact for this proposal. Actual contact with any other party or attempts by Bidders to contact any other party could result in the rejection of their proposal.

E-mail Address: John.McIntyre@state.vt.us

2.2 Letter Of Intent

In order to ensure all necessary communication with the appropriate Bidders and to prepare for the review of proposals, one letter of intent to bid must be submitted per Bidder. The letter must identify the projects for which it is intending to submit a proposal. Letters of Intent must be submitted by March 29, 2013 2:00 PM to the single point of contact.

2.3 Questions and Answers

Any Contractor requiring clarification of any section of this proposal or wishing to comment or take exception to any requirements or other portion of the RFP must submit specific questions in writing no later than March 20, 2013 @**4:30PM**. Questions may be e-mailed to john.mcintyre@state.vt.us. Any objection to the RFP or to any provision of the RFP, that is not raised in writing on or before the last day of the question period is waived. At the close of the question period, a copy of all questions or comments and the State's responses will be posted on the State's web site <http://bgs.vermont.gov/purchasing/bids>. Every effort will be made to have these available as soon after the question period ends, contingent on the number and complexity of the questions. Responses to the questions sent will be posted to the Electronic Bulletin Board website (<http://www.vermontbidsystem.com>).

2.4 Bidders Conference

An optional pre-proposal tele-conference will be held, on April 04, 2013, at 1:30 PM at the Vermont Department of Health. The purpose of this conference is to allow potential Bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Bidders that would like to participate by telephone may call: 1-877-273-4202, and punch in Participant Number 544 73 08 #.

While attendance at this conference will not be a prerequisite to submitting a proposal, Bidders who intend to submit a proposal are encouraged to attend. Any changes resulting from this conference will be issued in a written addendum to the solicitation. Have a copy of the solicitation with you for the conference.

3 Specific Bid Requirements

3.1 Bidder RFP Response Requirements and Responsibilities

The Bidders shall prepare and submit proposals in accordance with all requirements identified in this RFP including section 7. The State of Vermont retains the right to reject any proposal if it does not conform to the stated requirements. By submitting a proposal in response to this RFP, the Bidder agrees to be bound by and to comply with the terms and conditions included herein. Any exceptions shall be clearly and explicitly identified in the RFP response. RFP responses will include all information required by this RFP along with any additional data, references, literature, prints and/or design documentation that the Bidder believes is pertinent to the evaluation of Bidder's proposal.

By electing to respond to this RFP, the Bidder represents that it has the capabilities, fiscal means, personnel, and availability necessary to provide the required services to the State of Vermont. The State of Vermont retains the right to verify all information submitted by the Bidder and submission of an RFP response by the Bidder will constitute the Bidder's authorization to the State of Vermont to pursue such verification. Costs proposed by the Bidder are expected to be inclusive of all costs necessary to perform services and provide products required by the RFP, including (but not limited to), assets, overhead, subcontract costs, maintenance costs, licensing, staffing, cost of facilities, and cost of construction.

3.2 Additional Documentation

The State will review additional documentation provided by the Bidder to aid in the review of this RFP. Additional documentation may include (but is not limited to):

- Organizational Chart
- List of existing or proposed partners, subcontractors, or affiliates
- Resumes of proposed team members
- Information Security Policies
- Documents supporting experience with similar projects

3.3 Project Management

The State Project Manager will manage this project in accordance with the EPMO "Standard Project Process (SPP)" and project minimum deliverables produced in accordance with the process and procedure outlined at the following locations: <http://dii.vermont.gov/sites/dii/files/pdfs/EPMO-Project-Management-Procedure-Flow.pdf> and <http://dii.vermont.gov/sites/dii/files/pdfs/EPMO->

Project-Management-Procedure.pdf. These processes and methodology are consistent with the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK) Guide 4th Edition.

The set of project minimum deliverables referenced above can be found here:

<http://dii.vermont.gov/pm/pmtemplates/spp> Use of other deliverables/templates will require prior review and agreement from the EPMO Director.

The WIC EBT contractor may use their own methodology for internal Project Management. Bidder's staff and subcontractors are to follow a consistent methodology for all SOW activities. The methodology must be approved by the Department of Information and Innovation's Enterprise Project Management Office (EPMO) as they have statutory oversight authority for information technology activities over \$100k.

The T&I Contractor will be responsible to the State's Project Manager. The Contractor will provide a project manager ("T&I PM") and his/her effort will incorporate all the tasks necessary to oversee the contractor's project and communicate progress to the State PM. These tasks include updating Project Plans, assigning staff, scheduling meetings, reviewing status reports, addressing project issues and change orders, and preparing presentations for upper management.

The Contractor's Project Manager has overall responsibility for their project deliverables, schedule, and successful implementation of the software as planned and all activities of Contractor's resources. The T&I PM and the State PM will work cooperatively to ensure project team activities and objectives are planned and performed according to the project plan schedule in place. The State PM is responsible to oversee the Contractor's adherence to contract provisions and the agreed-to project plan, and to ensure appropriate resources are allocated within the State to accomplish the agreed-to objectives. The State PM will be responsible to engage the project executive sponsors as required in the event of any problems or issues needing their intervention.

The T&I PM shall be responsible for the successful delivery of all Contractor tasks and subtasks defined in the Project Work Plan. Progress will be monitored, and approach adjusted as necessary in Project Status Meetings. The Project Work Plan (for Contractor tasks) shall be updated by the Contractor, agreed upon and reports printed for each Status Meeting.

The T&I PM shall work closely with the State's Project Manager on a day-to-day basis. The T&I PM will be required to be on-site in Vermont as agreed upon during contract negotiations, based on the project schedule. The T&I PM will attend weekly project team status meetings either onsite in Vermont or via teleconference. Contractor staff other than the Project Manager will attend as required and determined by the Contractor PM and/or the State PM. A meeting schedule will be identified during the project kickoff meeting. The T&I PM shall provide written Status Reports to the State Project Manager. Status Reports shall include, at a minimum: all tasks accomplished, incomplete, or behind schedule in the previous week (with reasons given for those behind schedule); all tasks planned for the coming two weeks, an updated status of tasks (entered into the Project Plan and attached to the Status Report – e.g., % completed, completed, resources assigned to tasks, etc), and the status of any corrective actions undertaken. The report will also contain items such as the current status of the project's technical progress and contractual obligations, achievements to date, risk management activities, unresolved issues, requirements to resolve unresolved issues, action items, problems, installation and maintenance results, and significant changes to Contractor's organization or method of operation, to the project management team, or

to the deliverable schedule where applicable. The State PM and the T&I PM will come to agreement on the exact format of the report document at or before the project kickoff meeting.

Summary of T&I Project Management Deliverables/Responsibilities:

- T&I Project Management Plan
- T&I PM to work with State project team to develop a detailed project work plan (in Microsoft Project)
- Maintain and update Project Plan and its sub plans on a regular basis (at least weekly, if not daily) by communications with the State PM
- Project kickoff meeting participation
- Deliver T&I status reports
- Deliver T&I issues log updates
- Deliver T&I risk log updates
- Attend weekly project team meetings
- Facilitate unscheduled meetings to discuss issues
- T&I PM will cooperate with the QA Contractor/PM, EBT PM, Vermont State PM and the Vermont WIC PM.

3.4 Change Management:

The Contractor must directly manage all activities related to Change Management within the Contractor's organization. The Contractor will be required to work with the Vermont State Project Manager to establish and execute a project change management plan to include all aspects of Change Management. This work will include, but is not limited to, defining and executing activities involved in (1) defining and instilling new values, attitudes, norms, and behaviors within the State of Vermont WIC organization, and (2) creating and conducting thorough testing and training tasks to ensure successful implementation and use of the MPSC system.

3.5 Contract/Project Change Orders

Once the fixed price contract has been signed, if there are any changes to the scope of work, a change order must be processed and signed by the State before any contract specified work is altered, or additional work is authorized. The State and the selected Contractor will work together to outline a change control process which will be used to manage changes to the scope of work being performed. A management reserve or contingency will be built into the original contract to accommodate unexpected changes in project scope or deliverables. The amount of that reserve will be determined during contract negotiations.

3.6 Staffing

The T&I Contractor shall obtain approval in advance from the State of all staff proposed for each project. Contractor shall notify the State in advance and obtain approval of any new staff if staffing changes during a project. If any Contractor staff does not perform up to acceptable or satisfactory standards as documented in the contract or SOW, the State shall inform the Contractor. When so informed, the Contractor shall either replace the staff member(s) with approved staff or take remedial action agreed by the State to ensure staff members are performing to an acceptable standard.

The following table presents the project staffing roles for this project. Roles may be added, altered or removed as needed. Vermont does not require one role per person for its staff for this project. A

qualified person may perform various roles as long as the tasks and responsibilities of all roles are fully covered. Final staffing requirements will be determined during contract negotiations.

Entity	Who	Role
Maternal Child Health Program Director	This is an Administrator from the Office of Maternal Child Health who oversees the WIC Program and who is the primary stake holder	Some of the duties are: • Resolves WIC resource and priority conflicts • Approves the generated work plans • Holds subordinate managers accountable for their performance • Chief advocate for the project • Holds the WIC team accountable for delivering agreed-upon results.
State WIC Director	This is the WIC Director, directly responsible for WIC program staff.	The State WIC Director keeps the Agency Project Administrator apprised of staff progress and serves as primary contact for staff.
State Project Manager	This is the Project Manager with responsibility for managing the project.	This person will serve as the single point of contact with the T&I Contractor. The Project Manager has direct communications and reporting relationship with the Maternal Child Health Program Director, Health Department IT, Agency IT and DII IT units and all Project Managers, to assure appropriate goals are maintained, maintain communications, assure accountability for planning and executing the project and assure that the agreed upon contract services are being delivered effectively in a timely manner. The State Project Manager coordinates with all State staff and contractors.
WIC Program Project Manager	This is the Project Manager with responsibility for all WIC sub-projects within the main MIS/EBT Project	Some of the duties performed by the WIC Program Project Manager are: • Provides oversight on Sub Project plans • Has close daily contact and regularly reviews with the State Project Manager, contractors and sub-project status to ensure that all requirements are fulfilled.
WIC Program Staff	WIC staff employed under the State WIC Program	Some of the duties performed by the WIC Program Staff are: • Assist the WIC Project Manager as needed. • Review system design and provide local agency perspective. • Serve as subject matter experts • Participate in UA Testing
State Development Manager	This is a State (AHS/DII) Level IT Development Manager directly responsible for the work of installing the systems and the work of associated Developers working on the WIC applications.	Some of the duties performed by the AHS/DII Development Manager are: • Provides day to day supervision of the designated staff of this project team • Has direct communications and reporting relationship with the State WIC Project Manager. • Holds the AHS/DII staff responsible for delivering agreed-upon results

Entity	Who	Role
WIC Project Planning Team	Donna Bister, Jeanne Keller, Patrick Henry, Karen Flynn, Nancy Rowell	Some of the duties performed by the Team include overseeing the project in terms of the contract and work order agreements. Specific items of oversight include but are not limited to the following: • Determination of project deliverables • Performance reviews • Schedule determination and reviews • Approval of expenditures • Budget review • Scope review • Change Request review • Final recommendations to VDH Executive Management
<i>The following roles are key staff positions that will be provided by the T&I Contractor. The reporting structure and lines of authority, as well as any additional specific activities, should be identified in the Bidder's organizational chart and proposal</i>		
T&I Contractor Project Manager	This person will serve as the primary point of contact for the T&I Contractor	Some of the duties performed by the T&I Contractor Project Manager are: • Day to day oversight of the project • Provides direction to T&I Contractor staff • Manages the project schedule and delivery of all T&I Contractor deliverables • Reports to: The State Project Manager. This person must keep the State Project Manager informed on a regular basis regarding progress and status of the project. When issues arise, this person must be able to make recommendations to the Vermont PM regarding amendments and changes to the deliverables, schedule or budget. <u>Experience Required is:</u> • 4 years of Project Management experience • 2 years of experience on project(s) involving developing system enhancements and implementing information systems • Management of at least one Health and Human Services system implementation project of similar size and scope • WIC experience preferred • Project Management Professional (PMP) certification preferred

Entity	Who	Role
T&I Contractor Technical Lead	This person will serve as the leader of the T&I Contractor's technical team	Some of the duties performed are: • Manages technical team activities, such as design and development • Provides day to day supervision of the employees of the development team • Able to advise the State Project Manager of cost/benefit as well as consequences of any changes in work direction • Ensures documentation is updated appropriately to reflect the Vermont system as designed and implemented <u>Experience Required is:</u> • 2 years experience developing system enhancements • 2 years experience implementing system transfer and implementation projects of similar size and scope • Support of at least one Health and Human Services system implementation project of similar size and scope • Familiarity with Vermont State hardware and software preferred
T&I Contractor Program Lead	This person will serve as the leader of the T&I Contractor's program (business) team	Some of the duties performed are: • Manages program team activities, such as requirements validation, business process validation • Provides day to day supervision of the employees of the program team • Able to advise the State Project Manager of cost/benefit as well as consequences of any changes in work direction • Ensures documentation is updated appropriately to reflect the Vermont system as designed and implemented <u>Experience Required is:</u> • 2 years experience documenting system requirements and business needs • 2 years experience providing technical writing • WIC program experience preferred
T&I Contractor Training Lead	This person will serve as the leader of the T&I Contractor's training team	Some of the duties performed are: • Coordinates training activities, such as delivery of the training plan, training materials • Coordinates logistics for training events • Manages the provision of training, performing training • Ensures documentation is updated appropriately to reflect the Vermont system as designed and implemented <u>Experience Required is:</u> • 2 years of training experience • Experience providing training related to information systems of similar size and scope • WIC system training experience preferred

Entity	Who	Role
T&I Contractor Testing Lead	This person will serve as the leader of the T&I Contractor's testing team	Some of the duties performed are: • Coordinates testing activities, such as internal T&I testing and coordinating UAT • Ensures documentation is updated appropriately to reflect the Vermont system as designed and implemented <u>Experience Required is:</u> • 2 years of testing experience • WIC system testing preferred

4 T&I Scope of Work

This section contains the details of the T&I Scope responsibilities and the requirements that the T&I Contractor must meet. The T&I Contractor shall provide a detailed response on how section 4.1 (T&I Responsibilities) and sections 4.2 & 4.3 (T&I Deliverables) will be met. The T&I Contractor must perform services to provide the MPSC transfer system with Vermont's modifications and implement it statewide. The Bidder shall address each T&I task and activity in this section and provide their approach and methodology for accomplishing the tasks and activities and developing the required deliverables.

An agile but iterative development process is preferred. Proposals should identify ways in which the required tasks and deliverables will be accomplished using this methodology and how knowledge will be managed to optimize all project team member efforts.

4.1 Scope of T&I Responsibilities

As part of the response to the RFP, provide detailed descriptions of all planned activities and timeframes related to these project phases. In addition to a detailed narrative about each proposed task and activity, Bidders will include in their proposal a schedule of proposed work, including Gantt charts illustrating project milestones and dates or timeframes for contract deliverables. Dates will be coordinated with the State schedule, which considers both T&I and EBT contractor requirements.

Vermont MIS/EBT Project Planned Phases

Phase	High Level Task
Planning	• Procurement documentation (T&I Contracting) • Project Initiation • Final Work Plan • Transfer, Modification and Testing Plan Documents • Project Management Plan • Gap Analysis
Design	• System Design Requirements/Design Review • System Specification Documents
Development	• System Modification, Technical Testing, and Revisions • Site Readiness Checklists • Operational Planning, Documentation, and Training Materials • Central Operations Training & Preparation

	• User Acceptance Training • User Acceptance Testing
Pilot Operations	• Training (Central Office, Pilot Clinics and State WIC Staff) • Data Conversion • System Pilot Test- 3 Month • Pilot Evaluation and System Modification/ Regression Testing
Statewide Rollout	• Equipment Procurement (Statewide) • Statewide Training • System Rollout • System Documentation
Maintenance	• Initial 1 Year Warranty • Optional Extended Warranties

4.2 Project Functional and Technical Deliverables

The deliverables section below includes responsibilities of the Vermont WIC T&I Contractor, EBT Contractor, the QA Contractor and/or the Vermont WIC Project Implementation Team and is being provided for reference. Areas of T&I responsibility are noted (*) where participation and/or deliverables are expected from the T&I Contractor.

Note: Due project interdependencies, deliverables and task due dates will be determined and set at the authorization of the Final State Project Plan.

4.2.1 Initiate Process Group

- IAPD - The Planning Team submitted the USDA FNS Implementation Advanced Planning Document on 3/30/2012
- QA RFP - The Planning Team will write and submit an RFP for a Quality Assurance Contractor
- T&I RFP - The Planning Team will write and submit an RFP for a Transfer and Implementation Contractor
- EBT RFP - The Planning Team will write and submit an RFP for an EBT Implementation Contractor.
- External Review - DII Independent review of Contractor proposals and qualifications
- *Contracts - The Planning Team and BGS contracting team will conduct Contract negotiations with the selected Bidder.
The T&I Bidder is not required to address this issue but may express their desired requirements for contract negotiations.

4.2.2 Planning Process Group

- Scope Management Plan - Scope management plan includes the Scope Statements and is one of the major Scope communication documents. The Project Scope Management Plan documents how the project scope will be defined, managed, controlled, verified and communicated to the project team and stakeholders/customers. It also includes all work required to complete the project. The Project Scope Management plan is included in as one of the sections in the overall Project Management plan.

- *Kickoff Documentation - Documentation to plan, execute and finalize Project Kickoff. It includes the Kickoff Agenda, Kick off Presentation, Kickoff Minutes, Kickoff T&I Memorandum, Kickoff EBT Memorandum and Kickoff Minutes Review. Presentation Materials will be created and organized by the Contractor PMs, State PM, Program PM and the QA contractor. The State PM shall convene Kickoff meeting at the State office. The T&I & EBT Contractor's project manager and other key contractor staff, as deemed necessary by the State, plus the Quality Assurance (QA) Contractor shall attend the meeting. The purpose of the meeting will be to review the project plan, schedule, and deliverables, roles and responsibilities, and the deliverables acceptance protocols and the management of change orders.
 - *The Project Kickoff Meeting Memorandum must provide a technical memorandum documenting all agreements, understandings, and contingencies arising from the project initiation meeting involving the T&I Contractor or the EBT Contractor and the State, which clarify any revisions to the project objectives, timeline, etc.
 - The QA Contractor must review the project Initiation Meeting minutes and provide written comments to the State.
- *MIS Transfer, Modification & Testing plan - The T&I Contractor must deliver a comprehensive system transfer and modification plan, describing in detail the contractor's approach to the transfer, modification and implementation of the MPSC WIC System. The plan must describe, in detail, the contractor's approach to the transfer, modification, and implementation of the new Vermont WIC system. The Transfer and Modification and Testing Plan must include a description of the structured system life cycle development methodology to be employed throughout the project. Subjects to be covered include the system transfer and modification process, the methods for maintaining requirements traceability throughout the development process, types of test activities and staffing, the change control and configuration management processes. The plan must include a discussion of the contractor's approach to quality assurance, dispute resolution process, and security. The T&I Contractor is required to utilize automated configuration management and version control tools. The plan must reflect the results of discussions with State staff regarding the final logical design of the system.

The change control and configuration management portion of the Plan will detail the contractor's approach to version control and should include, at a minimum:

- How the contractor will track and report issues and modifications
- How the contractor will assign identification numbers to releases of the system (e.g., version#, build#, where version# = the number of the latest entire system release and build# = the number of the latest release containing a single or a few module updates);
- How the contractor will implement offline system options
- How releases of the system will be archived (e.g., each new version will be archived, as will each build since the last archive);
- Procedures to ensure that only one release of the system is being system tested (either internally or in UAT) at any given time; and,
- Procedures to ensure that only one release of the system is operational at any time in all installations during Pilot, rollout, and operations.

The QA Contractor must review and provide written comments on the system transfer, modification and testing plans delivered by the T&I Contractor.

- *DFDD - The T&I Contractor must deliver an updated Detailed Functional Design Document (DFDD), or its equivalent, describing the functional requirements of the system, including

clinic, state agency and central processing functionality. This updated DFDD must contain detailed descriptions of all of the following: user interfaces, screen edits, database edits, reports, report definitions, any other system-produced outputs, and the system interfaces (e.g., CDC, TIP, USDA minimum data set). The document(s) must also describe all functional specifications for all inputs, processing and outputs.

The updated DFDD must also provide a data dictionary, which for each data element in the system will include at a minimum: field name, type and length, the table(s) to which the field belongs, whether it is a database key, a cross-reference to screens, reports and processing modules and a description of its purpose. The updated DFDD must also include a cross-reference from screen and report fields to data dictionary entries.

This deliverable is to be presented in the form of an Initial Draft and Final Version. The draft version submission must be accompanied by a formal walk-through of the document with designated state staff and the QA Contractor and an appropriate review period (i.e., twenty working days for the initial draft and ten for the final draft). The walk through of the updated DFDD will be conducted to validate that the requirements are all included in the updated DFDD and that the updated DFDD incorporates all change requirements made during the system review sessions.

The revisions in the updated DFDD, once formally accepted by the State, must be reflected in the detailed technical specifications (DTSD). The updated DFDD forms part of the overall system documentation and must be kept current and maintained in accordance with configuration management standards throughout the life of the contract. Approval of the DFDD will be required before system development activities may begin.

- The QA Contractor must participate in a walkthrough of the updated DFDD conducted by the T&I Contractor to validate that the requirements are all included in the updated DFDD and that the updated DFDD incorporates all change requirements made during the system review sessions.
- The QA Contractor must review and provide written comments on the updated Detailed Functional Design Document (DFDD) delivered by the T&I Contractor. Approval of the DFDD by the State will be required before system development activities may begin.
- *DTSD - The T&I contractor must deliver an updated Detailed Technical Specifications Document (DTSD). This deliverable is to be presented in the form of an Initial Draft and Final Version. The first draft must include a formal walk-through of the documents with designated State staff and the QA Contractor. The final updated DTSD, once formally approved by the State, will, together with the approved updated DFDD, constitute the complete system definition for the new WIC system. The updated DFDD and the updated DTSD together will constitute the agreed upon specifications regarding the functionality and operation of the new system between the State and the T&I Contractor. This deliverable must include a database schema for the WIC system describing all updated internal specifications in detail. This would include but not be limited to processing controls, all backup and recovery procedures, data flow diagrams (DFD), entity relationship diagrams (ERD), and data dictionary (DD). If not included with the updated DFDD, the updated DTSD must include definitions of system edits and a detailed description of the system architecture.

The updated DTSD must include a detailed description of the system architecture – communications, networks, processors, and system and development software. All aspects of the central site processor(s) including hardware, operating system(s), web server, application server software, and database server software, plus the techniques that should be used to manage the server installation must be described in detail. The approach to load balancing, fault tolerance, and failover capability will also be addressed in detail. Final approval of the updated DTSD will be required before beginning system development of change requirements. These two documents will be the basis for the development of UAT.

- The QA Contractor must participate in the updated DTSD sessions and walk through of the first draft conducted by the T&I Contractor to validate that the requirements are all included in the updated DFDD.
- The QA Contractor must review and provide written comments.
- EBT Modification & Testing Plan - The EBT Implementation Contractor will develop a system modification and Test Plan. This plan will outline, for each test, the purpose, methodology, environment, and approval rating system.
 - The QA Contractor must review and provide written comments on the system modification and testing plans delivered by the EBT Contractor.
- Work Breakdown Structure (WBS) - The State PM will create a Planning WBS (PWBS), which will become the Contracted (CWBS) after Contracting and kept current throughout the life of the project. A draft will be utilized for the project Kickoff and updated prior to kickoff and delivered to DII and stakeholders.
- MS Project Schedule - The State PM will place project data in MS project and deliver to DII PMO and stakeholders.
- Gantt Chart - The State PM will create a Gantt chart before kickoff and deliver to DII PMO and stakeholders
- *Master Project Plan - The master project plan will incorporate the MIS T&I, EBT, QA and State Plans into one Master Project Plan. The Contractors and Project Managers must deliver knowledge for a series of written plans for the system implementations and for continued operations and maintenance, including:
 - Budget
 - Certification Plan
 - Clinic Enablement Plan*
 - Communications Plan*
 - Cost Management plan
 - Data Conversion Plan*
 - Disaster Recovery Plan*
 - Financial Plan
 - Hardware Plan*
 - Helpdesk Plan*
 - Implementation Plans*
 - Issues Management Plan*
 - Maintenance & Support Plan*
 - Metrics Plan
 - Procurement Plan*
 - QA Management Plan
 - Retailer Enablement Plan
 - Risk Management Plan

- Schedule Management Plan*
- Security Plan*
- Settlement & Reconciliation Manual
- Staffing Management Plan*
- Telecommunications Plan*
- Test Plans*
- Training Plan*
- Work Plan*

The T&I Contractor shall develop and implement a comprehensive project management plan that describes how they intend to manage the project and illustrates how the Contractor will accomplish required tasks and produce required deliverables within the Vermont Implementation project timeline. The T&I contractor will produce an initial draft that the State PM will incorporate into the Master Project Plan. The T&I Contractor must deliver a T&I work plan and schedule describing the approach to the transfer, modification and implementation of the MPSC MIS WIC System, for review and approval by the Vermont Operations Unit Supervisor. The plan will include T&I detailed information for all relevant sub plans listed above (*). The T&I project plan must include complete and accurate task descriptions and dependencies. It must also include a description of any known risk areas and the contractor's approach for mitigating the risks. The work plan must be submitted in sufficient detail to afford the State full visibility into the status of all project activities during the course of the project effort.

The schedule will incorporate all T&I Contractor requirements (deliverables and milestones) and the State's requirements such as review periods for deliverables, schedule of staff participation in system review/design confirmation sessions, design document (DFDD) walkthroughs, user acceptance testing, training sessions, piloting, rollout, and transition and closure. This deliverable is to be presented in the form of an Initial Draft and Final Version.

The plan must include a description of the structured system life cycle development methodology to be employed throughout the project. Subjects to be covered include the system development process; the methods for maintaining requirements traceability throughout the development process; types and conduct of test activities, and the change control and configuration management processes. The T&I Contractor is required to utilize automated configuration management and version control tools. The plan must include a discussion of the Contractor's approach to quality assurance and security.

4.2.3 Execute Process Group - Begin Design & Development

- *GAP Analysis - A GAP analysis will be performed to identify Fits and Gaps between MPSC and Vermont Functional and Non-functional requirements
- *Design Review Session Agenda, Meeting Materials, Meeting Minutes
The T&I Contractor will lead and facilitate system design confirmation and change requirement definition sessions, update and deliver the system functional and technical documentation, and prepare the detailed plans for system implementation, data conversion, user training, and maintenance of system security. This project task ends with the State's formal acceptance of the T&I Contractor's plans and design documentation. Please note that the Vermont WIC Program does not intend to make major changes to the SAM transfer system. However, the existing SAM system functional and technical

documentation will need to be updated to reflect any changes that may have occurred with other system transfers as well as those that the State requires.

- *Design Review Session Configuration Document
 - T&I & EBT Design Review session Comments - The QA Contractor must review and provide written comments.
- EBT Functional Design Document - The functional design document must provide a listing and description of system functions in an organized manner; at a minimum, this must include:
 - System design overview
 - System technical overview
 - System security and user access
 - System audits and controls
 - Transaction processing, including switched, online, and manual
 - EBT system functions and operations
 - Automated Response Unit (ARU) and Customer Service Response (CSR)
 - Card issuance and card replacement
 - PIN selection process Card activation process
 - Reporting lost and stolen cards
 - Account aging, claims, repayments, representations, and adjustments
 - Retailer settlement
 - End –to-end system reconciliation/balancing
 - Interoperability
 - End-of-day processing
 - Interface management
 - Funds settlement
 - Daily, monthly, and ad hoc reporting
 - Transaction adjustments
 - Dispute tracking and resolution
- *Interface Specification Document
 - MPSC/EBT Interface Specifications Review Comments - The QA Contractor will review the Vermont MPSC/EBT Interface Specification Document to assure all necessary functionality is included from the FNS Interface Document 5.2 or above.
- Procurement Documentation - Documentation required for State procurements if needed
- Card Reader/ Writers Documents - Depending upon the purchaser, User guides and technical implementation guides will be made available from the manufacturer
- Stand Beside Documentation - Depending upon the purchaser, User guides and technical implementation guides will be made available from the manufacturer
- Server Documentation - Depending upon the hosting entity, technical implementation and specification guides will be made available from the manufacturer and a copy be made available for the Project's archive
- Client Hardware Documentation - Depending upon the need to equip District Office for Implementation, technical implementation, user and specification guides will be made available from the manufacturer and a copy be made available for the Project's archive
- Cabling Documentation - Depending upon the need for Implementation, layout and technical specification guides will be made available from DII and a copy be made available for the Project's archive

- *Site Readiness Checklists - Checklists will be provided by each contractor and the resulting checklists will be made available to all contractors. The WIC Implementation Team will use the checklists to conduct Site Readiness inspections. The T&I Contractor will develop detailed checklists to be completed at each WIC local agency site to determine the readiness of each site for implementation of the new system. The checklists will capture data to evaluate relevant aspects of each existing site, such as clinic layout, electrical service, telecommunications capability, minimum specifications for all equipment necessary for the efficient operation of the new system, and the ability to keep equipment and card stock secure. The Vermont State WIC Office and State IT staff will work with the local sites to complete the checklists and submit the completed checklists to the T&I Contractor. The T&I Contractor will review each of the checklists and provide Vermont with a technical memorandum identifying any areas of concern related to the implementation of their system in any site and providing recommendations for mitigating the concern.
 - QA Written confirmation of Site Readiness - The QA contractor will review the site analysis reports and the T&I Contractor's written review and assessment of the site analysis reports that identifies any potential problems with the planned clinic environment (e.g. location, layout, electrical service, telecommunications, etc.) that could affect system operations and recommendations for remedy of any identified deficiencies. The QA Contractor must make recommendations to ensure that all sites will be suitably prepared for system installation and implementation.
- *Retailer Data - The WIC Program Subproject, which captured MPSC Vendor Field data, is delivered in a compatible format for input into the MPSC system.
- *UPC db - The WIC Program Subproject, which captured UPC Field data, is delivered in a compatible format for input into the MPSC system.
- Retailer Certification - The WIC Program Subproject retailer Integration and Certification project documentation and efforts result in Retailer Certification
- Card Design - The EBT Implementation Contractor will be responsible for developing card graphics with input from Vermont. Card designs will follow International Standards Organization (ISO) and American National Standards Institution (ANSI) standards relating to magnetic stripe cards used for financial transactions. Vermont intends to use pre-printed, pre-encoded, non-personalized cards that will be issued over-the-counter. At this time, Vermont may plan to mail replacements for lost or stolen EBT cards. The EBT Implementation Contractor will develop a draft card design for review and approval by Vermont.
- BIN Number - Vermont needs to obtain a Bank Identification Number (BIN).
- *NUPC File - The WIC Program Subproject, which captured UPC Field data, is delivered in a compatible format for input into the MPSC system. The same UPCs will be uploaded in file format to the NUPC to represent Vermont's approved UPCs.
- Integrated Retailer Interface Specification - The EBT Implementation Contractor will develop an Integrated Retailer Interface Specification Document. This document provides retailers, retail system developers, and third party processors the detailed information needed for them to integrate EBT as a type of tender in their electronic cash register systems and/or payment networks.
- Retailer Test Scripts - The test scripts should cover all facets of the system's operations and test all of the system processing options and environmental conditions (e.g., POS hardware and communications failure and entry of erroneous data) and must test both positive and

negative results. Scripts should address each function of the system as defined in the Functional Design Document so that Vermont and USDA can be assured that all functions of the system are working properly as designed.

- *UAT Certification of readiness - Once the T&I & EBT Contractors are satisfied that their systems meet the functional requirements and technical specifications, the contractors will provide the State with a written certification that the system is ready for UAT.
 - Certification for UAT Readiness Comments - The QA will Review and provide Written Confirmation on the Contractors' Certification of System Readiness for UAT. The QA Contractor will need to establish a method to monitor system testing, which may need to include site visits to the Contractors to monitor progress.
 - Periodic Reviews - During the System Modification and Technical Testing, the Contractors must schedule periodic reviews for the State. The purpose of these reviews is to measure overall progress and status of the system modification activities. These reviews will be conducted at the State's option and may be conducted by the QA Contractor.
 - T&I UAT Certification - In order to demonstrate the system readiness for UAT, the T&I Contractor must perform a function demonstration with State staff and the QA
 - EBT UAT Certification - In order to demonstrate the system readiness for UAT, the EBT Contractors must perform a function demonstration with State staff and the QA Contractor.
- UA Test Scripts - The QA Contractor will define UAT Scripts for the Vermont environment. The test scripts should cover all facets of the system's operations and test all of the system processing options and environmental conditions and must test both positive and negative results. Scripts should address each function of the system as defined in the Functional Design Document so that Vermont and USDA can be assured that all functions of the system are working properly as designed. The scripts will also define set up requirements for accounts, benefits, cards and retailers. The tests will include multiple days of transaction processing, settlement, reconciliation and reporting.
- *UA Test Result Documentation - The UAT will not be considered complete until the system is capable of successfully processing the operations of all the UAT test procedures without significant error as defined in the performance criteria that will be established prior to initiating UAT activities. 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 by the T&I Contractor and that no new errors have been introduced. The T&I Contractor shall make all required corrections and revisions to the system resulting from the acceptance testing process. System retesting will be conducted as required to achieve the pre-determined performance criteria until the system is accepted. If the UAT exhibits any failures in the pre-determined performance criteria, the system will be returned to the T&I Contractor for revisions. The State will also include performance testing as part of UAT. The State will access the central host from selected locations to ensure that user access and performance are acceptable. If performance is an issue, the T&I Contractor will work with the State to resolve the issue as appropriate. 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 T&I Contractor will provide the State with a formal assessment of the system's readiness for pilot implementation. The QA

Contractor will confirm the system's readiness. The UAT is completed with the State's formal acceptance of the system for piloting.

- UA Testing Reports - The test reports will describe the scope, expected results from the tests, actual results from the tests, and any system modifications that are identified as necessary to resolve system errors and deficiencies found during the testing. The Implementation Contractors will submit interim test reports at the completion of UAT.
- *Certification for Pilot Testing - In planning for the Pilot Acceptance Test, the State agency must ensure via certification that the system, at a minimum, passes the following tests:
 - Performance Test—To simulate system operation, and thereby project whether the system will meet the criteria in the IAPD for sizing, performance, and capacity
 - Systems Test—To ensure that each component, as delivered by the contractor or State systems staff, operates in accordance with the design specifications
 - End-to-End Test—ensures that the interactions between each component and interface perform in accordance with the design specifications.
- UA Test Acceptance deliverables/ Certification for Pilot Testing - Upon completion of UAT, the QA Contractor must review and confirm the T&I Contractor & EBT Contractor deliverables and Certifications that confirm system readiness for Pilot Implementation. Delivery of this report marks the first Go/No GO point in Vermont's Implementation. The QA contractor, Vermont's Implementation Team and possibly FNS will decide whether to accept the System for Pilot Testing.
- *Training - After successful completion of the UAT, the State "super users" will provide face-to-face training for the staff that will be involved in the pilot.
- *Training materials - Training preparation activities are intended to guide the process of developing and conducting training for the EBT system. The EBT Implementation Contractor will develop cardholder, retailer, and state staff Training Materials and coordinate with the MPSC T&I contractor in the development of local agency staff training materials.
- *System Operational Documentation - The T&I and EBT Contractors must prepare and submit System Operational Planning documents that describe all required system operational activities and provide guidance on system maintenance and enhancement practices, tools, and approaches.
- *Operations Manual - The T&I Contractor must prepare and submit System Operational Planning documents that describe all required system operational activities and provide guidance on system maintenance and enhancement practices, tools, and approaches for the MIS system. The exact parameters of operations maintenance responsibilities will be determined by AHS and DII policy and negotiated contractual obligations.
- *User Manuals - The T&I and EBT Contractor must provide manuals describing in detail how to use and operate the system.
- Written Comments on Manuals - The QA Contractor will review the System Operational Planning documents submitted by the T&I Contractor that describe all required system operational activities. The QA contractor will review and provide written comments on the T&I & EBT Contractors' delivered manuals.
- *Source Code - The QA Contractor will ensure the T&I Contractor & EBT Contractor provide the State with the fully developed system source code and executable code.
- Pilot Documentation - Documentation pertaining to the initiation, execution and closeout of the pilot

- *System Transfer Initiation Memorandum - The T&I Contractor must provide a technical memorandum documenting all agreements, understandings and contingencies resulting from the system transfer initiation meeting.
- *System Pilot Test Initiation Memorandum - Following successful completion of the UAT, the Vermont PM will convene a meeting. The meeting must be attended by the T&I Contractor's PM, EBT PM the QA Contractor and other key State staff as necessary. The purpose of the meeting will be to discuss and review the project plan, schedule, and deliverables for the implementation of the system pilot.
- *The T&I Contractor must provide a technical memorandum documenting all agreements, understandings and contingencies resulting from the system pilot initiation meeting.
- System Pilot Test Initiation Memorandum - The EBT Contractor must provide a technical memorandum documenting all agreements, understandings and contingencies resulting from the system pilot initiation meeting.
- System Pilot Test Initiation Memoranda comments - The QA Contractor will review the T&I and EBT System Pilot Initiation Memoranda and provide written comments.
- *Pilot Issue log - The T&I Contractor & EBT contractors will be required to oversee the pilot of the new WIC system and provide consultation and assistance as needed. The T&I Contractor will be the system operator with responsibility for day-to-day operation of the central processing system. The EBT contractor will be responsible for Retail Vendor issues, Clinic Card - Reader/Writer issues and message and EBT host issues. Both contractors will aid with helpdesk issues specific to their systems. The location(s) for the pilot will be negotiated as part of the Final Work Plan and Schedule. The pilot is expected to last for three calendar months, which would include resolution of all issues discovered during pilot.
- *Regression Test Report - The Regression Acceptance Test is designed to test overall system operability after modifications have been made in response to problems identified during the pilot and will be used to test any modifications and corrections made before they are released to the pilot users. It will test all basic functionality of the system, with pre-defined inputs and expected outputs, but will test only a small sample of the system reports.
- *Pilot Technical Memorandum - The T&I Contractor must provide a technical memorandum describing the pilot results, including all identified errors and problems and their remedy, following the completion of the pilot. The memorandum must include the Contractor's assessment and verification of the system readiness for roll out.
- Pilot Technical Memorandum - The EBT Contractor must provide a technical memorandum describing the pilot results, including all identified errors and problems and their remedy, following the completion of the pilot. The memorandum must include the Contractor's assessment and verification of the system readiness for roll out.
- *Pilot Evaluation - Directly following the end of the pilot, the QA Contractor, the State staff, the T&I Contractor & EBT Contractor, and Local Agency staff will convene for a post-pilot conference call to evaluate the system pilot. The evaluation will address the following factors:
 - System stability
 - Meeting functional requirements
 - User satisfaction

- Impact on client flow and convenience
- Impact on clinic operations
- Adequacy of help messages and user documentation
- Security and system integrity
- Suggested future system modifications
- Availability and accuracy of state level data

The QA contractor with support from the EBT Implementation Contractor, T&I Contractor will complete the evaluation. The T&I Contractor & EBT Contractor will document the results of the evaluation in reports to be delivered to the State PM and the QA Contractor. The QA Contractor will review the Pilot Technical Memoranda. The QA Contractor will document the results of the Pilot in an Evaluation report to be delivered to the Vermont WIC PM, the State PM and the Contractor PMs will document the results of the Pilot. The QA contractor with support from the EBT Implementation Contractor, T&I Contractor will complete the evaluation.

The delivery of the QA Pilot evaluation kicks off discussion on the second Go/No Go point. The State Implementation Team, the QA contractor and perhaps FNS will decide if the project will proceed to statewide rollout.

- *Rollout Initiation Memoranda - After successful completion of the pilot, the system will be rolled out to the remaining agencies. With the T&I Contractor's support, Vermont DII will conduct data conversion and provide a data file to the T&I Contractor to facilitate the rollout of the system to the non-pilot agencies. The T&I Contractor will suggest a data conversion and rollout schedule that must be approved by State staff. The State staff's training of Local Agency staff will be coordinated with the data conversion and rollout. The T&I Contractor must provide a technical memorandum documenting all agreements, understandings and contingencies resulting from the system rollout initiation meeting.
- Rollout Initiation Memorandum - The EBT Contractor must provide a technical memorandum documenting all agreements, understandings and contingencies resulting from the system rollout initiation meeting.
- Post-Implementation Assessment and Problem Resolution Memoranda - Immediately following rollout to the final Local Agency, a Post-Implementation assessment meeting will be convened with the T&I Contractor, QA Contractor and State staff to assess the status of the system. The Vermont Operations Unit Supervisor will then determine whether the project can proceed to the Operation and Maintenance phase.
- *Post-Implementation Assessment and Problem Resolution Memorandum - Any problems encountered during the initial system operation are to be remedied, subject to regression testing, and provided to operational sites as a new system release. The T&I Contractor must provide a technical memorandum documenting all agreements, understandings and contingencies resulting from the Post-Implementation assessment meeting.
- Post-Implementation Assessment and Problem Resolution Memorandum - The EBT Contractor must provide a technical memorandum documenting all agreements, understandings and contingencies resulting from the Post-Implementation assessment meeting.
- *Updated System Documentation - Upon completion of system implementation, the T&I and EBT Contractors must update all system documentation, functional, technical, and operational and user manuals, to reflect any revisions made to the system. The Contractors must provide a complete set of updated documentation to the State in electronic and hard copy.

- *Continuation of Business Plan - The Contractors provide system operations and maintenance support to the State and smooth transition to Vermont IT Operations and WIC program operation by submitting a Continuation of Business Plan.
 - Plan Review Comments - The QA Contractor must review and provide written comments on the plans delivered by the T&I Contractor & EBT Contractor for the remaining aspects of system implementation and for continued operations and maintenance. Delivery of the comments marks the final Go/No Go point, which occurs after rollout but before State Operations and Warranty. FNS, the QA contractor and the State Implementation team will decide if the project proceeds to the Warranty Phase.
- *Warranty - For one year from the successful completion of the rollout and receipt of final documentation and materials, the T&I Contractor shall be responsible for the support and maintenance of the local agency/clinic and state office applications on the central site processor. Any updates made on Vermont infrastructure must be coordinated with State IT units. Any required updates to system documentation based on these changes will be made. During the one-year warranty period, the T&I Contractor will provide the State 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 change orders by the State shall be tracked separately. The Bidder will propose three optional one-year warranties; however, Vermont intends to abide by any processes adopted by the MPSC group for change control and extended warranty of the system, if developed.

4.2.4 Monitor and Control Process Group

- Agendas - The State PM is responsible for setting meeting agendas and communication of meeting time and place. Agenda items for the status meeting will be submitted to the state PM prior to the meeting.
- Status Meeting Minutes - The State PM is responsible for creating Meeting Minutes and their distribution.
- Project Issues Log - The State PM will create, maintain and address all issues in the Issues Log.
- *Status Meetings - The T&I & EBT Contractor will also participate in status meetings. The meetings will be hosted by the Vermont State PM. The meetings will serve as a forum for the reporting of progress and discussion of upcoming activities and emergent issues. The Vermont State PM will host and provide an agenda for the meetings and will prepare and disseminate minutes. The Contractors' Project Managers and other key contractor staff, as deemed necessary by Vermont Project Manager will attend the meeting along with Vermont management stakeholders, Vermont's Quality Assurance (QA) Contractor, and FNS representatives. The content of this meeting will include updates on project activities including interface specification and development, retailer enablement and certification, clinic enablement, testing, training, security assessment; and transition to operations; a review of the project work plan and the status of the project schedule; a review of issues and risks; and planning for upcoming activities.
- *Status Reports - The State PM will develop a consolidated Status report to be presented to Vermont Planning staff, and all contractors, based upon the submitted T&I and EBT status reports and the status meeting minutes after the status meetings. An updated Master project plan will be provided as an attachment to the status report

- Status Report Review - The QA Contractor will review draft status reports for thoroughness and accuracy.
- *Additional Meeting Summaries - Throughout the course of the project, numerous meetings will be held between the contractors and the State. During these meetings, various project related topics and issues will be discussed and reviewed. The entity who requested the meeting will provide a technical memorandum to the State PM, summarizing each meeting, inclusive of a listing of attendees, discussion of major topics, and a report of any decisions made and items needing follow-up.
- Phase initiation comments - The QA Contractor must review and provide written comments on the T&I Contractor's & EBT Contractor's technical memorandums documenting all agreements, understandings and contingencies resulting from phase initiation meetings.
- Phase Closing Acceptance - The QA Contractor must review and provide written comments on the T&I Contractor's & EBT Contractor's technical memorandums documenting all agreements, understandings and contingencies resulting from each Phase closing.
- QA Log - The QA Contractor must keep detailed logs of all QA monitoring tasks
- *Testing Defect Tracking - Depending on the type of test, most testing activities will be a joint effort between the EBT Implementation Contractor, the T&I Contractor, Vermont and Vermont's QA Contractor. Prior to testing, the T&I and EBT Implementation Contractors will coordinate with the QA contractor to develop a Test Plan and test scripts. The T&I & EBT Contractors will track system issues and resolutions using a method to be approved by the State. Testing which occurs during development and within the contractor's development process may be tracked using the contractor's preferred tracking method.

4.2.5 Closing Process Group - Closeout

- Completion Checklist -The State PM will coordinate Vermont IT sign off using an enhanced DII checklist.
- *Software/Hardware Image Plan - the Software/Hardware Image Plan will reflect T&I Contractor established (and State approved) configuration requirements for all distinct system environments (e.g., Central Site Processor, state level offices, permanent clinics, and off-line clinics). The Software/Hardware Image Plan will contain a standard image for software and a set of standard procedures and configuration parameters for installation of the software at the central processing site and any off-line clinics.
- *Updated Business Continuation Plan - The T&I and EBT Implementation Contractors will develop a Continuation of Business Plan in coordination with the Vermont DII unit. The plan will provide an evaluation of the types of service interruptions such as natural disasters, systems failures, and telecommunications failures that may affect the systems' operations and therefore require the use of a backup and recovery process.
- Updated Business Continuation Plan Review & Report - The QA contractor will review all Updated Business Continuation Plans and report the findings
- Contract Transition/System Conversion Plan - The EBT Implementation Contractor will develop a Contract Transition/System Conversion Plan. The purpose of this document is to detail the activities that will be involved in converting EBT processing and services to a different EBT Implementation Contractor at the end of the current EBT Implementation Contractor's contract period, should a different contractor be selected for the next period.
- *Updated Documentation - The T&I Contractor will provide a final submission of the updated system documentation and other project materials. The T&I Contractor must provide the complete system source code including all modifications to the most recent

release. In addition, the contractor must provide all system program documentation including, but not limited to, user and operational manuals, training materials, and functional (DFDD) and technical (DTSD) design documents. The T&I Contractor must also return any forms, data, or other materials acquired from the State during the course of the contract. The EBT Contractor will provide a final submission of the updated system Implementation documentation and other project materials. The contractor must provide all system program documentation including, but not limited to, user and operational manuals, training materials, and functional (DFDD) and technical (DTSD) design documents. The T&I Contractor must also return any forms, data, or other materials acquired from the State during the course of the contract.

- Lessons Learned - Project closeout ends with administrative closeout - providing feedback on project team members, updating the skills inventory, capturing key project metrics, and filing all pertinent project materials in the project archive.
- Close out Report - The QA Contractor will participate in a review of all Closing Process Group Documentation and Archive Plans and draft a close out report.
- Post Implementation Review - FNS The APD Approval process, as described in 7 CFR 277.18 (http://edocket.access.gpo.gov/cfr_2006/janqtr/pdf/7cfr277.18.pdf) of the regulations states that FNS may conduct a post-implementation review of the system once it is fully operational statewide (approximately 6 months after system deployment statewide and the initial user learning curve). FNS may conduct an onsite post-implementation review to ensure the State accomplished the goals stated in its APD. This review encompasses the program, technical, security, and financial aspects of the system. A critical reason for the post-implementation review is to ensure that the system is reviewed and evaluated before the warranty period expires. States often tend to relax after implementation and forget that they have a limited time to identify any problems or shortcomings with the system and get them fixed during the warranty period.
http://www.fns.usda.gov/apd/WIC_PIR/WIC_PIR.htm
- Post-Implementation Report - After the project assessment, the project manager prepares a post-implementation report, which is a distillation of the information gleaned from the assessment that is organized according to feedback categories and has added information on key project metrics. The project manager must present or distribute the post-implementation report to members of the responsible organization and should share it with FNS. Key areas that may be included in the report are management, risk management, communications, change management, issues management, implementation and transition, and performance of the project team.
- Archive - The elements and skills for project execution all create results that are documented during project closeout. Ideally, the best practices and lessons learned should be stored in a centralized organizational repository, facilitating access and retrieval by managers of future projects. The State PM, Program PM and QA will facilitate document and knowledge archival. Examples include managing project scope, schedule, and budget result in an updated and final project schedule; monitoring and controlling risks result in an updated risk management worksheet; managing change control, deliverable acceptance, and organizational change are documented in final approval forms, issue logs and status reports. The Archive may be maintained at several locations, but at a minimum will be located on the VDH IT Intranet as a reference for Systems Maintenance.

- *Upon the Vermont Implementation Team's request, the T&I Contractor, The EBT Contractor and the QA Contractor shall both support WIC project personnel in preparing for State and Federal reviews, in either meetings, reporting or responses.

4.3 T&I Deliverables

All deliverables listed below will be reviewed and approved by the State. Deliverables will only be considered complete after the State has approved them. Summary of T&I Deliverables and Responsibilities:

- Work with the State Implementation Team, State PM, EBT Contractor and QA Contractor as a cohesive team.
- Work with State PM to develop a detailed project work plan and schedule (in Microsoft Project) which includes T&I information for sub plans.
- Work with State PM to maintain and update the project plan on a regular basis (at least weekly)
- Work with State PM to plan the Project kickoff meeting
- Provide State with an Implementation Plan
- Provide State with a Change Management Plan
- Provide State with a Training Plan
- Provide the State with a T&I work plan, which is kept up to date.
- Participate in project team meetings
- Lead Design Review Sessions
- Design Review Session Documentation & Final Modification Document
- Security Plan
- Deliver MPSC DFDD updated for Vermont
- Deliver MPSC DTSD updated for Vermont
- Work with VDH, AHS and DII to Implement & Test the MPSC system
- Provide documented results of Systems Testing
- Provide documented results of Regression Testing
- Support User Acceptance Testing
- Generate Phase Initiation and Closeout Memoranda
- Generate MPSC, EBT online System Interface Specifications, in collaboration with the EBT contractor.
- Generate a Business Continuation Plan
- Generate Technical Memoranda from meetings
- Provide the State with Transfer and Implementation milestones
- Certify phase readiness and completion (Systems Testing, UA readiness, Clinic Readiness, Pilot readiness, Rollout readiness)
- Deliver updated MPSC Code
- Oversee Statewide Rollout
- Provide Systems Documentation
- Provide a one year warranty
- Maintain Communications with the WIC Team through the State Project Manager

4.4 System Functional Requirements

As required by the USDA FNS Handbook 901, Vermont WIC has captured system MIS and EBT system requirements in the Vermont Functional Requirements Document, which can be found at the WIC MIS/EBT Project website at http://www.healthvermont.gov/wic/MISEBT_Project.aspx

Project Schedule

The planned WIC project schedule may be amended following approved changes. The schedule as submitted to the USDA FNS is follows:

Phase	Milestone	Target Date
Planning	Submission of IAPD to USDA	3/31/2012
	Submission to USDA of RFP for MIS T&I Contractor, QA Contractor RFP and EBT Implementation RFP	9/30/2012
	USDA Approval of IAPD	9/2012
	USDA Approval of 3 RFPs	3/2013
	Release of RFPs	3/2013
	Selection of Contractors	5/2013
	Completion of DII External Review	6/2013
	Completion of Contracting	9/2013
	Project Kick-Off Meeting	9/2013
	Final Work Plan	1/2014
Design	System JAD/requirements Sessions	1/2014
	Completion and Acceptance of Detailed Design Documents	5/2014
	Final Business Process Adjustments	5/2014
Development	Completion of Development & UAT	5/2015
Pilot	Pilot Initiation	5/2015
	Pilot Completion	9/2015
Statewide Rollout	Roll-out Initiation	9/2015
	Roll-Out Completion	3/2016
	Completion of Data Conversion	
Post Warranty Project Closure and Transfer to State Operations		3/2017

4.5 Value Added Features

The Bidder may suggest and the WIC program encourages, services or updates that are not part of this RFP and demonstrate the added value to the project. The Bidders may submit proposals for the EBT RFP as well as the T&I RFP.

4.6 State of Vermont Enterprise Considerations

The State of Vermont has a largely decentralized technology structure with the Agency of Human Services and the Department of Health each having IT resources with specific unique IT roles, which avoid redundancy.

DII - The Department of Information and Innovation (DII) serves as the Enterprise IT shop for the State of Vermont hosting various enterprise applications like email and Microsoft Office SharePoint Server (MOSS). DII includes the Enterprise Project Management Office (EPMO) and the Office of the Enterprise Architect/CTO. The Commissioner of DII is the State CIO. DII also manages the State's WAN, all Telecommunications resources and the helpdesk functions. DII will provide legacy operation of the WIC system during the project, aid in Data Conversion and will provide Architecture, Helpdesk, Network services and Project Management oversight for the WIC MIS/EBT project. Hosting will occur at a site chosen by DII Enterprise Architecture (EA).

EA will work with the chosen vendor on the design (to include overall system architecture, # of servers, resources, software, etc.) for this system to include technical and non technical requirements, some of which have already been gathered. The State of Vermont has a "virtualization first" policy and it is our intention of utilizing VMware in the design of this system.

AHS - AHS IT is the Agency of Human Services Information Technology organization, providing operation support to business units within individual departments. AHS IT is responsible for all information technology across the Agency including application support and data services.

VDH - VDH IT is the Vermont Health Department's Information technology organization. IT provides an array of information technology services including software solutions that support Vermont's Public Health mission and services that support VDH business activities and public health initiatives. Information Technology includes IT Project Planning, System Review, Systems Analysis, Modeling, Solution Analysis, Application Development and Application Deployment. Additionally, IT developed applications are maintained by the VDH IT unit.

Contractors will not have unsupervised access to production or test environments that reside on State owned machines. Access to production environments will be allowed for **new** implementations under certain conditions with proper security measures as long as the environments are fully segregated administratively. Any testing done using the State's infrastructure must be planned and scheduled through the appropriate State IT office.

Contractors will not be allowed to go to production until they have proven their systems and implementations are stable in development and test environments.

It will be the T&I Contractor's responsibility to assist Vermont in installing and testing the software on the State's servers and ensuring that the remote sites are properly configured for the UAT.

The T&I Contractor will train the appropriate Vermont IT staff and provide on-site assistance for the central operation during the UAT. The T&I Contractor will also review and provide an assessment of the State's security and disaster recovery procedures for the central site.

4.7 Contractor Support / Training

The Bidder must provide a complete description of their standard training and support offerings for end users and technical staff.

4.8 Documentation

Deliverables in the form of documentation will be formal communications, using consistent project templates, which meet or exceed Vermont's documentation best practices. Documents will be posted to the project's SharePoint site and be viewable by all project stakeholders. Versioning will be utilized consistently across project documentation.

All documents produced for the WIC Project for collaboration, review, approval, and storage must be produced using MS Office Suite. The State of Vermont currently uses Word 2003, 2007 and 2010. Documents produced with a later MS version must be compatible with earlier versions.

4.9 Hardware/Software

Under any categories of IT service, a Statement of Work (SOW) may include the acquisition of hardware and/or commercial off-the-shelf (COTS) software to support the project outlined in the SOW. All hardware/software purchases must be compatible with State and applicable Agency/Department IT architecture policies and standards and be approved in accordance with State bulletins and statutes. While the Bidder may propose hardware and software as part of their proposal, the State reserves the right to procure hardware and software from other sources when it is in the best interest of the State to do so.

4.10 Data

- Data and derived data products (including aggregated, “de-identified”, or “randomized” data) collected, manipulated, or directly purchased as part of a SOW shall become the exclusive property of the State. The State is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State and Federal statutes and regulations.
- Licensed and/or copyrighted data shall be governed by the terms and conditions identified in the terms of agreement or the license.
- The Contractor, within one day of discovery, shall report to the State any security breach. The Contractor's report shall identify: (i) the nature of the security breach, (ii) the State Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information, including, but not limited to Chapter 62 of Title 9 of the Vermont Statutes or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law.
- The Bidder will make every attempt to ensure any databases are SQL Server compliant.

4.11 States Ownership of Data and Portability Following Contract Termination

The State's information, or any derivatives thereof, contained in any Contractor-owned repository (the “State Data,” which shall also be known and treated by Contractor as Confidential Information) shall be and remain the sole and exclusive property of the State. The State shall be entitled to an export of State Data, without charge, upon the request of the State and upon termination of this Agreement. Following contract termination, the State will retain ownership of all database information, including specific client-level data and aggregate data sets.

The Contractor agrees to deliver all data to the State upon the State's request, and the Contractor will possess no lien or other such rights to the data. Data transfer, storage, and retrieval procedures must protect the original data from alteration. The data shall be delivered in a standard, agreed-upon format by the Contractor for the full range of customer data and will be transmitted to the State through secure means.

The State will have up to six (6) months of full access to State data (client-level data and aggregate data sets) to obtain downloads of all data to a container within the Vermont Agency of Human Services system or another hosted solution before the Contractor can destroy client-level data and aggregate data sets. Once the State has acknowledged in writing to the Contractor's legally appointed representative that all data have been downloaded, the Contractor will destroy all State data and supply the State with a certified

affidavit that all data, including backups, have been destroyed in accordance with privacy and security standards.

In the event that the Contractor goes out of business before the end of this agreement, the Contractor agrees to deliver all data to the State upon the State's request, and the Contractor will possess no lien or other such rights to the data. Data transfer, storage, and retrieval procedures must protect the original data from alteration. The data shall be delivered in a standard, agreed-upon format by the Contractor for the full range of customer data and will be transmitted to the State through secure means. The Contractor will ensure that data is not available to any other entities but the State.

4.12 Application and Database Architecture

Please describe the preferred application and database architecture for the MPSC system. The description will clearly indicate security and adherence to industry best practices for Bidder's architecture. The Bidder will include a diagram depict specific machines and points of transitions.

4.12.1 Software Licensing:

If the proposal includes software that must be licensed from a vendor, insert software licensing requirements and anticipate volume. Include a provision for the vendor to propose the licensing options available and to recommend the advantages of those various options. For example, licensing options may include:

- Named user
- Per server
- Per work team
- Concurrent User
- Enterprise (unrestricted)

4.13 Industry Standards and Certification

- PMI global standards provide guidelines, rules and characteristics for project management and Quality Assurance. These standards are widely accepted. <http://www.pmi.org/PMBOK-Guide-and-Standards.aspx>
- NIST 800-53 Rev 3 Moderate Baseline
<http://csrc.nist.gov/publications/nistpubs/800-53-Rev3/sp800-53-rev3-final.pdf>
- HIPAA/HITECH
<http://waysandmeans.house.gov/media/pdf/110/hit2.pdf>

4.14 Required Project Policies, Guidelines and Methodologies

The Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. It is the responsibility of the Contractor to insure adherence and to remain abreast of new or revised Laws, regulations, policies, standards and guidelines affecting project execution. Agency specific confidentiality and privacy policies, such as Health Insurance Portability and Accountability Act (HIPAA) may apply. These may include, but are not limited to:

- The State's Information Technology Policies & Procedures at: http://dii.vermont.gov/Policy_Central
- The State's Record Management Best Practice at: <http://vermont-archives.org/records/standards/pdf/RecordsManagementBestPractice.pdf>
- The State Information Security Best Practice Guideline at: http://vermont-archives.org/records/standards/pdf/InformationSecurityBestPractice_Eff.20090501.pdf

- The State Digital Imaging Guidelines at <http://vermont-archives.org/records/standards/pdf/ImagingGuideline2008.pdf>
- The State File Formats Best Practice at http://vermont-archives.org/records/standards/pdf/FileFormatsBestPractice_Eff.20071201.pdf
- The State File Formats Guideline at <http://vermont-archives.org/records/standards/pdf/FileFormatsGuideline2008.pdf>
- The State Metadata Guideline at <http://vermont-archives.org/records/standards/pdf/MetadataGuideline2008.pdf>
- The EPMO's SSP and related information found from the EPMO home page with links to project management methodology, templates, and processes at <http://dii.vermont.gov/pm>

Vermont WIC recognizes the critical nature and value of a thorough Security Plan and its implementation. An initial Design Phase task and deliverable for both MIS and EBT contractors will be completion of a Security Plan. The State PM will oversee development of a consolidated Security Plan for the project that will meet FNS and State of Vermont security requirements while adhering to industry standards and best practices. The Security Plan will be developed in conjunction with several state agency partners including VDH IT, AHS IT and DII, in addition to the contractors and will assure the physical, electronic and operational security of the MIS and EBT systems. The Security Plan will address:

- Assignment of Security Responsibility
- System Environment Security
- System Interconnections/Information Sharing
- Related Laws/Regulations/Policies
- Established Policies - SOV Security Policy & Procedures
- Vermont's Safe At Home Program
- WIC Data Security requirements
- Data Centers Policies
- Hardware/Software Maintenance & Upgrades of Production Equipment
- Internet Network Security Policies
- Disaster Recovery and Continuity of Operations Plan
- Application Level Security
- State Helpdesk Operations
- Separation of Duties
- Passwords
- Data Integrity
- Data Conversion
- Patient Privacy
- Performing Backups
- EBT Retail Level Security
- EBT Host Disaster Recovery Plan
- WIC System Disaster Recovery Plan
- Site Plan

The State shall have the right to review the Contractor's information security program prior to the commencement of services and from time to time during the term of this Agreement. During the performance of the services, on an ongoing basis from time to time and without notice, the State, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of the Contractor's information security program. In lieu of an on-site audit, upon request by the State, the Contractor agrees

to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by the State regarding the Contractor's information security program.

The Contractor shall implement any required safeguards as identified by the State or information security program audits.

If the State determines it is needed, the Contractor will sign a confidentiality agreement.

The State reserves the right to periodically audit the contractor application infrastructure to ensure physical and network infrastructure meets the configuration and security standards and is in adherence to relevant state policies governing the system. Non-intrusive network audits (basic port scans, etc.) may be done randomly, without prior notice. More intrusive network and physical audits may be conducted on or off site with 24 hours notice.

Security events will be reported to the State. Security-related events include, but are not limited to:

- Evidence of unauthorized access to privileged accounts
- Evidence of unauthorized access to data

All security-related events on critical or sensitive systems must be logged and audit trails saved for one year.

4.15 Hosted System Requirements

The State shall have the right to review the Contractor's information security program prior to the commencement of services and from time to time during the term of this Agreement. During the performance of the services, on an ongoing basis from time to time and without notice, the State, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of the Contractor's information security program. In lieu of an on-site audit, upon request by the State, the Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by the State regarding the Contractor's information security program.

The Contractor shall implement any required safeguards as identified by the State or information security program audits.

If the State determines it is needed, the Contractor will sign a confidentiality agreement.

4.16 Project Communication

The Contractor will provide weekly status reports substantiating the status and progress of the work until final task of deliverables. Contractor must inform the State Project Manager in writing of any substantive issues when encountered. The emailed progress reporting should contain the following information:

- E-mail subject line: VDH WIC MIS/EBT, MMDDYYYY, T&I Progress Report
- Work accomplished during the frequency period
- Deliverable progress, as a percentage of completion
- Problem areas, including scope creep or deviation from the work plan
- Planned activities for the next reporting period
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

The State will assign a State Project Manager to oversee the coordination of tasks and advise the T&I Contractor of acceptance of deliverables.

The QA Contractor, in collaboration with the State Project Manager and State staff will review for final acceptance, each deliverable after date completed.

4.17 Dispute Resolution

The parties will seek a fair and prompt negotiated resolution within ten (10) business days of the initial notice of the dispute. If the dispute has not been resolved after such time, the parties will escalate the issue to more senior levels. Nothing herein shall prevent either party from seeking a preliminary or permanent injunction to prevent irreparable harm during the negotiation process or diminish the respective rights of the parties to pursue any and all remedies available in law and/or equity at any time. Should the dispute involve payment for requested services outside of the scope of the Agreement, in no event shall Contractor be obligated to perform such services until the dispute has been resolved to the satisfaction of both parties.

4.18 Web Services and SOA

Web services capabilities that could allow the MPSC system to function within a service-oriented architecture (SOA) environment should be outlined in the solution's technical documentation and an overview provided in the proposal.

4.19 Software

- The State and the USDA FNS reserve royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use for Federal Government purposes, the copyright in any software and associated documentation developed under the resulting contract.
- Upon the Contractor's voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, Contractor's dissolution, Contractor's merger with or acquisition by another company or contractor, discontinuance of support of any software or system, the Contractor shall convey to the State all rights, title, and interests in all custom software, software source codes, and all associated Software Source Code Documentation. For all custom software provided to the State pursuant to contracts awarded as a result of this RFP, the Contractor shall either provide the source code directly to the State in a form acceptable to the State, or deliver two copies of each software source code and Software Source Code Documentation to a State-approved escrow agent.

4.20 Open Standards

- Requests for Proposals from Bidders should clearly identify whether the solution is fully functional using Open Standards and if not, the vendor solution must specifically identify any proprietary or closed specification standards for which they do not support as a fully functional open alternative.
- The State may give preference to proprietary software solutions that implement Open Standards over proprietary solutions that do not and may include the degree to which a proprietary Software solution utilizes Open Standards as part of the Request for Proposal evaluation criteria.

4.21 Tuning and Measurement

The proposal will describe the requirement(s) for how the system will be set up in a test environment, where that environment should be optimally located and what criteria will be used to determine that the system has been successfully designed, written and load tested so all stakeholders will know it will work as proposed. The system should be tested, installed and run in a production mode without failure for 60 days before acceptance.

5 General Terms and Conditions

5.1 Non Commitment

The State reserves the right to make any award or no award as it determines best satisfies the needs and requirements of The State. Nothing contained in this RFP shall constitute a binding agreement between The

State and a Bidder. Should a Bidder be chosen at the conclusion of the RFP process, The State will enter into contract negotiations with selected Bidder at that time.

5.2 Invoicing

All invoices are to be rendered by the Bidder on the Bidder's standard billhead and forwarded to the State Project Manager. Details such as name & address will be determined during negotiations. The Bidder's proposal must clearly specify the address for submitting payments. All payments are to be based on State of Vermont's acceptance of agreed to, fixed price deliverables.

5.3 Retainage

The State may hold back 10% of each deliverable payment as retainage. Upon completion of all deliverables to the satisfaction of the State, all retainage withheld will be paid to the Contractor in full, subject to the terms and conditions of the contract.

5.4 Confidentiality

The successful response will become part of the contract file and will become a matter of public record, as will all other responses received. If the response includes material that is considered by the Bidder to be proprietary and confidential under 1 VSA, Chapter 5, the Bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The Bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the Bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.

5.5 Contract Requirements

The selected Bidder will sign a contract with the State to provide the items named in its response, at the prices listed. Minimum support levels, terms, and conditions from this RFP, and the vendor's response, will be drafted as requirements of the contract. This contract will be subject to review throughout its term.

PLEASE NOTE THAT THE STATE WILL NOT ACCEPT THE BIDDER'S STANDARD FORM IN LIEU OF THE STANDARD STATE CONTRACT PROVISIONS.

5.6 Terms and Conditions for Technology Contracts

The State will consider cancellation upon discovery that a Contractor is in violation of any portion of the agreement, including an inability by the Contractor to provide the products, support, and/or service offered in their response. The state reserves the right to purchase hardware or software recommended in the contractor's proposal from any state contract in force.

Contractor planning to submit a bid are advised of the following:

1. The State of Vermont expects the Bidder and their legal counsel to carefully review and be prepared to be bound by the ***Standard State Provisions for Contracts and Grants*** outlined in Attachment C.
2. If the Bidder wishes to propose an exception to any Standard State Provisions for Contracts and Grants, it must notify the State of Vermont in its response to the RFP. Failure to note exceptions will be deemed to be acceptance of the Standard State Provisions for Contracts and Grants as outlined in Attachment C of the RFP. If exceptions are not noted in the response to the RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State of Vermont.

3. All contracts are subject to review and approval by the Attorney General and Secretary of Administration. A software license and maintenance support agreement will be required for all major software proposed for this project.
4. Once awarded, the term of the Contract will be from the award date forward through the term stated in the contract. The State may renew this Contract for additional renewals, subject to and contingent upon the discretionary decision of the Vermont Legislature to appropriate funds for this Contract in each new fiscal year. The State may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of State of Vermont. The Contractor should guarantee that its rate offerings, over the term of the contract, are comparable to other customers of similar size and requirements. If offerings are rendered to a comparable customer which improve the pricing agreed to in the contract, the Contractor agrees to apply those same discounts and offerings to the State of Vermont.
5. The State of Vermont has no legal authority to indemnify a Contractor and will not consider limitations of liability or third party claims. These 2 conditions are not negotiable. Bidders who are not able to legally enter into a contract under those conditions should not submit a bid.

The successful Bidder will be required to complete a non-disclosure agreement.

5.7 Performance Measures

In accordance with current State of Vermont policy and procedures, the contract may include Bidder performance measures. The specific performance measures will be determined during the contract negotiation process. These measures may include the possibility of both positive and negative incentives.

5.8 Acknowledgment of Terms

A statement from the Bidder and its legal counsel acknowledging all Customary State Contract Provisions and Purchasing and Contract Administration Terms and Conditions with any exceptions or additional provisions noted. (These will be considered when making an award).

5.9 Contract Term

Once awarded, the term of the Contract will be from the award date forward through the time period of two (2) years. The State may renew this Contract for an additional two one-year renewals, subject to and contingent upon the discretionary decision of the Vermont Legislature to appropriate funds for this Contract in each new fiscal year. The State may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of State of Vermont. The Contractor should guarantee its rate offerings, over the term of the contract, are comparable to other customers of similar size and requirements. If offerings are rendered to a comparable customer which improve the pricing agreed to in the contract, the Contractor agrees to apply those same discounts and offerings to the State of Vermont.

5.10 Cancellation

The State specifically reserves the right to cancel the contract, or any portion thereof, if, in the opinion of its Commissioner of Buildings and General Services, the services or materials supplied by the contractor are not satisfactory or are not consistent with the terms of the contract. USDA FNS Federal Funds required for project completion are not guaranteed and the contract may be terminated if not fully funded.

5.11 Indemnification

The State of Vermont has no legal authority to indemnify a Contractor, and that issue is not negotiable.

5.12 Location of Work

Although much of the project work will be done in Burlington, certain aspects of the work will be done at different locations throughout Vermont. The Contractor will be required to work on-site in (such site or sites in Montpelier, Vt. as may be identified by the State) where space will be provided, however travel to other State facilities may be needed and the Contractor will be responsible for such travel using their own mode of transportation. Occasional exceptions to this rule may be established by mutual agreement between the Contractor and the State Project Manager.

Normal working hours for the project will be Monday-Friday, 7:30AM to 4:30PM, excluding State holidays. All vendor staff must be committed to working these hours as well as weekends when needed.

Where applicable, the State will provide a project facility with desks, telephone, LAN connections, and printers. The State will provide desktop PCs and/or laptops for use during the project. If specific laptop computers or other mobile peripheral devices are required by the Contractor then the Contractor must provide their own equipment and will be given the appropriate support by the State. Contractor s will be provided support by the state in setting up any accounts or connections required (i.e. State email system, network connectivity, network printing etc.) and Contractors will have access to State phones for use in project related business calls. The State will not pay Bidders cell phone bills.

5.13 Statement of Rights

The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Bidders may be asked to give a verbal presentation of their proposal after submission. Failure of Bidder to respond to a request for additional information or clarification could result in rejection of that Bidder's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

5.14 Taxes

Most state purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont taxes which may be due as a result of this order. If taxes are to be applied to the purchase it will be so noted in the response.

5.15 Order of Precedence

The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments, the bid document and any amendments, and the Bidder's response and any amendments.

5.16 Specification Change

Any changes or variations in the specifications must be received in writing from the Office of Purchasing & Contracting. Verbal instructions or written instructions from any other source are not to be considered.

5.17 Contract Amendments

No changes, modifications, or amendments in the terms and conditions of a contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Contractor. The State reserves the right to amend this RFP. The State will post any RFP amendments on the Electronic Bulletin Board (<http://www.vermontbidsystem.com>).

5.18 Non Collusion

The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all Bidders should understand that this paragraph might be used as a basis for litigation.

5.19 Business Registration

To be awarded a contract by the State of Vermont a Bidder must be (except an individual doing business in his/her own name) registered with the Vermont Secretary of State's office

<http://www.sec.state.vt.us/tutor/dobiz/forms/fcregist.htm> and must obtain a Contractor's Business

Account Number issued by the Vermont Department of Taxes

<http://www.state.vt.us/tax/pdf.word.excel/forms/business/s-1&instr.pdf>

5.20 Contract Negotiation

Upon completion of the evaluation process, the State may select one or more Service Providers with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State of Vermont. In the event the State is successful in negotiating with the Service Provider, the State will issue a notice of award. In the event State is not successful in negotiating a contract with a selected Service Provider, the State reserves the option of negotiating with another Service Provider.

This contract will be subject to review throughout its term. The State will consider cancellation upon discovery that the selected Contractor is in violation of any portion of the agreement, including an inability by the Contractor to provide the products, support and/or service offered in their response. If two or more organizations' joint proposal is apparently successful, one organization must be designated as the Prime Bidder. The Prime Bidder will be the State's sole point of contact and will bear sole responsibility for performance under any resulting agreement.

If the Apparently Successful Bidder(s) refuses to sign the agreement within ten (10) business days of delivery, the State may cancel the selection and award to the next highest-ranked Bidder(s).

5.21 Software License and Maintenance Agreement Requirements

The Bidder shall provide the State of Vermont with a Contract or Agreement for any System licenses and maintenance support that is part of the proposed requirements. Failure to provide the license and maintenance agreements as part of the RFP response may result in rejection of the Bidder's proposal.

As already noted, the State of Vermont has no legal authority to indemnify a Contractor and will not consider additional limitations of liability either for the primary contract or any related software agreement that the Contractor wishes the State to sign, and those issues are not negotiable. Contractors who are not able to legally enter into a contract under those conditions should not submit a bid.

6 Sealed Bid Instructions

6.1 All bids must be sealed and must be addressed to:

John McIntyre,

Purchasing Agent, State of Vermont,

Office of Purchasing & Contracting,

10 Baldwin St.
Montpelier, VT 05633-7501.
Email: john.mcintyre@state.vt.us

BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE REQUISITION NUMBER AND/OR PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.

6.2 Sealed Bids Expected By

All Bidders are hereby notified that sealed bids must be in the office of the Vermont Purchasing and Contract Administration Division by the time of the bid opening. Bids not in possession of the Purchasing and Contract Administration Division at the time of the bid opening will not be considered, and returned to the Bidder.

6.3 Change the date and/or time of bid openings

Purchasing and Contract Administration Division may, for cause, change the date and/or time of bid openings or issue an addendum. If a change is made, the State will make a reasonable effort to inform all Bidders by posting at: <http://bgs.vermont.gov/purchasing/bids>.

6.4 All bids will be publicly opened

Typically, the Office of Purchasing & Contracting will open the bid, read the name and address of the Bidder, and read the bid amount. However, the Office of Purchasing & Contracting reserves the right to limit the information disclosed at the bid opening to the name and address of the Bidder when, in its sole discretion, the Office of Purchasing & Contracting determines that the nature, type, or size of the bid is such that the Office of Purchasing & Contracting cannot immediately (at the opening) determine that the bids are in compliance with the RFP. As such, there will be cases in which the bid amount will not be read at the bid opening. Bid openings are open to members of the public. Bid results are a public record however, the bid results are exempt from disclosure to the public until the award has been made and the contract is executed.

6.5 Delivery Methods:

6.5.1 U.S. MAIL

Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure bids are received and time stamped by the Office of Purchasing & Contracting prior to the time of the bid opening.

6.5.2 EXPRESS DELIVERY

If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by the State until the express delivery package has been received and time stamped by the Office of Purchasing & Contracting.

6.5.3 HAND DELIVERY

Hand carried bids shall be delivered to a representative of the Division prior to the bid opening.

6.5.4 ELECTRONIC

Electronic bids will not be accepted.

6.5.5 FAX BIDS

FAXED bids will not be accepted.

7 Bidder Response Content and Format

The State discourages overly lengthy and costly proposals; however, in order for the State to evaluate proposals fairly and completely, Bidders must follow the format set out in this RFP and provide all information requested.

7.1 Contractor Information, Background, and Strategy

Instructions to Contractors: Please provide a written narrative providing comprehensive answers to the questions and requirements outlined below. Narratives shall specifically list the section number and provide a complete answer for each individual section/requirements. All questions shall be addressed; Contractors may choose to address a requirement in the narrative with a response of “N/A” if Contractor believes it is appropriate.

- 7.1.1 Corporate Information** – provide full legal name, form of ownership and state of ownership, legal address of headquarters and any other offices, number of employees.
- 7.1.2 Contractor History** – provide a brief history of your organization.
- 7.1.3 Corporate Culture & Strategy** – describe your company’s mission, strategy, culture, and vision. Explain how you believe these characteristics align with the objectives of the State of Vermont
- 7.1.4 Name of Owners** – provide name(s) and percentage ownership of owners.
- 7.1.5 Management & Officers** - provide names of company management and officers and experience relevant to the data center industry and services required by this RFP.
- 7.1.6 Recognition** – identify and describe any awards, certifications, or press coverage in which your company was recognized.
- 7.1.7 Customer Satisfaction** – outline your process for monitoring and maintaining customer satisfaction.
- 7.1.8 Innovation & Industry Trends** – describe how your organization is innovative and how you understand, address, and keep up with industry trends.
- 7.1.9 Proposed Team** – Provide names of individuals who will be directly involved with The State and explain their experience and qualifications.
- 7.1.10 Warranties & Guarantees** – Provide details related to any warranties or guarantees provided to The State for the products and/or services you propose.
- 7.1.11 Current References** – provide a list of current customer references with associated contact information that The State can contact on your behalf.
- 7.1.12 Relevant Experience** – please describe your history and experience in working with clients similar to The State of Vermont.
- 7.1.13 Financial Statements** – The Bidder shall provide financial information in such a manner that the State can reasonably formulate a determination about the stability and financial strength of the organization. This must include but not be limited to company size, organization, date of incorporation, ownership, number of employees, revenues for the last fiscal year, and, if available, audited financial statements for the most recent 3 years. A current Dun and Bradstreet Report that includes a financial analysis of the firm would fulfill this requirement. A Bidder can use an Annual Report as verification of financial status provided it contains at a minimum a Compiled Income Statement and Balance Sheet verified by a Certified Public Accounting firm. The State reserves the right to contact the accounting firm if questions arise. As an alternative, for those Bidders unable to provide audited financial statements or Dun and Bradstreet report, the Bidder shall provide tax returns and financial statements including income statements and balance sheets for the most recent 3 years, and any available credit reports.

7.1.14 Litigation – Disclose any and all judgments, pending or expected litigation, or other real potential financial reversals, which might materially affect the viability or stability of the Bidder's organization; or certify that no such condition is known to exist. Please also indicate if any of such litigation was filed by a customer.

7.1.15 Certifications – Please list any existing certifications that your company has (SAS 70, ISO, PCI, etc). If any certifications are planned, please indicate which certifications are planned and the proposed timetable for completion of each.

7.1.16 Information Security – Please describe, in detail, your internal process for information security and ensuring the information security of your customers. Include information on policies, processes, and standards and how staff is screened for potential security risks. Describe how this policy is monitored and enforced within your organization.

7.2 Number of Copies

7.2.1 Number of Copies

Submit an unbound original (clearly marked as such) and five (5) paper copies, one (1) CD-ROM copy and one (1) CD-ROM Redacted Copy **The bid should include A Transmittal Letter, the Technical Responses and a separate Pricing Response.**

7.3 Transmittal Letter

7.3.1 Confidentiality

As discussed above under Section 5.3, all submittals will be subject to the State's Access to Public Records Law, 1 VSA§ 315 et seq. Subsequent to award of this RFP, all or part of any submittal will be released to any person or firm who requests it. Proposers shall specify in their cover letter if they desire that any portion of their submittal be treated as proprietary and not releasable as public information. **A redacted copy should be included for portions of submittal that is not proprietary.**

7.3.2 Exceptions to Terms and Conditions for Technology Contracts

If the Bidder wishes to propose an exception to any Terms and Conditions for Technology Contracts, it must notify the State of Vermont in the cover letter. Failure to note exceptions will be deemed to be acceptance of the Terms and Conditions for Technology Contracts, as outlined in Attachment D of this RFP. If exceptions are not noted in the RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State of Vermont.

7.4 Professional Services Requirements

Provide a detailed discussion of your firm's approach to the successful implementation of this project.

7.4.1 RFP Analysis – A statement and discussion of the Bidder's analysis of the RFP requirements. This should include statements and discussion of anticipated major difficulties and problem areas. Include potential or recommended approaches for the solution, with an explanation as to why the intended approach submitted is better than any other approach, which could be employed. Include an explanation of why the number of direct hours proposed would be sufficient to the task and a statement of the extent to which the proposed approach and program can be expected to meet or exceed requirements and specifications of the scope of work.

7.4.2 Project Plan – The proposed Project Plan should include a work plan which includes a Scope of Work with an explanation of technical approaches and a detailed outline of the proposed program

for executing the objectives of the RFP and an Activities Schedule which describes the number of direct hours of activity by each principal who will work on the project, broken out by major activity. Provide a detailed discussion of your firm's approach to the successful implementation of this project. Include thorough discussions of methodologies regarding Quality Assurance and Control, delivery of training, cost control, and successful scheduling.

7.5 Experience, qualifications and references

Bidders must describe the experience of their firm in completing similar projects. Additionally, Bidders must provide information specific to the personnel assigned to accomplish the work called for in this RFP. Bidders must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the title, resume, and description of the type of work the individual will perform about each person listed.

7.5.1 Sub-contractors

If a Bidder intends to use subcontractors, the Bidder must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

7.5.2 References

Bidders must provide a minimum of three reference names and phone numbers for similar projects the Bidder's firm has completed. The State reserves the right to contact any references provided by the Bidder. The State invites Bidders to provide letters of reference from previous clients.

7.5.3 Organizational Chart

Bidders should include an organizational chart that indicates the names and titles of all project team personnel. One organization chart for the entire project team (prime and subcontractors) is acceptable. Key staff should be identified.

Any changes by the successful Bidder to the proposed project team personnel must be approved by Vermont in writing. Substituted staff must be approved by the State.

7.6 Financial Requirements

7.6.1 Financial Information

The Bidder shall provide financial information in such a manner that the State can reasonably formulate a determination about the stability and financial strength of the organization. This must include but not be limited to company size, organization, date of incorporation, ownership, number of employees, revenues for the last fiscal year, and, if available, audited financial statements for the most recent 3 years. A current Dun and Bradstreet Report that includes a financial analysis of the firm would fulfill this requirement. A Bidder can use an Annual Report as verification of financial status provided it contains at a minimum a Compiled Income Statement and Balance Sheet verified by a Certified Public Accounting firm. The State reserves the right to contact the accounting firm if questions arise. As an alternative, for those Bidders unable to provide audited financial statements or Dun and Bradstreet report, the Bidder shall provide tax returns and financial statements including income statements and balance sheets for the most recent 3 years, and any available credit reports.

7.6.2 Judgments, pending or expected litigation

Disclose any and all judgments, pending or expected litigation, or other real potential financial reversals, which might materially affect the viability or stability of the Bidder's organization; or certify that no such condition is known to exist.

7.6.3 Confidentiality statement

A confidentiality statement may be included if this portion is considered non-public information. The State may request reports on financial stability from independent financial rating services in order to further substantiate stability.

7.7 Quality

If applicable, all products provided under these agreements will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the State.

7.8 Worker's Compensation; State Contracts Compliance Requirement

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding \$250,000.00, requires Bidders comply with the following provisions and requirements.

- (a) (1) Bidder is required to self report detailed information including information relating to past violations, convictions, suspensions, and any other information related to past performance and likely compliance with proper coding and classification of employees requested by the applicable agency.
- The Bidder is required to report information on any violations that occurred in the previous 12 months.
- (a) (2) Bidder is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

In order for a Bidder's response to be considered valid, Bidders must complete and submit the following two (2) forms at time of bid:

- Self Reporting
- Subcontractor Reporting

7.9 Certificate of Compliance

This form must be completed and submitted as part of the response for the proposal to be considered valid. One copy of the signed Certifications and Assurances, found in the DII Attachment A, signed by a person authorized to bind your Company to a contract.

7.10 Workers' Compensation; State Contracts Compliance Requirement; Self Reporting

This form must be completed and submitted as part of the response for the proposal to be considered valid.

7.11 Workers' Compensation; State Contracts Compliance Requirement; Subcontractor Reporting

This form must be completed and submitted as part of the response for the proposal to be considered valid.

7.12 Offshore Outsourcing Questionnaire

This form must be completed and submitted as part of the proposal to be considered valid.

8 Cost Proposal

The separate Pricing Response must include an original and five (5) paper copies and one (2) CD-ROM copy.

8.1 Costs of Preparation

The Bidder shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made. Remember: the proposal must be fixed cost, inclusive of expenses, for specific deliverables. The State generally doesn't enter into time and material contracts.

8.2 Other Cost Components

8.2.1 Non-recurring

Provide a list of one-time charges related to the system/software/hardware or engagement.

8.2.2 Recurring

Include annual maintenance costs, licensing fees that are paid on an annual basis, etc.

8.2.3 Price Guarantee

Bidder is required to maintain its price for a fixed period of time.

8.2.4 Maintenance Agreement

The terms of maintenance/support/warranty to be provided following acceptance of the system shall be specified separately and included as a component of the total bid price.

9 Method of Award

Awards will be made in "the best interest of the State of Vermont". The State may award one or more contracts and reserves the right to make additional awards to other compliant Bidders at any time during the first year of the contract if such award is deemed to be in the best interest of the State. If all evaluation considerations are equal for competitive bidders, preference will be given to resident bidders of the state. Residence or non-residence of Bidders will not be considered in the evaluation itself.

9.1 Evaluation Factors

Teams of two or more qualified individuals will independently evaluate each proposal on its technical, cost and programmatic value. Factors A through F will be covered by the teams' evaluations. A composite score will be computed based on those independent evaluations.

	Evaluation Factors	Percentage
A	Functional and Technical Requirements	10
B	Professional Services Requirements	20
C	Experience, Staffing, Financial Strength, References	20
D	Adherence to Mandatory Requirements	15
E	Ability to provide redundancy in assignment of development resources	10
F	Contract Cost (includes licensing, maintenance and warranty)	25
	Total	100

- If the RFP required a minimum amount of experience or qualifications, the State will award no points for meeting the minimum. The State will award points for experience and qualifications that exceed the stated minimums.
- The State will not consider any prompt payment discounts terms proposed by the Bidder in evaluating cost. The lowest cost proposal will receive the maximum number of points allocated to cost.
- If the procedural instructions are not followed, the proposal shall be considered non-responsive. Non-responsive proposals will be eliminated from further evaluation.

9.2 Independent Review

Per Vermont statute, all information technology contracts with a value of \$500,000 or more must undergo an “independent review” by an uninvolved party who is engaged by the State Chief Information Officer to review the decision of the contracting agency in its selection of a particular information technology proposal. The cost of the independent review is borne by the State Sponsor Agency. This review includes the following elements:

- An acquisition cost assessment
- A technology architecture review
- An implementation plan assessment
- A cost/benefit analysis

10 Submission Instructions and Checklist

10.1 Closing Date

The closing date for the receipt of proposals is **May 01, 2013 at 3PM**. Bid must be delivered to:

***Vermont Purchasing and Contract Administration Division
Office of Purchasing & Contracting
10 Baldwin St,
Montpelier VT 05633-7501***

prior to **3PM**. Proposals or unsolicited amendments submitted after that time will not be accepted and will be returned to the Bidder.

The bid opening will be held at Office of Purchasing & Contracting 10 Baldwin St, Montpelier VT05633-7501 and is open to the public.

10.2 Submission Checklist

- 10.2.1** Hard *Copies* (5) – (Reference 7.2 and 8.0)
- 10.2.2** Original Unbound *Master* (1) – (Reference 7.2)
- 10.2.3** Transmittal Letter – (Reference 7.3)
- 10.2.4** CD (2) – (Reference 7.2 and 8.0)
- 10.2.5** References – (Reference 7.6.2)
- 10.2.6** License & Maintenance Agreements – (Reference 4.13.1 if applicable)
- 10.2.7** Certificate of Compliance – (Reference Attachment A)
- 10.2.8** Workers’ Compensation; State Contracts Compliance Requirement; Self Reporting
- 10.2.9** Workers’ Compensation; State Contracts Compliance Requirement; Subcontractor Reporting
- 10.2.10** Offshore/outsource form – (Reference Attachment B)
- 10.2.11** Standard State Provisions for Contracts and Grants (Reference Attachment C)
- 10.2.12** Commodity Purchases Terms and Conditions (Reference DII Attachment D)
- 10.2.13** Modification of Customary Provisions of Attachment C OR Attachment F (Reference AHS Attachment D)
- 10.2.14** Business Associate Agreement (Reference AHS Attachment E)

- 10.2.15** Agency of Human Services' Customary contract Provisions (Reference AHS Attachment F)
- 10.2.16** RFP Submission Form (Reference Attachment G)
- 10.2.17** APPLICANT INFORMATION SHEET
- 10.2.18** Summary of Funds
- 10.2.19** Certifications and Assurances (Reference Attachment H)
- 10.2.20** Federal Procurement Clauses and Forms (Reference USDA Attachment F)

10.3 Sealed Bid Instructions

Attachments:

Attachment A: Certificate of Compliance
Worker's Compensation; State Contracts Compliance Requirement
Attachment B: Offshore Outsourcing Questionnaire
AHS Attachment C: Customary Provisions For Contracts And Grants
DII Attachment D: Commodity Purchases Terms and Conditions
AHS Attachment D: Modification of Customary Provisions of Attachment C or Attachment F
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AHS Attachment F: Agency of Human Services' Customary contract Provisions
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APPLICANT INFORMATION SHEET
Summary of Funds
AHS Attachment H: Certifications and Assurances
USDA Attachment F: USDA FNS Federal Procurement Clauses and Forms

Note: Attachments C, D, E, and F are standard attachments. They are included as reference and are standard for all RFPs and not determined by RFP type. The liability terms are normally decided during contract negotiation.

WIC MIS/EBT Project Artifacts are available at:
http://www.healthvermont.gov/wic/MISEBT_Project.aspx

Vermont MIS/EBT Functional Requirements Document
Vermont MIS/EBT IAPD
Vermont MIS/EBT Glossary
Vermont MIS Feasibility Study
Vermont EBT Feasibility Study

REMEMBER!

ALL NOTIFICATIONS, RELEASES AND AMENDMENTS WILL BE POSTED AT:

<http://bgs.vermont.gov/purchasing/bids>

THE STATE WILL MAKE NO ATTEMPT TO CONTACT BIDDERS WITH UPDATED INFORMATION. IT WILL BE THE RESPONSIBILITY OF EACH BIDDER TO PERIODICALLY CHECK THIS SITE FOR THE LATEST DETAILS.

Attachment A: Certificate of Compliance

DATE:

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

Taxes: Pursuant to 32 V.S.A. § 3113, Bidder hereby certifies, under the pains and penalties of perjury, that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due to the State of Vermont as of the date this statement is made. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes.

Insurance: Bidder certifies that the company/individual is in compliance with, or is prepared to comply with, the insurance requirements as detailed in Section 7 of Attachment C: Standard State Contract Provisions. Certificates of insurance must be provided prior to issuance of a contract and/or purchase order. If the certificate(s) of insurance are not received by the Office of Purchasing & Contracting within five (5) days of notification of award, the State of Vermont reserves the right to select another vendor. Please reference the RFP and/or RFQ # when submitting the certificate of insurance.

Contract Terms: The undersigned hereby acknowledges and agrees to Attachment C: Standard State Contract Provisions.

Terms of Sale: The undersigned agrees to furnish the products or services listed at the prices quoted. The Terms of Sales are Net 30 days from receipt of service or invoice, whichever is later. Percentage discounts may be offered for prompt payments of invoices; however such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

Form of Payment: Would you accept the Visa Purchasing Card as a form of payment? ☐ Yes ☐ No

Insurance Certificate(s): Attached _____ will provide upon notification of award _____

Delivery Offered: _____ days after notice of award Terms of Sale: _____
(If Discount)

Quotation Valid for: _____ days Date: _____

Name of Company: _____ Contact Name: _____

Address: _____ Fax Number: _____

_____ E-mail: _____

By: _____ Name: _____

Signature (Bid Not Valid Unless Signed)

(Type or Print)

All returned quotes and related documents must be identified with our request for quote number.

Worker's Compensation; State Contracts Compliance Requirement

RFP/PROJECT:

DATE:

WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT

Self Reporting

Form 1 of 2

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding \$250,000.00, requires Bidders comply with the following provisions and requirements.

Bidder is required to self report the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification for worker's compensation. The state is requiring information on any violations that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

WORKERS' COMPENSATION STATE CONTRACTS COMPLIANCE REQUIREMENT: Bidder hereby certifies that the company/individual is in compliance with the requirements as detailed in Act 54, Section 32 of the Acts of 2009.

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

Signature (Bid Not Valid Unless Signed)*

(Type or Print)

*Form must be signed by individual authorized to sign on the Bidder's behalf.

RFP/PROJECT:

DATE:

WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT

Subcontractor Reporting

Form 2 of 2

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding \$250,000.00 requires Bidders to comply with the following provisions and requirements.

Bidder is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

Subcontractor	Insured By		Subcontractor's Sub	Insured By

Date: _____

Name of Company: _____

Address: _____

E-mail: _____

Contact Name: _____

Title: _____

Phone Number: _____

Fax Number: _____

By: _____

Signature (Bid Not Valid Unless Signed)*

Name: _____

(Type or Print)

*Form must be signed by individual authorized to sign on the Bidder's behalf.

Attachment B: Offshore Outsourcing Questionnaire

Vendors must indicate whether or not any services are or will be outsourced under the terms of any agreement with the State of Vermont. Indicate N/A if not applicable. This is required by the State of Vermont but cannot be used as an evaluation criterion under Federal Law.

Services:

Proposed Service to be Outsourced	Bid Total or Contract Estimate	Represents what % of total Contract Dollars	Outsourced Dollars	Outsourced Work Location (Country)	Subcontractor

If any or all of the services are or will be outsourced offshore, Vendors are required to provide a cost estimate of what the cost would be to provide the same services onshore and/or in Vermont.

Proposed Service to be Outsourced	Bid Total or Contract Estimate if provided Onshore	Bid Total or Contract Estimate if provided in Vermont	Cost Impact	Onshore Work Location	Subcontractor

Name of Bidder:

Signature of Bidder:

Date:

Attachment C: Customary Provisions for Contracts and Grants

1. **Entire Agreement.** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law.** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$_____ per occurrence, and \$_____ aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

- 9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a single audit is required for the prior fiscal year. If a single audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

A single audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a single audit is required.

- 10. Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

- 14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.

- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:

<http://bgs.vermont.gov/purchasing/debarment>

- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

DII Attachment D: Commodity Purchases Terms and Conditions

1. Statement of Rights: The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the

State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

2. Responses: Responses must be submitted on, or in accordance with, forms or format requirements provided by the Office of Purchasing & Contracting. Prices and all other information entered on the quote, except signature of vendor, should be typed or printed for legibility. ALL SUBMISSIONS MUST BE SIGNED.

3. Prices: Unless otherwise stated, prices are net and no charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted. Prices quoted for printing are to include printing, binding, wrapping, and packaging. All prices are delivered F.O.B. destination, unless otherwise stated.

4. Taxes: Most state purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont taxes which may be due as a result of this order. If taxes are to be applied to the purchase it will be so noted in the response.

5. Order of Precedence: The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments, the bid document and any amendments, and the vendor's response and any amendments.

6. Substitution: Unless otherwise stated, vendors may offer substitutes to items identified by a manufacturer's number or brand. When offering a substitution, vendor must describe any differences and provide technical information that will assist in the evaluation. After an award is made, substitutions are not acceptable unless authorized in writing by the Office of Purchasing & Contracting.

7. Specification Change: Any changes or variations in the specifications must be received in writing from the Office of Purchasing & Contracting. Verbal instructions or written instructions from any other source are not to be considered.

8. Method of Award: Awards will be made under the provisions of 29 V.S.A. § 903. The State may award one or more contracts and reserves the right to make additional awards to other compliant Bidders at any time during the first year of the contract if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given to resident Bidders of the State and/or to products raised or manufactured in the State.

9. Default: In case of default of the contractor, the State may procure the materials or supplies from other sources and hold the contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.

10. Cancellation: The State specifically reserves the right to cancel the contract or any portion thereof providing, in the opinion of its Commissioner of Buildings and General Services, the services or materials supplied by the contractor are not satisfactory or are not consistent with the terms of the contract.

11. Delivery: Liability for product delivery remains with the contractor until the product is properly delivered and signed for in accordance with the Office of Purchasing & Contracting terms and conditions. Shipments shall be securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Such containers will remain the property of the State unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the contractor.

12. Invoicing: All invoices are to be rendered by the Contractor on the vendor's standard bill-head and forwarded directly to the institution or agency ordering materials or services.

13. Non Collusion: The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all Bidders should understand that this paragraph might be used as a basis for litigation.

14. Amendments: No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Contractor.

15. Confidentiality: The successful response will become part of the contract file and will become a matter of public record as will all other responses received. If the response includes material that is considered by the Bidder to be proprietary and confidential under 1 VSA, Chapter 5, the Bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The Bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the Bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.

16. Certification for apparel, footwear, and textiles (sweatshop prohibition): Before commencing work on this contract, the contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(b). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of suppliers the contractor will promptly inform the Commissioner of Buildings and General Services of such changes.

STATE OF VERMONT
Contract for Services

AHS Attachment D: Modification of Customary Provisions of Attachment C or Attachment F

1. The insurance requirements contained in Attachment C, Section 7 are hereby modified: N/A
2. Requirements of other Sections in Attachment C are hereby modified: N/A
3. Requirements of Sections in Attachment F are hereby modified:
Attachment F section 10 shall be modified to show USDA/FNS and WIC program ownership.

Intellectual Property/Work Product Ownership. All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the ~~State of Vermont~~ **USDA FNS and the Vermont WIC program**, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the ~~State of Vermont~~ **USDA FNS and the Vermont WIC program**, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

The Contractor shall not sell or copyright a work product or item produced under this agreement without explicit permission from the ~~State of Vermont~~ **the USDA FNS and the Vermont WIC program**.

If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the ~~State of Vermont~~ **the USDA FNS and the Vermont WIC program**. Nothing herein shall entitle the State to pre-existing Contractor's materials.

4. Reasons for Modifications:

CODE OF FEDERAL REGULATIONS 2012

Title 7: Agriculture PART 3016—UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS.

§ 3016.34

<http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>

Approval:

Assistant Attorney General: _____

Date: _____

Attachment E: Business Associate Agreement

Attachment E

BUSINESS ASSOCIATE agreement

This Business Associate Agreement (“Agreement”) is entered into by and between **the State of Vermont Agency of Human Services operating by and through its Department, Office, or Division of (_____ Insert Department, Office, or Division)** (“Covered Entity”) and **(_____ Insert Name of the Contractor)** (“Business Associate”) as of **(_____ Insert Date)** (“Effective Date”). This Agreement supplements and is made a part of the Contract to which it is an attachment.

Covered Entity and Business Associate enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) including the Standards for the Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164 (“Privacy Rule”) and the Security Standards at 45 CFR Parts 160 and 164 (“Security Rule”), as amended by subtitle D of the Health Information Technology for Economic and Clinical Health Act.

The parties agree as follows:

1. Definitions. All capitalized terms in this Agreement have the meanings identified in this Agreement, 45 CFR Part 160, or 45 CFR Part 164.

The term “Services” includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate function described in 45 CFR 160.103 under the definition of Business Associate.

The term “Individual” includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

The term “Breach” means the acquisition, access, use or disclosure of protected health information (PHI) in a manner not permitted under the HIPAA Privacy Rule, 45 CFR part 164, subpart E, which compromises the security or privacy of the PHI. “Compromises the security or privacy of the PHI” means poses a significant risk of financial, reputational or other harm to the individual.

2. Permitted and Required Uses/Disclosures of PHI.

2.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying contract with Covered Entity. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

2.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents (including subcontractors) in accordance with Sections 8 and 16 or (b) as otherwise permitted by Section 3.

3. Business Activities. Business Associate may use PHI received in its capacity as a “Business Associate” to Covered Entity if necessary for Business Associate’s proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as “Business Associate” to Covered Entity for Business Associate’s proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if (a) Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person and (b)

the person notifies Business Associate, within three business days (who in turn will notify Covered Entity within three business days after receiving notice of a Breach as specified in Section 5.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in this Section must be of the minimum amount of PHI necessary to accomplish such purposes.

4. Safeguards. Business Associate shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

5. Documenting and Reporting Breaches.

5.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI as soon as it (or any of its employees or agents) become aware of any such Breach, and in no case later than three (3) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

5.2 Business Associate shall provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR §164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate shall continue to provide to Covered Entity information concerning the Breach as it becomes available to it.

5.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce does not pose a significant risk of harm to the affected individuals, it shall document its assessment of risk. Such assessment shall include: 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low risk of harm. When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity.

6. Mitigation and Corrective Action. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity.

7. Providing Notice of Breaches.

7.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR §164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individuals whose PHI was the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.

7.2 The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.

7.3 The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business associate is doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or

obtain additional information, as set forth in 45 CFR §164.404(c).

7.4 Business Associate shall notify individuals of Breaches as specified in 45 CFR §164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of Vermont, Business associate shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR §164.406.

8. Agreements by Third Parties. Business Associate shall ensure that any agent (including a subcontractor) to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity agrees in a written agreement to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to

such PHI. For example, the written contract must include those restrictions and conditions set forth in Section 14. Business Associate must enter into the written agreement before any use or disclosure of PHI by such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of PHI to any agent without the prior written consent of Covered Entity.

9. Access to PHI. Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.

10. Amendment of PHI. Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.

11. Accounting of Disclosures. Business Associate shall document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.

12. Books and Records. Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity upon Covered Entity's request in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

13. Termination.

13.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business

Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 17.7.

13.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide

an opportunity for Business Associate to cure the breach and Covered Entity may terminate this Contract without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate this Contract without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under this Contract, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

14. Return/Destruction of PHI.

14.1 Business Associate in connection with the expiration or termination of this Contract shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this Contract that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.

14.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI.

15. Penalties and Training. Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by Covered Entity, Business Associate shall participate in training regarding the use, confidentiality, and security of PHI.

16. Security Rule Obligations. The following provisions of this Section apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

16.1 Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with

respect to the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.

16.2 Business Associate shall ensure that any agent (including a subcontractor) to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any agent without the prior written consent of Covered Entity.

16.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an agent, including a subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than three (3) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

16.4 Business Associate shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

17. Miscellaneous.

17.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract, the terms of this Agreement shall govern with respect to its subject matter. Otherwise the terms of the Contract continue in effect.

17.2 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.

17.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

17.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule) in construing the meaning and effect of this Agreement.

17.5 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

17.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity under this Contract even if some of that information relates to specific services for which Business Associate may not be a "Business Associate" of Covered Entity under the Privacy Rule.

17.7 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

(Rev: 1/31/11)

Attachment F: Agency of Human Services' Customary contract Provisions

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.
2. **2-1-1 Data Base:** The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org
3. **Medicaid Program Contractors:**

Inspection of Records: Any contracts accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and inspect and audit any financial records of such Contractor or subcontractor.

Subcontracting for Medicaid Services: Having a subcontract does not terminate the Contractor, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Contractor or subcontractor and provide for revoking delegation or imposing other sanctions if the Contractor or subcontractor's performance is inadequate. The Contractor agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all contracts and subcontracts between the Contractor and service providers.

Medicaid Notification of Termination Requirements: Any Contractor accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Department of Vermont Health Access, Managed Care Organization enrollee notification requirements.

Encounter Data: Any Contractor accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: All contractors and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually thereafter) to support audit compliance with 45CFR95.621 subpart F, *ADP (Automated Data Processing) System Security Requirements and Review Process*.

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.
5. **Voter Registration.** When designated by the Secretary of State, the Contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.
6. **Drug Free Workplace Act.** The Contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.

5. **Privacy and Security Standards.**

Protected Health Information: The Contractor shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this contract. The Contractor shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Contractor or subcontractor shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

Other Confidential Consumer Information: The Contractor agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Contractor agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The Contractor shall ensure that all of its employees and subcontractors performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

Social Security numbers: The Contractor agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

6. **Abuse Registry.** The Contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).
7. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and

Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

8. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

The Contractor shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State.

If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor's materials.

9. **Security and Data Transfers.** The State shall work with the Contractor to ensure compliance with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Contractor of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Contractor to implement any required.

The Contractor will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Contractor will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. The Contractor will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, the Contractor shall securely delete data (including archival backups) from the Contractor's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

10. **Computing and Communication:** The Contractor shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Contractor as part of this agreement. Options include, but are not limited to:

1. Contractor's provision of certified computing equipment, peripherals and mobile devices, on a separate Contractor's network with separate internet access. The Agency of Human Services'

accounts may or may not be provided.

2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

The State will not supply e-mail accounts to the Contractor.

11. **Lobbying.** No federal funds under this agreement may be used to influence or attempt 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 awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.
12. **Non-discrimination.** The Contractor will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

The Contractor will also not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity under Title 9 V.S.A. Chapter 139.

13. **Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Contractors are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

AHS Attachment G: RFP Submission Form

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

Signature (Bid Not Valid Unless Signed)*

(Type or Print)

*Form must be signed by individual authorized to sign on the Bidder's behalf.

APPLICANT INFORMATION SHEET
(To be included in the proposal packet)

****NOTE:** This information sheet must be included as the cover sheet of the application being submitted. Be sure to complete this form in its entirety.

Applicant Organization: _____

Contact Person: _____

Title: _____

Mailing Address: _____

Town, State, ZIP: _____

Telephone: _____ Fax #: _____

E-mail Address: _____

Fiscal Agent (Organization Name): _____

FY Starts: _____ FY Ends: _____

Financial Contact Person: _____

Mailing Address: _____

Town, State, ZIP: _____

Telephone: _____ Fax #: _____

E-mail Address: _____

Federal Tax ID Number: _____

Whom should we contact if we have questions about this application?

Name _____ Phone Number _____

AHS Summary of Funds
(to be included in the proposal packet)

Organization Name _____

Fed ID # _____

Summary of Funds received during your current fiscal year

_____ to _____

Source of Funds	Contract/grant total award	<i>Briefly describe activities supported by these funds</i>
<i>Income total</i>		

AHS Attachment H: Certifications and Assurances

I/we make the following certificates and assurances as a required element of the bid or proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or cost data have been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal or bid.
2. The attached proposal or bid is a firm offer for a period of 120 days following receipt, and it may be accepted by the AHS without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120 day period.
3. In preparing this proposal or bid, I/we have not been assisted by any current employee of the State of Vermont whose duties related (or did relate) to this proposal, bid or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal or bid. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document).
4. I/we understand that AHS will not reimburse me/us for any costs incurred in the preparation of this proposal or bid. All proposals or bids become the property of AHS, and I/we claim no proprietary right to the ideas, writings, items, or samples.
5. I/we understand that any contract(s) awarded as a result of this RFP will incorporate terms and conditions substantially similar to those attached to the RFP. I/we certify that I/we will comply with these or substantially similar terms and conditions if selected as a Contractor.
6. I hereby certify that I have examined the accompanying RFP forms prepared by: _____ for the funding period beginning _____ and ending _____ and that to the best of my knowledge and belief, the contents are true, and correct, and complete statements prepared from the books and records of the provider in accordance with applicable instructions, except as noted.

Signature: _____ Date: _____

Title: _____

USDA Attachment F: USDA FNS Federal Procurement Clauses and Forms

The contractor must comply with the following provisions:

1. Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

2. The Clean Air Act, Section 306:

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

3. The Clean Water Act:

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or

contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f.

(1) No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

(2) In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

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

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

5. Americans with Disabilities Act: This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.

6. Drug Free Workplace Statement: The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

- a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
- b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
- c. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
- d. Although alcohol is not a controlled substance, it is nonetheless a drug. 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.

7. Debarment, suspension, and other responsibility matters: As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.

- a. The applicant certifies that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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

U.S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(Before completing Certification, read instructions on page 2)

Alternative I

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number (s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f);
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:
- Place of Performance (Street address, city, county, state, zip code)
- _____
- _____
- _____
- Check ☐ if there are workplaces on file that are not identified here.
- _____
- Organization Name
- _____
- Award Number or Project Name
- _____
- Name and Title of Authorized Representative
- _____
- Signature _____ Date _____

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
And Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

U.S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING LOBBYING - CONTRACTS,
GRANTS LOANS AND COOPERATIVE AGREEMENTS

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant,

loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure form to Report Lobbying," in accordance with its instructions;

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date