

Vendors must have an active, approved master contract under the SITE program and be approved in the category or categories listed in the RFO document in order to respond to and RFO. Vendor is responsible for reading all addenda associated with the RFO.

IT Professional Technical Services

SITE Program

T#:14ATM

Request for Offers (RFO) For Technology Services Issued By

OFFICE of MN.IT SERVICES @ MDH

Project Title: WIC Electronic Benefit Transfer (EBT)/e-WIC Project Manager

Category: Program/Project Management

Business Need

The Minnesota Department of Health (MDH) is seeking a Project Manager (PM) for EBT implementation for the Minnesota Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) Program (MN WIC). MN WIC refers to this technology as “e-WIC”. This e-WIC system will replace the current paper check system for providing food benefits to WIC participants.

The Project Manager (PM will begin to provide services approximately five months prior to the start of the e-WIC Service Provider contract) and will coordinate and oversee all project management activities related to the implementation of e-WIC in Minnesota. The PM will work with the MN WIC Executive Steering Team (ESC), the e-WIC Service Provider, the QA contractor, other State WIC staff and the stakeholder groups to ensure a successful e-WIC implementation.

Background and History

The United States Department of Agriculture (USDA), Food and Nutrition Service (FNS) provides federal grants to states to fund the WIC Program. WIC provides supplemental healthy foods, health care referrals, and nutrition education to low income pregnant and post-partum women, infants, and children. In December 2010, the President signed into law the Healthy Hunger-Free Kids Act, which mandates that all states implement e-WIC by October 2020. E-WIC provides WIC Programs with the ability to issue benefits electronically to WIC participants, eliminating the need for paper WIC checks. In implementing e-WIC, MN WIC will meet this federal mandate to the benefit of the WIC Program’s stakeholders including the State Agency staff administering WIC, WIC local agencies and clinics, WIC participants, and WIC authorized retailers. See Attachment A for detailed background and history.

Project Deliverables

In its proposal, each Responder must discuss its ability to perform the following project management tasks. For additional reference, an eWIC Project Contractors’ Responsibility Matrix is provided in Appendix A.

1. Project Oversight for the Duration of the Project:

- Develop an initial Project Management Plan (PMP) within three weeks of the start of the contract. The PMP will be reviewed and must be approved by the Executive Steering Committee (ESC). The PMP shall be updated as changes to processes occur over the project period. The PMP shall include at a minimum:
 - Scope Management
 - Budget Management

- Quality Management
- Risk Management
- Schedule Management
- Change Management/Control
- Issue Management
- Communication Management/Coordination
- Resource Management
- Stakeholder Engagement Management
- Provide weekly project status reports detailing the necessary metrics and project information, including but not limited to, the status, progress, issues, costs, and risks of the project and any issues that need to be resolved. If project control is in jeopardy, create contingency plans with appropriate input from key team members and implement a revised project schedule.
- Prepare quarterly reports for FNS using the FNS template
- Schedule and facilitate bi-weekly meetings and calls between MN WIC, the e-WIC service provider, the QA contractor and/or stakeholders
- Develop and maintain an integrated project schedule that includes activities of the e-WIC Service provider, QA contractor, and MN WIC throughout the project
- Develop an integrated communications plan to be used through implementation planning, pilot, rollout and project closure
- Review, collect and consolidate comments from the review of the e-WIC service provider and QA contractor deliverables. Examples include:
 - e-WIC service provider deliverables:
 - a. Project Work Plan and Schedules
 - b. Implementation Plan
 - c. Vendor Enablement and Certification Plan
 - d. Vendor Survey
 - e. Vendor Assessment Report
 - f. System Design Documents
 - g. Integrated Vendor Interface Specifications and Test Scripts
 - h. Test Plan and Test Scripts
 - i. Stand Beside Vendor Contracts
 - j. Third Party Contractor Contracts (TPP)
 - k. Continuity of Business Plan
 - l. Cardholder and Vendor Integrated Voice Response (IVR) Scripts.
 - m. Training Plan and Materials (State, Clinic, Retailer, Train-the-Trainer and UAT, and including training methodologies, scope and schedule)
 - n. Test Reports
 - o. Security Plan
 - p. Operations and Interface Procedures Manual
 - q. Administrative Functions Manual
 - r. Settlement and Reconciliation Manual
 - s. Reports Manual
 - t. End of Contract Transition Plan

Quality Assurance Contractor deliverables:

- a. Quality Management Plan and Project Schedule
 - b. Quality Assurance Risk Management Plan
 - c. Change Management Plan
 - d. Written assessment of State Readiness
 - e. Written Assessment of e-WIC service provider deliverables
 - f. Monthly status report
- Manage the risk and issues log and propose strategies for mitigating risk in coordination with the QA contractor including assigning defect classification and severity with the ESC.
 - Monitor contractor performance of the e-WIC Service Provider and Quality Assurance Contractor
 - Manage state project staff activities associated with the project in coordination with the ESC
 - Facilitate Stakeholder Engagement in coordination with the ESC
 - Review and approve contractor invoices in coordination with the ESC
 - Monitor Budget with ESC
 - Maintain project document repository
 - Represent project at meetings on behalf of the agency in coordination with the ESC
 - Support project reporting to FNS
 - Participate in conference calls with FNS staff
 - Assume and maintain responsibility for all aspects of the project

2. Project Initiation Phase:

- Schedule and facilitate an initial on site meeting with the ESC to review project scope, timelines, and to become familiar with the MN WIC program and its e-WIC activities to date.
- Schedule and facilitate weekly meetings with the ESC
- Organize project activities and designate state staff needed to support these activities in coordination with the ESC
- Participate in selection of the e-WIC processor and Quality Assurance Contractor
- Plan and facilitate project initiation meeting (kick-off) with the e-WIC processor and QA contractor
- Initiate communications with stakeholders
- Develop additional plans as needed/update existing plans as needed
Review and identify materials, policies and procedures, communication approaches and training methods used by other states who have successfully implemented e-WIC and make recommendations to the ESC

3. Implementation Planning Phase:

- Participate in requirements validation sessions
- Monitor Management Information System (MIS) e-WIC functionality development
- Monitor the interface between MIS and e-WIC development with WIC Operations Unit Staff
- Support e-WIC Service Provider in the facilitation of vendor enablement activities
- Facilitate stakeholder workgroups for implementation planning areas such as for clinic readiness and vendor enablement
- Oversee additional UPC collection (as needed) in coordination with State WIC Staff
- Monitor development of updates to the MN e-WIC app with WIC Operations Unit staff
- Help determine the pilot and roll out areas and the implementation schedule
- Coordinate the design of the e-WIC card that will be used by MN WIC

4. Testing

- Ensure test facility is secured and set up in conjunction with State staff
- Schedule UAT activities in conjunction with State staff
- Monitor and support UAT
- Participate in pilot go/no go decision

5. Implementation

- Assist in the development of training materials for clinic staff, vendors and participants.
- Assist in scheduling of training
- Monitor training activities to ensure that stakeholders involved in and impacted by the efforts to implement and operate e-WIC are fully knowledgeable of the applicable procedures for e-WIC. Training of state staff, local agency staff, and grocery store (vendor) staff will be conducted by select state WIC staff members or the Quality Assurance contractor.
- Help conduct retailer certifications as needed.
- Work with contractors and stakeholders to insure clinic readiness and vendor readiness
- Support pilot preparation
- Monitor and support pilot operations
- Review and participate in approval of pilot evaluation
- Participate in making rollout go/no go decision
- Support rollout operations
- Facilitate periodic calls with the Quality Assurance Contractor, ESC, and FNS to provide status updates throughout rollout.

6. Project close out

- Ensure repository contains final documentation
- Compile and document lessons learned with Quality Assurance Contractor
- Support Implementation Advance Planning Document (IAPD) close out activities
- Prepare close-out IAPD
- Complete knowledge transfer to ongoing e-WIC coordinator as designated by the agency

7. Additional Services

- At the direction of the MN WIC, the Responder shall be available to participate in any other activities related to implementation of the e-WIC project. If such request is made, the Responder shall provide an estimate of anticipated costs prior to commencing any effort. Efforts, and associated costs, performed under this task shall be documented via an amendment. Work must not begin until after the amendment is signed by all parties.
- The Responder shall include an hourly rate for these Additional Services.

Project Milestones and High Level Project Schedule

Project Milestones and High Level Project Schedule summarizes anticipated key dates. These dates are subject to change.

Milestone/Activity	Start	Completion
Procurement and Project Initiation Activities	December 2016	May 2017
Implementation Planning, Testing, and Readiness	May 2017	March 2018
Pilot / Pilot Evaluation	March 2018	July 2018
Statewide Rollout Phases / Support of Rollout	July 2018	February 2019
Completion of Participant Conversion to e-WIC	February 2019	April 2019
Implementation Project Closeout	April 2019	April 2019

MN WIC anticipates the PM contract would start approximately five to six months prior to the effective date of the e-WIC Service Provider contract. The Project Manager will perform all close out activities including preparing the close out IAPD. The Project Manager close out activity should be concluded within one month of the completion of the participant conversion to e-WIC. Please note that start date is estimated and will be impacted by a variety of factors including approvals, contract negotiations, and other factors. However, we expect it to start within two months of the estimated dates.

	Estimated Start Date	Estimated End Date
Quality Assurance Contractor	04/2017	04/2019
e-WIC Project Manager	01/2017	04/2019
e-WIC Processor	05/2017	04/2019

Project Environment

The project will be overseen by an Executive Steering Committee (ESC) and supported by various State WIC Program staff as needed based on their area of expertise. The ESC will consist of the WIC Director and the Operations and Food Delivery unit supervisors as the project sponsors. They will work together with the PM to insure that decisions are made promptly and will monitor e-WIC progress, ensure state resources are made available as needed and address issues as they arise. MN.IT staff will support procurement activities, and provide project and contract oversight as well as support in the invoicing and payment of contractors.

Resources to support the e-WIC project will be provided using a combination of existing state staff and contracted resources. In addition to the PM contractor, other contracted resources will include an e-WIC Service Provider (processor) and an e-WIC Quality Assurance Contractor.

Note: Responders can be awarded only one contract related to the Minnesota e-WIC implementation project.

Project Requirements

- The project must comply with applicable industry and agency standards including the Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK)
- All duties performed by the successful Responder must be in accordance with applicable Minnesota and federal law.

All written deliverables must be submitted in an electronic format such as WORD or PDF. The successful Responder shall be responsible for providing the expertise to complete the various tasks and activities outlined in Project Deliverables and Tasks section of this RFO. Resource shall be available during normal Minnesota business hours (8:30 a.m. to 5:00 p.m. Central Time). Availability may be satisfied by telephone communications, aside from the tasks that require physical attendance. We estimate that the PM must be onsite approximately 20 weeks over the course of the contract. We expect the Project Manager to be on-site during the kick-off, as well as some time during UAT, Pilot and statewide rollout. The time will fluctuate based on work needed to meet the milestones/activities.

Responder's project personnel may not be added, reassigned, or replaced during the project without the prior consent of the MN WIC ESC. Should a key staff position be vacated, the Responder shall provide for continuity of the position's responsibilities with a qualified replacement made available within ten (10) business days, subject to the review and approval of the MN WIC ESC. Resource changes must be completed via a work order amendment.

MDH reserves the right to request alternative staff, and require a change in the Responder's project personnel. MDH reserves the right to approve all Responder staff assigned to this project.

Responsibilities Expected of the Selected Vendor

The e-WIC PM shall provide oversight of the project. This person will have the authority to make decisions determining the operation, order, and management of the project including the prioritization of cost, schedule, scope, and quality in coordination with the ESC. It is assumed that that the percentage of time spent on the project by the PM will fluctuate over the life of the project. It has been estimated the PM will support the project at 70% (FTE) on average.

The e-WIC PM will be responsible for day to day e-WIC project management, resource management, change management assistance, assistance with interagency coordination activities and in coordinating activities between the contractors and the state agency as well as reporting to the WIC ESC. While the PM is not required to be onsite full time, it is anticipated that they will be onsite frequently to work with State WIC staff, the contractors and the project stakeholders. Refer to section Project Requirements.

Mandatory Qualifications

(To be initially scored as pass/fail. Thereafter, proposed resource(s) that meet the Mandatory Qualifications will be scored in part on the extent to which the resource exceeds these mandatory minimums. See RFO Evaluation Process, below.)

The selected Responder must be:

- Certified Project Management Professional and have prior EBT or e-WIC experience.
- Company demonstrates within the last five (5) years the successful project management of an implementation of an EBT or eWIC system
- Demonstrate that the PM has provided project management for at least one previous e-WIC Implementation.
- Company demonstrates knowledge of and experience with the USDA FNS standards, testing, and certification processes.
- Project Manager demonstrates knowledge of and experience with the USDA FNS standards, testing, and certification processes
- Provide a Project Manager with at least two (2) years of e-WIC planning and project management experience.

Process Schedule

Process Milestone	Due Date
Deadline for Questions	10/04/2016; 4:00PM CST
Anticipated Posted Response to Question	10/06/2016; 4:00PM CST
Proposals due	11/01/2016; 4:00PM CST
Anticipated proposal evaluation begins	11/03/2016; 4:00PM CST
Anticipated proposal evaluation & decision	12/01/2016; 4:00PM CST

Questions

Any questions regarding this Request for Offers should be submitted via e-mail according to the date and time listed in the process schedule to:

Name: Roleen Marchetti
 Organization: Office of MN.IT Services
 Email Address: mnitcontracts@state.mn.us

Questions and answers will be posted via an addendum to the RFO on the Office of MN.IT Services website (<http://mn.gov/buyit/14atm/rfo/active.html>) according to the process schedule above.

Other persons ARE NOT authorized to discuss this RFO or its requirements with anyone throughout the selection process and responders should not rely on information obtained from non-authorized individuals. If it is discovered a Responder contacted other State staff other than the individual above, the responder's proposal may be removed from further consideration.

RFO Evaluation Process

- An evaluation committee will review accepted proposals. The proposal must consist of all the items outlined in the Response Requirements section. A 100-point scale will be used to create the final evaluation recommendation. The factors and weighting on which proposals will be scored are:

- Resource Qualifications and Experience *30 points*
- Company Qualifications and Experience *10 points*
- Work Plan: *30 points*
- Cost Proposal and Detail: *30 points*

Total: 100 points

The WIC Program reserves the right to amend the RFO prior to the opening of the proposal. The state is not liable for costs incurred by any respondent prior to the issuance of any contract. Amendments, clarifications, and updates will be posted on the Office of MN.IT Services website (<http://mn.gov/buyit/14atm/rfo/active.html>). It is the responsibility of the Respondent to monitor and obtain any amendments prior to the submittal of any proposal.

This Request for Offers does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Organization reserves the right to reject any and all proposals.

Submission Format

At a minimum, successful responses will include the following:

1. Introduction
2. Company Overview
 - Company history, growth
 - Current financial data (if publicly available)
 - Services provided by the organization
3. Project Manager Qualifications and Experience

Complete the Response Matrix, including organizations and dates where the company and/or resource has demonstrated the required qualification as previously noted. If pass/fail requirements are not met, further scoring of the proposal will be discontinued.

RESPONSE MATRIX		
REQUIRED QUALIFICATIONS:	Pass / Fail	Provide Dates and Organization where the company and/or resource has demonstrated the qualification
Certified Project Management Professional and have prior EBT or e-WIC experience.		

Company demonstrates within the last five (5) years the successful project management of the implementation of an EBT system or other system of comparable size and complexity.		
Demonstrate that the PM has provided project management for at least one previous e-WIC Implementation.		
Company demonstrates knowledge of and experience with the USDA FNS standards, testing, and certification processes.		
Project Manager demonstrates knowledge of and experience with the USDA FNS standards, testing and certification processes.		
Provide a Project Manager with at least two (2) years of e-WIC planning and project management experience.		

- Provide three (3) narrative descriptions of recent similar or relevant projects for the company. Project descriptions must include the client's name, project manager, period of performance, contract amount, and description of services provided. Include the reference name, reference email, reference phone number along with the project descriptions. Project descriptions should demonstrate the Responder's knowledge and understanding of the WIC Program and e-WIC. If the Responder wishes to present more than three (3) project descriptions, additional project descriptions should be submitted in an appendix.
- Provide an organizational chart that indicates the name and title of the Project Manager. Indicate the percent time (% FTE) the Project Manager will be assigned to the MN WIC project as well as percent time assigned to any concurrent projects.
- List any subcontractors who will participate in the project, if any, detailing their qualifications, credentials, training, work experience with e-WIC systems and planning activities.
- Resume must include all relevant project experience (include period of performance), relevant education and training, and a professional summary. Resume should not, if possible, contain personal telephone numbers, home addresses or home email addresses. If it is necessary to include personal contact information, please clearly indicate in the proposal that personal contact information is being provided.

4. Project Description and Work Plan

- The statement of objectives, goals and tasks to show or demonstrate the Responder's view of the nature of this project.
- A detailed work plan including a description of tasks and deliverables to be accomplished and to be used as a scheduling and managing tool.
- Confirmation of intent to comply with the proposed schedule of the timeline of deliverables or propose modifications to the timeline with submission of the work plan.
- Communication methods to be used to document progress, such as status reports and technical bulletins.
- Contract and change management procedures.
- Identification of the level of MN WIC's participation in the project, as well as any other services to be provided by the MDH.

5. Cost Proposal

- A cost proposal that references the deliverables and tasks outlined in the matrix below will be used as the basis for the cost evaluation.
- Please provide costs per deliverable/task using the chart below. Cost must include the estimated number of hours to complete the task and the proposed hourly rate for evaluation purposes.
- The cost proposal must provide a firm, fixed price for each deliverable, and must be sent as a separate document.
- The cost proposal must contain an hourly rate for additional services not listed in this RFO.

Deliverable/Task	Cost (must include the estimated number of hours and the proposed hourly rate for evaluation purposes)
Project Oversight -Duration of the Project	
Initiation Phase	
Implementation Planning Phase	
Testing	
Implementation	
Project close-out	
Total	
Additional Services: Hourly rate	

4. **Additional Statement and forms:** Required forms to be returned or additional provisions that must be included in response include:
1. Conflict of interest statement as it relates to this project
 2. Affirmative Action Certificate of Compliance (if over \$100,000, including extension options) <http://www.mmd.admin.state.mn.us/doc/affaction.doc>
 3. Equal Pay Certificate Form (if proposals exceeds \$500,000, including extension options) <http://www.mmd.admin.state.mn.us/doc/equalpaycertificate.doc>
 4. Affidavit of non-collusion <http://www.mmd.admin.state.mn.us/doc/noncollusion-2.doc>
 5. Certification Regarding Lobbying (if over \$100,000, including extension options) <http://www.mmd.admin.state.mn.us/doc/lobbying.doc>

Proposal Submission Instructions

Each Responder is limited to submission of one (1) proposal in response to this Request for Offers.

Proposals must be submitted via email to:

Roleen Marchetti, MNIT Contracts Manager

mnitcontracts@state.mn.us

Email subject line must read: [vendor name]-e-WIC Project Manager RFO #()

- Proposal documents must be submitted in PDF format. The email in the proposal submitted must not exceed 25 MB in size or it may be rejected by the State e-mail system.
- Submissions are due according to the Process Schedule previously listed.
- **A copy of the response must also be sent to MNIT.SITE@state.mn.us for vendor performance tracking.**

You must submit an email with your response or email notification that you will not respond to MNIT.SITE@state.mn.us Failure to do either of these tasks will count against your program activity and may result in removal from the program.

General Requirements

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Liability

Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

Disposition of Responses

All materials submitted in response to this RFO will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this RFO that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFO, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

IT Accessibility Standards

All documents and other work products delivered by the vendor must be accessible in order to conform with the State Accessibility Standard. Information about the Standard can be found at:

<http://mn.gov/mnit/programs/policies/accessibility/>.

Veteran-Owned Small Business Preference

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. § 16C.16, subd. 6a, the Commissioner of Administration will award a 6% preference in the amount bid on state procurement to certified small businesses that are majority owned and operated by veterans.

A small business qualifies for the veteran-owned preference when it meets one of the following requirements. 1) The business has been certified by the Department of Administration/Materials

Management Division as being a veteran-owned or service-disabled veteran-owned small business. 2) The principal place of business is in Minnesota AND the United States Department of Veterans Affairs verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74 (Supported By Documentation). See Minn. Stat. § 16C.19(d).

Statutory requirements and certification must be met by the solicitation response due date and time to be awarded the preference.

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

Work Force Certification

For all contracts estimated to be in excess of \$100,000, responders are required to complete the Affirmative Action Certificate of Compliance and return it with the response. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are available upon request from the contracting agency."

Equal Pay Certification

If the Response to this solicitation could be in excess of \$500,000, the Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A responder is exempt if it has not employed more than 40 full-time employees on any single working day in one state during the previous 12 months. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

Federal Procurement Requirements

The responder must be in compliance with the following federal contract procurement requirements:

Equal Employment Opportunity

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.

Clean Air Act

The Clean Air Act, Section 306 stipulates:

- 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. 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]
- 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].

Clean Water Act

The Clean Water Act, Section 309 stipulates:

- 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.

The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

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.

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.

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.

(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)).

Anti-Lobbying Act

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

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
- c. The undersigned shall require that the language of this certification be include in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

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 and State and local governments, except public transportation services.

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. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

Transactions subject to the suspension/debarment rules (covered transactions) include grants, subgrants, cooperative agreements, and prime contracts under such awards. Subcontracts are not included. Also, the dollar threshold for covered procurement contracts is \$25,000. Contracts for Federally required audit services are covered regardless of dollar amount.

Debarment and Suspension

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.

The applicant certifies that it and its principals:

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

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

Royalty-Free Rights to Use Software or Documentation Developed

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.

Appendix A: e-WIC Project Contractors' Responsibility Matrix

The following table outlines the responsibilities for areas of the project where contractors will have involvement. State staff will also be involved in the majority of the tasks and activities listed. A plan for state staff involvement will be developed after the PM and e-WIC Service Provider contracts are awarded. Any task/activity in which a contractor is not designated as the lead/facilitator, a state staff member will have the primary responsibility for the task. The following codes have been used to designate the level of participation

L=Lead/Facilitate

P=Participate

M=Monitor

I=Informed of Task/Activity

Blank=No involvement

Project Task/Activity	Project Manger	Quality Assurance Contractor	e-WIC Service Provider	HuBERT M&O Contractor
Coordination of State Tasks	L	I	I	I
Coordination of Stakeholder Engagement	L	P	P	
Contractor Performance Monitoring	L	I	I	
e-WIC Deliverable Reviews	L	P	I	
QA Deliverable Reviews	L	I		
Maintain Project Document Repository	L	P	P	P
Change Management	L	P	P	P
Risk/Issue Management	P	L	P	P
Requirements Validation Activities	P	P	L	P
MIS-EBT Interface Development	M	M	L	P
MIS Configuration Changes	M	M	I	L
Updates to the WIC Food Finder App	M	M	I	L
Establish Connectivity	P	M	L	P
Vendor Enablement	P	P	L	
Vendor Certification/Testing (Level I/II)	M	P	L	
Stand-Beside POS Deployment and Training	I	M	L	
Clinic Readiness	L	P	P	I
Clinic Staff Training	M	M	I	I
UPC Collection	M	M	M	I
User Acceptance Testing	P	L	P	P
e-WIC System Operation	M	M	L	I

Project Task/Activity	Project Manger	Quality Assurance Contractor	e-WIC Service Provider	HuBERT M&O Contractor
Live Testing/Level III Certifications	P	P	L	M
Onsite Support - Pilot	L	P	P	I
Pilot Operations	M	M	L	M
Pilot Evaluation	P	L	P	I
Onsite Support - Rollout	L	P	I	I
Rollout Operations	M	M	L	M

Attachment A

Background and History

MN WIC has been preparing for e-WIC for several years. These efforts have included:

- Transfer and Implementation of a new WIC information system (MIS) in 2011 that includes e-WIC functionality. Ongoing operations and maintenance of the MIS is provided through a contract. The system is a State Agency Model (SAM).
- Development of a comprehensive Universal Product Code (UPC) database of WIC foods.
- Completion of a cost and alternatives analysis as well as a determination of a technical solution (smart card or on-line). **MN WIC determined that an on-line solution is the most cost efficient and cost-effective option.**
- Initial stakeholder engagement activities.
- Completion of an IAPD approved by USDA FNS.

Minnesota WIC Program Information

The following sections provide information about the MN WIC Program and activities related to e-WIC.

MN WIC Program Statistics

The MN WIC Program serves approximately 72,435 households each year, and there are approximately 1100 retail food and pharmacy locations throughout the State of Minnesota where participants can redeem their benefits. The MN WIC Program also contracts with approximately 600 farmers that participate in the Farmers Market Nutrition Program. Participants can currently redeem their fruit and vegetable WIC vouchers at these sites during the summer months.

Exhibit 1: WIC Clinics and Vendor Locations illustrates the locations of WIC clinics and vendors throughout the State of Minnesota.

Exhibit 2: WIC Program Statistics provides statistical information about the MN WIC program. Participant/household figures in this table represent the averages for the months of April 2014 - March 2015.

Program Data	Figures
Number of WIC Participants	121,358
Average Number of Participants/Family	1.68
Number of WIC Families	72,436
Average Number of New Participants/Month	4079
Number of Local Grantees	54
Number of Clinic Locations	197
Number of Disconnected Clinics	0
Number of WIC Vendors (retail food and pharmacy)	1103
Number of WIC Neighborhood and/or Convenience Stores (1-2 registers)	422
Number of Independently-Owned Supermarkets (3+ cash registers)	190
Number of Chain-Owned Supermarkets (3+ cash registers)	202
Number of Pharmacies	160
Number of Warehouse-Type Stores	129
Number of Farmers at Farmers' Markets	597

Exhibit 2: WIC Program Statistics

WIC Information System

The Minnesota Department of Health (MDH) completed implementation of its WIC Management Information System (MIS) in 2011. Custom software for the MN WIC MIS was developed by a consortium of states, known as the Successful Partners in Reaching Innovative Technology (SPIRIT) Users Group (SUG). MN WIC refers to its MIS as the Health Benefits Real Time (HuBERT) system. HuBERT is considered a United States Department of Agriculture (USDA) Food and Nutrition Service (FNS) State Agency Model (SAM).

HuBERT is a centralized information system. Servers are used to host the database and the web services needed to access the database. To access the data and application, the HuBERT client is installed on computers used in WIC clinics and any computer that requires access to WIC information. The system is currently hosted by Computer Sciences Corporation (CSC), the MN WIC Operations and Maintenance (O&M) Contractor. In addition, to hosting and maintaining the system, the O&M contractor also handles the management, maintenance and support of clinic hardware; provides help desk services; supports software testing; conducts one-to-one reconciliation of benefits including investigation and reporting of discrepancies; and collects, tallies, and analyzes the results of periodic vendor price surveys.

SPIRIT is currently on line e-WIC operational in the Chickasaw Nation. Development is underway to add smart card e-WIC functionality, and bring the SPIRIT e-WIC interface up-to-date with the FNS WIC's Universal MIS-EBT Interface. It is anticipated that these changes will be completed prior to the start of the e-WIC service provider contract execution. MN WIC has been actively participating in SUG activities related to this effort, including the Change Control Work Group (CCWG), the Executive Steering Committee (ESC), and various task forces.

MN WIC Mobile App

CSC has also developed a smart phone application that is currently in use by MN WIC Program participants called the Minnesota WIC My Food Finder app. At this time, the app assists participants with the identification of WIC-approved foods at authorized WIC vendor locations. MN WIC has collected Universal Product Codes (UPCs), and created an Approved Products List (APL) that is used by the app when UPCs are scanned or entered into the app in the store. As MN WIC moves to e-WIC, MN WIC plans to expand the app's functionality to allow cardholders to access balance information and transaction history. MN WIC also plans to refine the UPC scanning capability so that the card balance can be used to determine what items are eligible to be purchased by the cardholder.