



COLORADO
Department of Public
Health & Environment

REQUEST FOR PROPOSAL
2020000071

**Colorado, Iowa, and Nebraska WIC Electronic Benefits
Transfer (EBT) Services**

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REQUEST FOR PROPOSALS SIGNATURE PAGE

IMPORTANT:

The RFP Number and RFP Submission Deadline must be on the **OUTSIDE** of the sealed RFP response.

RETURN THIS PAGE WITH YOUR RESPONSE

RFP INFORMATION			
RFP #:	202000071	TITLE:	Request for Proposals for an eWIC Service Provider for Colorado, Iowa, and Nebraska
ANTICIPATED INITIAL CONTRACT TERM:		See Section 2.1 Table 1	
ANTICIPATED OPTIONAL EXTENSION TERMS:		See Section 2.1 Table 1	
SUBMIT INQUIRIES & SEALED PROPOSALS TO:			
Colorado Department of Public Health and Environment Procurement and Contracts Unit Mail Room (B1) 4300 Cherry Creek Drive South Denver, CO 80246 Attention: Allan Smith, Senior Purchasing Agent			
Allan Smith, Senior Purchasing Agent			
303.692.2072			
allan.smith@state.co.us			
The technical and cost proposals must be submitted in separate, clearly delineated sections. Offerors shall submit:			
<ul style="list-style-type: none"> • One (1) original signature page (Attachment 1) • Three (3) paper copies of the proposal • Three (3) electronic copies of the technical proposal provided on three (3) separate flash drives • Three (3) electronic copies of the cost proposal provided on three (3) separate flash drives 			
OFFEROR'S CONTACT INFORMATION			
COMPANY NAME:		CONTACT:	
STREET ADDRESS:		PHONE:	
CITY/STATE/ZIP:		E-MAIL:	
FEIN:			
OFFEROR'S AUTHORIZED SIGNATURE			
AUTHORIZED SIGNATURE:			
PRINTED NAME:		TITLE:	

SCHEDULE OF ACTIVITIES

ACTIVITY	DATE	TIME (MT)
RFP Notice Published on VSS	March 6, 2020	
Prospective Offerors Written Inquiry Deadline (No questions accepted after this date/time; e-mail preferred)	April 6, 2020	2 PM MST
Response to Written Inquiries	April 21, 2020	
RFP Proposal Submission Deadline	June 9, 2020	2 PM MST

SECTION 1. ADMINISTRATIVE INFORMATION

1.1. ISSUING OFFICE

This Request for Proposals (RFP) is issued by the State of Colorado, Department of Public Health and Environment (CDPHE), Procurement and Contracts Unit, for the benefit of the State of Colorado, State of Iowa, and State of Nebraska. The CDPHE Procurement and Contracts Unit and Purchasing Agent listed on the RFP Signature Page is the sole point of contact concerning this RFP. All communication must be directed to the designated Purchasing Agent.

1.2. COLORADO OFFEROR SELF SERVICE AND REGISTRATION

The State uses the Colorado Operations Resource Engine (CORE) and Vendor Self Service (VSS) to publicly post solicitations.

Solicitation details for goods and services, as well as construction notices, are publicly available without registration on VSS. Any addendum or modification to this RFP will be published using Colorado VSS. Offerors should check VSS on a regular basis. Vendors that are registered on VSS may choose to receive notifications of any new information regarding this RFP.

An Offeror must have a current registration on VSS in order to be awarded under this RFP. There is no cost to register on Colorado VSS. To become a registered supplier on VSS, please visit www.colorado.gov/vss

1.3. INVITATION TO SUBMIT PROPOSALS

CDPHE is posting this RFP on Colorado VSS so that Offerors who have an interest may submit a Proposal in accordance with terms of this RFP. Please read and be aware of the administrative information attached to this RFP. This RFP is intended to provide prospective Offerors with sufficient information to enable them to prepare and submit Proposals for consideration. This RFP contains the instructions governing the Proposal to be submitted and the material to be included therein. All mandatory requirements stated in this RFP must be met to be eligible for consideration.

It is the sole responsibility of the Offeror to ensure that a Proposal is submitted and received prior to the date and time specified on Colorado VSS. Late Proposals will not be accepted.

The State intends to select one or more Proposals for award as a result of this RFP and to contract for the goods or services in such awarded Proposal. The State reserves the right to select Proposals for award as it is deemed to be in the best interest of the State.

1.4. OFFEROR IDENTIFICATION

All Proposals must include a valid tax identification number for the Offeror. Any Offeror must be a legal entity with the legal right to contract in the State of Colorado, State of Iowa, and the State of Nebraska. Only the identity of the Offeror will be used to determine the Offeror's registration status on VSS. If an Offeror is owned or controlled by a parent company, the Proposal must also identify the name, main office address, and tax identification number of such parent company.

1.5. OFFICIAL MEANS OF COMMUNICATION

Prior to the proposal submission deadline for this RFP, all official communication from the State regarding this RFP, including any modification or addendum, will be posted as a notice on VSS. Offerors should carefully and regularly monitor VSS for any such postings.

At any time prior to the execution of a contract as a result of this RFP, any news release or other contact with media representatives regarding this RFP or any Proposal submitted in response to this RFP is prohibited, to the extent permitted by law, without the prior express written approval of the State.

1.6. INQUIRIES

Unless otherwise noted, prospective Offerors may make written or electronic mail inquiries concerning this RFP to obtain clarification of requirements. E-mail is the preferred method for Offerors to submit inquiries. No inquiries will be accepted after the date indicated in the Schedule of Activities section of this RFP.

Inquiries must be made to the designated Purchasing Agent using the contact information appearing on the Signature Page for this RFP.

All inquiries must clearly identify the RFP number, and where appropriate, should include references to any relevant RFP section, paragraph, or question number. Please do not use page numbers as references in an inquiry.

Any response to an Offeror's inquiries will be published as a notice on Colorado VSS. Offerors should not rely on any other statements, whether written or oral, that purport to alter any specification or other term or condition of this RFP. Offerors are responsible for monitoring Colorado VSS for publication of notices regarding this RFP.

1.7. MODIFICATION OR WITHDRAWAL OF PROPOSALS

An Offeror may modify a Proposal submitted in response to this RFP prior to the established proposal submission deadline. An Offeror may withdraw a Proposal at any time.

1.8. THE STATE'S RIGHTS

The State reserves the right, in its sole discretion, to waive informalities and minor irregularities in connection with any Proposal received.

The State reserves the right, in its sole discretion, to cancel this entire RFP or individual phases or projects at any time, without penalty.

1.9. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submitting a Proposal in response to this RFP, each Offeror certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, that in connection with this procurement:

- a. The prices in the Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor, other than a joint Offeror;
- b. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly to any other Offeror or to any competitor; and

- c. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

Each person signing the RFP Signature Page of the Proposal certifies that:

- a. The signing individual has the legal authority to bind the Offeror organization to the prices and other obligations offered in the Proposal and that the signing individual has not participated, and will not participate, in any action contrary to the certifications above; and
- b. The signing individual is not aware of any person connected with the Offeror organization who has participated in any action contrary to the certifications above; and
- c. The signing individual will immediately notify the State if the individual becomes aware of any action by any individual or entity contrary to the certifications above.

A Proposal will not be considered for award where any of the certifications above have been deleted or modified. In the event that any Offeror furnishes with the Proposal a signed statement which sets forth in detail the circumstances of any action contrary to the certifications above, the State may accept such proposal only if the State determines that such disclosure was not made for the purpose of restricting competition.

1.10. PROPRIETARY/CONFIDENTIAL INFORMATION

CDPHE recognizes that some elements of a Proposal may contain proprietary or confidential information. An Offeror may request confidentiality of information submitted in connection with a Proposal using the following procedure:

- a. The Offeror must submit a written request for confidentiality together with its Proposal.
- b. The request must state *specifically* what elements of the Proposal are to be considered confidential and must provide a justification for the request. To the extent that the request includes multiple types of information, the request must include a specific justification for the request as applied to each different type of information requested to be held confidential.
- c. Material requested to remain confidential must be separated from the remaining elements of the Proposal and must be readily identified, such as by labeling the pages as "Proprietary/Confidential."

The State will not consider any requests for confidentiality under the following circumstances:

- a. All, or substantially all, of a Proposal is requested to remain confidential.
- b. Material requested to be kept confidential is co-mingled with other information in the Proposal (i.e., is not separated from the remainder of the Proposal as required above).
- c. The request concerns price or rate information, or information that will be included in any resulting contract for the goods or services proposed.

The CDPHE Procurement Official or delegate will make a written determination regarding any request for confidentiality that complies with the requirements above, in accordance with any applicable law, including Neb. Rev. Stat. § 84-712.05(3). In the event that CDPHE denies the Offeror's request for confidentiality or determines that a request is not in compliance with the requirements of this RFP, a notice of that determination will be sent to the Offeror. Upon notice of such denial, the Offeror may withdraw its entire Proposal. An Offeror's decision to allow its Proposal to remain under consideration will be considered acceptance of CDPHE's determination regarding confidentiality.

Nothing in this section prohibits CDPHE from unilaterally determining that any portion of a Proposal should remain confidential, provided that the same criteria for such determination are applied to all proposals submitted under this RFP.

1.11. RFP RESPONSE MATERIAL OWNERSHIP

All material submitted regarding this RFP becomes the property of the State of Colorado, State of Iowa, and State of Nebraska. As such, except as provided regarding confidential or proprietary information above, the State of Colorado, State of Iowa, and State of Nebraska, have the right to use any or all such information or material. The State of Colorado, State of Iowa, and State of Nebraska, may retain or dispose of all such information or material as is lawfully deemed appropriate.

Except as provided regarding confidential or proprietary information above, all proposals may be reviewed by any person after a Notice of Intent to Make an Award has been issued, subject to the terms of the Colorado Open Records Act ("CORA"), §§24-72-200.1, *et seq.*, C.R.S., and the Nebraska public records statutes (Neb. Rev. Stat § 84-712 *et seq.*). Offeror expressly agrees that the State of Colorado may use the materials for all lawful State purposes and may make the information available to the public in accordance with the provisions of CORA.

The State of Iowa's release of public records is governed by Iowa Code chapter 22. Applicants are encouraged to familiarize themselves with Chapter 22 before submitting an application in response to this RFP.

The Iowa Department of Public Health will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by an applicant as non-confidential records unless applicant requests specific parts of the application be treated as confidential at the time of the submission as set forth herein AND the information is confidential under Iowa or other applicable law.

1.12. PROPOSAL PRICING

Price and cost information included in any Proposal must be firm, must be stated in U.S. dollars, and must include all related costs (e.g. surcharges, travel, etc.). Estimated Proposal prices are not acceptable. Any costs not included as part of the Proposal may be disallowed under the contract with the awarded Offeror.

Quantities stated in this RFP or in any Proposal are estimates only. Unless expressly stated otherwise, no volume of goods or services to be purchased can be guaranteed. Pricing may be tiered, but may not be contingent upon any unstated assumptions regarding quantities to be purchased.

At the request of the State, Best and Final Offers may be considered in determining the awarded Offeror. Proposals, including Best and Final Offers, shall be firm for a period of not less than one hundred eighty (180) calendar days from the date of award.

1.13. TAXES

The State of Colorado, as a purchaser, is exempt from all Federal excise taxes under Chapter 32 of the Internal Revenue Code (Registration No. 84-730123K) and from all state and local government use taxes under §39-26-114(a), C.R.S. The State of Colorado's State and Local Sales Tax Exemption Number is 98-02565.

For the State of Iowa, see Exhibit F Iowa tax exempt letter.

The State of Nebraska is not required to pay taxes, and a contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate of Sales Tax Exemption, Form 13 for their records.

Goods and services purchased by an Offeror may be subject to sales tax in certain jurisdictions even though the Offeror is purchasing such goods or services in connection with providing goods or services to the State. Any taxes to which Offeror may be subject will not be reimbursed by the State.

1.14. INSURANCE

Any awarded Offeror shall obtain and maintain at all times during the term of any contract resulting from this RFP insurance in the kinds and amounts outlined in the Model Contract or Purchase Order Terms and Conditions attached with this RFP.

The insurance requirements for Colorado, Iowa, and Nebraska are outlined in each state's terms and conditions in Exhibits A – C.

1.15. CONTRACT TERM

Any contract resulting from this RFP will be effective upon approval by the State Controller or designee, or as otherwise allowed by law. The contract performance shall commence upon the effective date of the contract and shall be undertaken and performed in the sequence and manner set forth in the contract. The estimated total term of any resulting contract is stated in Section 2.1 Table 1 for this RFP.

1.16. CONTRACTUAL OFFER AND ACCEPTANCE

1.16.1. Acceptance or Rejection of RFP and Contract Terms

By submitting a Proposal, Offeror acknowledges and accepts all terms and conditions of this RFP unless Offeror's proposal clearly and unequivocally rejects such term or condition. Failure to clearly articulate any such rejection, or any variation between a Proposal and this RFP, shall be deemed a waiver of any rights to subsequently modify the terms of performance. Rejection of any term or condition of the RFP may be grounds for the state to reject a Proposal or decline to select a Proposal for award.

A Proposal signed by an authorized representative for the Offeror and submitted in response to this RFP shall constitute a binding offer for the State to purchase or otherwise contract for the goods or services proposed therein. Except as modified herein or as agreed to by the State, the Model Contract or Purchase Order Terms and Conditions included with this RFP will be binding upon the awarded Offeror. The contents of the Proposal, including the services of any persons specified, will become contractual obligations of the awarded Offeror if a contract ensues. Failure of the awarded Offeror to accept these obligations in a resulting contract may result in cancellation of the award and such Offeror may be removed from future solicitations.

1.16.2. Proposed Changes to Contract Terms

A Proposal may include proposed changes to each State Agency's Contract Terms and Conditions included as Exhibits to this RFP. Each proposed change must include proposed alternative or substitute language, and reference which State contract it is referring to. Such proposed changes will not be viewed as rejections of the RFP terms and conditions. General objections or objections indicated to be negotiated subsequent to the award will not be accepted. The State of Colorado, State of Iowa, or State of Nebraska, in their sole discretion, may accept or reject proposed changes during the contract negotiation process with the awarded Offeror. A State's rejection of any proposed change will not alter the awarded Offeror's obligation to perform subject to the terms of this RFP.

The State of Colorado, State of Iowa, and State of Nebraska, reserve the right to modify the contract language in response to legislative, budget, or policy changes, or as otherwise required by law. The States reserve the right to

clarify terms and conditions not having an appreciable effect on quality, price/cost, risk, or delivery schedule during post-award formalization of the contract.

1.17. AGREEMENT EXECUTION

An awarded Offeror shall have no longer than forty-five (45) calendar days to enter into a contract with the State of Colorado and Iowa after being notified of the award by the State. (Nebraska is excluded from this requirement due to the later end date of their current contract). If no contract has been executed after forty-five days and such delay is not the fault of the State, the State may elect to cancel the award. The State may elect to grant the award to the next most responsive Offeror.

The State of Colorado, State of Iowa, and State of Nebraska, shall not be liable for any costs incurred by any Offeror prior to the execution of a contract. No property interest of any nature shall accrue until a contract is approved by the parties and by the States' Controllers (or authorized agency), or otherwise legally executed as allowed by law. Agreement execution shall only proceed after the resolution of any official controversies during the protest period. Prior to execution, each contract is subject to review by FNS.

1.18. INFORMATION SECURITY

All Proposals will be evaluated, in part, based on the Offeror's willingness and ability to comply with all applicable laws, regulations, rules, policies, procedures, or other requirements concerning the safeguarding of any and all State systems and data. The awarded Offeror will be expected to comply with:

- a. All Colorado Office of Information Security (OIS) policies and procedures which OIS has issued pursuant to §§24-37.5-401 through 406, C.R.S. and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>
- b. All information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Contractor's performance under the Contract. Such obligations may arise from:
 - i. Health Information Portability and Accountability Act (HIPAA)
 - ii. IRS Publication 1075
 - iii. Payment Card Industry Data Security Standard (PCI-DSS)
 - iv. FBI Criminal Justice Information Service Security Addendum
 - v. CMS Minimum Acceptable Risk Standards for Exchanges
 - vi. Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration

The Awarded Offeror shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards and guidelines applicable to the performance described in the Proposal.

As a condition of the execution of a contract as a result of this RFP, the Awarded Offeror must provide the State with information reasonably required to assess the Awarded Offeror's ability to comply with the requirements stated above. At the direction of the Office of Information Security ("OIS"), such access and information may include:

- a. The results of security audits, penetration tests, or vulnerability scans, as requested by OIS or its designee at any time under this Contract;

- b. A recent SOC2 Type II audit including, at a minimum, the Trust Principles of Security, Confidentiality, and Availability, or an alternative audit acceptable to OIS.

1.19. RESOLUTION OF CONTROVERSIES

Any controversy in connection with this solicitation or the award of a contract as a result of this RFP shall be resolved according to the provisions of Article 109, Title 24, C.R.S.

1.20. CONFLICT OF INTEREST DISCLOSURE

Offerors must disclose any potential conflict of interest in connection with a Proposal. A conflict of interest may include, but is not limited to, access to any non-public information regarding the RFP or the subject matter of the RFP by the Offeror, or any of the Offeror's employees, contractors, or agents, including any individual who may have had access to non-public information in a prior capacity before entering into a relationship with Offeror.

No individual or entity engaged by the State to prepare this RFP or that has otherwise had prior access to the solicitation or to sensitive information related to this procurement process (including, but not limited to the requirements, statement of work, or evaluation criteria), will be eligible to submit or participate in a Proposal in response to this RFP.

If the State determines that a conflict of interest exists, the State, in its sole discretion, may reject any Proposal or cancel the award of a contract. In the event the Awarded Offeror was aware of any conflict of interest prior to the award of the contract and failed to disclose the conflict to the State, the State may terminate the contract for cause.

The provisions of this section regarding disclosure of conflicts of interest to the State must be included in any subcontracts in connection with performance of the work. The language included in any subcontract must preserve the State's rights to disclosure of conflicts of interest and to termination of the contract on the basis of any unacceptable conflict or failure to disclose any conflict.

1.21. STATE BUSINESS REGISTRATION

1.21.1. Colorado Business Registration

Within ten (10) business days of the notification of the award of a contract under this RFP, the awarded Offeror be properly registered with the Colorado Secretary of State's Office to do business in Colorado. The State may request that the awarded Offeror provide evidence of such registration, as well as other organizing documents such as Articles of Incorporation or By-laws.

1.21.2. Iowa Business Registration

The State of Iowa requires any company wanting to do business with the state of Iowa to register with the Department of Administrative Services. <https://das.iowa.gov/procurement/vendors/how-do-business>

1.21.3. Nebraska Business Registration

All contractors must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The awarded Offeror will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Nebraska Department

of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

1.21.3.1. Additional Requirements

To the extent applicable, the awarded Offeror shall submit to the jurisdiction of the Nebraska Office of Public Counsel pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq., and must comply with the Nebraska Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq. Pursuant to Neb. Rev. Stat. § 48-1122, the awarded Offeror shall not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin. This section shall survive the termination of any contract awarded.

SECTION 2. STATEMENT OF WORK

The purpose of this RFP is to acquire Electronic Benefit Transfer (EBT) services for the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) programs administered by Colorado, Iowa, and Nebraska. Throughout this RFP, WIC EBT will be referred to as eWIC.

2.1. INTRODUCTION

The State of Colorado Department of Public Health and Environment (CDPHE), Purchasing and Contracts Unit (PCU) is issuing this RFP on behalf of Colorado, Iowa, and Nebraska. CDPHE retains the right to accept or reject any or all proposals if it is deemed to be in the best interest of Colorado, Iowa, and Nebraska.

It is the intent of Colorado, Iowa, and Nebraska to jointly select a eWIC Service Provider. Each State shall contract separately with the eWIC Service Provider. Refer to the following Exhibits which provide the specific contractual requirements for each State. Note that contract language is subject to change between the release of this RFP and contract award.

- Exhibit A for the Colorado Terms and Conditions
- Exhibit B for the Iowa Terms and Conditions
- Exhibit C (Addendum A,B and C for the Nebraska Contract template, Insurance requirements and HIPPA provisions

The anticipated contract period for each State is indicated in *Table 1*.

Table 1: Anticipated Contract Periods

State	Current Contract End Date	Base Contract Period	Optional Extension Periods
Colorado	March 31, 2021	Five (5) years	One (1) five (5)year extension
Iowa	March 31, 2021	Six (6) years	Two (2) two (2) year extensions
Nebraska	July 1, 2022	Five (5) years	Four (4) one-year extensions

Pricing under any optional extension period(s) exercised under this contract must be at the same pricing specified for the base contract period using the caseload for all active State Agencies, unless a lower price is negotiated with the eWIC Service Provider for the extension period by any of the State Agencies. By jointly issuing this RFP, Colorado, Iowa, and Nebraska have agreed, in principle, to the requirements specified herein. As a result, the Offeror’s response is applicable to each State Agency. However, the Offeror’s response shall contain state-specific responses where required.

This RFP solicits the delivery of the full scope of eWIC services as specified in this RFP. The scope of services within this RFP reflects the goal to acquire services that meet all three State Agency’s quality, performance and budgetary requirements. Additionally, all State Agencies must complete their contract transition/system conversion under this RFP no later than one month prior to the end of the current eWIC Service Provider contract with the State Agency.

The Offeror must propose eWIC services which meet the requirements of applicable Federal and State laws and regulations, and United States Department of Agriculture (USDA) Food and Nutrition Services (FNS) technical

standards and guidelines. Federal requirements for eWIC processing and performance are the minimum standards for the EBT system. Where specified in this RFP, the selected eWIC Services Provider shall exceed federal requirements and operating rules to meet state-specific requirements.

2.2. BACKGROUND

The State of Colorado and Iowa have been in operations with eWIC since 2016. The state agencies jointly procured eWIC services for their initial implementation and operation of eWIC with each agency executing a separate contract with the awarded Offeror. The State of Nebraska procured eWIC services through the Western States EBT Alliance (WSEA) and have been operational since November 2018. All three (3) State Agencies currently receive eWIC services through a contract with Fidelity Information Services (FIS) supported by Custom Data Processing (CDP) and the WIC Direct eWIC system. Additionally, all three (3) State Agencies are members of the Mountain Plains User Group (MPUG) and use the Mountain Plains States Consortium (MPSC) WIC management information system (MIS) to support the operation of their programs and interface with the eWIC system. The MPSC system is a web-based smart client application. The system utilizes server-side logic embedded in web services and stored procedures to facilitate communication between client and server.

The system is built on one or more web servers running Microsoft Windows Server 2016 and one or more database servers running Microsoft Windows Server 2016 and Microsoft SQL Server 2016. The MPSC OLTP database receives calls from the web server to either add data to the database or return data to the application for viewing. The MPSC reporting database is a real-time copy of the OLTP database used strictly for reporting in order to lessen the traffic to the OLTP. The database servers sit behind a firewall to protect data. The system communicates with EBT processor by utilizing XML Web and SQL Server Integration Services to send and retrieve files for processing. The following provides specific information about each agencies WIC Program and eWIC Operations.

2.2.1. Colorado

Table 2: Colorado WIC Program and eWIC Statistics provides relevant information about the Colorado WIC Program and eWIC operations. Household figures in this table represent averages for the month of August 2019.

Table 2: Colorado WIC Program and eWIC Statistics

Participant Data	Figures
Number of WIC Participants (August 2019)	81,858
Average Number of Participants/Family (August 2019)	1.5
Number of WIC Families (August 2019)	56,388
Number eWIC Cards Issued Monthly (Average September 2018 - August 2019)	1,645
Number of Compliance Accounts	161
Average Number of eWIC Cards Replaced Monthly	3,988
Local Agency/Clinic Data	Figures
Number of Local Agencies	37
Number of Clinic Locations	103
Number of PIN Selection Devices Deployed Statewide	N/A
Vendor Data	Figures
Number of WIC Vendors	453
<i>Chain</i>	355
<i>Small Chain</i>	28
<i>Independent</i>	53

Participant Data	Figures
<i>Commissaries</i>	4
<i>Farms</i>	2
<i>Pharmacy</i>	1
Number of Vendors with Stand-Beside Devices (some have more than 1 device)	10
<i>Single-Function Devices</i>	9
<i>Multi-Function Devices</i>	6
Cardholder/Vendor Customer Service	Figures
IVR - Average Monthly Calls	7,201
Live Customer Service Agency – Average Monthly Calls	N/A, service not selected by CO
IVR - Average Monthly Calls - Vendors	3
Live Customer Service Agency - Average Monthly Calls - Vendors	N/A, service not selected by CO
Other Agency Information	
Issuer Identification Number	610188

2.2.2. Iowa

Table 3: Iowa WIC Program and eWIC Statistics provides relevant information about the Iowa WIC Program and eWIC operations. Household figures in this table represent averages for the month of April 2019.

Table 3: Iowa WIC Program and eWIC Statistics

Participant Data	Figures
Number of WIC Participants (April 2019)	59,043
Average Number of Participants/Family (April 2019)	1.6
Number of WIC Families (April 2019)	35,921
Number eWIC Cards Issued Monthly	1,889
Number of Compliance Accounts	2
Average Number of eWIC Cards Replaced Monthly	766
Local Agency/Clinic Data	Figures
Number of Local Agencies	20
Number of Clinic Locations	160
Number of PIN Selection Devices Deployed Statewide	N/A
Number of Magnet Stripe Readers Deployed Statewide	N/A
Vendor Data	Figures
Number of WIC Vendors	563
<i>Grocery</i>	403
<i>Supercenter</i>	67
<i>Pharmacy</i>	91
<i>Formula Warehouse</i>	2
Number of Vendors with Stand-Beside Devices	47
<i>Single-Function Devices</i>	29
<i>Multi-Function Devices</i>	18

Participant Data	Figures
Cardholder/Vendor Customer Service	Figures
IVR - Average Monthly Calls - Cardholders	5,258
Live Customer Service Agency – Average Monthly Calls - Cardholders	61
IVR - Average Monthly Calls - Vendors	182
Live Customer Service Agency - Average Monthly Calls - Vendors	70
Other Agency Information	
Issuer Identification Number	589026

2.2.3. Nebraska

Table 3: Nebraska WIC Program and eWIC Statistics provides relevant information about the Nebraska WIC Program and eWIC operations. Household figures in this table represent averages for the month of August 2019.

Table 4: Nebraska WIC Program and eWIC Statistics

Participant Data	Figures
Number of WIC Participants (August 2019)	33,879
Average Number of Participants/Family (August 2019)	1.6
Number of WIC Families (August 2019)	20,605
Number eWIC Cards Issued Monthly (Operations period January 2019 - August 2019)	1,217
Number of Compliance Accounts	58
Local Agency/Clinic Data	Figures
Number of Local Agencies	13
Number of Clinic Locations	102
Number of PIN Selection Devices Deployed Statewide	0
Number of Magnet Stripe Readers Deployed Statewide	240
Vendor Data	Figures
Number of WIC Vendors	320
Chain	54
Small Chain	88
Independent	133
Commissaries	1
Farms	0
Pharmacy	44
Number of Vendors with Stand-Beside Devices	39
Single-Function Devices	39
Multi-Function Devices	0
Cardholder/Vendor Customer Service (January 2019 - August 2018)	Figures
IVR - Average Monthly Calls - Cardholders	2740
Live Customer Service Agency – Average Monthly Calls - Cardholders	97
IVR - Average Monthly Calls - Vendors	8
Live Customer Service Agency - Average Monthly Calls - Vendors	8
Other Agency Information	

Participant Data	Figures
Issuer Identification Number	56063600

2.3. KEY TERMINOLOGY

Table 5: Key Terms and Acronyms

Term / Acronym	Definition
ACH	Automated Clearing House
ANSI	American National Standards Institute
APL	Authorized Product List
BAFO	Best and Final Offer
CDP	Custom Data Processing
CDPHE	Colorado Department of Public Health and Environment
CFR	Code of Federal Regulation
CISP	Colorado Information Security Policies
CMS	Centers for Medicare and Medicaid Services
CORA	Colorado Open Records Act
CORE	Colorado Operations Resource Engine
CPCM	Cost Per Case Month
CRS	Colorado Revised Statutes
CSA	Customer Service Agent
CVB	Cash Value Benefits
DFDD	Detailed Functional Design Document
DOB	Date of Birth
DTSD	Detailed Technical Specifications Document
EBA	Electronic Benefit Account
EBT	Electronic Benefits Transfer
ECR	Electronic Cash Register
EFT	Electronic Funds Transfer
EGC	Executive Governance Committee
eWIC	EBT for the delivery of WIC benefits
eWIC Services	eWIC services is used throughout this RFP and includes the system responsible for benefit transactions, account management, customer services, vendor enablement services, and data storage and management,
eWIC System	eWIC system is used throughout this RFP and refers to the system responsible for storing account information and benefits and processing transactions.
FAQ	Frequently Asked Questions
FEIN	Federal Employer Identification Number
FIS	Fidelity Information Services
FNS	Food and Nutrition Service
HIPAA	Health Insurance Portability and Accountability Act
ICD	Interface Control Document
ID	Identification

Term / Acronym	Definition
IDPH	Iowa Department of Public Health
IECR	Integrated Electronic Cash Register
IFPS	International Federation of Produce Standards
IIN	Issuer Identification Number
IRS	Internal Revenue Service
ISO	International Organization for Standardization
ITIL	IT Service Management detailed practices
IVR	Interactive Voice Response
IV&V	Independent Verification and Validation
MIS	Management Information System
MPSC	Mountain Plains States Consortium
MPUG	Mountain Plains User Group
MS	Microsoft Office Product
M&E	Maintenance and Enhancement
NACHA	National Automated Clearing House Association
NTE	Not-to-Exceed
NIST	National Institute of Standards and Technology
OIG	Office of Inspector General
OIS	Office of Information Security
OIT	Office of Information Technology
PAN	Primary Account Number
PCI-DSS	Payment Card Industry Data Security Standard
PCU	Purchasing and Contracts Unit
PII	Personally Identifying Information
PIN	Personal Identification Number
PLU	Price Look-Up
PMP	Project Management Professional
POS	Point-of-Sale
QA	Quality Assurance
QRG	Quick Reference Guide
RBAC	Role Based Access Control
RFP	Request for Proposals
SOC1	Service Organization Controls 1
SOC2	Service Organization Controls 2
S-SDLC	Secure System Development Lifecycle
TIG	Technical Implementation Guide
TPP	Third-Party Processors
TTY	Teletypewriter
UAT	User Acceptance Testing
UPC	Universal Product Codes
US	United States
USDA	United States Department of Agriculture
VAR	Value Added Reseller

Term / Acronym	Definition
VSS	Colorado Vendor Self Service
WCAG	Web Content Accessibility Guidelines
WIC	Supplemental Nutrition Program for Women, Infants and Children
WSEA	Western States EBT Alliance
WUMEI	WIC Universal MIS-EBT Interface

2.4. DETAILED DEFINITION OF WORK

This solicitation seeks to ensure that the resulting Contract supports the State’s needs and to achieve the best combination of quality, service, price, and any other key components outlined below. Note that any reference to “State Agency” refers to any of the three State Agencies involved in this procurement unless otherwise stated.

2.4.1. Business & Technical Requirements

All business technical requirements have been defined in the scope of work included in *Attachment 2: eWIC Function and Service Requirements*. The Offeror shall respond to the requirements provided in *Attachment 2: eWIC Function and Service Requirements*. The requirements have been provided in a table format with columns that provide the requirements and columns that shall be used for the Offeror’s response.

The following describes each column and how they are to be used in the response.

- Requirement Number: Specific number associated with each requirement
- Function/Service: Description of the service or function
- Required, Preferred, Optional: Identifies which functions/services are required, preferred, or optional.
 - Required functions/services are items that must be provided by all Offerors and are included in the cost per case month (CPCM).
 - Preferred functions/services are nice-to-have features that the State Agencies would like to have but are not required to be provided by the Offeror. These items are included in the CPCM.
 - Optional functions/services are items that the State Agencies may exercise during the contract period. Offerors must provide a response to all optional requirements and must be able to provide any of the optional functions/services. Costs for optional functions/services are priced separately and not included in the CPCM price.
- Offer Complies: Yes or No: Offerors shall provide a response to each requirement in this column.
 - Yes: Indicates that this function/service exists in their offering and they agree to provide it under this contract.
 - No: Indicates that the Offeror is unable to provide this function/service.
 - Any “No” response to a Required or Optional requirement may result in disqualification.
- Comments: Offerors shall provide any comments related to the requirement or their response. This is an optional field and does not need to be completed for each requirement. If a function or service does not currently exist in the offering, Offerors shall note in this field if the service or function will be developed and provided under this contract.

The Offeror shall provide a response and optional comment for each requirement in the document provided in *Attachment 2: eWIC Function and Service Requirements* to be included in the Offeror's proposal submission.

In addition, the Offeror shall provide a written response to the following specific service and system areas:

2.4.1.1. System Development and Maintenance

Describe the following:

- The Offeror's approach to system development and maintenance
- The Offeror's approach to collaborating with the MIS Maintenance and Enhancements (M&E) Contactor in interface development or modifications

2.4.1.2. System Testing

Describe the following:

- The Offeror's approach to testing system changes
- The Offeror's approach to collaborating with state testers for user acceptance testing
- The Offeror's approach to performance testing
- The Offeror's approach to failover testing

2.4.1.3. Managing Environments

Describe the following:

- The Offeror's approach to managing multiple environments (production, test, training, etc.)
- The Offeror's approach to refreshing and maintaining data in test and training environments

2.4.1.4. System Up-Time and Reliability

Provide down-time statistics for the eWIC host processing system for the last three (3) years

- Total number of outages for each year
- Percentage of down-time for each year
- Average down-time per outage

Describe the following:

- The Offeror's failover processes
- How the Offeror's eWIC host system is designed to avoid system down-time
- How the Offeror manages downstream outages (Third Party Processors (TPPs), Networks, etc.)
- Mitigation strategies used to avoid down-time
- Procedures for communicating with the State Agency and vendors when outages occur

2.4.1.5. Vendor Management

Describe the following

- The Offeror's approach to vendor assistance and customer service
- The stand-beside point of sale (POS) device and features
- The Offeror's approach to management and support of stand-beside devices
- How communications are managed between the State Agency, WIC vendors and the Offeror
- The Offeror's approach to managing and conducting Retailer Certification's with the State Agency, vendor, and TPP
- The Offeror's approach to handling systems that were certified by another eWIC Services Provider

- The Offeror's approach to APL management (monitoring how often vendors are downloading the APL)

2.4.1.6. Settlement and Reconciliation Processes

Describe the following:

- The Offeror's approach to daily settlement and reconciliation
- The Offeror's approach to managing and tracking retailer, Third Party Processor(TPP), eWIC Service Provider, and State Agency initiated account adjustments

2.4.1.7. Cardholder Mobile Application

Describe the following:

- The Offeror's approach to both Option 1 and Option 2 for supporting a Cardholder Mobile Application as outlined in the Business and Technical Requirements Table

2.4.1.8. Contract Transition/System Conversion

Describe the following:

- Offeror's approach to completing contract transition/system conversion prior to the current eWIC Service Provider contract end date. The maximum timeframe has been estimated to be six (6) months from contract execution to contract transition/system conversion.
- How the Offeror will ensure a smooth transition with minimal disruptions to WIC authorized vendors to include the approach for deploying stand-beside point-of-sale (POS) terminals
- How the Offeror will ensure a smooth transition with minimal disruptions to WIC stakeholders to include approaches to card replacement and a seamless transition of customer service operations (IVR, portals, and live agents)

2.4.1.9. Project/ Account Management

Offeror shall provide an overview of the project management approach and methodologies proposed for this project including:

- The Proposal shall describe the method and frequency of communication between the eWIC Service Provider's Project/Account Manager and the State Agency for status updates, potential or actual problems, key milestones, and dependent task activities.
- The Proposal shall include a description of the management structure ensuring adequate oversight and executive direction for the Project/Account Manager. In this regard, the Responder shall identify the corporate officer(s) to be contacted should major problems arise during the performance of the Contract.

2.4.1.10. Proposed Hardware

The Offeror shall provide the make, model, and any additional narrative that may be relevant for all hardware proposed. If at any time during the contract the Offeror expects to change the hardware provided to the State Agencies, the State Agencies must receive at least 90 days notice.

- Single function Stand-beside device
- Multi-function Stand-beside device
- Wireless stand-beside device
- PIN select device
- Mag stripe card reader

2.4.1.11. Disaster Recovery Support

The Offeror shall provide a high level description of their disaster recovery support and services.

2.4.2. Security Requirements

Offeror must detail how the Proposal complies with security requirements for each State Agency in the following subsections. Offeror must be prepared to provide evidence in connection with any aspect of this answer upon request by the State. Any exceptions the security requirements should be identified it with an explanation of how Offeror's are compensating for not meeting the policy.

If the Offeror's proposed solution requires any data to be stored off-site (including data 'in the cloud') describe how the data is stored in federally compliant data centers residing within the continental United States of America and follows HIPAA standards.

2.4.2.1. Colorado Requirements

The Proposal shall clearly state, with no exception, agreement to comply with, and to ensure personnel doing work for the State under any contract resulting from this RFP shall comply with, the State of Colorado Information Security Policies (CISP) promulgated by the Colorado Chief Information Security Officer and available at <http://oit.state.co.us/ois/policies>. The Proposal shall clearly state that the Proposal shall be in compliance with the current OIT Technology Standards promulgated by the OIT Chief Technology Officer and available at <http://www.oit.state.co.us/cto/ea/standards>. The Proposal shall clearly state agreement to complete the assigned vendor portions of the System Security Plan as directed by the Office of Information Security and as reflected in *Attachment 4 - System Security Plan Template*.

- a. To the extent applicable to the Proposal, Offeror agrees that the Price Proposal includes all costs and expenses for the security requirements stated below. Any additional costs to add security controls or to verify the security controls described below will be the obligation of the Awarded Offeror, and any addition or change to the Price Proposal will be disallowed.
- b. For each category of security control listed below, describe how the Proposal will comply, or briefly explain why the control would be inapplicable.
 - i. Role-based access control (RBAC) for any logical interactive access to applications and/or supporting systems (e.g., user-interface, maintenance);
 - ii. Auditable logs/trails for successful and attempted access to the application/system, administrative actions such as add/delete/modify user permissions, and/or other auditable events;
 - iii. Business continuity and disaster recovery planning, including defined recovery time and recovery point objectives;
 - iv. Third-party certification or audit results that fully covers the scope of the work included in the Proposal, such as a SOC 2 Type II report, FISMA compliance certification, or similar information security assurance certification, or agreement to allow the performance of security audit and penetration tests as requested by OIS or its designee;
 - v. Documentation of an industry-standard secure system development lifecycle (S-SDLC), including written policies and procedures, documented results of vulnerability scans and/or penetration testing, evidence of and/or plans for remediation of known vulnerabilities, etc.;
 - vi. Infrastructure hardening consistent with all standards published on CISecurity.org, or similar;

- vii. Any additional policy, procedure, practice, or evidence not described above related to compliance with the Colorado Information Security Policies or the NIST Cybersecurity Framework on which the CISPs are based?
- c. Will the solution(s) described in the Proposal require any exceptions from compliance with the CISPs or other information security controls described above?

2.4.2.2. Iowa Security Requirements

Please find the information for Iowa security requirement as the following link - <https://ocio.iowa.gov/standards>

2.4.2.3. Nebraska Security Requirements

Please find the information for Nebraska security requirement as the following links - <https://nitc.nebraska.gov/standards/index.html> and <http://dhhs.ne.gov/ITsecurity>

2.4.3. Accessibility

The Proposal shall clearly state agreement to comply with Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and with the most current version of the Web Content Accessibility Guidelines (WCAG) available at <https://www.w3.org/TR/WCAG21/>. To the extent applicable to the Proposal, Offeror agrees that the Price Proposal includes all costs and expenses associated with compliance with these accessibility requirements. Any additional costs to add accessibility features will be the obligation of the Awarded Offeror, and any addition or change to the Price Proposal will be disallowed.

Describe how the Proposal will comply with these accessibility requirements, or briefly explain why any requirement would be inapplicable. Will the solution(s) described in the Proposal require any exceptions from compliance with these requirements?

2.4.4. Key Personnel

The eWIC Service Provider shall have the appropriate number and mix of project staff both on and off site at all times during the project to ensure the successful contract transition, system conversion, and operation of the State Agency's eWIC system. The State Agencies recognize that it is not necessary to maintain onsite eWIC Service Provider staff for the duration of the project, but expects that key eWIC Service Provider staff, as determined necessary, shall attend onsite meetings and support onsite activities during the project, particularly during critical points in the project such as project initiation and conversion testing.

Offerors shall propose key staff members who shall fulfill the following roles for each State Agency.

2.4.4.1. Project/Account Manager

The eWIC Service Provider shall provide a project team specific to each State Agency, to be headed by a Project/Account Manager who shall be the primary point of contact with the State Agency for all project activities and shall be responsible for carrying out the tasks in this RFP. The eWIC Service Provider Project/Account Manager shall be subject to State Agency approval. The Project/Account Manager must meet the following qualifications:

- Required: A minimum of five (5) years of project management/account management experience.
- Required: Must be able to demonstrate that they have provided project management/account management for at least one previous eWIC implementation within the last 5 years.

The following shall also be required of the Project/Account Manager:

- The eWIC Service Provider Project/Account Manager shall start work on the State Agency's project no later than 15 days after the effective date of the contract between the eWIC Service Provider and the State Agency.
- The eWIC Service Provider Project/Account Manager must maintain regular contact through required status reports (weekly during transition and monthly in operations) and requested calls with the State's designated staff members. The eWIC Service Provider Project/Account Manager is subject to State Agency approval.
- During the contract, the State Agency may request the replacement of the eWIC Service Provider Project/Account Manager for any legitimate performance reason and the proposed replacement shall be subject to State Agency approval. Staff replacement occurring at the State Agency's request shall be performed within thirty (30) calendar days of receipt of the request.

2.4.4.2. Vendor Enablement Manager

The eWIC Service Provider shall propose a Vendor Enablement Manager who shall be responsible for ensuring that WIC vendors are prepared for system conversion and shall be the primary point of contact for the State Agencies regarding vendor enablement and ongoing vendor management activities including certification of integrated retailers. The Vendor Enablement Manager must meet the following requirements:

- Required: Individuals proposed for this position must have at least three (3) years of experience in WIC vendor management, eWIC vendor enablement management of at least one previous project, and experience facilitating integrated vendor certifications.
- Preferred: Experience providing onsite support to vendors during rollout, and experience supporting POS equipment deployment and training

2.4.4.3. Technical System Lead

The eWIC Service Provider shall propose a Technical System Lead. The Technical System Lead shall be the primary contact for the State Agency and their MIS operations and maintenance contractor for the eWIC system, interfaces, and communications with the eWIC system. This staff person shall coordinate and/or liaison with the eWIC Service Provider technical staff to support the project and the State Agency. The Technical System Lead must meet the following requirements:

- Required: A technical background, such as a developer, and should have credentials such as ITIL and/or advanced computer engineering or programming degrees.
- Required: Three (3) years of experience as a technical team member or lead in the operation of eWIC or EBT systems.

2.4.5. Staffing Approach

In addition to the key staff, Offerors shall demonstrate in their proposals that they shall provide a team with the skills and abilities to provide the requested eWIC services, and perform timely and successful activities related to system conversion and operations of a eWIC system.

Offerors shall include narrative descriptions of the qualifications of all proposed staff, including subcontractors, and any positions to be hired upon contract award. The qualifications of the Offeror and subcontractor staff must be described separately, ensuring the State Agencies understand each individual's qualifications and skills.

2.4.5.1. Organization Chart

Offerors shall include an organizational chart that indicates the names and titles of project team personnel, including any proposed subcontractors. One organizational chart for the entire project team is acceptable. The response shall include a discussion of the following:

- Proposed lines of authority, including the name of the corporate officer(s) to be contacted should major problems arise during the performance of the contract;
- How the Offeror's project management team shall be involved in the administration of the project and services;
- How the Offeror's project management team shall coordinate internal and subcontractor activities with State Agency eWIC activities; and
- How the Offeror's project management team shall establish and manage a formal communications protocol with internal staff, subcontractors, and the State Agency.

2.4.5.2. Staff Résumés

Offerors shall include complete résumés, included as an appendix, for all proposed staff, including proposed subcontractors. Résumés must include a professional summary and all relevant education, training certifications, skills and project experience, including the dates of the work performed. Résumés and other information about proposed project personnel should not contain personal telephone numbers, home addresses or home email addresses of the individuals. If it is necessary to include personal contact information, please clearly indicate in the proposal that personal contact information is being provided.

2.4.5.3. Personnel Changes

The Offeror shall acknowledge that any changes by the successful Offeror to the proposed project team personnel must be approved by the State Agency impacted and require advance notice. Substituted staff must be approved by the State Agency impacted, have comparable experience to proposed staff, and must provide résumés.

2.4.6. Corporate References and Experience

2.4.6.1. Corporate Overview

Offerors shall submit a corporate overview that includes the following information

- The date the firm was established, and the ownership model.
- A current organizational chart and the firm's mission.
- A list of current eWIC and EBT contracts, and/or recent similar or relevant projects, including the client's name, period of performance, contract amount and description of the services provided.

- A list and schedule of active and pending eWIC and EBT implementations, conversions and de-conversions, including names of proposed project staff already assigned to the active and pending projects.
- A detailed description of all relevant financial system development, implementation, and operating experiences within the last five (5) years that demonstrate the Offeror's ability to satisfy the requirements of this RFP.
- Documentation of prior and current litigation and/or formal administrative protests or actions such as notices of default, unsatisfactory performance, etc. involving state or Federal government and private companies related to the quality or performance of eWIC, EBT, electronic fund transfers (EFT) or related services for any local, county, State, or Federal government agency, public or private association, or private organization.

2.4.6.2. Corporate Qualifications

The Offeror's experience, combined with that of any subcontractor(s), shall demonstrate the capability to meet or exceed the requirements of this RFP. Therefore, the Offeror's proposal shall highlight its corporate capabilities, organizational structure, financial stability, and previous experience related to the requirements of this RFP. All goods and services supplied by the eWIC Service Provider for this contract shall be produced and provided within the United States. The Offeror and subcontractor qualifications should be described separately, ensuring the State Agencies understand which qualifications, project descriptions, and references belong to each organization.

The following provides required and preferred experience for the eWIC Service Provider:

- **Minimum Required Experience:** Previous experience providing eWIC or EBT transaction processing services that are similar to the current operations in the State of Colorado, Iowa, and Nebraska or another online eWIC State Agency that is fully implemented.
- **Preferred Experience:** Previous experience providing eWIC services to other State agencies including:
 - Implementation and operation of an eWIC system
 - Conversion and operation of an eWIC system
 - Development, deployment and maintenance of POS equipment
 - eWIC settlement and reconciliation
 - Vendor enablement management and support

To be a viable eWIC Service Provider, Offerors must demonstrate, in their proposals, that they have the skills, abilities, and project management expertise to provide the requested eWIC services and perform on time, successful development, testing, pilot, rollout and operations of a eWIC system.

2.4.6.3. Corporate Experience Matrix

Offerors shall provide a matrix that depicts the projects on which tasks similar to those outlined in the RFP have been performed.

2.4.6.4. Corporate Financial Stability and Service Organization Controls

Offerors shall provide proof of financial resource and stability, as evidence of the Offeror's capability to provide timely and uninterrupted services. The selection committee must be convinced of the stability of the Offeror, as

well as any subcontractor that may be utilized. The successful Offeror must supply a statement of corporate financial resources. Additional proof documents could include, but are not limited to:

- Corporate annual reports
- Financial statements
- Recent SOC1 report
- A recent SOC2 Type II audit including, at a minimum, the Trust Principles of Security, Confidentiality, and Availability, or an alternative audit acceptable to OIS

Prior to contract award the highest scoring Offeror, if requested by the State Agencies, the Offeror must furnish additional information regarding its financial resources and organization within five (5) working days. The successful Offeror must furnish all such information for this purpose as requested. The State Agencies reserve the right to reject the proposal where the available data do not satisfy that the successful Offeror is qualified to carry out the terms and conditions and all other requirements of this RFP.

2.4.6.5. Corporate References

The State reserves the right to use Colorado State Agencies and other state governments as references. Offerors shall provide three (3) corporate references from similar projects during the last five (5) years, including a description of the services provided to demonstrate their previous experience in this area of work.

For each reference, the following format shall be used:

Project Name	
Client Organization	
Project Description	
Names of any Supporting Project Staff also being bid to support CO, IA, and NE	
Period of Performance	
Original Contract Value	
Current Contract Value	
Explanation of Change in Contract Value (if applicable)	
Reference Contact	
Contact Title	
Contact Email Address	
Contact Phone Number	

2.4.6.6. Subcontractors

Offerors may subcontract the required services with other entities or third parties. For purposes of this RFP, a subcontractor is defined as any entity under contract to the Offeror providing a service specifically defined and required within this RFP, including, without limitation, eWIC card production, stand-beside POS terminal driving,

or eWIC transaction switching. The accurate assignment of responsibility is of prime concern to the State Agencies. The qualifications of the Offeror and subcontractor staff must be described clearly, ensuring the State Agencies understand which qualifications and skills belong to each proposed team member. Proposed subcontractors shall be clearly identified as such, and the Offeror must clearly explain the division of duties between subcontractor and Offeror.

Subcontractors are subject to the same staff and corporate qualification requirements as the Offeror. Any changes in subcontractors after the execution of the new contract shall first require written notification and prior approval by the impacted State Agency (ies). The technical proposal must clearly indicate the planned use of subcontractors, including which functions the subcontractor will perform, and/or the type of service or goods to be provided. For purposes of this RFP, subcontracting does not include equipment or facilities which are leased and under exclusive control of the successful Offeror.

The proposal must include:

- A signed copy of the agreement (e.g., intent to partner or other document between the Offeror and the subcontractor to perform under the contract resulting from this RFP) must be included with the proposal.
- The planned use and general responsibilities of all subcontractors must be clearly explained in the proposal, including type of service or goods to be provided. Similar information as required of the Offeror must also be provided for all subcontractors.

For purposes of this RFP, subcontracting does not include equipment or facilities which are leased and under exclusive control of the successful Offeror. If the successful Offeror becomes the Contractor, then the successful Offeror must obtain the impacted State Agency (ies) prior written approval for any subcontractors added or changed after the Offeror's proposal was submitted.

The State reserves the right to use Colorado State Agencies and other state governments as references.

Any Offeror who proposes to contract with any third-party entity or individual to provide the goods or services described in the Proposal shall agree to be the Prime Contractor with the State and to subcontract with any such third party. The Proposal shall identify any known third party that will perform as a subcontractor. The State will only enter a contract with the Prime Contractor. The State will require that the Prime Contractor ensure subcontractor compliance with the terms of the RFP and any resulting contract. The Prime Contractor shall direct the work and deliverables of any subcontractor and shall coordinate any subcontractor activities. Any contract between the Prime Contractor and any subcontractor shall comply with all applicable Federal and state laws and shall provide that such subcontract be governed by the laws of the respective State (Colorado, Iowa or Nebraska) , and that venue for any disputes in that respective State shall be as follows:

- State of Colorado: City and County of Denver, Colorado
- State of Iowa: City of Des Moines, Polk County, Iowa
- State of Nebraska: City of Lincoln, Lancaster County, Nebraska

2.5. PRICE PROPOSAL

The Offeror shall submit its Price Proposal with the required data in the same format described in *Attachment 3: Price Schedules for Entry Submission and Attachment 3a: Pricing Schedules*. The Price Schedules must be

completed in their entirety in the provided Excel spreadsheet. If needed, the Offeror may include a narrative to explain their pricing approach or components.

Attachment 3 Price Schedules for Entry Submission, (see attachment 3a Price schedule).

Offeror must describe the market resources, methodology, and technology used to determine the proposed costs. ONLY ATTACHMENT 3 and 3a WILL BE CONSIDERED TO CONTAIN THE PRICE TERMS OF OFFEROR'S PROPOSAL.

2.6. EXECUTIVE GOVERNANCE COMMITTEE (EGC)

The Awarded Offeror shall be required to comply with the State's Executive Governance Committee (EGC) project gating methodology and plan for all EGC gating items to be included as part of the overall project plan. As part of the EGC gating process, the Awarded Offeror shall be required to cooperate with a third-party Independent Verification & Validation (IV&V) vendor engaged by the State to provide IV&V services related to the project. More information can be found in the Project Lifecycle Methodology & Governance policy, available at <http://www.oit.state.co.us/about/policies>.

SECTION 3. RESPONSE FORMAT

3.1. SIGNED REQUEST FOR PROPOSALS (RFP) SIGNATURE PAGE.

Offeror must submit a signed Request for Proposal Signature Page to be considered for this award. The State may, at the State's sole discretion, accept an alternative signed document by a person legally authorized to bind the Offeror to the Proposal. If an alternative to the Signature Page is accepted, the Offeror shall submit a signed Request for Proposal Signature Page within one business day of notice of such acceptance.

3.2. PROPOSAL SUBMISSION

Proposals must be received on or before the Proposal Submission Deadline as indicated on VSS and on the Schedule of Activities in this RFP. **Late proposals will not be accepted.** It is the responsibility of the Offeror to ensure that its Proposal is received by the OIT Procurement and Vendor Services Office on or before the Proposal Submission Deadline. Offerors mailing their proposals shall allow sufficient mail delivery time to ensure receipt of their proposals by the Deadline. All proposals submitted must be delivered sealed within a package, envelope, box, or other container.

Proposals must be submitted in a sealed package with an appropriate label affixed. The label must show the following information:

Offeror's Name
RFP-No.
Proposal Due Date and Time

Offeror must separate its Price Proposal from the other elements of the Proposal.

A Request for Proposals Signature Page has been provided. The Proposal must be signed in ink, preferably blue ink, by an officer of the Offeror who is legally authorized to bind the Offeror to the Proposal. Proposals that are determined to be at a variance with this requirement may not be accepted.

3.3. REQUIRED COPIES

Offerors are required to submit one (1) original signature page and the required number of paper copies as stated on the Request for Proposal Signature Page.

3.4. CONTENT QUALITY

Do not include extensive artwork, unusual printing or binding, or other materials that do not enhance the utility or clarity of the Proposal. General statements without supporting documentation are not encouraged. All submitted documents should be printed double-sided on recycled paper, and in a format that is easy to copy or scan, e.g. without attached binding material, clips, etc. Paper should be light colored, preferably white, and dark backgrounds should not be used. If system screenshots or other images are included, images should be of sufficient quality to ensure readability of all elements displayed.

3.5. PROPOSAL ORGANIZATION

Proposals shall be organized and sections labeled as follows. For sections 5 – 9, please respond in the order of the noted requirements sections and include a reference to the RFP section number in the response. The State reserves

the right to consider any required information as non-responsive if each response in the Proposal is not clearly labeled with the appropriate section number of the RFP.

Section 1: Transmittal Letter

Section 2: Attachment 1 Request for Proposals Signature Page

Section 3: Executive Summary, limited to five (5) pages maximum addressing the following

- a. Offeror's understanding of the project
- b. High level methodology
- c. Relevant background and experience

Section 4: Completed *Attachment 2 eWIC Function and Service Requirements Table*

Section 5: Business and Technical Requirement Written Responses: Address *Sections 2.4.1.1 through 2.4.1.11*

Section 6: Security: Respond to the requirements identified in *Section 2.4.2: Security Requirements*

Completed Attachment 4, System Security Plan Template

Section 7: Accessibility: Respond to the requirements identified in *Section 2.4.3: Accessibility*

Section 8: Key Personnel and Staffing: Respond to the requirements identified in *Section 2.4.4: Key Personnel and Section 2.4.5: Staffing Approach*

Section 9: Corporate References and Experience: Respond to the requirements identified in *Section 2.4.6: References and Experience*

3.6. EXCEPTIONS TO THE RFP OR THE MODEL CONTRACT LANGUAGE

Any exception or objection to the requirements of this RFP must be clearly stated within the Proposal by reference to the corresponding section of the RFP. Failure of a Proposal to comply with all requirements of this RFP may be grounds for denying an award to the Offeror.

The Proposal shall include a list of any proposed changes to the Model Contract language or a statement confirming that no changes are being proposed. Proposed changes to the Model Contract must be presented as proposed alternative or substitute language that would be acceptable to the Offeror. Any objection to Model Contract language presented without an alternative shall be deemed a rejection of that language, and may be grounds for denying an award to the Offeror.

SECTION 4. PROPOSAL EVALUATION

An Evaluation Committee will judge the merit of Proposals received in accordance with the criteria outlined in this section. OIT will undertake an intensive, thorough, complete, and fair evaluation process. All Offerors shall be afforded fair and equal treatment throughout the evaluation process. The sole objective of the Evaluation Committee will be to evaluate and compare the Proposals so that the Committee can recommend for award the Proposal determined to be most advantageous to the State of Colorado, State of Iowa, and State of Nebraska.

4.1. BASIS FOR AWARD

The requirements stated within this RFP represent the minimum performance requirements necessary for response as well as desired elements of performance. All Proposals must meet the mandatory minimum requirements established by this RFP to be eligible for award.

For proposals that are considered susceptible to award, evaluation will be based on the following items, listed in order of importance:

- Price
- Written responses to specified requirements
- Response to Attachment 2: eWIC Function and Service Requirements
- Key Personnel and Staffing
- Corporate References and Experience
- Security
- Accessibility

Supplementary information that may be requested by the Evaluation Committee, such as clarifications, presentations, or the non-cost aspects of “Best and Final” offers, may be incorporated into the Committee’s evaluation of the factors stated above, or may be evaluated and considered as separate evaluation factors. If considered separately, any supplementary information will be considered by application of the same evaluation factors stated above.

4.2. EVALUATION PROCESS

The information in this subsection is intended to provide Offeror’s with a general outline of the evaluation process. The process described herein is a description of a typical process that the State may use to evaluate Proposals submitted in response this RFP. The State reserves the right to modify or adapt the procedures described herein to the extent permitted by law and by the Colorado Procurement Code. To the extent permitted by law, no party shall be aggrieved by any deviation from the process described herein.

At any point during the evaluation process, the Evaluation Committee may, within its reasonable discretion, determine that any Proposal is not susceptible of award under this RFP. Such a determination may be based on a Proposal’s failure to meet any mandatory or otherwise material requirement of this RFP. To the extent permitted by law, no party shall be aggrieved by any decision of the Evaluation Committee to remove a Proposal from consideration on the basis of any reasonable perception of the Proposal’s insufficiency to meet the requirements of this RFP or to be in the best interest of the State.

4.2.1. Evaluation Based On Initial Proposals

Each Evaluation Committee member will independently evaluate the merits of Proposals received in accordance with the evaluation factors stated within this RFP, followed by discussion of the entire Evaluation Committee. The State reserves the right to make an award(s) on receipt of initial Proposals, so Offerors are encouraged to submit their most favorable Proposal at the time established for receipt of Proposals.

4.2.2. Clarifications/Discussions

The OIT Purchasing Agent may conduct discussions with Offerors for the purpose of promoting understanding of OIT's requirements and the Offeror's Proposal, clarifying requirements, and making adjustments in services to be performed and in prices and or rates. Offerors engaged in such discussions may be sent a list of questions and will be given a specified number of days in which to formulate and submit written responses to the questions and provide any related revisions to their initial Proposals. The nature of the questions will generally be for the purpose of clarification and related revisions to Proposals are generally permitted in response. Such revisions will be at the option of the Offeror, but will be limited to the guidelines set forth in OIT's requested clarifications. No major changes will be permitted, nor will OIT accept any additional written materials not relevant to the questions/clarifications requested. Clarifications/discussions may be limited to Offerors within the Competitive Range.

4.2.3. Presentations/Demonstrations

At the conclusion of the evaluation of responses, the Evaluation Committee may request the Offeror to provide a webinar demonstration and/or presentation. The Offeror shall provide the webinar platform with access information provided in advance of the event. The webinar may include demonstration of specific functions, screens, queries, and reporting within the system. Specific real-life scenarios may also be requested by the evaluation committee to be demonstrated. Questions may be provided in advance of the webinar and Evaluation Committee members may ask questions during the webinar. If it is decided by the Evaluation Committee to hold oral presentations/interviews, only those Offerors ranked the highest after the initial proposal review will be invited. Offerors will be notified via email to schedule interviews.

4.2.4. Best and Final Offers (BAFO)

Adjustments may also be allowed in conjunction with clarifications, discussions, presentations, and/or demonstrations, but only to the extent such revisions are consistent within the Proposal requirements. These revisions will be considered as Best and Final offers. Such adjustments must be submitted in writing.

4.2.5. Final Evaluations

If the Evaluation Committee did not make a recommendation based on initial proposals, the Committee will re-evaluate all Proposals considered susceptible of award together with any supplementary information gained from clarifications, presentations, or BAFOs. Final evaluation may be completed independently by each Committee member, or may be completed through a collaborative discussion of the Committee. The goal of Final Evaluation shall be to arrive at a recommendation. The Committee's approval of a Decision Memo, as further described below, shall be the documentation of the result of the Committee's final evaluations.

4.2.6. Award Recommendations

Upon completion of the evaluation process, the Evaluation Committee will formulate a recommendation as to any Proposal that is determined to be most advantageous to the State within available resources. The Committee will draft and agree to a Decision Memo, explaining the Committee's evaluation of the proposals submitted and the

basis for its recommendation. The Decision Memo will be forwarded to the CDPHE Procurement and Contracts Director for review and approval.

4.3. NOTICE OF INTENT TO AWARD

If the recommendation in the Decision Memo is approved by the CDPHE Procurement and Contracts Director, a Notice of Intent to Award will be published on Colorado VSS. Upon posting of the Notice, all non-confidential and non-withdrawn documents submitted by all Offerors in connection with this RFP shall become public records and will be available for public inspection upon request. Any Awarded Offeror may be contacted by Colorado, Iowa or Nebraska, to complete post-award requirements.