

State of Nevada
Department of Administration

Purchasing Division

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Request for Proposal: 3149

For

NEVADA WIC MIS SYSTEM TRANSFER AND IMPLEMENTATION

Release Date: August 7, 2015

Deadline for Submission and Opening Date and Time: November 13, 2015 @ 2:00 PM

Refer to Section 10, RFP Timeline for the complete RFP schedule

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Refer to Section 12 for instructions on submitting proposals

CONTRACTOR INFORMATION SHEET FOR RFP 3149

Contractor Must:

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
- B) Type or print responses; and
- C) Include this Contractor Information Sheet in Tab III of the Technical Proposal.

V1	Company Name	
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V2	Street Address	
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V3	City, State, ZIP	
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V4	Telephone Number	
	Area Code:	Number:

V5	Facsimile Number	
	Area Code:	Number:

V6	Toll Free Number	
	Area Code:	Number:

V7	<i>Contact Person for Questions / Contract Negotiations, including address if different than above</i>	
	Name:	
	Title:	
	Address:	
	Email Address:	

V8	Telephone Number for Contact Person	
	Area Code:	Number:

V9	Facsimile Number for Contact Person	
	Area Code:	Number:

V10	<i>Name of Individual Authorized to Bind the Organization</i>	
	Name:	Title:

V11	<i>Signature (Individual must be legally authorized to bind the contractor per NRS 333.337)</i>	
	Signature:	Date:

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A Request for Proposal (RFP) process is different from an Invitation to Bid. The State expects contractors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Contractors' technical exceptions and/or assumptions should be clearly stated in Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP. Contractors' cost exceptions and/or assumptions should be clearly stated in Attachment L, Cost Proposal Certification of Compliance with Terms and Conditions of RFP. Exceptions and/or assumptions will be considered during the evaluation process; however, contractors must be specific. Nonspecific exceptions or assumptions may not be considered. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State per NRS 333.350(1).

Prospective contractors are advised to review Nevada's ethical standards requirements, including but not limited to, NRS 281A and the Governor's Proclamation, which can be found on the Purchasing Division's website (<http://purchasing.state.nv.us>).

1. PROJECT OVERVIEW

The State of Nevada Purchasing Division, on behalf of the Nevada Department of Health and Human Services, Division of Public and Behavioral Health, WIC Program, is seeking proposals from qualified contractors to provide implementation of the Mountain Plains State Consortium (MPSC) WIC system. The MPSC WIC system will be a replacement for Nevada's existing WIC Program operating certification system. It is the desire of the Nevada WIC Consortium to contract with a highly qualified and experienced contractor, who will transfer and implement the MPSC WIC SAM operating system to the Nevada State and ITCN WIC Programs. The resulting contract will be administered by the Nevada Department of Health and Human Services, Division of Public and Behavioral Health, Nevada State WIC Program.

The Nevada State WIC Program and the Inter-Tribal Council of Nevada (ITCN) Women, Infants, and Children Program have joined together to form the Nevada WIC Consortium ("Consortium") for the purpose of completing the project planning, the procurement of an Implementation Contractor to provide the transfer activities, and the final implementation of the MPSC system.

The awarded contractor will transfer the MPSC system "as is" with no system modifications. The awarded contractor will also be responsible for the system testing of the MPSC system in the Nevada environment; training for Consortium staff/system end users; implementation of an executable instance of the MPSC system into all WIC clinics across the state; and training and system operation assistance for the administrative office for the State Program in Carson City and the ITCN administrative office in Sparks. The awarded contractor will also assist the Nevada WIC Consortium with hardware, network, and database setup; data mapping and conversion; and EBT system interface.

The awarded contractor will be expected to provide Help Desk services for the first year of operations and provide training to the Consortium staff for transition of Help Desk services after the first year.

The awarded contractor will also be expected to provide system hosting assistance by either operating the hosting services or assisting the State IT staff to setup and operate the hosting services. The RFP proposal will require the potential contractor to propose system hosting to be performed by the awarded contractor or by the State IT Department, with the assistance of training and establishment assistance to be completed by the awarded contractor. The cost proposal asks for costs proposed for system hosting

charges, with either the awarded contractor or the state providing the system hosting. The determination of the most advantageous version of hosting services will be made based on the Consortium staff's evaluation of proposal solutions received and possible presentations by contractors to demonstrate the advantages of each option. The Consortium will also make the determination if and for what length of time the awarded contractor will be contracted to complete the system hosting tasks required. If the hosting of the system is to be completed by State staff, it will take place onsite in Carson City; if it is to be completed by the awarded contractor, hosting will occur at a location of their choice.

The Contract is anticipated to be effective from April 15, 2016, subject to the WIC Consortium Executive Steering Committee and the Nevada Board of Examiners (BOE) approval, to April 14, 2018, with two (2) optional renewal period of one (1) year each. The original period of the Contract timeframe includes system planning, training, testing, implementation, and one (1) year of operations and warranty. Contract extensions shall be for system operation assistance and be by mutual agreement and by written amendment to the Contract. Any contract extension will be contingent upon a re-examination of the payment methodology. Prior to expiration of the original contract period, or any renewal period thereafter, the Nevada WIC Consortium reserves the sole right not to exercise the option to renew for any or all of the renewal periods.

PROJECT MILESTONES

The following table lists the major milestones planned for the transfer and implementation of the MPSC system to the Nevada WIC Consortium. At the conclusion of each milestone, the Nevada WIC Consortium Executive Steering Committee and The Western Region FNS office staff will make the decision of whether to continue to the next milestone.

Project Milestones
IAPD Approved by FNS
Funding received
Implementation Contractor selected
Approval of the Implementation Contractor's System Transfer Project Plan
Successful completion of revisions to Nevada WIC Programs' business rules to address the MPSC system functionality
Successful Functional Demonstration of the MPSC system working with the Nevada WIC EBT system in the Nevada environment
FNS Approval of the project's System Testing Plan
Successful completion of the UAT and the system is deemed ready for pilot
Successful completion of the Pilot and the system is deemed ready for statewide rollout
Data conversion tests shows accurate statewide data conversion
Staff training successfully completed

1.1 GOALS AND OBJECTIVES

The primary business goal of this project is to provide a system to continue and improve upon operations of the Nevada WIC Program. The purpose of the WIC Program is to offer health screening, certification into the program, and provision of food benefits to eligible

women, infants, and children. In order for the local WIC clinic staff to complete these tasks efficiently and according to USDA regulations, a modern, state-of-the-art WIC information system is necessary. Excessive time requirements on the part of all WIC staff, and possible staff errors due to the lack of system edits, allow for potential participant and vendor non-compliance or fraud. Also, accurate and timely accountings of USDA grant amounts received and spent, as well as accurate caseload statistics, are necessary to maintain compliance with USDA WIC federal requirements. The functionality to produce accurate and timely reports without being labor-intensive is necessary. The business objectives of this new system implementation are as follows:

- 1.1.1 The replacement system must support all federal regulations, state standards, and policies.
- 1.1.2 The new system is expected to increase productivity and streamline business processes at the state administrative and local clinic levels through improved data handling and elimination of manual tasks.
- 1.1.3 The new system is expected to improve data accuracy by the use of edit checks and additional system calculations. The new system design will provide for report production with data drawn from the system and used to populate data fields in USDA required reports. This functionality will improve the accuracy of reporting and decrease the staff time required to produce such reports.
- 1.1.4 The new system is expected to improve IT services by implementing a system solution with a more standard technical architecture. The system will take full advantage of available IT architecture available.
- 1.1.5 The new system is expected to provide easier access to data that will assist both the state and local agencies in decision making. By requiring a centralized solution, the state administrative offices will have immediate access to data and will be able to ensure that all users are using the system in the version that supports current policies.
- 1.1.6 The new system is expected to have the ability to capture and report on data that is not available for reporting today. The replacement system will include functionality for a significant number of canned reports as well as ad hoc reporting capabilities.

1.2 EFFICIENCY

- 1.2.1 The Nevada WIC Consortium seeks to continue to provide the highest quality of care to its participants, and to complete all administrative tasks as effectively and efficiently as possible. The MPSC system was selected for the transfer because it has the functionality to allow for improved program efficiency and provide for successful completion of this goal. Also the new system to be transferred and implemented into Nevada WIC Programs clinics and administrative office will need to efficiently and effectively interface with the WIC EBT system in use for food delivery to the WIC participants.

2. ACRONYMS/DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

Acronym	Definition
<i>ANSI</i>	American National Standards Institute. The organization responsible for the standardization of technical terminology, specification, and units of measurement in the United States.
<i>APL</i>	Authorized Product List. This file, commonly called the APL, contains the UPC/PLU products that can be purchased. This file is made available to the vendor systems.
<i>Assumption</i>	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.
<i>Awarded Contractor</i>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
<i>BOE</i>	State of Nevada Board of Examiners
<i>BPR</i>	Business Process Re-Engineering
<i>Category</i>	A 2-digit code that identifies a WIC grouping of food.
<i>CBA</i>	Cost Benefit Analysis
<i>CFR</i>	Code of Federal Regulations
<i>Claim</i>	A collection of transactions submitted for payment in a single file by a vendor.
<i>Claim Error File</i>	This file is the result of processing a vendor's claim file. A Version 2 Claim Error File is created in response to a rejected processing of a Version 2 vendor claim file. It is not available in the Version 4 standard. The file indicates the reason for the rejection.
<i>Client/Server</i>	The client/server model typically defines the relationship between processes running on separate machines. The server process is a provider of services. The client is the consumer of the services. In essence, client/server provides a clean separation of function based on the idea of service.
<i>Confidential Information</i>	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer NRS 333.020(5) (b).
<i>Consortium</i>	The Nevada State WIC Program and the Inter-Tribal Counsel of Nevada

Acronym	Definition
	WIC Programs have joined together to form the Nevada WIC Consortium for the purpose of completing project planning, procurement of an Implementation Contractor, and the final implementation of the MPSC system.
<i>Contract Approval Date</i>	The date the State of Nevada Board of Examiners officially approves and accepts all contract language, terms and conditions as negotiated between the State and the successful contractor.
<i>Contract Award Date</i>	The date when contractors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.
<i>Contractor</i>	The company or organization that has an approved contract with the State of Nevada for services identified in this RFP. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance.
<i>COTS</i>	Commercial Off the Shelf. Ready-made software packages developed by commercial contractors and easily obtained.
<i>CRIS</i>	Card Reader Interface System. This is a portion of the EBT Host system implemented in the MPSC WIC system. CRIS consists of a set of APIs that are embedded in the code base of the MPSC WIC system. CRIS information is sent to the EBT Host system's database.
<i>Cross Reference</i>	A reference from one document/section to another document/section containing related material.
<i>Customer</i>	Department, Division or Agency of the State of Nevada.
<i>Data Dictionary</i>	A glossary of data elements explaining the content of, use of, location of, and other information pertaining to data elements used by a software system or systems. It documents data fields to facilitate access to the information contained within the fields.
<i>DBA</i>	Database Administrator
<i>Deliverables</i>	Project work products throughout the term of the project/contract that may or may not be tied to a payment.
<i>DFDD</i>	MPSC Detailed Functional Design Document
<i>DHHS</i>	Department of Health and Human Services
<i>Division/Agency</i>	The Division/Agency requesting services as identified in this RFP.

Acronym	Definition
<i>DSD</i>	Detailed System Design
<i>EBT</i>	Electronic Benefit Transfer. The means to provide WIC participant food benefits using the electronic transfer of benefit funds to individuals through the use of card technology and point-of-sale terminals.
<i>EBT Host</i>	Central Server managing EBT food benefit data – in Nevada, this server is maintained by the EBT Contractor.
<i>EDI</i>	Electronic Data Interchange is a standard format for exchanging business data. The standard is ANSI X12, developed by the Data Interchange Standards Association. ANSI X12 is either closely coordinated with or is being merged with an international standard, EDIFACT.
<i>EFT</i>	Electronic Funds Transfer – an electronic transfer of funds through a national automated clearinghouse directly to a designated account.
<i>EIN</i>	Employer Identification Number
<i>EITS</i>	Enterprise Information Technology Services Division
<i>Email</i>	Electronic mail
<i>ESC</i>	Executive Steering Committee
<i>ESD</i>	Executive Steering Committee – the committee for oversight of the transfer and implementation project.
<i>Evaluation Committee</i>	An independent committee comprised of a majority of state administrative managers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS 333.335.
<i>Exception</i>	A formal objection taken to any statement/requirement identified within the RFP.
<i>FNS</i>	Food and Nutrition Services, within USDA
<i>FReD</i>	Functional Requirements Document. For use with new WIC systems with electronic benefit delivery functionality.
<i>FTE</i>	Full Time Equivalent
<i>Functional Requirements</i>	A narrative and illustrative definition of business processes independent of any specific technology or architecture.
<i>Goods</i>	<i>The term “goods” as used in this RFP has the meaning ascribed to it in NRS</i>

Acronym	Definition
	<i>§104.2105(1) and includes, without limitation, “supplies”, “materials”, “equipment”, and “commodities”, as those terms are used in NRS Chapter 333.</i>
GUI	Graphical User Interface
Interoperability	The ability to exchange and use information (usually in a large heterogeneous network made up of several local area networks). Interoperable systems reflect the ability of software and hardware on multiple machines from multiple contractors to communicate.
ISO	International Organization for Standardization. A non-governmental organization established to promote the development of standardization and related activities through a federation of national standard bodies in over 100 countries.
ITCN WIC Program	Inter-Tribal Council of Nevada Women, Infants, and Children Program; partner in the Nevada WIC Program Consortium.
ITO	Indian Tribal Organization
JAD	Joint Application Development
Key Personnel	Contractor staff responsible for oversight of work during the life of the project and for deliverables.
LAN	Local Area Network
LCB	Legislative Counsel Bureau
LOI	Letter of Intent - notification of the State’s intent to award a contract to a contractor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
Mag Stripe Card	EBT card containing a magnetic strip to provide connection to the EBT host.
May	Indicates something that is recommended but not mandatory. If the contractor fails to provide recommended information, the State may, at its sole option, ask the contractor to provide the information or evaluate the proposal without the information.
MIS	Management Information System. The WIC MIS will provide WID participant certification and WIC Program administration.
MS	Microsoft
MPSC	Mountain Plains State Consortium. The WIC SAM system designed by and

Acronym	Definition
	implemented in the states of Colorado, Utah and Wyoming.
<i>MPSC System Maintenance Contractor</i>	Company under contract by the Mountain Plains MP User's Group to provide system enhancements, upgrades and maintenance to the code base of the MPSC system.
<i>MP User's Group</i>	Governing body of the MPSC system consisting of WIC Programs using or planning to use the system.
<i>Must</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>NAC</i>	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: www.leg.state.nv.us .
<i>NOA</i>	Notice of Award – formal notification of the State's decision to award a contract, pending Board of Examiners' approval of said contract, any non-confidential information becomes available upon written request.
<i>NRS</i>	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: www.leg.state.nv.us .
<i>Open Systems</i>	Computer systems that provide some combination of interoperability, portability and open software standards.
<i>Pacific Time (PT)</i>	Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Pacific Time.
<i>PAN</i>	Primary Account Number. A unique identifying number used to reference a card that contains benefits and is therefore a financial account. This is the number on the front of the EBT card.
<i>PC</i>	Personal computer
<i>PIN</i>	Personal Identification Number. A number chosen and reserved by a user to access EBT or EFT programs. A PIN is usually associated with card-based technology use. Once a card has been swiped at a point-of-sale, the user enters a PIN on the terminal in order to verify his/ her use.
<i>Production Environment</i>	A computer system, communications capability and applications software that facilitates ongoing business operations. New hardware/software is not introduced into a production environment until it is fully tested and accepted by the State.
<i>Proprietary Information</i>	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a).

Acronym	Definition
<i>POS Terminal</i>	Point-of-Sale Terminal. A device that has the capability to read and change information on a card to assist in or complete a retail transaction.
<i>Public Record</i>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]).
<i>RDBMS</i>	Relational Database Management System
<i>Reconciliation</i>	The back office process of reconciling important information between multiple sources. For example, bank reconciliation is a process that explains the difference between the bank balance shown in an organization's bank statement, as supplied by the bank, and the corresponding amount shown in the organization's own accounting records at a particular point in time. In EBT, dollars and food benefits may be reconciled.
<i>Redacted</i>	The process of removing confidential or proprietary information from a document prior to release of information to others.
<i>Redemption</i>	The process of expending issued food benefits. A vendor produces a claim for payment.
<i>RFP</i>	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection as defined in NRS 333.020(8).
<i>SAM</i>	State Agency Model of which the MPSC system is one of three developed by consortiums of states and funded for development and transfer by FNS.
<i>Scanner</i>	An electronic device, used at vendor locations, that converts optical information (e.g. a printed bar code or OCR symbol) into electrical signals for subsequent decoding and transmission to a computer. Originally used only for a laser scanner, the term is now used more generally for any optical code-reading device for all automatic identification technologies.
<i>Settlement</i>	The process of processing vendor claims for redeemed benefits. The process includes verify conditions to determine payment as well as the transfer of funds to pay the processed claims.
<i>Shall</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>Should</i>	Indicates something that is recommended but not mandatory. If the contractor fails to provide recommended information, the State may, at its

Acronym	Definition
	sole option, ask the contractor to provide the information or evaluate the proposal without the information.
<i>SSN</i>	Social Security Number
<i>State</i>	The State of Nevada and any agency identified herein. The term state refers to the Consortium staff in addition to other agencies including but limited to those responsible for fiscal, legal or procurement.
<i>Statement of Understanding</i>	A non-disclosure agreement that each contractor and/or individual must sign prior to starting work on the project.
<i>Subcategory</i>	A 3-digit code that identifies, at a lower level, a WIC grouping of food. A subcategory is always within a category.
<i>Subcontractor</i>	Third party, not directly employed by the contractor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.
<i>System Code</i>	The MPSC's system code base under the control of the MP Users Group and the MPSC System Maintenance Contractor.
<i>Trade Secret</i>	Information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
<i>UPS</i>	Uninterrupted Power Supply
<i>USDA</i>	United States Department of Agriculture
<i>User</i>	Department, Division, Agency or County of the State of Nevada.
<i>Vendor</i>	WIC authorized grocery store.
<i>Walkthrough</i>	Oral presentation by the contractor of deliverables and/or work products.
<i>WAN</i>	Wide Area Network
<i>WESS</i>	WIC EBT Settlement System. This is a portion of the EBT Host system implemented in the MPSC WIC system. The EBT Host system in Nevada is supported by the EBT Contractor. WESS consists of a set of interface batch processes that send or receive files with the MPSC WIC system. The primary function of WESS is the sharing of this information between the two

Acronym	Definition
	systems.
WIC	Women, Infants and Children. Program that is federally funded and administered by each state and ITO.
WIC Authorized Vendor	The grocery store, pharmacy, commissary or farmers market that can be used by the WIC participant to purchase their WIC food benefits. The stores are under contract with the WIC Program to provide the prescribed foods to the WIC participants using their EBT cards.
Will	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

2.1 STATE OBSERVED HOLIDAYS

The State observes the holidays noted in the following table. Note: When January 1st, July 4th, November 11th or December 25th falls on Saturday, the preceding Friday is observed as the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday.

Holiday	Day Observed
New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Nevada Day	Last Friday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	Friday following the Fourth Thursday in November
Christmas Day	December 25

3. BACKGROUND

The Nevada WIC Consortium began system revision planning because the current system lacks the functionality for staff to efficiently and effectively certify and track the WIC caseload.

A review of the current system indicates that the system lacks needed functionality to operate as desired.

This is a major concern for the WIC Programs' staff because in order to meet FNS reporting requirements, staff needs to efficiently complete participant certification, benefit issuances and provide caseload management. The specific areas of the current system that are lacking functionality include the following:

- Integrated Vendor Management Functionality.
- Integrated Financial Management Functionality.
- Edit checks to aid in recording of participant data.
- System assistance with income calculations, suggested food packages, care plan and goal tracking, system assigned risk factor determination, and priority codes.
- An automated food package issuance function requiring the clinic staff to manually key food items and qualities.
- The ability for ad-hoc querying in order to produce necessary statistical reports.
- Automated daily, weekly, and monthly financial, caseload management and EBT issuance and redemption reports.
- Auto data field population for USDA reporting requirements (e.g. the TIP report, the FNS 798 report, etc.).
- A seamless operation for clinic staff between the current WIC EBT system and the food delivery system.

3.1 PROJECT

The Nevada WIC Consortium will procure a contractor to complete planning for system transfer, complete system testing, training the system users and implementation and operation of the MPSC system to Nevada WIC clinics and administrative offices. The MPSC system was designed as a FNS State Agency Model (SAM) under strict FNS guidance and has been operational for more than 3 years. The MPSC system code is under the control of the MP Users Group; therefore, no system code modification will be allowed at the time of transfer to the Nevada WIC Programs.

The MPSC system is currently being used to issue EBT benefits via an offline EBT system (in Wyoming) and has an interface being designed for the use of online EBT benefits (in Vermont with the Xerox EBT contractor designed EBT system and in Colorado and Iowa with the CDP/FIS EBT contractor designed EBT system). The interface between the Xerox system and the MPSC system is expected to be implemented in Vermont by early 2016 and the interface between the CDP/FIS is expected to be completed late 2015.

Furthermore, it is expected that the MPSC system will provide all the needed functional and technical requirements for the Nevada WIC Programs.

The MPSC system help screens will be used by the Nevada WIC Programs' staff; however a contractor provided system Help Desk will be required.

The awarded contractor will also be expected to provide assistance with the system operational services for system hosting throughout the system pilot and rollout and also once the system has been implemented statewide.

3.2 AGENCY

3.2.1 The Consortium certifies WIC applicants according to FNS requirements with the assistance of the current MIS. This system is a centralized computer system however, it is lacking in a vast amount of data collection fields, automated risk and other certification aids, reporting capabilities and other system automation applications available in new MIS systems like the MPSC system.

Once the WIC applicant is certified onto the WIC Program, the food package is assigned and the benefits for the household/family are sent to the EBT host as associated with the Head of Household's (HOH) EBT magnetic stripe card. The Nevada WIC Program's EBT food delivery system is provided by the Nevada EBT contractor.

3.2.1.1 This online EBT system means of food redemption will continue to be used by the WIC participants to receive their food benefits at WIC authorized stores with WIC certified point-of-sale (POS) devices, nearly all of which are integrated (only 4 stores remain using stand beside terminals). The EBT system provides the following:

- A. Magnetic Stripe EBT cards;
- B. Software and hardware for use at the WIC clinics and administrative offices;
- C. Telecommunication for provision, redemptions, reconciliation and tracking of food benefits; and
- D. Reporting for issuance and reconciliation of the food benefits and EBT statistics.

3.2.1.2 The EBT services contract is held jointly with Nevada WIC Programs and the Nevada Welfare Department (SNAP, TANF).

3.2.2 The Nevada State WIC Program provides service to approximately 74,000 women, infants, and children through the operation of a state administrative office and 43 local WIC clinics dispersed throughout the state. Participant's food benefits are redeemed at any and all of the 225 authorized WIC vendors. The Nevada WIC Program has 243 staff members, of which 225 are working in the clinics and local agencies. EBT cards are provided to the Head of Household (HOH) of which there are approximately 45,000 household in the Nevada WIC Programs.

3.2.3 The ITCN WIC Program includes one (1) ITCN WIC Program state

administrative office, one (1) WIC local agency, and eleven (11) clinic sites to provide services to approximately 1,250 women, infants, and children. The ITCN WIC Program has approximately nine (9) staff members: three (3) clinic staff and six (6) state administrative office staff. The ITCN WIC MIS system is the same as that used by the State WIC Program. The current MIS system is maintained by the State WIC Program staff and provided to the ITCN WIC Program for their use in the certification of their WIC participants. The EBT system operation for ITCN WIC Program is the same system as the State WIC Program and both are provided by the Nevada EBT contractor. The ITCN WIC Program's EBT system operation is and will continue to be managed by the State WIC program comparable to a Local Agency with the State WIC Program, However financial data, caseload data and reporting specific to the ITCN WIC Program must be provided to the ITCN WIC Program in order for ITCN WIC staff to complete all necessary FNS reporting requirements.

3.3 CONCURRENT IMPACTS/PROJECTS

- 3.3.1 The Nevada EBT Programs (WIC and SNAP) are currently contracted with JP Morgan for the provision of EBT system services. In December of 2013, JP Morgan Chase announced that they would be working towards the elimination of their prepaid credit card business, which includes WIC EBT systems. JP Morgan is currently in the process of transitioning their contractual obligation to another EBT provider and the State will migrate to a new EBT contractor operating a system meeting the current EBT system functionality. This Nevada EBT services contract expires June 2018 at which time Nevada EBT programs will put out a RFP for an EBT service provider to continue EBT program operations.
- 3.3.2 The EBT system's contractor transition will be completed prior to the MPSC system transfer. The interface between the EBT system and the MPSC system thoroughly tested concurrent to the MPSC system transfer to ensure no loss of functionality or data accuracy is experienced in the delivery of the WIC food benefits to the WIC participants.

3.4 CURRENT COMPUTING ENVIRONMENT

- 3.4.1 Each clinic maintains workstations for WIC applicant/participant data collection, dietary and health assessment, certification and food benefit issuance. The work stations consist of a laptop or desktop computer, external monitor and UPS. Select workstations in each clinic are equipped with report printers and scanners. New computers were purchased and installed in each Nevada WIC in 2014. These computers are mid-range independent work stations using Windows 8 Professional or higher and have a minimum of 500GB of storage space and moderate processing power. New 24 inch monitors have also been installed for each work station. Telecommunications are currently maintained in each clinic for current use with the EBT system data transfer.
- 3.4.2 Digital signature pads will be added to the workstations with the implementation of the new MIS. This hardware addition will allow for digital signature capture and storage thus reducing paper forms required to be filed and maintained at each clinic. Scanners, if not already available, will also be purchased and installed at

each clinic, reducing the amount of paper needed to be stored.

3.5 PROJECT SOFTWARE

3.5.1 Each clinic maintains workstations which are operating with Windows 8 or higher and Windows Internet Explorer. Beyond the standard Microsoft Office package no other software is used in the clinics. State administrative office staff will also be using Windows 8 or higher and the standard Microsoft Office package. Several of the State administrative office workstations also have access to Microsoft Project. Some State and ITCN state administrative office staff have access to the EBT host system.

3.6 DEVELOPMENT SOFTWARE

- 3.6.1 Because no changes are allowed to the MPSC system prior to implementation or for the first full year of Nevada WIC Programs' operations, no source code will be provided to the awarded contractor. Only an executable instance of the system will be made available through the assistance of the MP Users Group once the final contract is signed.
- 3.6.2 The awarded contractor must provide training on the new MPSC MIS system for all Consortium staff who are system end users at all WIC clinics and all staff of the administrative offices for the State and ITCN WIC Programs.

3.7 STATE RESOURCES

The following paragraphs describe the resources the Consortium and the State of Nevada have committed to this project.

3.7.1 Executive Steering Committee

Ultimate authority with respect to project decisions will lie with the Nevada WIC Consortium Executive Steering Committee (ESC). The ESC will consist of the WIC Program Directors, Consortium Project Manager, and a minimum of two (2) local agency staff members. Selected representatives from the Consortium and Western Region FNS representatives may be asked to participate, at times, in ESC meetings based on the area of decision being undertaken. Potentially Nevada Enterprise Information Technology Services (EITS) staff, serving in the advisory function, will be asked to participate in ESC meetings/decisions as appropriate. Additional roles of the Executive Steering Committee may include:

- 3.7.1.1 Review of proposed plans and timetables;
- 3.7.1.2 Provide problem resolution if issues cannot be resolved at the Consortium Project Manager level;
- 3.7.1.3 Provide departmental policy as it relates to the project;
- 3.7.1.4 Set priorities;

- 3.7.1.5 Propose alternative solutions to problems encountered;
- 3.7.1.6 Obtain Legislative and Administrative backing; and
- 3.7.1.7 Provide information and involve external parties in project progress, accomplishments and challenges.

3.7.2 Project Sponsor

The Division of Public and Behavioral Health will serve as the project sponsor. All project activities will be conducted under the authority of the Nevada WIC Program, Division of Public and Behavioral Health.

3.7.3 Consortium Project Manager

A Consortium Project Manager has been appointed to coordinate the activities of all individuals and organizations involved in the project. The Consortium Project Manager will provide on-going daily direction and oversight to the WIC project staff and the contractor and report progress and problems to the Executive Steering Committee. The Consortium Project Manager will coordinate all organizations involved in the project and ensure resource requirements are identified and addressed. The Consortium Project Manager will set priorities when choices of alternatives are required and participate in ECS meeting to provide communication and overall management of the project.

3.7.4 WIC Consortium's Responsibility

The Nevada WIC Consortium staff members are committed to working collaboratively with the awarded contractor to implement the MPSC system at all Nevada WIC clinics and administrative offices for the State and ITCN WIC Programs. The Nevada WIC Consortium staff will, throughout the life of the Contract, schedule and participate in meetings with the awarded contractor's project management staff and other key staff. The Consortium staff member will participate in discussions regarding system implementation planning decisions; participate in User Acceptance Testing (UAT), coordinate the system pilot; ensure accurate auditing functions; participate in training and system implementation activities; and manage any other applicable issues concerning administration and management of the complete project and ongoing operations.

- 3.7.4.1 State and ITCN WIC administrative staff members, as part of the Consortium, will continue to have oversight of the Programs' activities and management responsibility for all WIC staff and WIC authorized vendors. They will also provide input and oversight throughout the entirety of the Consortium's planning activities as they relate to the steps necessary to transfer and implementation of the new WIC MIS system. Select WIC staff members will serve on the Executive Steering Committee (ESC) at the request of the WIC Directors or the Consortium Project Manager.

- A. The awarded contractor will be expected to work closely with the project ESC and other Consortium members assigned to this project.
- B. Consortium members will be available to attend meetings, interviews and assist assigned staff in reviewing functions with the awarded contractor.
- C. Consortium members will be assigned to the project on an as-needed basis, as determined by project and technical management to represent the various functional and technical areas.
- D. Consortium members will report to the Consortium Project Manager who will act as a conduit to the awarded contractor.

3.7.5 Local Agency/Clinic Staff Advisory Committee

3.7.5.1 Because this project significantly affects local clinic staff and their WIC participants, involvement of the local agency and local clinic staff is critical to the project's success. This Local Agency Advisory Committee will convene as needed to review planning documents, participate in system implementation planning sessions, complete system testing, attend training sessions, and complete other activities at the request of the Consortium Project Manager. Select local agency staff members may also be asked to participate on the Executive Steering Committee at the request of the WIC Directors or the Consortium Project Manager.

3.7.6 IT Oversight

3.7.6.1 The Nevada WIC Consortium and the Nevada Health Division Office of Informatics and Technology will work together to complete technological oversight and direction, hardware and software deployment, and host server operations. The Office of Information Security (OIS) will be responsible for the review and approval of the system architecture to ensure it meets with Nevada security standards.

3.7.7 Federal Oversight

3.7.7.1 The Nevada WIC Programs and the MPSC system transfer project are funded through federal grant monies administered by the USDA FNS. The FNS Western Regional Office has the authority and responsibility to provide administrative oversight and authorizations for the Nevada WIC Program and the ITCN WIC Program. The planning documents for the WIC system replacement initiative are developed according to the requirements established in the FNS guidelines (FNS Handbook 901). For complex technology projects,

such as the Nevada WIC Programs' system transfer and implementation project, FNS will also provide review and approval of any and all planning and procurement documents for the system replacement initiative underway. FNS funding and support is needed to complete the successful implementation of the new Nevada WIC information system.

3.7.8 MPSC Users Group Oversight

3.7.8.1 As a member of the MP Users Group, the Nevada WIC Consortium agrees to the MP Users Group's system transfer requirements. This group's members are the State's WIC Programs that are currently using MPSC, those in the process of transferring the system, and/or those planning to transfer the MPSC system. The MP (Mountain Plains) Users Group controls the MPSC system code and does not allow any changes to that code by a transferring state. Software maintenance, modification, and updates will be completed by the MP Users Group contracted System Maintenance Contractor, currently Ciber. User Group members can only make a request for system code changes after one (1) full year of operations in their State WIC Program. The Users Group oversight will ensure that any modifications made to the system will not negatively impact any other system users. If system errors or system issues that would involve system code change are noted during the system implementation or the first year of operations, the awarded contractor will be asked to fully document the issues and the suggested changes. The suggested changes will be presented to the MP Users Group's Change Control Board for review and provide approval and direction for the completion of any code modification to the MPSC System Maintenance Contractor.

3.7.9 Quality Assurance Contractor

3.7.9.1 The Nevada WIC Consortium will work with the awarded contractor regarding utilization of project reviews and quality assurance issues that might be of mutual benefit in managing time and costs, and promoting improved satisfaction among the Nevada WIC Programs staff members. QA monitoring by the Consortium staff shall include, but will not be limited to:

- A. Review of awarded contractor submitted status reports;
- B. Annual audit conducted by the Nevada Division of Public and Behavioral Health or its designee;
- C. Routine monitoring of deliverable completion;
- D. Analysis and feedback on aggregate performance and outcome data;

- E. Grievances;
- F. Complaints; and
- G. System user assessment.

3.7.9.2 A Quality Assurance (QA) Contractor will be contracted to provide oversight of the contractor and the project; and to ensure that the project remains on schedule, on budget, and meets the project's goals and objectives. The QA contractor will start work approximately the same time the contractor to be procured from this RFP begins work. If issues regarding project quality are raised by the Consortium staff/system end users, those issues will be classified, organized, and submitted by the QA contractor to the Consortium Project Manager. The contractor will be given the opportunity to respond to the issue and provide resolution as needed. The QA contractor will act as technical assistant to the State, and will report directly to the Consortium Project Manager. Major functions for the QA contractor will include, but not be limited to the following:

- A. Review of all contractor's written draft deliverables;
- B. Participate in and monitor all system functional and design confirmation JAD sessions, planning meetings, and status meetings;
- C. Review contractor's Status Reports;
- D. Prepare QA Status Reports;
- E. Assess and validate system functionality;
- F. Provide recommendations, as required;
- G. Determine whether the project/system is ready to proceed to the next project phase;
- H. Address concerns of the ESC, the Consortium Project Manager, or other WIC staff; and
- I. Complete Project Management Plan (inclusive of the project schedule and budget) monitoring.

3.7.10 Contract oversight

3.7.10.1 The Nevada WIC Consortium will work with the awarded contractor in the routine exercise of authority, as provided under the Contract for necessary notices, reviews, and approvals as required to perform the following:

- A. Review and approve written contractor provided material, including all contracted deliverables, meeting minutes, and status reports;
- B. Inform the awarded contractor of any new functions, revised functions, or requirements based on USDA requests, guidance, or regulations;
- C. Inform the awarded contractor of any significant change impacting the system testing or training materials or training sessions;
- D. Review and approve the awarded contractor's policies and procedures, including, but not limited to, record retention and disposal of participant health and nutrition data, transmission of data to and from WIC and local agencies and clinics, and other policies and procedures required to complete the Contract obligations resulting from this RFP;
- E. Review and approval of all subcontracts, including subcontracts for administrative services, as required by this RFP;
- F. Inform the awarded contractor of contractual management changes, including, but not limited to, payment procedures, WIC Project management, or concerns about Contractor staff.

4. SYSTEM REQUIREMENTS

4.1 CONTRACTOR RESPONSE TO SYSTEM REQUIREMENTS

- 4.1.1 Contractors must explain in sufficient detail how the contractor will satisfy the Consortium's project requirements to transfer and implement the MPSC system to the Nevada WIC clinics and administrative office. The new Nevada WIC system will be transferred with all system functionality of the most current iteration of the MPSC system. No requirements Matrix is provided since the system's functional requirements have been established based on the fact that the MPSC system is a SAM system and no system changes can be made by a transferring state agency.

Contractors must explain in sufficient detail how they will satisfy the need to complete the scope of work and all deliverables defined in **Section 5, Scope of Work**, of this RFP. Contractors must also describe the task completions unique to Nevada WIC Programs, including the unique reporting and financial management for ITCN separate from the State Programs management of the new MIS and the need to accurately and efficiently interface the MPSC system to the EBT system used to issue and track WIC EBT food benefits.

The contractor must explain how these Nevada WIC Program requirements can be met without any MPSC system source code changes, any system gap issues must be addressed through business processes changes or revisions to the EBT system interface.

If any subcontractors will be used for completion of any of the activities, contractors must indicate what activities and the percentage of time subcontractor(s) will spend on those activities.

4.2 COMPUTING PLATFORM

- 4.2.1 All computing platform information, including, but not limited to, the inputs, functions and outputs will be based on the MPSC system's current system computing platform.

4.3 TECHNICAL REQUIREMENTS

- 4.3.1 The system to be transferred will be an executable version of the most current MPSC system. No additional system development or programming changes will be allowed to the MPSC system source code. All issues regarding the MPSC system's presentation, data, processing requirements, reporting, and required architecture will be based on the MPSC system's current functionality. Proposals must include the contractor's understanding of this requirement for the transfer of the MPSC system.
- 4.3.2 Contractor must submit in their proposal response to the Scope of Work, a draft Continuity of Operations and Disaster Recovery Plan. This draft plan must provide the detail that will allow the Selection Committee to analyze the contractor's plans for continuity of operations and system recovery in the event of a disaster. The awarded contractor will prepare and submit a ***Continuity of Operations/Disaster Recovery Plan*** (see ***Deliverable 5.5.3.11***) that fully defines all steps that will be completed in the event of a disaster to continue system operations.
- 4.3.3 The awarded contractor will be required to test the MPSC system and the interface to the Nevada WIC EBT system in the Nevada WIC environment. The awarded contractor will prepare and present a Testing Plan, (see ***Deliverable 5.6.3.1: System Testing Plan***). Proposal response to the scope of work must fully define plans for complete testing of the MPSC system that will be implemented into Nevada WIC Programs, testing of EBT system interface and the support of the UAT and the Pilot test.
- 4.3.4 The awarded contractor will be required to train applicable Nevada WIC Consortium staff prior to UAT, the Pilot, and statewide rollout of the new system. A Training Plan, (see ***Deliverable 5.5.3.6: Training Plan***) will be prepared and presented by the Contractor during the contract period of performance. The plan will define the methods, agendas, schedules, tools and manuals for the completion of training of all Consortium staff/system end users. Proposal response to the scope of work must define the contractor's planned training and

approach for completion of effective system end user training.

- 4.3.5 Errors that occur during system testing, UAT, the Pilot, system rollout, statewide system implementation and system operations will be recorded by the Consortium users or the awarded contractor. The awarded contractor will be responsible to correct the error if possible. If error correction would involve modifications to the system code, the awarded contractor will be required to record the error details and submit possible resolutions to the Consortium so that the errors can be reported to the MP Users Group. Proposal response to the scope of work must define the contractor's planned Test Plan (see ***Deliverable 5.6.3.1: System Testing Plan***) and their approach for all aspects of system testing in the Nevada WIC Programs' operations to ensure the system is fully tested prior to system statewide implementation.
- 4.3.6 Proposal response to the scope of work must define how System User Help will be addressed, including the help desk and online help to be provided by the awarded contractor (see ***Deliverable 5.5.3.7: Help Desk Support Plan***). The on line help functionality provided in the current MPSC system will be made available to the awarded contractor as part of the MPSC system executable application. The awarded contractor will provide Help Desk Services to the Consortium staff/system end users starting with the Pilot and continuing for one year past the completion of statewide rollout. The awarded contractor will be responsible for training WIC staff to take over the Help Desk operation after the first year of contractor provided service.
- 4.3.7 The MPSC System must fully interface and interact with the EBT system prior to implementation into Nevada WIC Programs to meet the technical requirement of system implementation. Any coding required to complete the interface will be the expectation of the EBT system Contractor. It is expected the majority of the interface design will also be the responsibility of the EBT contractor. Both contractors will, however, be expected to work together to define the needs of the interface and to test the interface ensuring it is ready for Consortium staff to test during UAT and the Pilot. Proposal response to the scope of work must define the contractor's understanding of all aspects of interface between the two systems and the planned approach to complete activities necessary to ensure an effective and efficient interface will be operational for the Nevada WIC Programs.

5. SCOPE OF WORK

The scope of work is broken down into phases, activities and deliverables. The activities within this section are not necessarily listed in the order that they should be completed. Proposals shall include the contractor's proposed work schedule according to the completed form found in ***Attachment O, Proposed Timeline***.

Contractors must reflect within their proposal their understanding of, experience with, and recommended approach for all activities identified within this RFP Scope of Work.

The proposal must also present the contractor's Initial System Transfer Project Management Plan and Master Work Plan and Schedule. The awarded contractor will refine these preliminary documents as a deliverable during the contract period of performance.

The Nevada system transfer project will consist of nine (9) major phases. These are:

- Phase 1 - Project Initiation, Planning, and Administrative Activities
- Phase 2 - System Design Confirmation Activities
- Phase 3 - Nevada WIC and WIC EBT Business Processes Modification Activities, as needed
- Phase 4 - User Acceptance Test (UAT) Activities
- Phase 5 - Pilot Activities
- Phase 6 - Statewide Data Conversion Activities
- Phase 7 - Training Activities
- Phase 8 - System Rollout Activities
- Phase 9 - System Operations Activities

In addition to the phases, contractor will be required to complete ongoing status meetings and status reports throughout the project (see Section 5.4).

5.1 GENERAL

- 5.1.1 Contractors must reflect within their proposal, inclusive of the contractor's preliminary planning project plans, the Project Management Plan, Work Plan and Project Schedule, their recommended approach to scheduling and accomplishing all activities and deliverables identified within this RFP.
- 5.1.2 All activities performed by the awarded contractor will be reviewed by the Project's QA contractor as well as the Consortium staff.
- 5.1.3 The Nevada WIC Consortium plans to transfer the MPSC system inclusive of the vast majority of the system's most current functionality. Using the MPSC system's functionality to allow for de-selection of parameters, or not using some of the system's functionality, the MPSC will meet the needs of Nevada WIC Programs' system operations. Examples of such parameter or functionality de-selection for Nevada WIC Programs may include EBT card inventory and participant pre-certification.
- 5.1.4 The Nevada WIC Consortium has chosen to join the Mountain Plains Users Group, therefore, only an executable copy of the MPSC system will be available for transfer to the Nevada WIC Programs' clinics and state administrative offices. All current MPSC system documentation, manuals, and training materials will be available from the MP Users Group, the owners of the MPSC system. Any associated documentation, for use by the awarded contractor and the Consortium will also be made available.
- 5.1.5 The awarded contractor will provide all planning, training, testing and implementation assistance necessary to complete successful implementation of the MPSC system. The awarded contractor can expect assistance from Consortium staff for securing testing and training locations and transport and setup of testing and training equipment. The awarded contractor may be asked to assist in equipment set up, database establishment and hardware and

telecommunication validation, as needed.

- 5.1.6 The MPSC system transferred and implemented into the Nevada WIC Programs must interface to the online EBT system operating in Nevada WIC Programs. The awarded contractor will be responsible for working with the Nevada WIC EBT Contractor to define the system interface details and provide for data element format required between the MPSC system and the online WIC EBT system. This interface must provide for a linkage at the clinics to record the WIC participants' setup data and the food benefit issuances by downloading to the EBT Contractor's EBT host. The MPSC system must also provide data collected from redemptions from the retailers for vendor management, financial tracking, and reporting purposes. The awarded contractor will be expected to work with the EBT Contractor to define the Card Reader Interface System (CRIS) details for the online WIC EBT system used by the Nevada WIC Programs. The awarded contractor will also be responsible for full testing of the EBT system interface and directing the UAT including the UAT activities for EBT system interface testing in the Nevada environment.
- 5.1.7 After the Nevada WIC Consortium staff members have completed and validated success of the UAT, the awarded contractor will continue with the preparation for the full environmental system test with the three (3) month system pilot (most likely to take place in Reno). When the pilot has been determined to be successful, the awarded contractor will begin user training, data conversion, and provision of assistance with system implementation and establishment of the system operations necessary for statewide system implementation.
- 5.1.8 The following sections define the planned Scope of Work to complete all necessary activities for the completion of the system transfer and implementation to Nevada WIC Programs. The Scope of Work is divided into phases, activities and deliverables. The activities defined following will ensure accurate completion of the project. Ongoing deliverables, namely status reports and status meetings, will be required throughout the project.

5.2 CONTRACTOR RESPONSE TO SCOPE OF WORK

- 5.2.1 Within the proposal, contractors must provide information regarding their approach to meeting the requirements described within *Section 5, Scope of Work*.
- 5.2.2 Proposals must include a preliminary System Transfer Project Management Plan and a preliminary Work Plan and Schedule. Also included must be a schedule of proposed work and the staff assigned for each of the contract activities. The contractor must present specific dates on the proposed timeline for the expected completion of activities. The form in *Attachment O, Proposed Timeline*, must be included with the contractor's proposal. The contractor must include a description of the rationale for the changes differing from the planned length of time from the planned timeline present in *Attachment O, Proposed Timeline*. Proposals may also include a Gantt in addition to the completed form in *Attachment O, Proposed Timeline*, but must not be presented in lieu of the

completed form.

- 5.2.3 The System Transfer Project Management Plan and the Master Work Plan and Schedule will be finalized by the awarded contractor to become ***Project Deliverable 5.4.3.3: System Transfer Project Management Plan and Deliverable 5.4.3.4: Master Work Plan and Schedule.***
- 5.2.4 Contractors must also present descriptions of their plans to address the option to complete hosting services by the contractor and the option to assist the State in establishment of state-run hosting services. For each proposed option, the proposals must also include a discussion defining the advantages and disadvantages of each option.
- 5.2.5 Proposals must present recommended plans to identify ways in which communication will be managed, status reporting will be completed, risks will be identified and managed, and how project management will be provided.
- 5.2.6 If subcontractors are proposed to complete or assist with the completion of any project activities or deliverables, contractors must indicate what work is to be completed by the subcontractor(s), the reason for proposing the subcontractor(s) and the percentage of time subcontractor(s) will spend on those activities or deliverables.
- 5.2.7 Contractor's response must be limited to no more than five (5) pages per project phase (phases 1 through phase 9), not including appendices, samples and/or exhibits.

5.3 DELIVERABLE SUBMISSION AND REVIEW PROCESS

Once the detailed Project Management Plan and Project Work Plan and Schedule are approved by the Consortium, the following sections detail the process for submission and review of deliverables during the life of the project/contract.

5.3.1 General

- 5.3.1.1 The contractor must provide one (1) master (both hard and soft copies) and four (4) additional hard copies of each written deliverable to the appropriate Consortium Project Manager as identified in the contract.
- 5.3.1.2 Once a deliverable is approved and accepted by the Consortium, the contractor must provide an electronic copy for project archives. The Consortium may, at its discretion, waive this requirement for a particular deliverable.
- 5.3.1.3 The electronic copy must be provided in software currently utilized by the agency or provided by the contractor.
- 5.3.1.4 Deliverables will be evaluated by the Consortium utilizing mutually agreed to acceptance/exit criteria.

5.3.2 Written Deliverable Submission

5.3.2.1 Prior to development and submission of each contract deliverable, a summary document containing a description of the format and content of each deliverable will be delivered to the Consortium Project Manager for review and approval. The summary document must contain, at a minimum, the following:

- A. Cover letter;
- B. Table of Contents with a brief description of the content of each section;
- C. Anticipated number of pages; and
- D. Identification of appendices/exhibits.

5.3.2.2 The summary document must contain an approval/rejection section that can be completed by the Consortium. The summary document will be returned to the contractor within a mutually agreed upon time frame.

5.3.2.3 Deliverables must be developed by the contractor according to the approved format and content of the summary document for each specific deliverable.

5.3.2.4 At a mutually agreed to meeting, on or before the time of delivery to the Consortium, the contractor must provide a walkthrough (via on site or using telecommunications) of each written deliverable.

5.3.2.5 Written deliverables must be submitted no later than 5:00 PM, per the approved contract deliverable schedule and must be accompanied by a deliverable sign-off form (*refer to Attachment G*) with the appropriate sections completed by the contractor.

5.3.3 Deliverable Review

5.3.3.1 General

- A. The Consortium's review time begins on the next working day following receipt of the deliverable.
- B. The Consortium's review time will be determined by the approved and accepted Master Work Plan and Schedule and the approved contract.
- C. The Consortium has up to five (5) working days to determine if a deliverable is complete and ready for review. Unless otherwise negotiated, this is part of the State's review time.

- D. Any subsequent deliverable dependent upon the Consortium's acceptance of a prior deliverable will not be accepted for review until all issues related to the previous deliverable have been resolved.
- E. Deliverables determined to be incomplete and/or unacceptable for review will be rejected, not considered delivered and returned to the contractor.
- F. After review of a deliverable, the Consortium will return to the contractor the project deliverable sign-off form with the deliverable submission and review history section completed.

5.3.3.2 Accepted

- A. If the deliverable is accepted, the original deliverable sign-off form, signed by the Consortium Project Manager or appropriate Consortium representatives, will be returned to the contractor.
- B. Once the contractor receives the original deliverable sign-off form, the Nevada State WIC Program can then be invoiced for the deliverable (refer to *Section 8, Financial*).

5.3.3.3 Comments/Revisions Requested by the Consortium

If the Consortium has comments and/or required revisions of the contractor to a deliverable, the following will be provided to the contractor:

- A. The original deliverable sign-off form with an updated entry to the deliverable submission and review history section.
- B. Attached to the deliverable sign-off form will be a detailed explanation of the revisions to be made and/or a marked up copy of the deliverable.
- C. The Consortium's first review with comments will be completed and returned within the times specified in the contract.
- D. The contractor will have five (5) working days, unless otherwise mutually agreed to, for review, acceptance and/or rejection of the Consortium's comments.
- E. A meeting to resolve outstanding issues must be completed within three (3) working days after completion of the contractor's review or a mutually agreed upon time frame.
- F. Agreements made during meetings to resolve issues must be documented separately.

- G. Once an agreement is reached regarding changes, the contractor must incorporate them into the deliverable for resubmission to the Consortium.
- H. All changes must be easily identifiable by the Consortium.
- I. Resubmission of the deliverable must occur within five (5) working days or a mutually agreed upon time frame of the resolution of any outstanding issues.
- J. The resubmitted deliverable must be accompanied by the original deliverable sign-off form.
- K. This review process continues until all issues have been resolved within a mutually agreed upon time frame.
- L. During the re-review process, the Consortium may only comment on the original exceptions noted.
- M. All other items not originally commented on are considered to be accepted by the Consortium.
- N. Once all revisions have been accepted, the original deliverable sign-off form signed by the appropriate Consortium representatives will be returned to the contractor.
- O. The contractor must provide one (1) updated and complete master paper copy and one (1) software copy of each deliverable after approval and acceptance by the Consortium.
- P. Once the contractor receives the original deliverable sign-off form, the Nevada State WIC Program can then be invoiced for the deliverable (*refer to Section 8, Financial*).

5.3.3.4 Rejected, Not Considered Delivered

If the Consortium considers a deliverable not ready for review, the following will be returned to the contractor:

- A. The original deliverable sign-off form with an updated entry to the deliverable submission and review history section.
- B. The original deliverable and all copies with a written explanation as to why the deliverable is being rejected, not considered delivered.
- C. The contractor will have five (5) working days, unless otherwise mutually agreed to, for review, acceptance and/or rejection of the Consortium's comments.

- D. A meeting to discuss the Consortium's position regarding the rejection of the deliverable must be completed within three (3) working days after completion of the contractor's review or a mutually agreed upon time frame.
- E. Resubmission of the deliverable must occur within a mutually agreed upon time frame.
- F. The resubmitted deliverable must be accompanied by the original deliverable sign-off form.
- G. Upon resubmission of the completed deliverable, the Consortium will follow the steps outlined in *Section 5.3.3.2, Accepted*, or *Section 5.3.3.3, Comments/Revisions Requested by the Consortium*.

5.4 PHASE 1 - PROJECT INITIATION, PLANNING AND ADMINISTRATION

5.4.1 Objective of Phase 1

The objective of this phase is to ensure that adequate planning and project management are dedicated to this project.

5.4.2 Activities of Phase 1

The awarded contractor must:

- 5.4.2.1 Hold a Project Initiation Meeting with representatives from the Consortium and the awarded contractor after contract approval and prior to work performed. This meeting will be held onsite in Carson City. Attendees will include the management staff representing the awarded contractor, the project QA contractor, Consortium staff and FNS staff. In addition to directing the meeting, the awarded contractor will be responsible for the preparation of an agenda (approved by the Consortium's Project Manager). Topics to be covered in the initiation meeting will include, but not be limited to:
 - A. Deliverable review process;
 - B. Format and protocol for project status meetings;
 - C. Format and protocol for project status reports;
 - D. Schedule for meetings between representatives from the Consortium and the contractor to develop and track the detailed Project Plan and the Work Plan and Schedule;
 - E. Schedule for all planned project meetings including status meetings, JAD design confirmation sessions, and other project meetings;

- F. Review of the project goals and objectives and project milestones;
- G. Define lines of communication and communication and reporting protocols;
- H. Review of the possible change management;
- I. Discussion of possible risk or problem areas and plans to mitigate those risks or problem areas; and
- J. Issue resolution process.

5.4.2.2 Produce a Project Initiation Meeting Memorandum that will document all agreements, understandings, contingencies and any revisions to the project objectives, timeline, etc. arising from discussions at the Initiation Meeting. The memorandum will be due within two (2) working days of the meeting.

5.4.2.3 Provide a finalized System Transfer Project Management Plan which describes, in detail, the awarded contractor's approach for the MPSC system transfer and implementation into Nevada WIC clinics and administrative offices. The plan must define how the contractor will address system business rules requirements in Nevada WIC Programs' operation to match MPSC system functionality; the methods for maintaining requirements traceability throughout the implementation process; plans for change control; and complete management of the project. This plan must also include sections defining the contractor's Communication Plan, Quality Assurance Plan, Risk Management Plan, dispute resolution process, and change control management. This plan must reflect the results of discussions with the Consortium staff regarding the final system design. Specifically this plan will address, at a minimum, the following concerns:

- A. How the Contractor will track and report system errors, project problems, schedule slippage and any other project issues.
- B. How the Contractor will manage communication throughout the project. The Plan must define a comprehensive approach for handling communications with both internal and external audiences. There must be a discussion of, at a minimum, a plan for generation, documentation, storage, transmission and disposal and security of all project information.
- C. How the Contractor will manage project risks to ensure that risks are identified, planned for, analyzed, communicated and acted upon effectively.
- D. How the Contractor will implement the system parameter

- options, both directly and offline.
- E. How the Contractor plans to complete the system implementation processes.
 - F. How the Contractor will track project changes and cost management.
 - G. How the Contractor will manage project quality, including, but not limited to, the methodology for data collection, the management of the project schedules, the completion of project deliverables and the activities of staff and subcontractor(s), if applicable.

5.4.2.4 Contractor will also provide, as part of the Project Planning Documents, a Final Master Work Plan and Schedule for the review and approval by the Consortium Project Manager. The Master Work Plan and Schedule must reflect any revisions made to the preliminary Master Work Plan and Schedule submitted with the contractor's proposal and agreements from the Project Initiation Meeting. The contractor must also define their rationale for the any presented revisions to the Master Work Plan or Schedule. The Master Work Plan and Schedule will provide the means, the staffing requirements, and the time frame in which the contractor will complete all activities and deliverables for each phase as defined in this RFP, agreed upon at the Initiation Meeting and recorded in the contractor's proposal, and/or the System Transfer Project Management Plan. The Master Work Plan and Schedule must be maintained throughout the life of the project, and must be updated as necessary to reflect the accurate status of the project. This Plan must also include a description of any known risk areas and the contractor's approach for mitigating the risks. This finalized Master Work Plan and Schedule must also include definitions and the schedule of activities, draft and final deliverables, and milestones scheduled for each phase of the project. This deliverable is to be presented to the Consortium in the form of a draft and final version.

The Consortium Project Manager will incorporate the contractor's Master Work Plan and Schedule into the preparation of the Consortium's Master Project Plan. The Master Project Management Plan will incorporate the Contractor, the QA Contractor, and the Consortium Plans into one Master Project Management Plan. The Master Project Management Plan shall include the following:

- A. Project Activities and Contractor deliverables
- B. Project Work Plan
- C. Project Schedule

D. Staff Assignment and Resource Requirements

5.4.2.5 Contractor will prepare and submit two times a month, detailed reports on overall project status, work accomplished in the reporting period, objectives for the next reporting period, the Consortium's responsibilities for the next reporting period, outstanding issues, risks and warnings, and schedule and budget issues. The status reports must include updates to the final Project Management Plan and Master Work Plan and Schedule as necessary. Contractor will also participate in status meetings to discuss issues presented in the Status Reports. The Consortium Project Manager will be responsible for incorporating the semi-monthly status reports submitted by the Contractor and the QA Contractor to form the Nevada Consortium Project Status Report, which will then be presented to the ESC and FNS. The contractor status report format must be approved by the Consortium prior to issuance of the first semi-monthly status report. The first semi-monthly report covers the reporting period from the 1st through the 15th of each month; and the second semi-monthly report covers the reporting period from the 16th through the end of the month. The status reports must include, but not be limited to the following:

- A. Overall completion status of the project in terms of the Consortium approved project Master Work Plan including all activities and deliverable scheduled;
- B. Accomplishments during the period, including Consortium staff/stakeholder discussions, meetings held, JAD sessions and conclusions/decisions determined;
- C. Problems encountered and proposed/actual resolutions;
- D. Planned activities and planned accomplishments during the next reporting period;
- E. Issues that need to be addressed, including contractual;
- F. Quality Assurance status or issues of concern;
- G. Updated MS Project timeline showing percentage completed, work assigned, completed and remaining;
- H. Identification of schedule slippage and strategy for resolution;
- I. Contractor staff assigned activities;
- J. Consortium staff resources required for activities during the next time period; and

K. Resource allocation percentages including planned versus actual by project milestone.

5.4.2.6 As a supplement to the status reports, the contractor will participate in monthly project status meetings. These meetings may be more frequently if needed and as agreed upon by the Consortium and contractor staff during specific project activities such as UAT or statewide rollout. The majority of these meetings will be onsite; however, if this is not convenient for either the Consortium staff or the contractor, a minimal number of the status meetings may be held via teleconference. The meetings will serve as a forum for the reporting of progress and discussion of upcoming activities and emergent issues. The Consortium Project Manager will host and provide an agenda for the meetings and will prepare and disseminate minutes. Topics to be addressed at the status meeting may include, but not be limited to, the following:

- A. Review and approval of previous meeting minutes;
- B. Contractor project status, problems and possible resolutions;
- C. QA Contractor's project status;
- D. State project status;
- E. Contractor issues and proposed resolutions;
- F. New action items;
- G. Outstanding action items, including resolutions;
- H. Setting of next meeting date; and
- I. Other business.

5.4.2.7 Throughout the course of the project, numerous other meetings will be held between the contractor and the Consortium and other Nevada Contractors (the EBT Contractor and the QA Contractor). These meetings will include but are not limited to design confirmation meetings, phase initiation meetings and evaluation meetings. During these meetings, various project-related topics and issues will be discussed in detail. For these types of meetings the contractor will provide a technical memorandum summarizing each meeting, inclusive of a listing of attendees, notes of the discussion topics, a report of decisions made and items needing follow-up. These meetings shall follow an agenda mutually developed by the Contractor and the Consortium.

5.4.3 Deliverables for Phase 1

5.4 PHASE 1 PROJECT INITIATION, PLANNING AND ADMINISTRATIVE DELIVERABLES			
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE	ACTIVITY	STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)
5.4.3.1	Project Initiation Meeting	5.4.2.1	N/A
5.4.3.2	Project Initiation Meeting Memorandum	5.4.2.2	5
5.4.3.3	System Transfer Project Management Plan	5.4.2.3	10
5.4.3.4	Master Work Plan and Schedule	5.4.2.4	10
5.4.3.5	Ongoing Status Reporting	5.4.2.5	5
5.4.3.6	Ongoing Status Meetings	5.4.2.6	N/A

5.5 PHASE 2 - SYSTEM DESIGN CONFIRMATION

5.5.1 Objective of Phase 2

The objective of this phase is to ensure that data collection is completed to define system testing and operational issues to prepare for design confirmation.

5.5.2 Activities of Phase 2

The awarded contractor must:

5.5.2.1 Conduct System Functionality Presentations (estimated to take place over approximately 15 day-long sessions) with the Consortium staff. The Nevada WIC EBT Contractor, FNS and State IT staff will also be invited to attend select sessions. The System Functionality Presentations will include, but not be limited to the following:

- A. System functions;
- B. Definitions of processes;
- C. Steps to complete the functions;
- D. Inputs;
- E. Screen prints (where applicable);
- F. Interface descriptions;
- G. Data sources;

- H. Database edits;
- I. User input (UI) outputs;
- J. Clinic services and other reports;
- K. Database management;
- L. Description of the section of the MPSC Detailed Functional Design Document (DFDD) that defines the data dictionary for data elements, with a cross-reference from screen and report fields to data dictionary entries; and
- M. Review the MPSC Detailed Specifications Document (DTSD) with the appropriate Consortium IT staff

The System Functionality Presentation will also include a System Paradigm Review and Design Confirmation which will focus on the differences between the MPSC system functionality and the requirements of the Nevada WIC Programs, in addition to the means to address these differences. The design confirmation aspect of the sessions will be for the purpose of ensuring there is a clear understanding of the system functionality to be implemented to the Nevada WIC Programs state administrative offices and clinics. The contractor must lead all sessions and record and report on all decisions, unresolved questions or issues, and planned topics to be addressed at the status meeting may include, but not be limited to, the following:

- N. Review and approval of previous meeting minutes;
- O. Contractor project status, problems and possible resolutions;
- P. QA Contractor's project status;
- Q. State project status;
- R. Contractor issues and proposed resolutions;
- S. New action items;
- T. Outstanding action items, including resolutions;
- U. Setting of next meeting date; and
- V. Other business.

The purpose of these sessions is to ensure the contractor has a clear understanding of the Consortium's system needs, and the

Consortium staff has a clear understanding of the business rules and the functionality of the system to be implemented. Upon completion of these design confirmation sessions, the contractor will prepare for further system interface planning meetings with the EBT Contractor for determination of specifications for the EBT system interface. These further system planning meetings will take place in Phase 3.

As part of the System Functionality Presentation and Paradigm Review with Design Confirmation Sessions, the contractor will complete a walkthrough of the MPSC DFDD in use with the other MPSC states, with definition of the parameter settings in use in Nevada and a definition and screen shots of any modifications completed to address the needs of the Nevada WIC Programs. The walkthrough of the MPSC DFDD will be conducted to validate that the Nevada WIC Consortium's requirements can be addressed by system parameters, or if necessary, Nevada WIC Program Policy and Procedure revisions.

5.5.2.2 Prepare a Design Confirmation Memorandum that clearly defines the details of the agreements of the Nevada system design resulting from the System Functionality Presentation and Paradigm Reviews. With the use of the details from these sessions, the Consortium staff shall assist the contractor to complete a plan to define the details for all steps necessary for preparation of the MPSC system into Nevada WIC Programs' clinic and administrative office and the means by which the Nevada WIC functionality shall be completed. As a part of the Design Confirmation Memorandum, a System Requirements Document will be presented to define changes required to the Nevada WIC Programs' Business rules necessary for the system to function as desired in the Nevada WIC Programs without any modifications to the MPSC system code. The Design Confirmation Memorandum and the System Requirements Plan shall be provided for review by Consortium staff members, as well as the QA Contractor and the FNS staff members. The memorandum will be used to further define system documentation for ***Deliverable 5.5.3.3: Program System Documentation***. The documents shall be presented in draft form with the opportunity for input and revisions to complete final documents.

5.5.2.3 Provide the Nevada WIC Consortium Program System Documentation which must include definitions of system edits, system parameter selections, a detailed description of the system architecture, and definition of any Nevada WIC Program's Business Rules which, when modified, will match with the MPSC without having a negative impact on the operations of the system in Nevada WIC Programs. The System Documentation must include a database schema for the Nevada WIC system data and describe all internal specifications in detail. This will include, but not be limited to, processing controls; backup and recovery procedures; data flow

diagrams; data base entries required for system operations; entity relationship diagrams; and a data dictionary. The Nevada WIC Program System Documentation must also include a detailed description of the system architecture – communications, networks, processors, and system and development software for the Nevada WIC system or the EBT interface. All aspects of the system architecture, including hardware, operating system(s), web server, application server software, and database server software, plus the techniques that should be used to manage the hardware and software installation, must be described in detail. The approach to load balancing, fault tolerance, and failover capability must also be addressed in detail.

This activity will be the basis to complete ***Deliverable 5.5.3.12: JAD Sessions for Review of State Business Rules.***

The Program System Documentation is to be presented in the form of a draft followed by Consortium input and then a final version. This documentation will be dynamic and require updates and changes as the project progresses, and errors, clarifications, or modifications that would be required for proper system operations in the Nevada WIC Programs are identified.

- 5.5.2.4 Prepare a Hardware, Software and System Capacity Plan that will present the Contractor’s definitions of the needs and requirements of the system’s hardware, software, and capacity. This plan will provide the requirements for all hardware, software, and capacity needs to be met. The plan must include the following:
- A. Hardware requirements of the system to be implemented (including system hosting hardware);
 - B. Software requirements of the system to be implemented (software required or suggested beyond the MPSC system itself);
 - C. Current and future capacity of the system needs and plans for how those capacity issues will be addressed;
 - D. Consortium personnel responsibilities for hardware, software and telecommunication installation and maintenance;
 - E. Issues, potential risks, and resolutions;
 - F. Activities and deliverable checklists to ensure completion of all installation and operations;
 - G. Detailed schedule regarding all hardware, software, and telecommunication installations, testing and operations; and

H. Contingency plans in the event of problems.

5.5.2.5 Prepare a System Implementation and Data Conversion Plan that will present the Contractor's details regarding the implementation of the MPSC system into Nevada WIC Programs' clinic and state administrative offices. This plan will also define how current system operations and system data will be transitioned to the new system. The plan must include the following:

- A. Data conversion process definitions;
- B. Data conversion validation testing plans;
- C. Report validation testing plans;
- D. Plans for system implementation for clinics and state administrative offices;
- E. Personnel responsibilities regarding system implementation and data conversion tasks;
- F. Issues tracking and resolution;
- G. Activities and deliverable checklists to ensure completion;
- H. How the contractor intends to coordinate with current operations to complete, as seamlessly as possible, data conversion activities for pilot and statewide rollout;
- I. A detailed schedule for all system implementation and data conversion tasks; and
- J. Contingency plans in the event of problems.
- K. As part of the plan, data conversion details will be presented to provide field-by-field mapping (including how the values will be converted and edit and validation checks) from the legacy system to the new system, including the following:
 - 1. Any assumptions or proposed calculations involved in the conversion;
 - 2. Default values for required fields that do not exist in the legacy system(s) or a method to allow for missing data until all participants are on the new system;
 - 3. Methods for handling anomalies in the data between the systems (data elements with incompatible length and/or type between the systems, or data elements with stricter edit

requirements in the new system that fail those edits in the old);

4. How data elements that have been assigned default values by the automated conversion procedures will be populated with actual data once automated conversion is complete for a site.
5. How testing for data accuracy and any necessary data “clean up” procedures will be completed. It shall detail exception reports that will be produced by the conversion programs and provide for a fully auditable conversion of data files.

5.5.2.6 Submit a Training Plan presenting training objectives and draft training agendas for state administrative office staff, pilot clinic staff, and the remainder of the clinic staff. The plan must define a Knowledge Transfer Plan presenting plans for sufficient time and resources to accomplish a full transfer of knowledge to assure that the Nevada WIC Programs’ staff can operate the system independently and obtain timely and effective support from the contractor if needed. The plan must also present drafts of training materials, user help, and the overall training schedule, including number of days for each planned training session.

The Training Plan must define different training methodology, including hands-on-training to be used in the training session. Contractor must also present plans to provide training for the train-the-trainers, allowing select Nevada staff to be proficient in training on the use of the new Nevada WIC system. These train-the-trainers will be responsible for training after system implementation across the state. WIC staff will be responsible for policies and procedural changes which will need to be incorporated into the training materials, training presentation, and Policy and Procedure manuals. Upon receipt of the Training Plan, the Consortium will update the preliminary Training Plan to prepare the Nevada WIC Consortium Final Training Plan. The Plan must receive Consortium acceptance before it is executed.

5.5.2.7 Provide a Help Desk Support Plan that will include a description of how the Contractor will provide the Help Desk services for the Nevada WIC Programs staff for clinic and administrative office operations, beginning with the system pilot and continuing through statewide implementation and for one (1) additional year. The plan must include the approach to ensure the Contractor Help Desk staff are adequately trained and staffed to support necessary services to the Nevada WIC Program staff. The Help Desk Support Plan must include a training plan and materials for Help Desk staff, a schedule for implementation of the Help Desk coordinated with system transfer and modification activities, and instructions for establishing a database of problems and solutions. The plan must also address

the involvement of Nevada WIC staff during the Contractor's provision of the services, and how the Contractor will transition the Help Desk services to the Nevada WIC Consortium after a period of time. It is expected that the Contractor will provide all necessary help desk services during pilot and statewide rollout and for up to one (1) year post-implementation.

- 5.5.2.8 Provide a Telecommunications Plan to define any necessary revisions to the current telecommunications in use for the Nevada WIC Programs' operations. The Nevada WIC Consortium staff will prepare a review of the telecommunications network at the state administrative offices and each clinic location. The Telecommunications Plan must present an assessment of those telecommunications network reviews and how the locations meet, or need upgrades to meet, the telecommunications for new system operations. If telecommunications are not sufficient at any of the Nevada WIC locations, the assessment must describe the changes necessary to meet the new system needs.
- 5.5.2.9 Provide a System Operations Plan defining the hardware and software requirements, staffing required, staff duties, and other issues necessary to address for the successful operations of the system hosting. If it has been determined that the Nevada IT staff will perform the system hosting activities, the System Operations Plan will include, but not be limited to, hardware configuration, procedures to complete necessary activities, troubleshooting guidelines, software delivery plans, staffing requirement guidance, version control procedures, backup procedures, telecommunication requirements, and the plan for staff training and guidance. If the Contractor is to complete the system hosting activities the plan will include, but not be limited to, the definition of Nevada WIC operations conversion plans, version control procedures, backup procedures, staffing plan, and ongoing system quality assurance tests. The plan will be delivered in initial form with review to be completed by the Nevada WIC Consortium.
- 5.5.2.10 Provide a Security Plan which will define processes and procedures for maintaining security for hardware, software, and data and providing data integrity during all phases of implementation and operation. The plan must include a process for ongoing security assessments and certifications. Processes and procedures for preventing access to data by unauthorized persons must be described. Data encryption standards and public key/private key access controls must also be described in detail. The contractor will be responsible for assisting the Consortium staff with security audits as needed. Upon receipt of the contractor's Security Plan, the Consortium Project Manager will update the Consortium's Project preliminary Security Plan to present to FNS as the Nevada WIC Consortium Final Security Plan.

- 5.5.2.11 Provide a Continuity of Operations/Disaster Recovery Plan for data backup and data recovery to ensure that the system can continue to operate in the event of unexpected destruction of hardware or software or telecommunication through system failure or natural disasters. This plan must address all areas, such as arrangements for backup hardware or processing sites, off-site data storage, schedule for creation of backup media, distribution of disaster EBT cards and detailed recovery procedures for all anticipated types of disasters. Upon receipt of the Continuity of Operations/Disaster Recovery Plan, the Consortium Project Manager will prepare the Nevada WIC Consortium Final Continuity of Operations/Disaster Recovery Plan.
- 5.5.2.12 Assist the Nevada WIC Programs' staff to complete all Business Rule changes and Policy and Procedure revisions necessary to be in sync with the MPSC system operational procedures. The Contractor shall use the document completed for activity *Project Deliverable 5.5.3.3: Program System Documentation*, for completion of the JAD sessions as part of this deliverable.

5.5.3 Deliverables for Phase 2

5.5 PHASE 2 SYSTEM DESIGN CONFIRMATION DELIVERABLES			
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE	ACTIVITY	STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)
5.5.3.1	System Functionality Presentations, Paradigm Reviews and Design Confirmation	5.5.2.1	10
5.5.3.2	Design Confirmation Memorandum	5.5.2.2	10
5.5.3.3	Program System Documentation	5.5.2.3	10
5.5.3.4	Hardware, Software and System Capacity Plan	5.5.2.4	10
5.5.3.5	System Implementation and Data Conversion Plan	5.5.2.5	10
5.5.3.6	Training Plan	5.5.2.6	10
5.5.3.7	Help Desk Support Plan	5.5.2.7	10
5.5.3.8	Telecommunications Plan	5.5.2.8	10
5.5.3.9	System Operations Plan	5.5.2.9	10
5.5.3.10	Security Plan	5.5.2.10	10
5.5.3.11	Continuity of Operations/Disaster Recovery Plan	5.5.2.11	10
5.5.3.12	JAD Sessions for Review of State Business Rules	5.5.2.12	N/A

5.6 PHASE 3 - SYSTEM TESTING PLANNING AND PREPARATION

5.6.1 Objective of Phase 3

The objective of this phase is to plan and conduct comprehensive technical testing of the MPSC system to be implemented in Nevada WIC clinics and state administrative offices.

5.6.2 Activities of Phase 3

The awarded contractor must:

5.6.2.1 Present a System Testing Plan defining how the Nevada WIC Programs' MIS system will be tested. The plan must address the multiple forms of testing presented herein using the Nevada system interfaces, parameter selections, data, and selected system functionality. The plan must also present the means planned to track errors, prepare resolutions, and provide regression tests for any error corrections completed. This plan will be approved by the Consortium, the QA Contractor, and FNS.

Once the contractor's internal testing is completed, the contractor will formally advise the Consortium that the system is ready for UAT. The system will be ready for UAT only after the contractor has performed a thorough system qualification test of all system functionality, and that test has recorded no errors. During the system technical testing activity, the contractor must schedule periodic reviews for the Consortium staff. The purpose of these reviews is to measure overall progress and status of the system testing activities. These reviews will be conducted at the Consortium staff's option and may include the QA Contractor, the MP Users Group, and FNS.

5.6.2.2 Coordinate System Interface/Interaction System Review JAD Meetings with the EBT Contractor and the Consortium staff to define the interface requirements for the MPSC and EBT systems. The purpose of these meetings is to confirm the details of the functional requirements and data transfer requirements for the Nevada WIC EBT system, including screens, processes, and outputs of each of the state administrative and clinic functional areas of the system. These meetings are estimated to require approximately ten (10) days of design sessions. Contractor will be required to take the lead on the meetings necessary to define the functions, features and telecommunication points which will be a part of the systems interactions and seamless data transmission for EBT food benefit issuance and tracking. Contractor will be responsible for recording and reporting to the Consortium Project Manager all system interface accomplishments, issues and concerns.

5.6.2.3 Be responsible for EBT Interface Design and Testing which will define all data element tracking of all data transmission for the EBT System Interface and Interactions with the MPSC system. The

Contractor will work directly with the Nevada EBT Contractor to ensure that the EBT system interface design and testing issues necessary to address the required accurate and effective interactions between the MPSC system and the Nevada WIC EBT system is completed according to the agreements with the Nevada WIC Consortium staff, the MP Users Group, and the Nevada WIC EBT Contractor staff. The contractor shall work with the EBT Contractor to complete full internal testing of the EBT data conversion and EBT system interface prior to the Consortium's UAT.

- 5.6.2.4 Be required to conduct Complete System Technical Testing of the MPSC system functionality. This testing will include complete system testing of all MPSC system planned for implementation into Nevada WIC Programs' clinics and state administrative offices, including but not limited to: EBT system issuance, EBT data tracking and EBT reporting, separate fiscal and report management for ITCN versus the Nevada State WIC Program, and data conversion and reporting according to the approved Final Testing Plan.
- 5.6.2.5 Once the contractor determines that the system is ready for demonstration to the Consortium, a System Functional Demonstration will be completed. The demonstration shall present the full MPSC system functionality as it will be used in Nevada plus the EBT system interface. The demonstration must include the performance of a full household certification process, from scheduling of an appointment using the system appointment calendar through recording all certification data, food benefit issuance and reissuance to the EBT Contractor, and benefit reconciliation, with no errors. The demonstration should also include a demonstration of system security via user access, reporting, and caseload, fiscal, and vendor management. The functional demonstration shall be conducted onsite in Carson City and made available for Consortium and FNS staff members interested in attending. If there are any errors (other than minor cosmetic errors) during the demonstration, the UAT will not proceed and a plan for error correction must be completed.
- 5.6.2.6 Provide comprehensive Training Materials for use by their training staff for initial system training of all system end users prior to the new system implementation. (Note: The contractor will have available for use the training materials used previously in MPSC system training, and all previously prepared MPSC system user and operations manuals. These manuals are available from the MP Users Group and can be modified for use specific to Nevada training sessions.) After use of these training materials at the initial trainings, the forms and documents will be revised by the contractor, as needed, in order that they may be used by WIC clinic and state administrative office staff for ongoing system training. In addition, the contractor must develop and install a training/test area on the

system servers for both initial and ongoing training and enhancement testing.

Manuals describing in detail how to operate the system to complete all WIC clinic and administrative tasks must be provided. Required manuals will include, but may not be limited to those for clinic application users, state administrative office financial application users, state administrative office vendor management application users, EBT interface users and central host site operations. These manuals shall be available in both electronic and hardcopy form. The users' manuals will contain, at a minimum, an explanation of the following:

- A. How to use each screen in the system;
- B. How to generate each system report;
- C. How to maintain system security and user access;
- D. How to maintain the system's databases;
- E. How to troubleshoot system communications (LANs, modem connections, Internet connections, etc.);
- F. How to complete the system functions (schedule an appointment, certify a participant, transfer a participant, issue benefits, void and reissue benefits, etc.);
- G. A complete list of error messages and warnings, what each means, and remedial action for each;
- H. How to utilize the system documentation;
- I. How to start and shut down system hardware;
- J. How to bring up new and existing communications links;
- K. How to manage the servers (fault tolerance, load balancing, failover, redundancy, etc.);
- L. A complete list of error messages, what each means, and remedial action (including "restart" procedures) for each; and
- M. How to troubleshoot system errors including communications errors (LANs, modem connections, Internet connections, EBT interface, etc.)

5.6.3 Deliverables for Phase 3

5.6 PHASE 3 SYSTEM TESTING PLANNING AND PREPARATION DELIVERABLES			
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE	ACTIVITY	STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)
5.6.3.1	System Testing Plan	5.6.2.1	30
5.6.3.2	EBT System Interface/Interaction System Review JAD Meetings	5.6.2.2	N/A
5.6.3.3	EBT Interface Design and Testing	5.6.2.3	N/A
5.6.3.4	Complete System Technical Testing	5.6.2.4	N/A
5.6.3.5	System Functional Demonstration	5.6.2.5	10
5.6.3.6	Provide Comprehensive Training Materials, User Manuals and Operations Manuals	5.6.2.6	15

5.7 PHASE 4 - USER ACCEPTANCE TEST (UAT)

5.7.1 Objective of Phase 4

The objective of this phase is for the contractor to assist the Consortium staff with a system User Acceptance Testing (UAT) ensuring the system is ready for the System Pilot.

5.7.2 Activities for Phase 4

The awarded contractor must:

5.7.2.1 Complete Central Operation and Test Bed Site Preparation. Upon completion of contractor’s system internal testing, and achievement of certification of readiness for Nevada WIC UAT, contractor must prepare and install the software and assist the Consortium staff in the installation of the hardware, other (non-MPSC system) software, and telecommunication necessary for the UAT. Contractor must also provide for the testing of telecommunications, Nevada data conversion, system backup and remote clinic site use of clinic synchronization.

5.7.2.2 Provide system training to all those staff that plan to take part in the UAT. The training will be an overview of all system functions with sufficient details regarding the functions in the area of the system which the staff member plans to complete. The training will ensure that the Consortium staff will be able to complete the test procedures accurately and with minimal assistance. Training will take place prior to the start of any UAT sessions (i.e. as new staff

attend subsequent weeks of UAT).Manuals shall be made available to help staff with functions that may need additional assistance to complete. The WIC Directors plan to involve the majority of the Programs' staff in UAT, thus providing initial training to ease the burden of training prior to statewide rollout; allowing for "buy in" of the new system; and to provide thorough system testing by a wide variety of staff roles, expertise and opinions.

5.7.2.3 Provide onsite assistance while the Consortium staff complete system UAT (using test scripts provided by the QA Contractor and the Consortium Project Manager). Contractor staff must be available for assistance with questions regarding system functionality, system operations consultation, and problem resolution during the UAT. Contractor, working with the QA Contractor, will provide an error tracking database for the capture, reporting, and tracking of errors identified during UAT. This error tracking database will provide for the following data elements at a minimum:

- A. Test procedure name and number;
- B. System module under testing;
- C. Test date and time;
- D. Name of tester;
- E. Description of error;
- F. Severity of error;
- G. Steps taken when error discovered;
- H. Additional data regarding the error (participant ID and name, clinic, etc.);
- I. Relevant attachments;
- J. Error number assigned (for tracking purposes);
- K. Contractor's response;
- L. Resolution description;
- M. Date error fixed, if applicable;
- N. Date error tested by contractor;
- O. Date error regression tested by Consortium staff;
- P. Description of result of regression test; and

Q. Error closure date.

5.7.2.4 If corrections of UAT errors are necessary, the contractor will complete fixes, if possible, or document the errors and arrange for fixes through the MPSC Maintenance Contractor for the UAT recorded errors. All errors corrected will be fully tested by the contractor prior to Consortium staff testing during the second phase of UAT and/or regression testing. The resolution to the recorded errors will be documented in the UAT error tracking database.

5.7.2.5 If regression testing is necessary the contractor will provide onsite assistance while the Consortium completes system UAT regression testing. Contractor staff must be available for assistance with questions, error testing, questions regarding system functionality, system operations consultation, and problem resolution during the UAT regression testing.

5.7.3 Deliverables for Phase 4

5.7 PHASE 4 USER ACCEPTANCE TEST DELIVERABLES			
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE	ACTIVITY	STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)
5.7.3.1	Central Operation and Test Bed Site Preparation	5.7.2.1	5
5.7.3.2	UAT Training	5.7.2.2	N/A
5.7.3.3	UAT Test Support	5.7.2.3	N/A
5.7.3.4	Correction of UAT Errors	5.7.2.4	N/A
5.7.3.5	Regression Testing (if needed)	5.7.2.5	20 Days after completion of UAT

5.8 PHASE 5 - SYSTEM PILOT TEST

5.8.1 Objective of Phase 5

The objective of this phase is for the completion of a System Pilot Test thus ensuring the system is ready for the System Statewide Implementation.

5.8.2 Activities for Phase 5

The awarded contractor must:

5.8.2.1 Complete a Pilot Implementation Plan detailing the assignment of responsibilities, and schedule for successful completion of all activities for the system implementation for the pilot.

- 5.8.2.2 Conduct a Pilot Initiation Meeting involving all parties who will be a part of the pilot operations – namely the pilot clinic staff, WIC management staff, select other Consortium staff, the QA Contractor and FNS staff. The meeting will be conducted by contractor, with time for other attendees to ask questions or voice concerns. Contractor must provide a technical Pilot Initiation Meeting Memorandum documenting all agreements, understandings, and contingencies resulting from the Pilot System Initiation Meeting. The memorandum is to be provided within two (2) working days of the meeting.
- 5.8.2.3 Train the clinic and state administrative office staff members that will participate in the pilot. Contractor will provide this training face-to-face and complete the training according to the Final Training Plan and contractor-prepared training materials and manuals. At the completion of the training, the trainees will be asked to evaluate the training sessions and the training materials and manuals. Contractor will make revisions to the training sessions, training materials, and manuals based on the comments in preparation for future training needs.
- 5.8.2.4 Convert the pilot database according to the Data Conversion Plan previously approved by the Consortium. Contractor shall be responsible to ensure the accuracy and completeness of the converted data.
- 5.8.2.5 Prepare and install the software at the pilot location and assist the Consortium staff with hardware installation, other (non-MPSC system) software, and telecommunications necessary for the pilot site operations.
- 5.8.2.6 Provide onsite support for a minimum of the first two (2) weeks of pilot clinic operation to the staff taking part in the pilot. During the remainder of the three (3) month pilot, clinic staff will be asked to address their issue through the contractor-provided Help Desk. Contractor staff will also provide consultation support with pilot issues to the Consortium Project Manager or other Consortium staff members as needed.
- 5.8.2.7 Establish and provide Help Desk services. The services will be provided throughout the pilot, the system statewide rollout and the initial period of operations (one (1) year from the completion of statewide rollout). After this period the contractor will be responsible for transitioning of the Help Desk services to the Nevada WIC staff. Contractor will involve Consortium staff who will assume Help Desk Services after the one (1) year post implementation of contractor provided Help Desk Services. Contractor will be responsible to ensure Consortium staff members are adequately trained and have necessary Help Desk Services support materials for tracking, analyzing and resolving questions

received at the Help Desk.

- 5.8.2.8 Provide system hosting or system hosting assistance. Based on the means by which hosting service will be provided, as determined at contract negotiation, contractor will provide the agreed upon hosting service option. The services will be provided beginning with the UAT and throughout the pilot and statewide system implementation. If contractor is to provide the hosting services, the period of the contracted operations will be for an additional one (1) year from the completion of statewide rollout. After this period the state may extend the service with the contractor to continue or contractor will be responsible for the training and transitioning of the Hosting services to the Nevada WIC staff. If the State is to provide the services, the contractor will be responsible to provide ongoing assistance as needed for throughout the system implementation and for one (1) year.
- 5.8.2.9 Provide to the Consortium staff an ongoing, up-to-date Issues Log detailing all identified errors and problems and their potential remedies. As errors, problems, or issues are reported during Pilot operations, the contractor will record the issue, the details regarding the issue, and the possible resolution details in the Issues Log. The recorded issues on the Issues Log will be discussed with the Consortium Project Manager and other Consortium staff as applicable. If a resolution to the issue is possible the contractor will provide the corrective action. If resolution is not possible or feasible the contractor will complete necessary detail in order to fully document the issue for possible future resolution.
- 5.8.2.10 Complete (or if outside of the authority of the contractor, document and forward to the MPSC System Maintenance Contractor for completion) all errors reported during the system pilot within the contractor's established change control and configuration management methodology. Directly following the end of the pilot, the pilot operations staff, the contractor, the QA Contractor, the Consortium Project Coordinator, the ESC members, and other interested Consortium or FNS staff will convene for a post-pilot implementation meeting to evaluate the system pilot. The evaluation will address the following factors:
- A. What are areas of concern with the MPSC system, based on users' assessments?
 - B. Are there any errors or problems that have not been, but need to be addressed?
 - C. Is the system reliable?
 - D. Does the system meet all Nevada WIC Programs' requirements?

- E. Does the system provide overall user satisfaction for the pilot staff?
- F. Was data available and accurate for system operations and report production?
- G. Was the assistance from online help, help messages, and user manuals adequate?
- H. Is the system secure and providing system integrity?
- I. Are there areas in the training, implementation, and operations that could be improved upon?
- J. Is the system ready to be implemented in the rest of the WIC clinics and administrative offices in Nevada?
- K. Are the training sessions and training materials ready to be used for the rest of the statewide implementation?
- L. Are system operations ready to be implemented into the rest of Nevada WIC Programs?

5.8.3 Deliverables for Phase 5

5.8 PHASE 5 SYSTEM PILOT TEST DELIVERABLES			
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE	ACTIVITY	STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)
5.8.3.1	Pilot Implementation Plan	5.8.2.1	10
5.8.3.2	Pilot Initiation Meeting and Memorandum	5.8.2.2	10
5.8.3.3	Pilot Training	5.8.2.3	N/A
5.8.3.4	Data Conversion for the Pilot	5.8.2.4	N/A
5.8.3.5	Installation of Pilot Software, Hardware and Telecommunications	5.8.2.5	N/A
5.8.3.6	System Support for the Pilot	5.8.2.6	N/A
5.8.3.7	Help Desk Services	5.8.2.7	N/A
5.8.3.8	Hosting Service/Assistance	5.8.2.8	N/A
5.8.3.9	Pilot Issue Log and Resolution	5.8.2.9	N/A
5.8.3.10	Evaluate Pilot, Modify and Retest if necessary	5.8.2.10	20

5.9 PHASE 6 - STATEWIDE DATA CONVERSION

5.9.1 Objective of Phase 6

The objective of this phase is to complete accurate data conversion in preparation of statewide system rollout.

5.9.2 Activities for Phase 6

The awarded contractor must:

5.9.2.1 Convert the clinic data according to the Data Conversion Plan previously approved by the Consortium. Contractor will perform data conversion validation tests to ensure all clinics and state administrative offices data is converted completely and accurately and available for use in the new system.

5.9.2.2 Provide report testing and validation. Once the data conversion is completed, a report validation will be required to be performed. Contractor will be required to work with Nevada WIC Consortium staff to test the accuracy of the MPSC system report which will be used by the Nevada WIC Programs.

5.9.3 Deliverables for Phase 6

5.9 PHASE 6 STATEWIDE DATA CONVERSION DELIVERABLES			
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE	ACTIVITY	STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)
5.9.3.1	Data Conversion for all Clinics	5.9.2.1	
5.9.3.2	Report Validation	5.9.2.2	

5.10 PHASE 7 - TRAINING

5.10.1 Objective of Phase 7

The objective of this phase is for the contractor to prepare for and complete training of all WIC staff system users.

5.10.2 The awarded contractor must:

5.10.2.1 Provide a complete set of updated training materials, forms, user manuals and other materials necessary for clinic staff training for all system operations at the local clinics. The final documents shall include any revisions made after use for pilot training and pilot operations. The documents shall be available in both electronic and hard copies.

5.10.2.2 Provide experienced training staff prepared to train all clinic staff. The clinic staff training will take place at the clinic or a convenient

location near the clinic site. These training sessions will be scheduled for approximately four (4) full days and take place as close to the first day of implementation as possible. After completion of the clinic staff training and prior to the initiation of clinic operations, the clinic staff will be provided with an opportunity to practice in their own clinic for a day. These sessions are planned for a minimum of three (3) training sessions, one (1) in the northern part of Nevada (likely Reno) and two (2) in the southern part of Nevada (likely Las Vegas). It is expected that each session will last approximately three (3) days and include ample opportunity for staff to “practice”.

The contractor will also complete train-the-trainer for selected clinic and state administrative staff to serve as trainer to clinic staff in future trainings.

All training sessions must include the multiple methodologies of training as defined in the final Training Plan, with an emphasis for hands on training and “mock clinic” practice. Contractor’s trainer will provide an agenda, quick reference handouts and all applicable training materials for all training sessions. The training must address all functionality of the new system including how the system interacts with the current EBT system. The training sessions will make use of the training materials provided by the contractor, including training agenda, scenarios for “mock clinic” practice, and user manuals.

5.10.2.3 Train the Nevada State and the ITCN WIC Programs’ state administrative office staff in each area of system functionality as it pertains to their WIC Program roles. These role based training sessions will include training for vendor management staff, financial management staff, clinic operations and caseload management staff, statistician and report production staff, the database manager and other personnel for system operations, as needed. This training will be face-to-face and held in Carson City. The length of the training will be determined by contractor’s training staff based on the area of training and the number of staff receiving the training.

5.10.3 Deliverables for Phase 7

5.10 PHASE 7 TRAINING			
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE	ACTIVITY	STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)
5.10.3.1	Final Forms, Training Handbooks, User Manuals (electronic and hardcopies) and Other Materials	5.10.2.1	10

5.10 PHASE 7 TRAINING			
5.10.3.2	Training for Clinic Staff for Statewide Implementation	5.10.2.2	N/A
5.10.3.3	Training for State Administrative Office Staff	5.10.2.3	N/A

5.11 PHASE 8 - SYSTEM ROLLOUT

5.11.1 Objective of Phase 8

The objective of this phase is for the contractor to prepare for and complete statewide system rollout.

5.11.2 Activities for Phase 8

The awarded contractor must:

5.11.2.1 Prepare and present a Statewide Rollout Implementation and System Operations Plan detailing the assignment of responsibilities and schedule for successful completion of all activities for the system implementation of the statewide rollout. The plan will also include the assignment of responsibilities and schedule for successful hosting and system operations.

5.11.2.2 Complete a System Rollout Initiation Meeting. Following successful completion of the pilot, contractor, the ESC, the Consortium Project Coordinator, other Consortium staff, and the QA Contractor will convene to discuss and review the Project Management Plan, Work Plan and Schedule, and deliverables for the rollout of the Nevada WIC system to the remaining agencies. As part of the System Rollout Initiation Meeting, the contractor shall present results of the contractor completed clinic and state administrative office site analysis reports. Contractor must make recommendations based on their review of the site analysis reports to ensure that all sites will be suitably prepared for system installation and implementation.

Contractor must provide a technical memorandum documenting all agreements, understandings, and contingencies resulting from the System Rollout Initiation Meeting. The memorandum is to be provided within two (2) working days of the meeting.

5.11.2.3 Manage and participate in statewide system rollout. During implementation across Nevada, the Contractor will be required to assist the Nevada IT staff with implementation of the hardware and software in each of the Nevada State and ITCN WIC Programs clinics and state administrative offices, clinic site pre-operations testing of system telecommunication, and operations and hardware and software performance with the new system. The hardware setup

will be the responsibility of the Nevada IT staff. However, the Contractor will coordinate with these staff members to ensure the software is installed and works properly at each user's workstation and all telecommunication protocols perform correctly. The contractor will provide experienced staff to be available onsite for the first two (2) days of clinic operations in the local agency implementing the new system.

- 5.11.2.4 Provide system implementation operation support which will include operation of help desk services and assistance with system hosting services. These services will be completed according to the finalized System Operational Plan.
- 5.11.2.5 Provide an ongoing, up-to-date issue log to Consortium staff detailing all identified errors and their remedy, or potential remedy. Contractor will be responsible for maintaining complete documentation of all reported system issues, concerns, and errors. A plan for resolution for each reported system issue will be defined and recorded by the contractor. If an error or issue of concern would involve a system code change, and after consultation with the Consortium staff and potentially the MP Users Group, a decision will be made as to what errors or issues can be addressed and how. (The requirements of the MP Users Group are that the system code is under the control of the Users Group, and code changes or system modifications to the MPSC system will not be completed without approval of the MP Users Group's Change Control Board and only done by the MPSC System Maintenance and Enhancement Contractor.)
- 5.11.2.6 Assist as requested, the QA Contractor with the completion of the post-implementation reviews and the system approval and certification process. The QA Contractor will conduct an independent post-implementation assessment of the new system; inclusive of its achievement of compliance with all prepared planning documents and certification of the system according to industry standards. To conduct this assessment, the QA Contractor will complete clinic site visits and interviews with several of the clinics' staff members. The QA Contractor will provide verification and certification documentation that specifies all software, policies, procedures, reporting and equipment are functioning as planned. This verification will occur after any requested corrections or revisions are completed. Contractor will attend a meeting with the Consortium staff and the QA Contractor to discuss the post implementation evaluation. The QA Contractor will provide a technical memorandum documenting all agreements, understandings, and contingencies resulting from this system implementation evaluation meeting. Contractor will be asked to contribute to this technical memorandum as needed. After consultation with the Consortium Project Manager, the contractor will make any applicable error resolutions and determination will be

made as to the plan of action for any necessary system corrections, if applicable.

5.11.3 Deliverables for Phase 8

5.11 PHASE 8 SYSTEM ROLLOUT			
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE	ACTIVITY	STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)
5.11.3.1	Statewide Rollout Implementation and System Operations Plan	5.11.2.1	10
5.11.3.2	System Rollout Initiation Meeting and Memorandum	5.11.2.2	5
5.11.3.3	Manage and Participate in the Statewide Rollout	5.11.2.3	N/A
5.11.3.4	System Implementation Operation Support	5.11.2.4	N/A
5.11.3.5	Documentation of Reported System Issues and Resolutions	5.11.2.5	N/A
5.11.3.6	Post Implementation Review and Meeting	5.11.2.6	N/A

5.12 PHASE 9 – SYSTEM OPERATIONS AND MAINTENANCE

5.12.1 Objective of Phase 9

The objective of this phase is for the contractor to prepare for and complete statewide system rollout.

5.12.2 Activities for Phase 9

The awarded contractor must:

5.12.2.1 Provide the contracted system Hosting Support Operations Services for a minimum of one (1) year following the completion of statewide rollout. The hosting option selected during proposal review and contract negotiations and then discussed during design JAD meetings, will be finalized during the planning phase and presented in detail in the contractor’s ***Deliverable 5.11.3.1: Statewide Rollout Implementation and System Operations Plan***. The contractor shall also be available throughout the statewide system implementation with the provision of consultation to Consortium staff regarding system implementation issues or areas of concern.

5.12.2.2 Provide all necessary Help Desk support for local agency and clinic staff and the staff from the Nevada State and ITCN WIC Programs’

state administrative offices for one (1) post statewide system rollout completion. The specifics of the services to be provided by the contractor will be discussed during contract negotiations and design JAD meetings and presented in the Help Desk Plan (contractor's ***Deliverable 5.5.3.7: Help Desk Support Plan***) After the year (or longer if a contract extension is completed for system operations) of the provision services, contractor will fully transition the services to the Nevada WIC Programs staff members. Specific Nevada WIC Programs staff will be involved in the provision of Help Desk services throughout the period of contractor provided services to aid in the transition process.

- 5.12.2.3 Provide an ongoing up-to-date Error Log detailing all identified errors and problems and their proposed remedies. All necessary repairs will be completed by the MPSC System Enhancement and Maintenance Contractor under the direction of the MP Users Group. Contractor must correct these defects, errors, or bugs that are a not a result of any system coding discovered throughout the statewide implementation process. Contractor must provide the Consortium and the MP Users Group with a written report of any system defects or errors that are a result of system coding. All change orders involving code changes must be documented and approved by the MP Users Group (which will include the Nevada WIC Consortium) for determination as to how the completion will be addressed.

All system software warranty will be under the direction of the MP Users group, thus any required system modifications and repairs will be completed, as directed by the MP Users Group, by the MPSC Maintenance Contractor. Contractor's responsibilities in this regard will be to document and report known issues to the Consortium, discuss the extent of the impact on the Nevada WIC Programs' operations, and work with the Consortium and the MP Users Group to address any system defects, errors or bugs recorded by the contractor during the first year of system operations following statewide implementation. Any errors that are discovered that are not a direct result of system coding will be the responsibility of the contractor for resolution, if possible. These errors would include data conversion or reporting errors as the result of data base population, data base management problems, or data transmission errors to or from the EBT system interface.

Contractor will also ensure all final system documents, training materials, Help Desk materials, and user/operation manuals will be in the possession of the Consortium prior to the end of the Contract.

5.12.3 Deliverables for Phase 9

5.12 PHASE 9 SYSTEM OPERATIONS AND MAINTENANCE			
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE	ACTIVITY	STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)
5.12.3.1	Hosting Support Operations Services for the Statewide System	5.12.2.1	N/A
5.12.3.2	Help Desk Support Services for the Statewide System	5.12.2.2	N/A
5.12.3.3	Ongoing Up-To-Date Error Log	5.12.2.3	N/A

6. COMPANY BACKGROUND AND REFERENCES

6.1 COMPANY INFORMATION

6.1.1 Companies must provide a company profile in the table format below.

Question	Response
Company name:	
Ownership (sole proprietor, partnership, etc.):	
State of incorporation:	
Date of incorporation:	
# of years in business:	
List of top officers:	
Location of company headquarters:	
Location(s) of the company offices:	
Location(s) of the office that will provide the services described in this RFP:	
Number of employees locally with the expertise to support the requirements identified in this RFP:	
Number of employees nationally with the expertise to support the requirements in this RFP:	
Location(s) from which employees will be assigned for this project:	

6.1.2 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state must register with the State of Nevada, Secretary of State’s Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded contractor, unless specifically exempted by NRS 80.015.

6.1.3 The selected contractor, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State’s Office pursuant to NRS76. Information regarding the Nevada Business License can be

located at <http://sos.state.nv.us>.

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

Is “Legal Entity Name” the same name as contractor is doing business as?

Yes		No	
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If “No”, provide explanation.

6.1.4 Contractors are cautioned that some services may contain licensing requirement(s). Contractors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

6.1.5 Has the contractor ever been engaged under contract by any State of Nevada agency?

Yes		No	
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If “Yes”, complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

6.1.6 Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes		No	
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If “Yes”, please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person will be performing or producing the services which you will be contracted to provide under this contract, you must disclose the identity of each such person in your response to this RFP, and specify the services that each person will be expected to perform.

- 6.1.7 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the contractor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the contractor’s ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP must also be disclosed.

Does any of the above apply to your company?

Yes		No	
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If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.

Question	Response	
Date of alleged contract failure or breach:		
Parties involved:		
Description of the contract failure, contract breach, litigation, or investigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

- 6.1.8 Contractors must review the insurance requirements specified in **Attachment E, Insurance Schedule for RFP 3149**. Does your organization currently have or will your organization be able to provide the insurance requirements as specified in **Attachment E**.

Yes		No	
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Any exceptions and/or assumptions to the insurance requirements **must** be identified on **Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP**. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, contractors must be specific. If contractors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Upon contract award, the successful contractor **must** provide the Certificate of Insurance identifying the coverages as specified in **Attachment E, Insurance Schedule for RFP 3149**.

- 6.1.9 Company background/history and why contractor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.
- 6.1.10 Length of time contractor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.
- 6.1.11 Financial information and documentation to be included in **Part III, Confidential Financial Information** of contractor's response in accordance with **Section 12.5, Part III – Confidential Financial Information**.
 - 6.1.11.1 Dun and Bradstreet Number
 - 6.1.11.2 Federal Tax Identification Number
 - 6.1.11.3 The last two (2) years and current year interim:
 - A. Profit and Loss Statement
 - B. Balance Statement

6.2 SUBCONTRACTOR INFORMATION

6.2.1 Does this proposal include the use of subcontractors?

Yes		No	
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If "Yes", contractor must:

- 6.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 6.2.1.2 If any part of contract activities are to be completed by subcontractor(s), contractor must:
 - A. Describe the relevant contractual arrangements;
 - B. Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and
 - C. Describe your previous experience with subcontractor(s).
- 6.2.1.3 Contractor must describe the methodology, processes and tools utilized for:
 - A. Selecting and qualifying appropriate subcontractors for the

- project;
 - B. Incorporating the subcontractor's development and testing processes into the contractor's methodologies;
 - C. Ensuring subcontractor compliance with the overall performance objectives for the project; and
 - D. Ensuring that subcontractor deliverables meet the quality objectives of the project.
- 6.2.1.4 Provide the same information for any proposed subcontractors as requested in **Section 6.1, Company Information**.
 - 6.2.1.5 Business references as specified in **Section 6.3, Business References** must be provided for any proposed subcontractors.
 - 6.2.1.6 Provide the same information for any proposed subcontractor staff as specified in **Section 6.4, Contractor Staff Skills and Experience Required**.
 - 6.2.1.7 Staff resumes for any proposed subcontractors as specified in **Section 6.5, Contractor Staff Resumes**.
 - 6.2.1.8 Contractor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the contractor.
 - 6.2.1.9 Contractor must notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in **Section 6.2, Subcontractor Information**. The contractor must receive agency approval prior to subcontractor commencing work.
 - 6.2.1.10 All subcontractor employees assigned to the project must be authorized to work in this country.

6.3 BUSINESS REFERENCES

- 6.3.1 Contractors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last five (5) years.
- 6.3.2 Business references must show a proven ability of:
 - 6.3.2.1 Developing, designing, implementing and/or transferring a large scale application with public and/or private sectors;
 - 6.3.2.2 Developing and executing a comprehensive System Test Plan;

- 6.3.2.3 Developing and implementing a comprehensive training plan;
 - 6.3.2.4 Experience with comprehensive project management;
 - 6.3.2.5 Experience with managing subcontractors, if subcontractors are to be used in this project;
 - 6.3.2.6 Experience and management of project communication and project status reporting; and
 - 6.3.2.7 Development and execution of a comprehensive project management plan and schedule.
- 6.3.3 Contractor must provide the following information for **every** business reference provided by the contractor and/or subcontractor:

The “Company Name” must be the name of the proposing contractor or the contractor’s proposed subcontractor.

Reference #:			
Company Name:			
<i>Identify role company will have for this RFP project (Check appropriate role below):</i>			
	CONTRACTOR		SUBCONTRACTOR
Project Name:			
Primary Contact Information			
Name:			
Street Address:			
City, State, Zip:			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Alternate Contact Information			
Name:			
Street Address:			
City, State, Zip:			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Project Information			
Brief description of the project/contract and description of services performed:			
Original Project/Contract Start Date:			
Original Project/Contract End Date:			
Original Project/Contract Value:			

Final Project/Contract Date:	
Was project/contract completed in time originally allotted, and if not, why not?	
Was project/contract completed within or under the original budget / cost proposal, and if not, why not?	

- 6.3.4 Contractors must also submit **Attachment F, Reference Questionnaire** to the business references that are identified in **Section 6.3.3**.
- 6.3.5 The company identified as the business references must submit the Reference Questionnaire directly to the Purchasing Division.
- 6.3.6 It is the contractor’s responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in **Section 10, RFP Timeline** for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the contractor’s score in the evaluation process.
- 6.3.7 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

6.4 CONTRACTOR STAFF SKILLS AND EXPERIENCE REQUIRED

The contractor shall provide qualified personnel to perform the work necessary to accomplish the activities defined in the Scope of Work. The Consortium must approve all awarded contractor resources. The Consortium reserves the right to require the removal of any member of the awarded contractor's staff from the project.

6.4.1 Project Manager Qualifications

The Project Manager assigned by the awarded contractor to the engagement must have:

- 6.4.1.1 A minimum of four (4) years of project management experience, within the last ten (10) years, in government or the private sector;
- 6.4.1.2 A minimum of three (3) years of experience, within the last ten (10) years, managing systems architecture and development projects;
- 6.4.1.3 A minimum of two (2) years of experience with systems analysis and design;
- 6.4.1.4 A minimum of two (2) years of experience with systems implementation;
- 6.4.1.5 Managed at least one (1) project within the past three (3) years that involved designing business processes and procedures and

developing new systems to support the new business processes; and

6.4.1.6 Managed at least one (1) project within the past three (3) years that involved communication and coordination of activities with external stakeholders.

6.4.2 Technical Lead Qualifications

The technical lead assigned by the awarded contractor must have:

6.4.2.1 A minimum of four (4) years of experience in systems design and development of automated systems;

6.4.2.2 A minimum of four (4) years of experience developing systems using a relational database;

6.4.2.3 A minimum of two (2) years of experience managing systems architecture and systems development projects; and

6.4.2.4 Worked with at least (1) project within the past three (3) years that involved conducting a pilot implementation and determining the readiness of the system production.

6.4.3 Testing and Implementation Lead Qualifications

The testing and implementation lead assigned by the awarded contractor must have:

6.4.3.1 A minimum of three (3) years of experience managing the implementation of new business processes and procedures and new automated systems to support the new business processes;

6.4.3.2 A minimum of two (2) years of experience preparing and executing test plans;

6.4.3.3 A minimum of two (2) years of experience coordinating system testing (internal testing, functional testing, UAT, etc.);

6.4.3.4 A minimum of two (2) years of experience preparing and executing pilot operations plans;

6.4.3.5 A minimum of two (2) years of experience preparing and executing system rollout plans; and

6.4.3.6 Completed at least one (1) project within the past three (3) years that involved a phased implementation where systems activities were coordinated between the old and new system environments.

6.4.4 Training Lead Qualifications

The training lead assigned by the awarded contractor must have:

- 6.4.4.1 A minimum of three (3) years of experience managing the implementation of new business processes and procedures and new automated systems to support the new business processes;
- 6.4.4.2 A minimum of two (2) years of experience development and management of training plans;
- 6.4.4.3 A minimum of two (2) years of experience in the development of training materials; and
- 6.4.4.4 Completed at least one (1) project within the past three (3) years that involved a phased implementation where systems activities were coordinated between the old and new system environments.

6.4.5 Individual Team Member Qualifications

Each member of the awarded contractor's project team must meet at least one (1) of the qualifications below. In addition, the aggregation of the individual qualifications of the team members must cumulatively meet all of the following requirements. These requirements are:

- 6.4.5.1 Two (2) years of experience within the last five (5) years analyzing and modeling business processes;
- 6.4.5.2 Two (2) years of experience within the last five (5) years designing online interfaces similar to those required for this project;
- 6.4.5.3 Three (3) years of experience within the last five (5) years developing systems using the relational database required for this project;
- 6.4.5.4 Three (3) years of experience within the last five years developing secure telecommunication and data transfer applications as defined for this project; and
- 6.4.5.5 Completed at least one (1) project within the past three (3) years that involved development and execution of communication and status reporting protocols.

6.5 CONTRACTOR STAFF RESUMES

A resume must be completed for each proposed individual on the State format provided in *Attachment I, Proposed Staff Resume*, including identification of key personnel per *Section 14.3.17, Key Personnel*.

6.6 PRELIMINARY PROJECT MANAGEMENT PLAN

- 6.6.1 Contractors must submit a preliminary Project Management Plan as part of the proposal, including, but not limited to:
 - 6.6.1.1 Gantt charts that show all proposed project activities;
 - 6.6.1.2 Planning methodologies;
 - 6.6.1.3 Milestones;
 - 6.6.1.4 Activity conflicts and/or interdependencies;
 - 6.6.1.5 Estimated time frame for each activity identified in *Section 5, Scope of Work*; and
 - 6.6.1.6 Overall estimated time frame from project start to completion for both Contractor and State activities, including strategies to avoid schedule slippage.
- 6.6.2 Contractors must provide a written plan addressing the roles and responsibilities and method of communication between the contractor and any subcontractor(s).
- 6.6.3 The preliminary Project Management Plan and the preliminary Work Plan and Schedule will be incorporated into the contract.
- 6.6.4 The first project deliverable is the finalized detailed Project Management Plan that must include fixed deliverable due dates for all subsequent project activities as defined in *Section 5, Scope of Work*. The contract will be amended to include the State approved detailed Project Management Plan.
- 6.6.5 Contractors must identify all potential risks associated with the project, their proposed plan to mitigate the potential risks and include recommended strategies for managing those risks.
- 6.6.6 Contractors must provide information on the staff that will be involved in the phases of the project. Contractors must include specific information on plans to accommodate the exchange of information and transfer of technical and procedural knowledge among the contractor's staff and between contractor and Consortium staff. The State encourages alternate methods of communication other than in person meetings, such as transmission of documents via email and teleconferencing, as appropriate.

6.7 PROJECT MANAGEMENT

Contractors must describe in their proposal their project management methodology and processes utilized for:

- 6.7.1 Project integration to ensure that the various elements of the project are properly coordinated;
- 6.7.2 Time management to ensure timely completion of the project. Include defining

activities, estimating activity duration, developing and controlling the project schedule;

- 6.7.3 Management of contractor and/or subcontractor issues and resolution process;
- 6.7.4 Responding to and covering requested changes in the project time frames;
- 6.7.5 Responding to Consortium generated issues;
- 6.7.6 Cost management to ensure that the project is completed within the approved budget. Include resource planning, cost estimating, cost budgeting and cost control;
- 6.7.7 Resource management to ensure the most effective use of people involved in the project including subcontractors;
- 6.7.8 Communications management to ensure effective information generation, documentation, storage, transmission and disposal of project information; and
- 6.7.9 Risk management to ensure that risks are identified, planned for, analyzed, communicated and acted upon effectively.

6.8 QUALITY ASSURANCE

Contractors must describe the quality assurance methodology and processes utilized by the contractor to ensure that the project will satisfy requirements as outlined in *Section 5, Scope of Work* of this RFP.

6.9 METRICS MANAGEMENT

Contractors must describe the metrics management methodology and processes utilized to satisfy requirements as outlined in *Section 5, Scope of Work* of this RFP. The methodology must include the metrics captured and how they are tracked and measured.

6.10 CONFIGURATION MANAGEMENT

Contractors must describe the methodology, processes and tools utilized for:

- 6.10.1 Control of changes to requirements;
- 6.10.2 Control of interface changes;
- 6.10.3 Traceability of requirements;
- 6.10.4 Tools to help control versions and builds;
- 6.10.5 Parameters established for system UAT and regression testing;
- 6.10.6 Baselines established for tools, change log and modules;

- 6.10.7 Documentation of the change request process including check in/out, review and regular testing;
- 6.10.8 Documentation of the system errors or change requests for the MP Users Group control board; and
- 6.10.9 Issue log that tracks open/closed system errors or issues.

7. PROJECT COSTS

The Cost Schedules to be completed for this RFP are embedded as an Excel spreadsheet in *Attachment K, Project Costs*.

All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded contractor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.

7.1 COST SCHEDULES

The cost for each deliverable must be complete and inclusive of any contractor expenses, such as travel, per diem and out-of-pocket expenses as well as administrative and/or overhead expenses. Each table in the Excel spreadsheet in *Attachment K, Project Costs* must be completed and detailed backup must be provided for all cost schedules completed.

7.1.1 Detailed Deliverable Cost Schedules

- 7.1.1.1 The schedules have been set up so that the sub-total from each deliverable cost schedule will automatically be transferred to the summary table in *Section 7.1.3, Summary Schedule of Project Costs (refer to Attachment K, Project Costs)*.

However, it is ultimately the proposer's responsibility to make sure that all totals are correctly transferred to the summary table in *Section 7.1.3, Summary Schedule of Project Costs (refer to Attachment K, Project Costs)* prior to submitting their cost proposal.

7.1.2 Other Associated Costs

Contractors must identify any other costs not covered on the Detailed Deliverable Cost Schedules and/or the cost schedules for any hardware and/or software proposed, as follows:

- 7.1.2.1 The schedule has been set up so that the sub-total from this cost schedule will automatically be transferred to the summary table in *Section 7.1.3, Summary Schedule of Project Costs (refer to Attachment K, Project Costs)*.

However, it is ultimately the contractor's responsibility to make sure that all totals are correctly transferred to the summary table in

Section 7.1.3, Summary Schedule of Project Costs (refer to Attachment K, Project Costs) prior to submitting their cost proposal.

7.1.2.2 Contractors must provide detailed information for each item identified.

7.1.3 Summary Schedule of Project Costs

Contractors must make sure that all totals from the Detailed Deliverable Cost Schedules, the cost schedules for any hardware and/or software proposed and other associated costs are transferred to ***Section 7.1.3, Summary Schedule of Project Costs (refer to Attachment K, Project Costs)***.

8. FINANCIAL

8.1 PAYMENT

8.1.1 Upon review and acceptance by the State, payments for invoices are normally made within 45 – 60 days of receipt, providing all required information, documents and/or attachments have been received.

8.1.2 Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment and services purchased under the provisions of this RFP electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

8.2 BILLING

8.2.1 There shall be no advance payment for services furnished by a contractor pursuant to the executed contract.

8.2.2 Payment for services shall only be made after completed deliverables are received, reviewed and accepted in writing by the State.

8.2.3 The contractor must bill the State as outlined in the approved contract and/or deliverable payment schedule.

8.2.4 Each billing must consist of an invoice and a copy of the State-approved deliverable sign-off form.

8.3 TIMELINESS OF BILLING

The State is on a fiscal year calendar. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August, that forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the contractor to an administrative fee not to exceed \$100.00. This is the estimate of the additional costs to the State for processing the billing as a stale claim and this amount will be deducted from the stale claims payment due the contractor.

9. WRITTEN QUESTIONS AND ANSWERS

In lieu of a pre-proposal conference, the Purchasing Division will accept questions and/or comments in writing, received by email regarding this RFP.

9.1 FIRST SET OF QUESTIONS AND ANSWERS

9.1.1 The RFP Question Submittal Form is located on the Services RFP/RFQ Opportunities webpage at <http://purchasing.state.nv.us/services/sdocs.htm>. Select this RFP number and the “Question” link.

9.1.2 The deadline for submitting questions is as specified in *Section 10, RFP Timeline*.

9.1.3 All questions and/or comments will be addressed in writing. An email notification that the amendment has been posted to the Purchasing website will be issued on or about the date specified in Section 10, RFP Timeline.

9.2 SECOND SET OF QUESTIONS AND ANSWERS

Additional questions may be submitted by the date and time specified in Section 10, RFP Timeline and according to the process identified in Section 9.1.1 through Section 9.1.3.

10. RFP TIMELINE

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT). These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time. The State also reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

Task	Date/Time
Access to Reference Library	On or about 08/07/2015
Deadline for submitting first set of questions	08/21/2015 @ 2:00 PM
Answers posted to website	On or about 09/04/2015
Deadline for submitting second set of questions	09/25/2015 @ 2:00 PM
Answers posted to website	On or about 10/09/2015
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 11/12/2015
Deadline for submission and opening of proposals	No later than 2:00 PM on 11/13/2015
Evaluation period (approximate time frame)	11/14/2015 - 11/24/2015
Contractor Presentation, if needed	12/07/2015 - 12/11/2015
Selection of vendor	On or about 12/14/2015

Task	Date/Time
Anticipated BOE approval	04/11/2016
Contract start date (contingent upon BOE approval)	04/15/2016

11. REFERENCE LIBRARY

11.1 GENERAL INFORMATION

- 11.1.1 A reference library containing reference materials describing the current system, applicable regulations and information pertinent to responding to this RFP can be obtained by contacting the MPSC User’s Group for access to the reference library maintained for the MPSC system and the FNS sponsored website, WIC Technology Partners..
- 11.1.2 Contractors are encouraged to review all documentation in the reference library.
- 11.1.3 While the State believes that this is the most accurate information available for the reference library at the time this RFP was released, the State makes no assurances or guarantees that all information and data presented is accurate or complete.

11.2 REFERENCE LIBRARY CONTENTS

- 11.2.1 The reference library contains the following information:
 - 11.2.1.1 Data dictionary of source data;
 - 11.2.1.2 List of Existing Reports;
 - 11.2.1.3 Detailed Functional Design Documentation (DFFD);
 - 11.2.1.4 Detailed Technical Specification Document (DTSD); and
 - 11.2.1.5 Other system related documents including but not limited to regulations governing the agency/project.

11.2.2 Access to Library

System documentation (the DTSD and the DFDD) and the MPSC system source code can be found on the WIC Technology Website at:

<http://www.wictechnologypartners.com>

From the link above, either log in or create an account. Once logged in, click on the link below or copy and paste into your browser.

<http://www.wictechnologypartners.com/solicitations/mpsc-source-code>

12. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

12.1 GENERAL SUBMISSION REQUIREMENTS

Contractors' proposals must be packaged and submitted in counterparts; therefore, vendors must pay close attention to the submission requirements. Proposals will have a technical response, which may be composed of two (2) parts in the event a contractor determines that a portion of their technical response qualifies as "confidential" as defined within *Section 2, Acronyms/Definitions*.

If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with *Section 12.3, Part I B – Confidential Technical and Section 12.5, Part III Confidential Financial Information*. Specific references made to the tab, page, section and/or paragraph where the confidential information can be located must be identified on *Attachment A, Confidentiality and Certification of Indemnification* and comply with the requirements stated in *Section 12.6, Confidentiality of Proposals*.

The remaining section is the Cost Proposal. Contractors may submit their proposal broken out into the three (3) sections required, or four (4) sections if confidential technical information is included, in a single box or package for shipping purposes.

The required CDs must contain information as specified in *Section 12.6.4*.

Detailed instructions on proposal submission and packaging follows and contractors must submit their proposals as identified in the following sections. Proposals and CDs that do not comply with the following requirements may be deemed non-responsive and rejected at the State's discretion.

- 12.1.1 All information is to be completed as requested.
- 12.1.2 Each section within the technical proposal and cost proposal must be separated by clearly marked tabs with the appropriate section number and title as specified.
- 12.1.3 Although it is a public opening, only the names of the vendors submitting proposals will be announced per NRS 333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two days in advance of the opening.
- 12.1.4 If discrepancies are found between two (2) or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one (1) copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one (1) copy to be used as the master.
- 12.1.5 For ease of evaluation, the proposal must be presented in a format that corresponds to and references sections outlined within this RFP and must be

presented in the same order. Written responses must be in ***bold/italics*** and placed immediately following the applicable RFP question, statement and/or section. Exceptions/assumptions to this may be considered during the evaluation process.

- 12.1.6 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Unnecessarily elaborate responses beyond what is sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the contractor's lack of environmental and cost consciousness. Unless specifically requested in this RFP, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

The State of Nevada, in its continuing efforts to reduce solid waste and to further recycling efforts requests that proposals, to the extent possible and practical:

12.1.6.1 Be submitted on recycled paper;

12.1.6.2 Not include pages of unnecessary advertising;

12.1.6.3 Be printed on both sides of each sheet of paper; and

12.1.6.4 Be contained in re-usable binders or binder clips as opposed to spiral or glued bindings.

- 12.1.7 For purposes of addressing questions concerning this RFP, the sole contact will be the Purchasing Division as specified on Page 1 of this RFP. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective contractors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

- 12.1.8 Any contractor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be received no later than the deadline for submission of questions.

The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.

Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

- 12.1.9 If a contractor changes any material RFP language, contractor’s response may be deemed non-responsive per NRS 333.311.

12.2 PART I A – TECHNICAL PROPOSAL

12.2.1 The technical proposal must include:

- 12.2.1.1 One (1) original marked “MASTER”; and
- 12.2.1.2 Six (6) identical copies.

12.2.2 The technical proposal **must not include** confidential technical information (refer to **Section 12.3, Part I B, Confidential Technical**) or cost and/or pricing information. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.

12.2.3 Format and Content

12.2.3.1 Tab I – Title Page

The title page must include the following:

Part I A – Technical Proposal	
RFP Title:	Implementation of MPSC WIC System to Nevada WIC Programs
RFP:	3149
Vendor Name:	
Address:	
Opening Date:	November 13, 2015
Opening Time:	2:00 PM

12.2.3.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

12.2.3.3 Tab III – Company Information Sheet

The company information sheet completed with an original signature by an individual authorized to bind the organization must be included in this tab.

12.2.3.4 Tab IV – State Documents

The State documents tab must include the following:

- A. The signature page from all amendments with an original

signature by an individual authorized to bind the organization.

- B. Attachment A – Confidentiality and Certification of Indemnification with an original signature by an individual authorized to bind the organization.
- C. Attachment C – Contractor Certifications with an original signature by an individual authorized to bind the organization.
- D. Attachment M – Certification Regarding Lobbying with an original signature by an individual authorized to bind the organization.
- E. Copies of any contractor licensing agreements and/or hardware and software maintenance agreements.
- F. Copies of applicable certifications and/or licenses.

12.2.3.5 Tab V - Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP

- A. ***Attachment B*** with an original signature by an individual authorized to bind the organization must be included in this tab.
- B. If the exception and/or assumption require a change in the terms or wording of any section of the RFP, the contract, or any incorporated documents, contractors ***must*** provide the specific language that is being proposed on ***Attachment B***.
- C. Only technical exceptions and/or assumptions should be identified on ***Attachment B***.
- D. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If contractors do not specify any exceptions and/or assumptions in detail at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

12.2.3.6 Tab VI – Section 4 – System Requirements

Contractors must place their written response(s) in ***bold/italics*** immediately following the applicable RFP question, statement and/or section.

12.2.3.7 Tab VII – Section 5 – Scope of Work

Contractors must place their written response(s) in ***bold/italics*** immediately following the applicable RFP question, statement and/or section.

12.2.3.8 Tab VIII– Section 6 – Company Background and References

Contractors must place their written response(s) in ***bold/italics*** immediately following the applicable RFP question, statement and/or section. This section must also include the requested information in ***Section 6.2, Subcontractor Information***, if applicable.

12.2.3.9 Tab IX – Attachment I – Proposed Staff Resume

Contractors must include all proposed staff resumes per ***Section 6.5, Contractor Staff Resumes*** in this section. This section should also include any subcontractor proposed staff resumes, if applicable.

12.2.3.10 Tab X – Preliminary Project Management Plan and Schedule

Contractors must include the preliminary Project Management Plan and the proposed schedule (see Attachment O) in this section.

12.2.3.11 Tab XII – Other Informational Material

Contractors must include any other applicable reference material in this section clearly cross referenced with the proposal.

12.3 PART I B – CONFIDENTIAL TECHNICAL PROPOSAL

12.3.1 Contractors only need to submit Part I B if the proposal includes any confidential technical information (***Refer to Attachment A, Confidentiality and Certification of Indemnification***).

12.3.2 The confidential technical proposal must include:

- 12.3.2.1 One (1) original marked “MASTER”; and
- 12.3.2.2 Six (6) identical copies.

12.3.3 Format and Content

12.3.3.1 Tab I – Title Page

The title page must include the following:

Part I B – Confidential Technical Proposal	
RFP Title:	Implementation of MPSC WIC System to Nevada WIC Programs
RFP:	3149
Contractor Name:	
Address:	

Part I B – Confidential Technical Proposal	
Opening Date:	November 13, 2015
Opening Time:	2:00 PM

12.3.3.2 Tabs – Confidential Technical

Contractors must have tabs in the confidential technical information that cross reference back to the technical proposal, as applicable.

12.4 PART II – COST PROPOSAL

12.4.1 The cost proposal must include:

- 12.4.1.1 One (1) original marked “MASTER”; and
- 12.4.1.2 Six (6) identical copies.

12.4.2 The cost proposal must not be marked “confidential”. Only information that is deemed proprietary per NRS 333.020(5)(a) may be marked as “confidential”.

12.4.3 Format and Content

12.4.3.1 Tab I – Title Page

The title page must include the following:

Part II – Cost Proposal	
RFP Title:	Implementation of MPSC WIC System to Nevada WIC Programs
RFP:	3149
Contractor Name:	
Address:	
Opening Date:	November 13, 2015
Opening Time:	2:00 PM

12.4.3.2 Tab II – Cost Proposal

Cost proposal must be in the format identified in **Attachment K, Project Costs**.

12.4.3.3 Tab III – Attachment L, Cost Proposal Certification of Compliance with Terms and Conditions of RFP

- A. **Attachment L** with an original signature by an individual authorized to bind the organization must be included in this tab.
- B. In order for any cost exceptions and/or assumptions to be considered, contractors **must** provide the specific language that is being proposed on **Attachment L**.

- C. Only cost exceptions and/or assumptions should be identified on **Attachment L**.
- D. **Do not restate** the technical exceptions and/or assumptions on this form.
- E. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If contractors do not specify any exceptions and/or assumptions in detail at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

12.5 PART III – CONFIDENTIAL FINANCIAL INFORMATION

12.5.1 The confidential financial information part must include:

- 12.5.1.1 One (1) original marked “MASTER”; and
- 12.5.1.2 One (1) identical copy.

12.5.2 Format and Content

12.5.2.1 Tab I – Title Page

The title page must include the following:

Part III – Confidential Financial Proposal	
RFP Title:	Implementation of MPSC WIC System to Nevada WIC Programs
RFP:	3149
Contractor Name:	
Address:	
Opening Date:	November 13, 2015
Opening Time:	2:00 PM

12.5.2.2 Tab II – Financial Information and Documentation

Contractors must place the information required per **Section 6.1.11** in this tab.

12.6 CONFIDENTIALITY OF PROPOSALS

- 12.6.1 As a potential contractor of a public entity, contractors are advised that full disclosure is required by law.
- 12.6.2 Contractors are required to submit written documentation in accordance with **Attachment A, Confidentiality and Certification of Indemnification**

demonstrating the material within the proposal marked “confidential” conforms to NRS §333.333, which states “Only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5)”. Not conforming to these requirements will cause your proposal to be deemed non-compliant and will not be accepted by the State of Nevada.

12.6.3 Contractors acknowledge that material not marked as “confidential” will become public record upon contract award.

12.6.4 The required CDs must contain the following:

12.6.4.1 One (1) “**Master**” CD with an exact duplicate of the technical and cost proposal contents only.

A. The electronic files must follow the format and content section for the technical and cost proposal.

B. The CD must be packaged in a case and clearly labeled as follows:

Master CD	
RFP No:	3149
Contractor Name:	
Contents:	Part IA – Technical Proposal Part IB – Confidential Technical Proposal Part II – Cost Proposal

12.6.4.2 One (1) “**Public Records CD**” which must include the technical and cost proposal contents to be used for public records requests.

A. This CD **must not** contain any confidential or proprietary information.

B. The electronic files must follow the format and content section for the redacted versions of the technical and cost proposal.

C. All electronic files ***must*** be saved in “PDF” format, with one file named Part IA – Technical Proposal and one (1) file named Part II – Cost Proposal.

D. The CD must be packaged in a case and clearly labeled as follows:

Public Records CD	
RFP No:	3149
Contractor Name:	
Contents:	Part IA – Technical Proposal for Public Records

Public Records CD	
	Request Part II – Cost Proposal for Public Records Request

- 12.6.5 The Public Records submitted on the CD will be posted to the Purchasing Website upon the Notice of Award.
- 12.6.6 It is the contractor’s responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation.
- 12.6.7 Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by release of said information.

12.7 PROPOSAL PACKAGING

- 12.7.1 If the separately sealed technical and cost proposals as well as confidential technical information and financial documentation, marked as required, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked as follows:
- 12.7.2 Contractors are encouraged to utilize the copy/paste feature of word processing software to replicate these labels for ease and accuracy of proposal packaging.

Teri Becker State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3149
OPENING DATE:	November 13, 2015
OPENING TIME:	2:00 PM
FOR:	Implementation of MPSC WIC System to Nevada WIC Programs
CONTRACTOR’S NAME:	

- 12.7.3 Proposals must be received at the address referenced below no later than the date and time specified in Section 10, RFP Timeline. Proposals that do not arrive by proposal opening time and date will not be accepted. Contractors may submit their proposal any time prior to the above stated deadline.
- 12.7.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared.
- 12.7.5 Email, facsimile, or telephone proposals will NOT be considered; however, at the State’s discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposal may be modified by

email, facsimile, or written notice provided such notice is received prior to the opening of the proposals.

- 12.7.6 The technical proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Teri Becker State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3149
COMPONENT:	PART I A – TECHNICAL PROPOSAL
OPENING DATE:	November 13, 2015
OPENING TIME:	2:00 PM
FOR:	Implementation of MPSC WIC System to Nevada WIC Programs
CONTRACTOR'S NAME:	

- 12.7.7 If applicable, confidential technical information shall be submitted to the State in a sealed package and be clearly marked as follows:

Teri Becker State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3149
COMPONENT:	PART I B – CONFIDENTIAL TECHNICAL PROPOSAL
OPENING DATE:	November 13, 2015
OPENING TIME:	2:00 PM
FOR:	Implementation of MPSC WIC System to Nevada WIC Programs
CONTRACTOR'S NAME:	

- 12.7.8 The cost proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Teri Becker State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3149
COMPONENT:	PART II – COST PROPOSAL
OPENING DATE:	November 13, 2015
OPENING TIME:	2:00 PM
FOR:	Implementation of MPSC WIC System to Nevada WIC Programs

CONTRACTOR'S NAME:	
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- 12.7.9 Confidential financial information shall be submitted to the State in a sealed package and be clearly marked as follows:

Teri Becker State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3149
COMPONENT:	PART III - CONFIDENTIAL FINANCIAL INFORMATION
OPENING DATE:	November 13, 2015
OPENING TIME:	2:00 PM
FOR:	Implementation of MPSC WIC System to Nevada WIC Programs
CONTRACTOR'S NAME:	

- 12.7.10 The CDs shall be submitted to the State in a sealed package and be clearly marked as follows:

Teri Becker State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3149
COMPONENT:	CDs
OPENING DATE:	November 13, 2015
OPENING TIME:	2:00 PM
FOR:	Implementation of MPSC WIC System to Nevada WIC Programs
CONTRACTOR'S NAME:	

13. PROPOSAL EVALUATION AND AWARD PROCESS

The information in this section does not need to be returned with the contractor's proposal.

13.1 Proposals shall be consistently evaluated and scored in accordance with NRS 333.335(3) based upon the following criteria:

- 13.1.1 Demonstrated competence
- 13.1.2 Experience in performance of comparable engagements
- 13.1.3 Conformance with the terms of this RFP

13.1.4 Expertise and availability of key personnel

13.1.5 Cost

Note: Financial stability will be scored on a pass/fail basis.

Proposals shall be kept confidential until a contract is awarded.

- 13.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any contractor to clarify any response; contact any current users of a contractor’s services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada per NRS 333.335(5).**
- 13.3 Each contractor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the contractor’s prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS 333.335.**
- 13.4 Clarification discussions may, at the State’s sole option, be conducted with contractors who submit proposals determined to be acceptable and competitive per NAC 333.165. Contractors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing contractors. Any modifications made to the original proposal during the best and final negotiations will be included as part of the contract.**
- 13.5 A Notification of Intent to Award shall be issued in accordance with NAC 333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing contractors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all contractors may negotiate a contract with the next highest scoring contractor or withdraw the RFP.**
- 13.6 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 333.700).**

14. TERMS AND CONDITIONS

14.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

The information in this section does not need to be returned with the contractor's proposal. However, if contractors have any exceptions and/or assumptions to any of the terms and conditions in this section, they **MUST** identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in **Attachment B**. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

- 14.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 14.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 14.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 14.1.4 For ease of responding to the RFP, contractors are encouraged to download the RFP from the Purchasing Division's website at <http://purchasing.state.nv.us>.
- 14.1.5 The failure to separately package and clearly mark **Part I B and Part III** – which contains confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 14.1.6 The State reserves the right to reject any or all proposals received prior to contract award (NRS 333.350).
- 14.1.7 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS 333.335).
- 14.1.8 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective contractors.
- 14.1.9 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements and lease purchase agreements. The omission of these documents renders a proposal non-responsive.
- 14.1.10 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 14.1.11 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

- 14.1.12 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter 281 and NRS Chapter 284.
- 14.1.13 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS 333.350(3).
- 14.1.14 Prices offered by contractors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded contractor for implementation of their proposal.
- 14.1.15 The State is not liable for any costs incurred by contractors prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the contractor in responding to the RFP, are entirely the responsibility of the contractor, and shall not be reimbursed in any manner by the State.
- 14.1.16 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the contractor's request and expense. The masters of the technical proposal, confidential technical proposal, cost proposal and confidential financial information of each response shall be retained for official files.
- 14.1.17 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 14.1.18 Any unsuccessful contractor may file an appeal in strict compliance with NRS 333.370 and Chapter 333 of the Nevada Administrative Code.

14.2 CONTRACT TERMS AND CONDITIONS

*The information in this section does not need to be returned with the contractor's proposal. However, if contractors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in **Attachment B**. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.*

14.2.1 Background Checks

- 14.2.1.1 All contractor personnel assigned to the contract must have a background check from the Federal Bureau of Investigation pursuant to NRS 239B.010. All fingerprints must be forwarded to the Central Repository for Nevada Records of Criminal History for submission to the Federal Bureau of Investigation.

- 14.2.1.2 Any employee of the selected contractor, who will require any type of system access, must have a State Background Check (as identified in *Section 14.2.1.4 "A"* below) before system access will be granted. The contractor or its employees may be denied access to the premises if they have not been security cleared.
- 14.2.1.3 All costs associated with this will be at the contractor's expense.
- 14.2.1.4 The contractor shall provide to the contracting agency's Human Resource Department or designee the following documents:
- A. A State Background Check for the state the individual claims as their permanent residency. The contractor can use one of the following sites which have immediate results: <http://www.easybackgrounds.com> or <http://www.integrascan.com>. Once the contractor has a copy of their personal background check from their state of record, they will forward those results to the designated State representative who will then forward it to the contracting agency's Human Resource Department or designee in order to obtain approval for interim system access;
 - B. A Civil Applicant Waiver Form, signed by the contractor(s); and
 - C. A Prior Arrests and Criminal Conviction Disclosure Form, signed by the contractor(s).
- 14.2.1.5 If out-of-state, contractor must provide one (1) completed fingerprint card from a local sheriff's office (or other law enforcement agency).
- 14.2.1.6 In lieu of the out-of-state fingerprint card, contractors can perform LiveScan fingerprinting at the Nevada Department of Public Safety, General Services Division.
- 14.2.1.7 Contractor must provide a money order or cashier's check made payable to the General Services Division in the amount of \$38.25 or current rate at time of submission.
- 14.2.1.8 Contractor(s) may not begin work until such time as they have been cleared for interim access pending the results review of the fingerprint based check by the contracting agency's Human Resource Department or designee.
- 14.2.1.9 Positive findings from a background check are reviewed by the contracting agency's Human Resource Department or designee, in consultation with the State Chief Information Security Officer, and may result in the removal of vendor staff from the project.

- 14.2.2 The awarded contractor will be the sole point of contract responsibility. The State will look solely to the awarded contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded contractor shall not be relieved for the non-performance of any or all subcontractors.
- 14.2.3 The awarded contractor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded contractor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.
- 14.2.4 The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.
- 14.2.5 **Attachment B and Attachment L** of this RFP shall constitute an agreement to *all* terms and conditions specified in the RFP, except such terms and conditions that the contractor expressly excludes. Exceptions and assumptions will be taken into consideration as part of the evaluation process; however, contractors *must* be specific. If contractors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.
- 14.2.6 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, any modifications and clarifications to the awarded contractor's proposal, the RFP, and the awarded contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 14.2.7 Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS 332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.
- 14.2.8 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
- 14.2.9 Pursuant to NRS Chapter 613 in connection with the performance of work under this contract, the contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national

origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

14.3 PROJECT TERMS AND CONDITIONS

The information in this section does not need to be returned with the contractor's proposal. However, if contractors have any exceptions and/or assumptions to any of the terms and conditions in this section, they **MUST** identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in **Attachment B**. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

14.3.1 Award of Related Contracts

14.3.1.1 The State may undertake or award supplemental contracts for work related to this project or any portion thereof. The contractor shall be bound to cooperate fully with such other contractors and the State in all cases.

14.3.1.2 All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

14.3.2 Products and/or Alternatives

14.3.2.1 The contractor shall not propose an alternative that would require the State to acquire hardware or software or change processes in order to function properly on the MPSC system unless contractor included a clear description of such proposed alternatives and clearly mark any descriptive material to show the proposed alternative.

14.3.2.2 An acceptable alternative is one the State considers satisfactory in meeting the requirements of this RFP.

14.3.2.3 The State, at its sole discretion, will determine if the proposed alternative meets the intent of the original RFP requirement.

14.3.3 State Owned Property

The awarded contractor shall be responsible for the proper custody and care of any State owned property furnished by the State for use in connection with the performance of the contract and will reimburse the State for any loss or damage.

14.3.4 Contractor Space

14.3.4.1 All communication line costs, contractor computers, workstations, workstation hardware and software and contractor facilities will be the responsibility of the contractor.

14.3.4.2 The contractor must comply with the State standards for hardware, software and communication lines.

14.3.4.3 Contractors must coordinate installation of communication lines with EITS Data Communications.

14.3.4.4 The contractor must, at its own expense and through its own channels, provide its own basic office supplies, clerical support, facsimile machine, furniture, photocopying, phone service and any other necessary equipment and/or resources for its operations.

14.3.4.5 The State will provide space for meetings, training and testing. If additional space is required for limited time workspace for contractor's staff, the State may be able to provide such space but is under no obligation to do so..

14.3.4.6 The State guarantees the contractor access to the job site premises, when appropriate, during reasonable hours and without undue hindrance and/or interference in performing work required under the contract.

14.3.5 Inspection/Acceptance of Work

14.3.5.1 It is expressly understood and agreed all work done by the contractor shall be subject to inspection and acceptance by the State.

14.3.5.2 Any progress inspections and approval by the State of any item of work shall not forfeit the right of the State to require the correction of any faulty workmanship or material at any time during the course of the work and warranty period thereafter, although previously approved by oversight.

14.3.5.3 Nothing contained herein shall relieve the contractor of the responsibility for proper installation and maintenance of the work, materials and equipment required under the terms of the contract until all work has been completed and accepted by the State.

14.3.6 Periodic Project Reviews

- 14.3.6.1 On a periodic basis, the State reserves the right to review the approved project plan and associated deliverables to assess the direction of the project and determine if changes are required.
- 14.3.6.2 Changes to the approved project plan and/or associated deliverables may result in a contract amendment.
- 14.3.6.3 In the event changes do not include cost, scope or significant schedule modifications, mutual agreement to changes may be documented in memo form and signed by all parties to the contract.

14.3.7 Change Management

- 14.3.7.1 Should requirements be identified during system validation, development and/or implementation that change the required work to complete the project and upon receipt of a change order request by the contractor, a written, detailed proposal must be submitted as outlined in **Section 14.3.8.2**.
- 14.3.7.2 Within 15 working days of receipt of a requested change order, the contractor must submit an amended project plan to include:
 - A. The scope of work;
 - B. Impacts to the schedule for remaining work for implementing the identified change;
 - C. Impacts of not approving the change;
 - D. Estimated cost of change;
 - E. Alternative analysis of all identified solutions to include, but not limited to:
 - 1. A project impact report;
 - 2. Resource requirements for both the State and the contractor;
 - 3. A work plan;
 - 4. Estimated hours to complete the work;
 - 5. The estimated cost of each solution; and
 - 6. A plan for testing and implementation of the change.
- 14.3.7.3 The amended Project Management Plan will be prepared at no cost to the State and must detail all impacts to the project. The contractor must present the Project Management Plan to the Executive Steering Committee prior to final acceptance and

approval.

- 14.3.7.4 The Executive Steering Committee will either accept the proposal or withdraw the request within 15 working days after receiving the proposal.

14.3.8 Issue Resolution

During the term of the contract, issue resolution will be a critical component. The following process will be adhered to for all issues.

14.3.8.1 Presentation of Issues

- A. Issues must be presented in writing to the designated Project Manager for each party.
- B. A uniform issues processing form will be developed by the State to record all issues, responses, tracking and dispositions.
- C. A project issues log will be kept by the State.
- D. Issues raised by either party must be accepted, rejected and/or responded to in writing within three (3) working days of presentation or by a mutually agreed upon due date.
- E. Failure to accept, reject and/or respond within the specified time frame will result in deeming the issue presented as accepted and the party presenting the issue may proceed to act as if the issue were actually accepted.

14.3.8.2 Escalation Process

- A. If no resolution is obtainable by the respective Project Managers, the issue will be escalated to the:
 - 1. Marta E. Jensen, acting Administrator of the Division of Public and Behavioral Health and Richard Whitley, Interim Director for the Department of Health and Human Services or their designee; and
 - 2. Designated representative for the contractor.
- B. A meeting between the parties will take place within three (3) working days or a mutually agreed upon time frame.
- C. Final resolution of issues will be provided in writing within two (2) working days of the meeting or a mutually agreed upon time frame.
- D. All parties agree to exercise good faith in dispute/issue

resolution.

- E. If no resolution is obtainable after the above review, the issue will be escalated to the Executive Steering Committee for the State and the designated representative for the contractor.
- F. A meeting between the parties will take place within three (3) working days of the meeting or a mutually agreed upon time frame.
- G. Final resolution of issues will be provided in writing within two (2) working days of the meeting or a mutually agreed upon time frame.

14.3.8.3 Proceed with Duties

The State and the contractor agree that during the time the parties are attempting to resolve any dispute in accordance with the provisions of the contract, all parties to the contract shall diligently perform their duties thereunder.

14.3.8.4 Schedule, Cost and/or Scope Changes

If any issue resolution results in schedule, cost and/or scope changes, a State BOE contract amendment will be required.

14.3.9 Travel Requirements

Most design confirmation meetings, testing activities and status meetings will occur in Carson City (except those activities mutually agreed to be performed at the contractor's facility).

14.3.10 Contractor prepared document Ownership

- 14.3.10.1 The contractor agrees that the MPSC system source code will remain the property of the MPSC User's Group.
- 14.3.10.2 The contractor agrees the following documents shall become the property of the Nevada WIC Consortium:
 - A. All contractor produced plans, reports, meeting minutes, transaction management or database and other system instructions for operating the system in the most current version;
 - B. All data files in the most current version;
 - C. User and operational manuals and other documentation;
 - D. System and program documentation describing the most current version of the system, including the most current versions of

source and object code;

- E. Training programs for the State and other designated State staff, their agents, or designated representatives, in the operating and maintenance of the system;
- F. Any and all performance-enhancing operational plans and products, exclusive of equipment; and
- G. All specialized or specially modified operating system software and specially developed programs, including utilities, software and documentation used in the operation of the system.

14.3.10.3 The contractor shall be required to provide sufficient information regarding the objectives and specifications of any proprietary software to allow it functions to be duplicated by other commercial or public domain products.

14.3.10.4 The software products (i.e., search engine) must be pre-approved by the State. The State reserves the right to select such products.

14.3.10.5 Ongoing upgrades of the application software made available from the MPSC Users Group must be provided through the end of the contract.

14.3.10.6 The State may, at is option, purchase commercially available software components itself.

14.3.10.7 The contractor must convey to the State, upon request and without limitation, copies of all interim work products, system documentation, operating instructions, procedures, data processing source code and executable programs that are part of the system, whether they are developed by the employees of the contractor or any subcontractor as part of this contract or transferred from another public domain system or contract.

14.3.10.8 The provision of **Section 14.3.12 Source Code Ownership** must be incorporated into any subcontract that relates to the development, operation or maintenance of any component part of the system.

14.3.11 Escrow Account

14.3.11.1 The State may require contractor to establish an escrow account. The escrow agent chosen for this transaction must be acceptable to the State.

14.3.11.2 If required, the escrow account must contain the following items:

- A. A complete copy of the table structures, data structures, system tables and data;

- B. Application Program Interfaces (APIs), including but not limited to the EBT system interface documentation;
- C. Compilation instructions in written format or recorded on video format;
- D. Complete documentation on all aspects of the system training including user manuals, training manuals, and other user documentation; and
- E. Names and addresses of key technical employees that a licensee may hire as a subcontractor in the event the contractor ceases to exist.

14.3.11.3 The escrow deposit materials must be shipped to the escrow agent via a traceable courier or electronically. Upon receipt of the materials, the escrow agent must verify that the contents of the deposit are in good working order and certify the same to the State.

14.3.11.4 The escrow agency must store the materials in a media vault with climate control and a gas-based fire extinguishing system.

14.3.11.5 Each time the contractor is provided a new release or updated version of the software from the MP Users Group, that version will be provided to the Nevada WIC Programs' clinics and administrative offices.

14.3.11.6 In the event that contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court, or if the contractor fails to provide maintenance and/or support for the product as outlined in the contract, or the contractor discontinues the product, the State will be entitled to access the software source code and related items for use in maintaining the system either by its own staff or by a third party.

Any costs associated with an escrow account must be included in ***Attachment K, Project Costs.***

14.3.12 Ownership of Information and Data

14.3.12.1 The MP User Group shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, installed, improved or furnished by the contractor under this contract.

14.3.12.2 All files containing any State information, WIC participant or WIC vendor data are the sole and exclusive property of the State. The contractor agrees not to use information obtained for any purposes

not directly related to this contract without prior written permission from the Consortium.

- 14.3.12.3 Contractor agrees to abide by all federal and State confidentiality requirements including, without limitation, providing at Contractor's expense all notices or other corrective or mitigating measures required by law in the event of a breach of the security of the data for which Contractor is responsible.

14.3.13 Patent or Copyright Infringement

To the extent of any limited liability expressed in the contract, the contractor agrees to indemnify, defend and hold harmless, not excluding the State's right to participate, the State from any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees and expenses, arising out of any claims of infringement by the contractor of any United State Patent or trade secret, or any copyright, trademark, service mark, trade name or similar proprietary rights conferred by common law or by any law of the United States or any state said to have occurred because of systems provided or work performed by the contractor, and, the contractor shall do what is necessary to render the subject matter non-infringing in order that the State may continue its use without interruption or otherwise reimburse all consideration paid by the State to the contractor.

14.3.14 Contract Restriction

Pursuant to NAC 333.180, if the Division or using agency undertakes a project that requires (A) more than one request for proposals or invitation for bids; and (B) an initial contract for the design of the project, the person who is awarded the initial contract for the design of the project, or any associated subcontractor, may not make a proposal, assist another person in making a proposal, or otherwise materially participate in any subsequent contract related to that project, unless his participation in the subsequent contract is within the scope of the initial contract.

14.3.15 Period of Performance

The contract will be effective upon approval by the BOE and through the period of time the system is installed, operational and fully accepted by the State, including the maintenance and warranty period and delivery and acceptance of all project documentation and other associated material.

14.3.16 Right to Publish

- 14.3.16.1 All requests for the publication or release of any information pertaining to this RFP and any subsequent contract must be in writing and sent to the State Project Office.
- 14.3.16.2 No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of Marta E. Jensen, acting Administrator of the Division of Public and

Behavioral Health and Richard Whitley, Director for the Department of Health and Human Services or their designee.

14.3.16.3 As a result of the selection of the contractor to supply the requested services, the State is neither endorsing nor suggesting the contractor is the best or only solution.

14.3.16.4 The contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with the specific advance written authorization of Marta E. Jensen, acting Administrator of the Division of Public and Behavioral Health and Richard Whitley, Director for the Department of Health and Human Services or their designee.

14.3.16.5 Throughout the term of the contract, the contractor must secure the written approval of the State per *Section 14.3.16.2* prior to the release of any information pertaining to work or activities covered by the contract.

14.3.17 Key Personnel

14.3.17.1 Key personnel will be incorporated into the contract. Replacement of key personnel may be accomplished in the following manner:

- A. A representative of the contractor authorized to bind the company will notify the State in writing of the change in key personnel.
- B. The State may accept the change of the key personnel by notifying the contractor in writing.
- C. The signed acceptance will be considered to be an update to the key personnel and will not require a contract amendment. A copy of the acceptance must be kept in the official contract file.
- D. Replacements to key personnel are bound by all terms and conditions of the contract and any subsequent issue resolutions and other project documentation agreed to by the previous personnel.
- E. If key personnel are replaced, someone with comparable skill and experience level must replace them.
- F. At any time that the contractor provides notice of the permanent removal or resignation of any of the management, supervisory or other key professional personnel and prior to the permanent assignment of replacement staff to the contract, the contractor shall provide a resume and references for a minimum of two (2) individuals qualified for and proposed to replace any vacancies

in key personnel, supervisory or management position.

- G. Upon request, the proposed individuals will be made available within five (5) calendar days of such notice for an in-person interview with State staff at no cost to the State.
- H. The State will have the right to accept, reject or request additional candidates within five (5) calendar days of receipt of resumes or interviews with the proposed individuals, whichever comes later.
- I. A written transition plan must be provided to the State prior to approval of any change in key personnel.
- J. The State reserves the right to have any contract or management staff replaced at the sole discretion and as deemed necessary by the State.

14.3.18 Authorization to Work

Contractor is responsible for ensuring that all employees and/or subcontractors are authorized to work in the United States.

14.3.19 System Compliance Warranty

Licensor represents and warrants: (a) that each Product shall be Date Compliant; shall be designed to be used prior to, during, and after the calendar year 2000 A.D.; will operate consistently, predictably and accurately, without interruption or manual intervention, and in accordance with all requirements of this Agreement, including without limitation the Applicable Specifications and the Documentation, during each such time period, and the transitions between them, in relation to dates it encounters or processes; (b) that all date recognition and processing by each Product will include the Four Digit Year Format and will correctly recognize and process the date of February 29, and any related data, during Leap Years; and (c) that all date sorting by each Product that includes a "year category" shall be done based on the Four Digit Year Format.

15. SUBMISSION CHECKLIST

This checklist is provided for vendor’s convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

Part I A– Technical Proposal Submission Requirements		Completed
Required number of Technical Proposals per submission requirements		
Tab I	Title Page	
Tab II	Table of Contents	
Tab III	Vendor Information Sheet	
Tab IV	State Documents	
Tab V	Attachment B – Technical Proposal Certification of Compliance with Terms and Conditions of RFP	
Tab VI	Section 4 – System Requirements	
Tab VII	Section 5 – Scope of Work	
Tab VIII	Section 6 – Company Background and References	
Tab IX	Attachment I – Proposed Staff Resume(s)	
Tab X	Preliminary Project Management Plan and Work Plan Schedule	
Tab XI	Other Information Material	
Part I B – Confidential Technical Proposal Submission Requirements		
Required number of Confidential Technical Proposals per submission requirements		
Tab I	Title Page	
Tabs	Appropriate tabs and information that cross reference back to the technical proposal	
Part II – Cost Proposal Submission Requirements		
Required number of Cost Proposals per submission requirements		
Tab I	Title Page	
Tab II	Cost Proposal	
Tab III	Attachment L - Cost Proposal Certification of Compliance with Terms and Conditions of RFP	
Part III – Confidential Financial Information Submission Requirements		
Required number of Confidential Financial Proposals per submission requirements		
Tab I	Title Page	
Tab II	Financial Information and Documentation	
CDs Required		
One (1)	Master CD with the technical and cost proposal contents only	
One (1)	Public Records CD with the technical and cost proposal contents only	
Reference Questionnaire Reminders		
Send out Reference Forms for Vendor (with Part A completed)		
Send out Reference Forms for proposed Subcontractors (with Part A and Part B completed, if applicable)		

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **will not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful contractors’ technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFP, contractors are requested to submit confidential information in separate binders marked “**Part I B Confidential Technical**” and “**Part III Confidential Financial**”.

The State will not be responsible for any information contained within the proposal. Should contractors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the contractor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in *Section 2 “ACRONYMS/DEFINITIONS.”*

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part I B – Confidential Technical Information			
YES		NO	
Justification for Confidential Status			

A Public Records CD has been included for the Technical and Cost Proposal			
YES		NO (See note below)	
<i>Note: By marking “NO” for Public Record CD included, you are authorizing the State to use the “Master CD” for Public Records requests.</i>			

Part III – Confidential Financial Information			
YES		NO	
Justification for Confidential Status			

Company Name

Signature

Print Name

Date

This document must be submitted in Tab IV of vendor’s technical proposal

**ATTACHMENT B – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE
WITH TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with *all* the terms and conditions specified in this Request for Proposal.

YES _____ I agree to comply with the terms and conditions specified in this RFP.

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, contractors *must* provide the specific language that is being proposed in the tables below. If contractors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Company Name

Signature

Print Name

Date

Contractors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

This document must be submitted in Tab V of vendor’s technical proposal

ATTACHMENT C – CONTRACTOR CERTIFICATIONS

Contractor agrees and will comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The contractor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the contractor.
- (3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
- (4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded contractor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- (6) All conditions and provisions of this RFP are deemed to be accepted by the contractor and incorporated by reference in the proposal, except such conditions and provisions that the contractor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.
- (7) Each contractor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, contractors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a contractor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a contractor. The State reserves the right to disqualify any contractor on the grounds of actual or apparent conflict of interest.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Contractor understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the State in evaluation of the proposal. Any contractor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Contractor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal must be signed by the individual(s) legally authorized to bind the contractor per NRS 333.337.

Contractor Company Name

Contractor Signature

Print Name

Date

This document must be submitted in Tab IV of vendor's technical proposal

ATTACHMENT D – CONTRACT FORM

The following State Contract Form is provided as a courtesy to contractors interested in responding to this RFP. Please review the terms and conditions in this form, as this is the standard contract used by the State for all services of independent contractors. It is not necessary for contractors to complete the Contract Form with their proposal.

If exceptions and/or assumptions require a change to the Contract Form, contractors *must* provide the specific language that is being proposed on *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP*.

Please pay particular attention to the insurance requirements, as specified in *Paragraph 16 of the embedded contract and Attachment E, Insurance Schedule for RFP 3149*.



Contract Form.doc

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at srvpurch@admin.nv.gov for an emailed copy.

ATTACHMENT E – INSURANCE SCHEDULE FOR RFP 3149

The following Insurance Schedule is provided as a courtesy to contractors interested in responding to this RFP. Please review the terms and conditions in the Insurance Schedule, as this is the standard insurance schedule used by the State for all services of independent contractors.

If exceptions and/or assumptions require a change to the Insurance Schedule, contractors **must** provide the specific language that is being proposed on ***Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP.***



Attachment E
Insurance Schedule

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT F – REFERENCE QUESTIONNAIRE

The State of Nevada, as a part of the RFP process, requires proposing contractors to submit business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

INSTRUCTIONS TO PROPOSING CONTRACTOR	
1.	Proposing vendor or vendor's proposed subcontractor MUST complete Part A and/or Part B of the Reference Questionnaire.
2.	Proposing vendor MUST send the following Reference Questionnaire to EACH business reference listed for completion of Part D, Part E and Part F.
3.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to: <div style="text-align: center;"> <p>State of Nevada, Purchasing Division Subject: RFP 3149 Attention: Purchasing Division Email: rfpdocs@admin.nv.gov Fax: 775-684-0188</p> </div> <p>Please reference the RFP number in the subject line of the email or on the fax.</p>
4.	The completed Reference Questionnaire MUST be received <i>no later than 4:30 PM PT November 12, 2015</i>
5.	Business references are NOT to return the Reference Questionnaire to the Proposer (Vendor).
6.	In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.



To open the document, double click on the icon.

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ATTACHMENT G – PROJECT DELIVERABLE SIGN-OFF FORM

Deliverables submitted to the State for review per the approved contract deliverable payment schedule must be accompanied by a deliverable sign-off form with the appropriate sections completed by the contractor.

Please refer to *Section 5.3, Deliverable Submission and Review Process*, for a discussion regarding the use of this form.



Sample Project
Deliverable Sign Off F

To open the document, double click on the icon.

*If you are unable to access the above inserted file
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please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT H – STATEMENT OF UNDERSTANDING

Upon approval of the contract and prior to the start of work, each of the staff assigned by the contractor and/or subcontractor to this project will be required to sign a non-disclosure Statement of Understanding.

All non-disclosure agreements shall be enforced and remain in force throughout the term of the contract and any contract extensions.



Statement of
Understanding.doc

To open the document, double click on the icon.

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srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT I – PROPOSED STAFF RESUME

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff using the State format.



Proposed Staff
Resume

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT J – STATE OF NEVADA REGISTRATION SUBSTITUTE IRS FORM W-9

The completed form must be included in *Tab II, Financial Information and Documentation* of the *Part III – Confidential Financial Information* proposal submittal.



State of Nevada
Registration Form

To open the document, double click on the icon.

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srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT K – PROJECT COSTS

The cost for each activity/deliverable must be complete and include all expenses, including travel, per diem and out-of-pocket expenses as well as administrative and/or overhead expenses. Detailed backup must be provided for all cost schedules completed.



Cost Schedule

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have double clicked on the icon, please contact Nevada State Purchasing at srvpurch@admin.nv.gov for an emailed copy.

**ATTACHMENT L – COST PROPOSAL CERTIFICATION OF COMPLIANCE
WITH TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with *all* the terms and conditions specified in this Request for Proposal.

YES _____ I agree to comply with the terms and conditions specified in this RFP.

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, contractors *must* provide the specific language that is being proposed in the tables below. If contractors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Note: Only cost exceptions and/or assumptions should be identified on this attachment. Do not restate the technical exceptions and/or assumptions on this attachment.

Company Name

Signature

Print Name

Date

Contractors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

**This document must be submitted in Tab III of vendor’s cost proposal.
This form MUST NOT be included in the technical proposal.**

ATTACHMENT N – FEDERAL LAWS AND AUTHORITIES

The information in this section does not need to be returned with the contractor's proposal. Following is a list of Federal Laws and Authorities with which the awarded contractor will be required to comply.

ENVIRONMENTAL:

1. Archeological and Historic Preservation Act of 1974, PL 93-291
2. Clean Air Act, 42 U.S.C. 7506(c)
3. Endangered Species Act 16 U.S.C. 1531, ET seq.
4. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
5. Executive Order 11988, Floodplain Management
6. Executive Order 11990, Protection of Wetlands
7. Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
8. Fish and Wildlife Coordination Act, PL 85-624, as amended
9. National Historic Preservation Act of 1966, PL 89-665, as amended
10. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended

ECONOMIC:

1. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended
2. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans

SOCIAL LEGISLATION

1. Age Discrimination Act, PL 94-135
2. Civil Rights Act of 1964, PL 88-352
3. Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
4. Executive Order 11246, Equal Employment Opportunity
5. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
6. Rehabilitation Act of 1973, PL 93, 112

MISCELLANEOUS AUTHORITY:

1. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
2. Executive Order 12549 – Debarment and Suspension

ATTACHMENT O – PROPOSED TIMELINE



Proposed Timeline

To open the document, double click on the icon.

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once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srypurch@admin.nv.gov for an emailed copy.*

ATTACHMENT P – FNS REQUIRED FEDERAL PROVISIONS

The information in this section does not need to be returned with the contractor's proposal. Following is a list of FNS Required Federal Provisions with which the awarded contractor will be required to comply.



FNS Required
Federal Provisions

To open the document, double click on the icon.

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