

**State of Wisconsin  
Department of Health Services**



**eWIC Consulting Services for  
EBT**

**Request for Bid (RFB)  
S-1072 DPH-22  
Event #12026**

**Bids Due: January 17, 2022 at 2:00 PM, CST**

Procurement Manager: Joe Turchi

Date of Issue: October 27, 2021

## INSTRUCTIONS TO VENDORS

This Request for Bid (RFB) is organized to help you determine if this is a business opportunity for your company. The following document and attachments contain information regarding what the State intends to purchase, how pricing should appear, and the process you must follow in order to submit a response to the RFB.

1. Review Section 1 - Introduction and Purpose to gain an understanding of what the State intends to purchase.
2. Review Section 2 - Vendor Qualifications to learn what a company needs in order to be qualified to bid. This may include a specific license, certification or years of experience.
3. Review Section 3 - Mandatory Required Specifications to learn more about the details of the commodity or service needed. Read this section carefully and determine if you are able to meet ALL of the requirements. RFB requirements are mandatory and therefore if you cannot meet a requirement, it is likely that your bid will be disqualified unless no Vendor can meet an individual RFB requirement.
4. The RFB provides instructions that describe the process you must follow to organize and submit your bid response. It also describes the process the State will use to determine the winning Vendor. If you decide to bid, be sure to review the Bid Procedure and Instructions section and the Selection and Award Process section.
5. If you are still interested in competing for the State's business, provide your best pricing on Attachment A - Price Sheet, complete all the Required Forms and Documentation requested in Section 7, and review the Contract Terms and Conditions provided in Section 4.
6. Remember that your bid response is expected to be complete and accurate. DO NOT substitute your own materials in lieu of what is asked for in the RFB and DO NOT alter any of the required forms or the Price Sheet. Fill out the Vendor Checklist in Attachment B to make sure you have included all of the required forms and documentation.
7. Please note that your RFB response must arrive at the proper location on or before the due date and time. Late bids will be rejected.
8. If you have any questions, contact the Procurement Manager identified in this RFB.

Thank you for your interest in providing commodities and/or services to the State.

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**Attachment A-Cost Sheet**

**Attachment B-Vendor Checklist**

**Attachment C-Vendor Questions**

**Attachment D- Sample Contact for Services**

**Attachment E-Bidder Response Sheet**

## eWIC Consultant Services for EBT

### DEFINITIONS

For the purposes of this Request for Bid and resulting Contract(s), the following definitions of terms shall apply, unless otherwise indicated.

<b>7 CFR 246:</b>	The Code of Federal Regulations covering the WIC program – <a href="#">eCFR :: 7 CFR Part 246 -- Special Supplemental Nutrition Program for Women, Infants and Children</a>
<b>Agency, Department, or DHS:</b>	The Wisconsin Department of Health Services.
<b>Approved Product List (APL):</b>	A list of supplemental foods authorized by the state divided into category and subcategory designations which is used to approve WIC food benefit transactions.
<b>Authorized Users:</b>	Includes any State Agency, University of Wisconsin campus, or other state or local public body authorized to use statewide contracts, as established in §§ 16.70(1b), (1e), (2), (4) and (8), 16.73 and 66.0301 of the Wisconsin Statutes and § PRO-D-30 of the State Procurement Manual.
<b>Bid:</b>	A price quotation specifically given to a prospective purchaser by a prospective seller; a Bid is an offer to sell.
<b>Ciber, an HTC Global Company:</b>	Contractor providing maintenance and operations support for management information system ROSIE
<b>Content Expert:</b>	Individuals who are thoroughly familiar with eWIC systems and the implementation of such systems.
<b>Contract or Agreement:</b>	The written agreement between the successful Vendor and the State covering the services to be performed pursuant to this RFB.
<b>Contract Administrator:</b>	The DHS employee responsible for the implementation, administration, and completion of the Contract.
<b>Contract Manager:</b>	The DHS employee responsible for oversight of the implementation, administration, and completion of the Contract.
<b>Day:</b>	A calendar day, unless specifically identified as a business day.
<b>Disabled Veteran-Owned Business Enterprise (DVB):</b>	A business that has been certified by the Wisconsin Department of Administration Supplier Diversity Program as a Disabled Veteran-Owned Business Enterprise.
<b>Electronic Benefit Transfer (EBT):</b>	A method that permits electronic access to WIC food benefits using a card or other access device approved by USDA.
<b>Food and Nutrition Service (FNS):</b>	The entity within USDA which administers the WIC Program.
<b>Minority Business Enterprise (MBE):</b>	A business that has been certified by the Wisconsin Department of Administration Supplier Diversity Program as a Minority Business Enterprise under Comm. §§ 105.14, 105.21, or 105.23
<b>Municipality:</b>	Any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (§ 16.70(8), Wis. Stats.).
<b>Point of Sale (POS):</b>	The equipment used by WIC authorized retail vendors, including barcode scanners, PIN pads, and printers, used to complete the eWIC transaction. The equipment can be a WIC only device provided by the WIC Program or multi-function systems obtained through commercial sources to support eWIC and other payment types.
<b>Procurement Manager:</b>	The Procuring Agency’s procurement specialist or other person responsible for overseeing and administering the procurement process for a Bid.
<b>Procuring Agency:</b>	The Wisconsin Department of Health Services (DHS).
<b>RFB:</b>	A Request for Bid.
<b>RFP:</b>	A Request for Proposal.
<b>Realtime Online Statewide Information Environment (ROSIE):</b>	The web-based automated management information system (MIS) used to establish and maintain all WIC certifications, participant records, vendor records, and benefit issuances.

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<b>SNAP:</b>	Supplemental Nutrition Assistance Program. A USDA program which provides nutrition benefits to supplement the food budget of income eligible families. Known as FoodShare in Wisconsin.
<b>Special Supplemental Nutrition Program for Women, Infants and Children (WIC or WIC Program):</b>	The program created under Section 17 of the Child Nutrition Act of 1966, as amended, to provide supplemental foods and nutrition education, including breastfeeding promotion and support, through payment of cash grants to State agencies which administer the program at no cost to eligible persons.
<b>State:</b>	The State of Wisconsin.
<b>State Agency (SA):</b>	The entity which contracts with FNS to manage WIC services to the geographic state, US territory, or Indian Tribal Organization (ITO)
<b>Subcontractor:</b>	A third party contractually engaged by the awarded Supplier to assist in the provision of goods or services enumerated in this solicitation and for which awarded Supplier has contracted with the Department to provide or perform
<b>Supplier:</b>	A person or entity that has been awarded the Contract as a result of this Bid, and who is required to provide the agreed upon good and/or services. The term Supplier is used throughout this document in lieu of Contractor.
<b>United States Department of Agriculture (USDA):</b>	The Federal governmental agency which provides leadership on food, agriculture, natural resources, rural development, nutrition, and related issues. Funding for the WIC program is administered through FNS, which is part of the USDA.
<b>Universal Product Code (UPC):</b>	A type of code printed on retail packaging to identify a particular item.
<b>Vendor:</b>	A person or firm submitting a response to a solicitation and a set of specifications. The term Vendor is used throughout this document in lieu of Bidder or Proposer.
<b>WIC Electronic Benefits Transfer (EBT/eWIC):</b>	A method that permits electronic access to WIC benefits using a device, approved by the department, with payment in accordance with Wis. Stats. Ch. 401-411 Uniform Commercial Code-Funds Transfer

# eWIC Consultant Services for EBT

## 1.0 INTRODUCTION AND PURPOSE

### 1.1 Purpose and Scope of the Request for Bid

The Wisconsin Department of Health Services (DHS) is seeking bids for a consultant/consulting service to create a Request for Proposal (RFP) and scoring document, with input from the WIC Program. These RFP documents created by the Vendor will be used to procure WIC Electronic Benefits Transfer (EBT) services. The consultant will provide industry-wide, specialized knowledge and experience with eWIC systems to assure the RFP and scoring document prepared meets the FNS WIC – Electronic Benefits Transfer (EBT) [Guidance](#) including the [FNS 901 Handbook](#). In addition to the required elements, DHS expects the consultant/consulting service to recommend new and innovative features from other state agency contracts, such as requirements for a data warehouse, maximizing cost per case month, preparedness for online purchasing, and improved service level agreements. DHS intends to use the results of this process to award a Contract.

The Department of Health Services does not guarantee to purchase any specific quantity, or pay any minimum Contract price during the term of the Contract. Bids which require a minimum number of commodities or services be ordered will be disqualified.

### 1.2 Background/History

The Wisconsin Special Supplemental Nutrition Program for Women, Infants and Children (herein referred to as “WIC” or the “WIC Program”) is a federally funded nutrition program carried out pursuant to provisions of the Child Nutrition Act of 1966. The WIC Program is funded through the Food and Nutrition Services (FNS) of the United States Department of Agriculture (USDA), and is therefore subject to Congressional appropriation, United States statutes, and federal regulations and guidelines. As the grantee, DHS is obligated to comply with such guidelines, as well as Wisconsin’s laws and policies.

The WIC Program provides specific nutritious foods and nutrition education to pregnant, breastfeeding and postpartum women, and to infants and children up to five years of age who are determined to be at nutritional risk and who met specific income guidelines. The WIC Program serves as an adjunct to good health care during critical times of growth and development to prevent the occurrence of health problems and improve the health status of these persons.

Wisconsin WIC serves approximately 78,000 women, infants, and children each month. The WIC Program operates statewide through 67 local agencies which consist of local health departments, non-profit agencies, tribal agencies, and one hospital. When an individual is certified to participate in the program, they receive a monthly food package containing food items and other specific information as defined under federal regulations 7 CFR 246. Food packages may be issued for up to three months; however, each monthly food package is only valid for 30 days from the “first date to use”.



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Certification, participant records, and benefit issuance occur in the automated management information system called ROSIE (Real-time Online Statewide Information Environment). ROSIE is a web-based system managed and hosted by CIBER, Inc.

In 2015, Wisconsin became only the eighth state in the country to implement an eWIC system. Wisconsin uses the retail food delivery system model, whereby participants purchase WIC-approved foods through authorized WIC retailers using their eWIC card and PIN to access their benefit account. eWIC utilizes an Approved Product List and eWIC capable cash register point-of-sale (POS) terminals at authorized retail vendor locations to complete the transactions. Wisconsin chose to implement eWIC using online, mag-stripe technology through an EBT Contractor/Processor.

Wisconsin currently has approximately 1,000 authorized retailers. These retailers include grocery stores, pharmacies and other convenience style stores. Retailers are required to stock a minimum amount of WIC approved foods on their shelves and are required to be Supplemental Nutrition Assistance Program (SNAP) authorized. WIC participants use their eWIC card to purchase the nutritious foods as outlined above.

The retailers have two point-of-sale systems to choose from to be eWIC capable, as required by FNS. The stand-beside terminals are a separate machine, which is not connected to any of the other cash register systems the retailer has on site. Approximately 170 authorized retailers are using a stand-beside terminal. They are required to contract with the current EBT processor who provides a multi-function device capable of completing eWIC and SNAP transactions, which also includes transaction fees, and help desk services for a monthly fee. Retailers designated as “necessary for participant access” are provided a WIC only stand-beside terminal paid for by the WIC program. The other point-of-sale system is an integrated system available from commercial sources. Retailers using an integrated system contract with a third party to provide the eWIC capable system, transaction processing for multiple tender types including WIC, SNAP, credit, debit and cash, and for technical assistance. In addition to processing the financial transactions, the EBT processor provides the WIC program with eWIC services such as cardholder automated assistance, eWIC point-of-sale system validation, payment settlement reconciliation, and a data warehouse. They also provide monthly customer service reports to verify they are meeting the contracted service level agreements and an account manager who is the liaison between WIC and the processor.

eWIC services are provided by Fidelity Information Services (FIS), whose contract is set to end in just under three years. It is an FNS requirement that DHS procure our next eWIC services contract via open competition through an RFP; and it is recommended the RFP process begin at least two to two and one half years in advance, in the event a transition from one vendor to another needs to take place. Securing a consultant or consulting firm with experience in eWIC trends, costs, and knowledge of Federal procurement rules will allow the Wisconsin WIC Program to release a well-crafted RFP, which is reflective of the needs of the program now and into the future.

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WIC Farmers' Market Nutrition Program (WIC FMNP) and the Senior Farmers' Market Nutrition Program (SFMNP) provide seasonal benefits to WIC participants and low income individuals who are at least 60 years of age to purchase fresh produce at local farmers' markets or farm stands. Both programs provide a booklet of paper vouchers with preprinted dollar values, valid for the entire season. These are redeemed through authorized farmer vendors. Neither program is currently enabled for EBT.

### 1.3 Contract Term

The Contract shall be effective on the date indicated on the purchase order or the execution date of the accompanying Contract and shall run for one (1) year from that date, with an option by mutual agreement of the agency and the Supplier, to renew for up to one (1) additional year.

Any Contract resulting from this solicitation shall not be, in whole or in part, subcontracted, assigned or otherwise transferred to any other Supplier without prior written approval from the Department.

### 1.4 Number of Contracts

It is the intention of the Department to award a SINGLE Contract for the services required in this solicitation. However, the Supplier(s) shall not have exclusive rights to provide all services covered under the Contract during the term of the Contract(s) or any extension thereof.

### 1.5 Procurement Manager

All communication and/or questions on all matters regarding this Bid must be made in writing and refer to Request for Bid number S-1072 DPH-22 and be directed to the DHS Procurement Manager: Joseph Turchi at [DHSProcurement@dhs.wisconsin.gov](mailto:DHSProcurement@dhs.wisconsin.gov).

Any contact or communication with any employee or officer of the State of Wisconsin concerning this RFB except the Procurement Manager is strictly prohibited from the date this RFB is released until the date the notice of intent to award is issued. The Procurement Manager may authorize in writing contact or communication with another State employee or officer as circumstances dictate. Vendors who hold a current Contract with DHS may continue to communicate with the appropriate Contract Administrator regarding the performance of that current Contract.

### 1.6 Vendor eSupplier Registration

Registration on the State of Wisconsin's eSupplier System <https://esupplier.wi.gov> is available free of charge to all businesses and organizations. By registering on eSupplier, a Vendor may register for a Vendor's list for any commodity or service the Vendor is interested in providing to the State. The eSupplier System also provides automatic email notification each time a State Agency, including the University of Wisconsin System campuses, posts an RFB with an estimated value over \$50,000 in their designated commodity and/or service area(s). Only registered Vendors with a valid email address at the time an RFB is posted will receive email notifications of amendments. Vendors who obtain the RFB

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from a third party, through the State of Wisconsin Public Notices website, or by any other means assume the responsibility for checking for updates to the RFB.

### 1.7 Reasonable Accommodations

DHS can provide reasonable accommodations, including the provision of informational material in an alternative format for qualified individuals with disabilities upon request. If a Vendor needs accommodations at the outset of this solicitation process, please contact the Procurement Manager.

### 1.8 Other Eligible Parties

Wisconsin Statutes §16.73 establishes authority to allow Wisconsin Municipalities to purchase from State contracts. This gives Vendors the opportunity for additional sales without additional bidding, while assisting Municipalities with expedited purchases.

For the purposes of this solicitation, participation in Wisconsin's cooperative purchasing service is:

MANDATORY: Vendors must agree to furnish the commodities or services of this Bid/Proposal to Wisconsin municipalities. Vendors should note any special conditions on form [DOA – 3333](#).

OPTIONAL: Vendors may or may not agree to furnish the commodities or services of this Bid/Proposal to Wisconsin municipalities. A Vendor's decision on participating in this service has no effect on awarding this Contract. Vendors should indicate their decision on form [DOA – 3333](#).

In addition to Wisconsin's cooperative purchasing service, this Contract may be utilized by other Wisconsin state agencies, Managed Care Organizations, and non-profit organizations specifically linked by their missions to DHS.

## 2.0 VENDOR QUALIFICATIONS

All Vendor qualifications in this section are mandatory. These vendor qualifications will be deemed either pass or fail. This will be determined by a designated Subject Matter Expert. Failure to meet a qualification will disqualify your Bid. However, DHS reserves the right to waive any qualification if no Vendor is able to satisfy that qualification.

Before the award of any Contract, the Department shall be satisfied that the Vendor has sufficient qualified resources available for performing the work described in this Bid. It is the Vendor's responsibility to acquaint the Department with these qualifications by submitting appropriate or supporting documentation.

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## 2.1 Vendor Participation

Vendor must provide a one (1) page executive summary of their participation, specifically describing and outlining their role in these projects in at least three (3) eWIC implementation projects including, but not limited to: procurement of services, UAT testing, pilot phase, rollout phase, quality assurance, or independent validation and verification, in the past five (5) years.

### **AT TIME OF BIDDING VENDOR MUST PROVIDE THE FOLLOWING TO MEET VENDOR QUALIFICATION SECTION 2.1:**

- Vendor must include a one (1) page executive summary of their participation in at least three (3) eWIC implementation projects in the past five (5) years, specifically describing and outlining their role in these projects.

## 2.2 Vendor Knowledge

Vendor must provide a two (2) page maximum executive summary to demonstrate knowledge of online/magnetic strip eWIC systems, technical standards, FNS procurement regulations, and developing or changing requirements included in other eWIC state agency contracts (e.g., cost per case month, service level agreements, and reporting requirements) within the last five (5) years.

### **AT TIME OF BIDDING VENDOR MUST PROVIDE THE FOLLOWING TO MEET VENDOR QUALIFICATION SECTION 2.2:**

- Vendor must include a two (2) page maximum executive summary to demonstrate knowledge of online eWIC systems, technical standards, FNS procurement regulations, and recent contractual trends.

## 2.3 Vendor Content Expert Experience

Vendor must provide a signed attestation to writing or providing services as a content expert for at least two (2) state agency eWIC RFPs in the past five (5) years.

### **AT TIME OF BIDDING VENDOR MUST PROVIDE THE FOLLOWING TO MEET VENDOR QUALIFICATION SECTION 2.3:**

- Vendor must include a signed attestation to writing or providing services as a content expert for at least two (2) eWIC RFPs in the past five (5) years.

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### 2.4 Vendor RFP Scoring Experience

Vendor must provide a signed attestation to previous experience creating a scoring and evaluation matrix for an eWIC RFP, following FNS 901 Handbook standards.

#### **AT TIME OF BIDDING VENDOR MUST PROVIDE THE FOLLOWING TO MEET VENDOR QUALIFICATION SECTION 2.4:**

- Vendor must include a signed attestation to experience preparing a RFP scoring matrix.

### 2.5 Vendor Project Plan

Vendor must submit a draft Microsoft (MS) Project plan to Wisconsin WIC at time of bid providing high level details which includes the time and resource estimate to complete the milestones in Section 4 below within the stated 1 (one) year contract period.

#### **AT TIME OF BIDDING VENDOR MUST PROVIDE THE FOLLOWING TO MEET VENDOR QUALIFICATION SECTION 2.5:**

- Vendor must include an MS Project plan to complete the RFP milestones, including an estimated number of days and resources required for completion.

### 2.6 Vendor Conflict of Interest

Vendor must attest that neither the winning vendor or any related vendor organization may propose on the RFP or conduct any related consultant work with vendors who may propose on the RFP.

## 3.0 MANDATORY SPECIFICATIONS

All specifications in this section are mandatory and indicate the minimum specifications for the services required. The following specifications must be met at no additional cost above the pricing provided in the Bid. All specifications are defined as minimum mandatory requirements unless otherwise stated. Failure to meet any mandatory specifications will result in the disqualification of the Bid. In the event that no Vendor is able to meet an individual mandatory specifications, the State reserves the right to continue the review of Bids and to select the Bid that most closely meets the specifications specified in this RFB.

### 3.1 Statement of Work

Vendors are required to submit a Statement of Work (SOW) at the time of Bid detailing the work activities, deliverables, and timeline that the Vendor will use to perform services in accordance with the specifications of this RFB. The SOW must include all of the mandatory requirements listed above and information relating to the location of services, period of performance, deliverable schedule, applicable

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standards, payment schedule, and any other miscellaneous data pertinent to performing services in accordance with the requirements of this RFB.

**The purpose of this section is to validate the Vendor will meet all specifications and their pricing is inclusive of all required specifications.**

**AT TIME OF BIDDING, VENDOR MUST PROVIDE A WRITTEN STATEMENT OF WORK TO MEET MANDATORY SPECIFICATION SECTION 3.1.**

### 4.0 CONTRACT DELIVERABLES

All contract deliverables in this section are the defined services to be performed by the awarded vendor once the contract is in place. All responses must be completed in Attachment E – Bidder Response Sheet. The following contract deliverables must be met at no additional cost above the pricing provided in the Bid.

#### 4.1 RFP Production

Vendor, with input from Wisconsin WIC, will produce a final RFP which will be approved by DHS, meets all FNS 901 v2.4 handbook standards and is approved by FNS, for the procurement of an online eWIC system within the initial base contract period of 12-months from contract signing. Producing an RFP includes doing the following:

- Submit final MS Project plan.
- Analyze current operations and contract.
- Create draft RFP.
- Create scoring matrix.
- Create responses to DHS and FNS questions.
- Modify RFP until fully approved.

#### 4.2 Vendor Project Plan

Vendor will submit a draft MS Project plan to the State at time of contract negotiations. Vendor and State will mutually agree upon dates and will establish deadlines.

#### 4.3 Vendor Drafted eWIC RFP

Vendor will draft eWIC RFP using the Wisconsin RFP [template](#) and modify until DHS and FNS final approval is granted.

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### 4.4 Vendor Scoring Matrix

Vendor will develop a scoring matrix for evaluating the RFP responses. Including, but not limited to:

- technical evaluations
- cost or price evaluation
- past performance evaluation
- recommend ranking or weighting of specific criteria

### 4.5 Vendor Collaboration

Vendor must collaborate with Wisconsin WIC to review questions and prepare responses to internal DHS questions and FNS questions until the RFP is approved.

### 4.6 RFP Proposer Questions

Vendor will review questions submitted by proposers and provide technical guidance to DHS.

### 4.7 Transition Plan

Vendor will review all transition plans with RFP responses and provide risk analysis to DHS.

### 4.8 Vendor Updates

- Vendor must schedule and conduct, at a minimum, monthly virtual meetings using Zoom or Microsoft Teams with the identified WIC project team.
- Vendor must provide bi-weekly status updates to the Contract Manager, Carrie Coenen ([Carrie.Coenen@dhs.wisconsin.gov](mailto:Carrie.Coenen@dhs.wisconsin.gov)).

### 4.9 Vendor Document Sharing

Vendor will provide access to a SharePoint document sharing repository for draft and final RFP deliverables.

### 4.10 Review of Wisconsin's eWIC Operations

Supplier must review and analyze current state of Wisconsin eWIC operations. This includes doing the following:

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- Vendor will review 2014 Wisconsin eWIC contract and identify changes necessary to meet current FNS EBT technical documents including 2014 Operating Rules (OR), 2018 Technical Implementation Guide (TIG), 2015 Universal Interface (UI), National UPC Database (nUPC), and 2014 ANSI X9.93 standards.
- Vendor will identify any State Agency contracting trends and make recommendations.
- Vendor will review State WIC office and local agencies' use of eWIC systems and functionality, and assess for improvements.
- Vendor will review the current retailer enablement process for both integrated and stand-beside devices and assess for improvements
- Vendor will review current reporting and service level metrics, and make recommendations for improvement.
- Vendor will review the management information systems MIS system interface and assess for improvements.

### 5.0 CONTRACT TERMS AND CONDITIONS

The Department reserves the right to negotiate the following terms and conditions when it is in the best interest of the State to do so. Vendors may not submit their own Contract document as a substitute for the State's Terms and Conditions.

**Vendors must accept all terms and conditions or submit point-by-point exceptions along with proposed alternative or additional language for each point.** The State may or may not consider any of the Vendor's suggested revisions. Any changes or amendments to any of the terms and conditions will occur only if the change is in the best interest of the State. **Pricing submitted should assume that no changes to these terms and conditions will be accepted.**

If a Contract document is executed as a result of this procurement, additional terms and conditions may be contained in that document and negotiated at that time.

#### 5.1 Order of Precedence

In the event of Contract award, the contents of this RFB (including all attachments), RFB addenda and revisions, the Bid response from the successful Vendor as accepted by the Procuring Agency, and any additional terms agreed to in writing by the parties shall be incorporated into the Contract. Failure of the successful Vendor to accept these elements into the Contract will result in the cancellation of the Contract award.



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In the event of conflict with the incorporated elements of the Contract, the following order of precedence will prevail:

1. Business Associate Agreement (if applicable, see Section 5.11)
2. The terms of the Contract.
3. Any and all exhibits or attachments to the Contract.
4. The official purchase order.
5. The terms of this RFB, including all attachments, addenda, and revisions, if applicable.
6. The terms of Vendor's solicitation response as accepted by DHS of Wisconsin.

### 5.2 Modifications of Contract

The resulting Contract must only be used to purchase services within the scope and intent of the original Request for Bid. Any modifications made to the resulting Contract must fall within the scope of the Bid. All modifications must be made in writing and signed by both parties.

### 5.3 Standard Terms and Conditions

The State of Wisconsin Standard Terms and Conditions ([DOA – 3054](#)) and Supplemental Standard Terms and Conditions for Procurements for Services ([DOA – 3681](#)) shall apply to this solicitation and subsequent award, in addition to the Terms and Conditions specified in this solicitation.

### 5.4 Payment Terms and Schedule

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

- Prompt Payment Law

DHS shall pay properly submitted Supplier invoices within 30 days of receipt, providing that the services to be provided to DHS have been delivered, rendered, or installed (as the case may be), and accepted as specified in this Contract and all documents incorporated herein by reference. A good faith dispute in regard to an invoice creates an exception to prompt payment pursuant to Wis. Stat. § 16.528.

- State Tax Exemption

DHS is exempt from payment of Wisconsin sales or use tax on all purchases.

- Payment Offset for Supplier's Delinquency

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The State of Wisconsin may offset payments made to the Supplier under this Contract in an amount necessary to satisfy a certified or verifiable delinquent payment owed to the State or any state or local unit of government. DHS reserves the right to cancel this Contract as provided in Section 35.4, Contract Cancellation, if the delinquency is not satisfied by the offset or other means during the Contract term.

- **Refund of Credits**

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DHS may request a refund of credits owed at any time. Supplier agrees to refund credits owed within 60 days of DHS' request.

### 5.5 Requesting Price Adjustments

- **Price Decreases**

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Any price decreases from a manufacturer or third party that are passed through to the Supplier are required to be passed on to the Department within thirty (30) days of the effective date of the price decreases.

- **Price Increases**

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The Vendor is to notify DHS at minimum of sixty (60) days' notice prior to the renewal of contract for services of any price increases. Any price increases must be submitted in writing to DHS. All price increases are subject to Supplier justification and may or may not be approved by DHS. Upon acceptance or rejection of a price increase the Supplier will be notified in writing.

### 5.6 Background Checks

Prior to the commencement of any Services under this Contract, in order to ensure safety and security at its premises, DHS may request a background or criminal history investigation of contracted personnel at any time during the term of this Contract for any of Suppliers' contracted personnel and Subcontractor's employees, who will be providing Services to DHS under the Contract. If any contracted personnel, including Subcontractor's employees, providing Services to DHS under this Contract are not acceptable to DHS to ensure safety and security in its premises, in its sole discretion as a result of the background or criminal history investigation, DHS shall provide notice to the Supplier that the contracted personnel do not meet DHS' safety and security needs and that the personnel will not be allowed on DHS premises. Supplier shall as soon as practicable replace the contracted personnel with another of its contracted personnel in order to ensure compliance with this Contract.

### 5.7 Supplier Compliance and Responsibility for Actions

The Supplier shall at all times comply with and observe all federal, state, and local laws, ordinances, regulations, and DHS work rules that are in effect during the term of this Contract that may affect the

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Supplier's work or obligations hereunder. The Supplier shall be solely responsible for its actions and those of its agents, employees, or Subcontractors.

### 5.8 Use of Subcontractors

Vendors must identify any potential Subcontractors in their Bid. The resulting Contract will be between DHS and the awarded Supplier. The Supplier will be responsible for its Subcontractors' performance of the pertinent Contract obligations and ensure Subcontractors abide by all terms and conditions of the RFB and resulting Contract. All Subcontractors must be approved in writing by the Department.

Any proposed substitution of an approved Subcontractor must be submitted in writing to DHS thirty (30) days prior to implementation of the substitution, and include the substitute's qualifications, the reason for the change, and the intended effective date of the substitution. Failure to notify the Department may result in cancellation of the Contract without notice and without penalty to the State.

### 5.9 Replacement of Contracted Personnel

DHS shall make Supplier aware of any business concerns with Supplier's/Subcontractor's personnel and Supplier shall take necessary action to insure that its employees do not interfere with the operations of DHS, including removing Supplier's/Subcontractor's personnel from the DHS facility or site, if necessary. DHS' right to do so does not implicate DHS as a party to any of the Supplier's obligations in the Contract. DHS may request that key personnel or personnel that will perform Services on-site at a DHS facility be replaced within thirty (30) Calendar Days from such removal.

### 5.10 Confidentiality, Proprietary, and Personally Identifiable Information

In connection with the performance of the work prescribed in this Contract, it may be necessary for DHS to disclose to Supplier certain information that is considered to be confidential, proprietary, or containing Personally Identifiable Information (Confidential Information). The Supplier shall not use such Confidential Information for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations herein. The Supplier shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract.

Supplier shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

Supplier shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Supplier on any reproduction, modification, or

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translation of such Confidential Information. If requested by DHS, the Supplier shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of DHS, as directed.

Supplier or its employees and Subcontractors will not reuse, sell, make available, or make use in any format the data researched or compiled for this Contract for any venture, profitable or not, outside this Contract.

The restrictions herein shall survive the termination of this Contract for any reason and shall continue in full force and effect and shall be binding upon the Supplier or its agents, employees, successors, assigns, Subcontractors, or any party claiming an interest in this Contract on behalf of or under the rights of Supplier following any termination. Supplier shall advise all of their agents, employees, successors, assigns and Subcontractors which are engaged by the State of the restrictions, present and continuing, set forth herein. Supplier shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Supplier, its agents, employees, successors, assigns and Subcontractors regarding the restrictions herein.

*Reporting to DHS:* Supplier shall immediately report within the same business day to DHS any use or disclosure of Confidential Information not provided for by this Contract, of which it becomes aware. Supplier shall cooperate with DHS' investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by DHS for those activities.

*Indemnification:* In the event of a breach of this section by Supplier, Supplier shall indemnify and hold harmless DHS and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Supplier, and its Subcontractors, employees and agents, in violation of this section, including but not limited to, costs of credit monitoring and identity theft restoration coverage for one (1) year of coverage from the date the individual enrolls, of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by DHS in the enforcement of this section.

*Equitable Relief:* The Supplier acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to DHS, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law. Accordingly, the parties specifically agree that DHS, in its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Contract or applicable law.

*Liquidated Damages:* The Contractor agrees that an unauthorized use or disclosure of Confidential Information may result in damage to the State's reputation and ability to serve the public interest in its administration of programs affected by this Contract. Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be set forth herein. Assessment under this provision is in addition to other remedies under this Contract and as provided in law or equity. The

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Department shall assess reasonable damages as appropriate and notify the Contractor in writing of the assessment. The Contractor shall automatically deduct any assessed damages from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice. Liquidated Damages shall not exceed the following:

- i. \$1,000 for each individual whose Confidential Information was used or disclosed;
- ii. \$2,500 per day for each day that the Contractor fails to substantially comply with the Corrective Action Plan under this Section

The Department may conduct a compliance review of the Contractor's security procedures to protect Confidential Information.

### 5.11 Business Associate Agreement

In agreements for the provision of services, activities, or functions covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Supplier as a Business Associate must complete the Business Associate Agreement (BAA) [F-00759](#). This document must be fully executed before contract performance begins.

### 5.12 Security of Premises, Equipment, Data, and Personnel

During the performance of services under this Contract, the Supplier may have access to the personnel, premises, equipment, and other property, including data files, information, or materials (collectively referred to as "data") belonging to DHS. The Supplier shall preserve the safety, security, and the integrity of the personnel, premises, equipment, data and other property of the Department, in accordance with the instruction of DHS. The Supplier shall be responsible for damage to DHS' equipment, workplace, and its contents, or for the loss of data, when such damage or loss is caused by the Supplier, contracted personnel, or Subcontractors, and shall reimburse DHS accordingly upon demand. This remedy shall be in addition to any other remedies available to the DHS by law or in equity.

### 5.13 Civil Rights Compliance

In agreements for the provision of services to clients, the Supplier must comply with all applicable Federal Civil Rights laws. The Supplier must agree to meet State and Federal Civil Rights Compliance (CRC) laws, requirements, rules and regulations, as they pertain to the services covered by this agreement. All Suppliers must submit the appropriate CRC documentation within fifteen (15) working days of the award date of the agreement or Contract in accordance with the procedures outlined on the following website: <http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm>.

### 5.14 Affirmative Action

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As required by Wisconsin's Contract Compliance Law, Wis. Stat. § 16.765, every Supplier contracting with the State of Wisconsin must agree to not to discriminate in employment decisions on the basis of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. [51.01 \(5\)](#), sexual orientation, or national origin and, except with respect to sexual orientation, obligating the contractor to take affirmative action to ensure equal employment opportunities.

The awarded Supplier must submit an Affirmative Action Plan or Exemption request within fifteen (15) working days of the date of the agreement or Contract in accordance with the procedures outlined on the follow website: <https://doa.wi.gov/Pages/StateEmployees/AffirmReq.aspx>

### 5.15 Indemnification

Supplier shall hold DHS harmless and shall defend and indemnify DHS, its Agencies, officers and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees, for personal injury or damage to property arising from the acts or omissions of the Supplier, its agents, officers, employees or Subcontractors.

In addition, the Supplier shall indemnify the Department for any Federal funding disallowances or sanctions imposed on the Department for reasons attributable to the Contractor's failure to perform in compliance with this Contract.

### 5.16 Liquidated Damages

DHS may suffer damages due to the Supplier's lack of performance of certain terms and conditions of the resulting Contract. The Department reserves the right to negotiate liquidated damages, as required by the State, at the time of Contract.

The Supplier agrees that DHS shall have the right to liquidate such damages through deduction from the Supplier's invoices in the amount equal to the damages incurred, or by direct billing to the Supplier.

### 5.17 Certificates of Insurance

The Supplier shall maintain the following insurance coverage:

- a) Worker's compensation insurance, as required by Wis. Stat. ch. 102 or applicable state law where contracted personnel are employed, for Supplier's contracted personnel engaged in work performed under this Contract;
- b) As the employer of the contracted personnel, Supplier shall fund an account with the Wisconsin unemployment reserve fund or, if the Supplier employs contracted personnel to work under this Contract in another state, the reserve fund in the state where the contracted employees are employed, as required by applicable statutes and regulations;
- c) Commercial liability, bodily injury and property damage insurance against any claim(s) that may occur in carrying out the terms of this Contract, with a minimum coverage of one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations; and

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- d) Motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the terms of this Contract, with a minimum coverage of one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The Supplier shall maintain a Certificate of Insurance, showing up-to-date coverage, and shall be made available to DHS upon request.

### 5.18 Audits

A DHS Required Audit is required for the resulting Contract. Please find the requirements of the required audit in the DHS Audit Guide here: <https://www.dhs.wisconsin.gov/publications/p01714.pdf>

### 5.19 Lobbying Activity Certification

Supplier shall certify to DHS that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Supplier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

Supplier shall use Standard Form LLL for Disclosure of Lobbying Activities available at: <https://forms.sc.egov.usda.gov/efcommon/eFileServices/eForms/SFLLL.PDF>. A completed disclosure must be provided upon Department request.

### 5.20 Cancellation and Termination

- Non-Appropriation

DHS reserves the right to cancel this Contract in whole or in part without penalty if the Legislature fails to appropriate funds necessary to complete the Contract.

- Termination for Convenience

Either party may terminate this Contract at any time, without cause, by providing a written notice. DHS must notify the Supplier at least thirty (30) calendar days prior to the desired date of termination for convenience. The Supplier must notify DHS at least one hundred and twenty (120) calendar days prior to the desired date of termination for convenience. During this notification period, the Supplier will continue providing services in accordance with the Contract requirements.

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In the event of termination for convenience, the Supplier shall be entitled to receive compensation for any fees owed under the Contract. The Supplier shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of DHS, multiplied by the corresponding payment for completion of such services as set forth in the Contract. Alternatively, at the sole discretion of DHS, the Supplier may be compensated for the actual service hours provided. DHS shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Supplier requesting the refund.

- **Termination for Cause**

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DHS may terminate this Contract after providing the Supplier with thirty (30) calendar days written notice of the Supplier's right to cure a failure of the Supplier to perform under the terms of this Contract, if the Supplier fails to so cure or commence to cure.

The Supplier may terminate the Contract after providing DHS one hundred and twenty (120) calendar days written notice of DHS' right to cure a failure of DHS to perform under the terms of this Contract.

Upon the termination of this Contract for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.

Upon termination for cause, the Supplier shall be entitled to receive compensation for any deliverables' payments owed under the Contract only for deliverables that have been approved and accepted by DHS.

- **Contract Cancellation**

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DHS reserves the right to immediately cancel this Contract, in whole or in part, without penalty and without an opportunity for Supplier to cure if the Supplier:

- a) Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
- b) Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice;
- c) Makes an assignment for the benefit of creditors;
- d) Fails to follow the sales and use tax certification requirements of § 77.66 of the Wisconsin Statutes;
- e) Incurs a delinquent Wisconsin tax liability;
- f) Fails to submit a non-discrimination or affirmative action plan as required herein;
- g) Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
- h) Becomes a federally debarred Supplier;



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- i) Is excluded from federal procurement and non-procurement contracts;
- j) Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Contract;
- k) Fails to maintain the confidentiality of DHS' information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
- l) Supplier performance threatens the health or safety of a State employee or State customer.

### 6.0 BID PROCEDURE AND INSTRUCTIONS

#### 6.1 Calendar of Events

Listed below are dates and times of actions related to this solicitation. The events with specific dates must be completed as indicated unless otherwise amended by the State. In the event that the State finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an amendment to this solicitation. There may or may not be a formal notification issued for changes in the estimated dates and times.

Date	Event
October 27, 2021	Date of issue of the solicitation - Posted to eSupplier Portal
November 24, 2021 at 2:00 pm CST	Written Questions Due
December 3, 2021 – <i>Estimated</i>	Responses to Questions Posted on eSupplier Portal - <i>Estimated</i>
<b>January 17, 2022 at 2:00 pm CST</b>	<b>Bids Due - late submissions will not be accepted</b>
January 17, 2022 at 2:05 pm CST	Public Bid Opening
February 10, 2022 - <i>Estimated</i>	Notification of Intent to Award - <i>Estimated</i>
March 29, 2022	Contract Start Date - <i>Estimated</i>

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## 6.2 Vendor Questions and Clarifications

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFB document by the Question Due Date specified in section 6.1. Questions must be submitted to the Procurement Manager in writing using the Questions Template provided in Attachment C.

If at any time prior to the due date, a Vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the Vendor must immediately notify the Procurement Manager of the issue in writing and request modification or clarification of the RFB document.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, supplements or revisions will be posted on the eSupplier Portal (<https://esupplier.wi.gov>).

## 6.3 Bid Response Organization, Content, and Format

- Bid Response Organization and Content

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Vendor's response must contain all required documentation organized and labeled in the sections and order described in Attachment B, the Vendor Checklist. Use folders to separate sections for digital copies, as explained in Attachment B.

Elaborate submissions (e.g., extensive artwork, illustrations, advanced modeling techniques, promotional statements) beyond what is sufficient to present a complete and effective Vendor submission are neither necessary nor desired. Audio and/or videotapes are not allowed.

- Format of Bid Response

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- a) The responses should be formatted and submitted in an 8.5 x 11 format. Font size and style throughout the Bid must be 12-point font or greater with the exception of any applicable diagrams, footnotes, and resumes.
- b) The Bid should be well organized and through-numbered with each page clearly marked with a page number, the name of the responding Vendor, and the solicitation number S-1072 DPH-22.
- c) "Through-numbered" for purposes of this solicitation means Folder/Tabs A through F use one set of numbers. For example, if Folder/Tab B is comprised of 14 pages, Folder/Tab C starts with page number 15.
- d) All digital copies, whether submitted through eSupplier should be in a searchable Word, Excel, or PDF format.
- e) The State reserves the right to disqualify any bids that do not follow the required formatting.

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## 6.4 eSupplier Submittal

Vendors should use the eSupplier System (<https://esupplier.wi.gov>) to respond to this solicitation. eSupplier is more efficient overall, and affords Vendors a higher degree of control. The eSupplier Sourcing Event number for this solicitation is 12026.

If submitting an electronic copy via eSupplier, the date stamp for eSupplier Bid Submittal is the submittal date and time applied by the eSupplier system at the time of submission and serves as documentation of a timely submittal. Vendors should allow ample time to enter their eSupplier response.

Please Note: When all responses to event sections have been entered and saved, click the **Submit** button to send your response to the State. Click **Submit** on the pop-up window to confirm. You should receive a confirmation message that it has been submitted.

The awarded Supplier may be required to provide all digital submittals in Word, Excel, or other mutually agreeable format if requested by DHS.

- eSupplier Bid Submission

Vendor must follow instructions in response to all Response Sections. This will include both a complete technical response, as well as a redacted response with all confidential information excluded. DHS may additionally require financial statements. If required, these will be a separate Response Section from the technical requirements.

- eSupplier Multiple Bids

Multiple Bids from a single Vendor will be permissible; however, each Bid must conform fully to the requirements for response.

To submit multiple Bids via eSupplier, you must create an additional bidder ID, using a different email address for each Bid. More information can be found on the eSupplier Portal [Responding to an Event](#).

- eSupplier Modifying a Bid

Vendors may modify a submitted Bid response if the modifications are made prior to the due date and time. Please see [Responding to an Event](#) for detailed instructions on modifying a previously submitted Bid.

- eSupplier Withdrawal of Bids

Bids shall be irrevocable until Contract award unless the Bid is withdrawn. Vendors may withdraw a response at any time up to the Bid closing date and time.

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The Withdraw button on the Bidder Home Page “My Responses” should be active for any event that hasn't been awarded. If you are electing to withdraw before the due date, you can do so, but withdrawing completely means you will not be considered at all for the event; as you cannot re-submit a response. If you intend to withdraw your bid the Procurement Manager must additionally be notified in writing of the withdrawal.

### 6.5 Alternative Bid Submittals

Email bid submittal(s) are also allowed in lieu of an eSupplier response to sourcing events. However, the State of Wisconsin and DHS have no liability for any error(s) made in inputting or processing any information from such vendor(s) who used a submittal method other than eSupplier. (e.g., State employees entering proposal information into the State's procurement system as a proxy for such vendor(s)). If a vendor(s) is unable to submit their bid response via eSupplier or email, please contact the Procurement Manager listed in RFB Section 1.5 at least five (5) calendar days before the bid due date and time that is specified in this RFB.

- Email Submittal of Bids

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If a Vendor is submitting their Bid through email, the submittal must include all required documentation organized and named as detailed on Attachment B – Checklist and:

1. A Complete Bid Response with Proprietary Information Included
2. A Complete Bid Response with Proprietary Information Excluded

If the submission is too large of a file to submit via email, the required files may be submitted via multiple emails that clearly identify the Vendor and their Bid response.

All Bids MUST be received no later than Submission Due Date and Time. The timestamp on the email as it is received by DHS will be the submittal time. **Bids received after the submittal time will be considered late and rejected.**

### 6.6 Method of Bid

Attachment A contains the Price Sheet for this solicitation, and must be completed in full and returned at the time of Bid. Vendors may not alter the Price Sheet in any manner. **Alternate pricing formats will not be accepted and may result in disqualification of the Bid.**

Pricing submitted must include all costs to furnish the services included in the Bid, in accordance with the terms and conditions of this RFB, including labor, travel, and insurance. The following additional costs or fees are not allowed in any Bid:

- Delivery location fees

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- Small Order/Minimum Order fees
- Special Order fees
- Purchasing Card (P-Card) related charges
- Return/Restocking fees

All prices must be quoted in U.S. Dollars.

### 6.7 Multiple Bids

Multiple Bids from a single Vendor will be permissible; however, each Bid must conform fully to the requirements for response. Each such Bid must be separately submitted and should be labeled as Bid #1, Bid #2, etc., on each page included in the response.

### 6.8 Incurring Costs

The State of Wisconsin is not liable for any cost incurred by Vendors in replying to this solicitation.

### 6.9 Withdrawal of Bids

Bids shall be irrevocable until Contract award unless the Bid is withdrawn. Vendors may withdraw a response at any time up to the Bid closing date and time. To accomplish this, the written request must be signed by an authorized representative of the Vendor and submitted to the Procurement Manager. If a previously submitted response is withdrawn before the deadline for Bid, the Vendor may submit another response at any time up to the Bid closing date and time.

## 7.0 SELECTION AND AWARD PROCESS

### 7.1 Bid Opening

Please use the following instructions to participate in the remote online opening of the sealed bid(s) and contact the Procurement Manager with any question(s):

All public bid openings will be held remotely. The email communicating the posting of the bid will contain an online link that will allow vendor(s) to join the bid opening. A public bid opening will be held remotely on January 17, 2022 at 2:05 pm at [ONLINE LINK](#). The names of all vendor(s) may be read aloud at that time.

### 7.2 Preliminary Review and Acceptance of Bid

All Bids will be reviewed by the Procurement Manager to ensure compliance with submittal requirements. DHS shall be the sole judge as to Vendors' compliance with the Bid instructions.

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Bids that do not comply with Vendor Qualifications or Mandatory Specifications **will be** disqualified. Bids that do not comply with Contract Terms and Conditions **may** be disqualified. DHS in its sole discretion retains the right to accept or reject any or all Bids, or accept or reject any part of a Bid, if deemed to be in the best interest of the State.

### 7.3 Method of Award

The Bid award(s) will be made on the basis of the lowest bid provided on Attachment A: Price Sheet by a responsive, responsible Vendor. Prices must be in U.S. dollars unless otherwise indicated. Bids that require a specific quantity or dollar amount will be disqualified. In the event of a Vendor error in calculation, unit price shall prevail in award.

If a responsive, responsible certified work center meets the fair market price and other work center program criteria, the award will be made to the work center.

State of Wisconsin certified MBE and DVB Vendors may receive up to a 5% preference on their Bid. See Sections  and 0 for more information.

### 7.4 Vendor References

The Bid response must include a completed Bidder Reference Form located in Section 3 of the Bidder Required Form ([DOA-3832](#)) listing at least four (4) names or companies with whom the Vendor has done business similar in size and scope as required by this RFB within the last five (5) years.

DHS will determine which, if any, references to contact and reserves the right to exclude a Vendor from further consideration at any point during the solicitation process should DHS determine that one or more references are unsatisfactory, inadequate, or inappropriate.

### 7.5 Supplier Diversity

- **Minority-Owned Business Enterprise**

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Minority-Owned Business Enterprises (MBE) are certified by the Wisconsin Department of Administration (DOA). This program can be found at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>. The State of Wisconsin is committed to the promotion of MBEs in the State's purchasing program. Wisconsin statutes provide for a permissive 5% price preference for certified MBEs that compete for State contracts. This means that State Agencies may make an award to the MBE submitting a qualified Bid when that qualified Bid is not more than 5% higher than the apparent low Bid. A MBE preference will not be considered on a printing or stationery procurement. Policy provides that MBEs should have the maximum opportunity to participate in the performance of its Contracts. The Contractor is strongly urged to use due diligence to further this policy by

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awarding Subcontracts to MBEs or by using such enterprises to provide goods and services incidental to this Agreement.

The Contractor shall furnish appropriate quarterly information about its efforts to subcontract with MBEs including the identities of such businesses certified by the Wisconsin Supplier Diversity Program, their contract amount, and spend for each period to DHS. A listing of certified MBEs, as well as the services and goods they provide, is available at <https://wisdp.wi.gov/search.aspx>.

In accordance with WI Stats. Ch. 16.75 (3m), after completion of this contract, the Contractor shall report to DHS any amount of this contract that was subcontracted to DOA certified MBEs.

DHS shall have the right to request any information regarding the use of subcontractors including, but not limited to, MBEs. The Contractor shall provide any such information as requested by DHS and within a time period specified by DHS.

- **Disabled Veteran-Owned Business**

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Disabled Veteran-Owned Businesses (DVBs) are certified by the Wisconsin Department of Administration. This program can be found at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>. The State of Wisconsin is committed to the promotion of DVBs in the State's purchasing program. Wisconsin statutes provide for a permissive 5% price preference for certified DVBs that compete for State contracts. This means that State agencies may make an award to the DVB submitting a qualified Bid when that qualified Bid is not more than 5% higher than the apparent low Bid. A preference will not be considered on a printing or stationery procurement. Policy provides that DVBs should have the maximum opportunity to participate in the performance of its Contracts. The Contractor is strongly urged to use due diligence to further this policy by awarding Subcontracts to DVBs or by using such enterprises to provide goods and services incidental to this Agreement.

The Contractor shall furnish appropriate quarterly information about its efforts to subcontract with DVBs, including the identities of such businesses certified by the Wisconsin Supplier Diversity Program, their contract amount, and spend for each period to DHS. A listing of certified DVBs, as well as the services and goods they provide, is available at: <https://wisdp.wi.gov/search.aspx>.

In accordance with WI Stats. Ch. 16.75 (3m), after completion of this contract, the Contractor shall report to DHS any amount of this contract that was subcontracted to DVBs.

DHS shall have the right to request any information regarding the use of subcontractors including, but not limited to, DVBs. The Contractor shall provide any such information as requested by DHS and within a time period that is specified by DHS.

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- Veteran-Owned Business

The State of Wisconsin encourages the participation of veteran-owned businesses (VBs) in the statewide purchasing program by inviting VBs to actively solicit public purchasing business and by reducing undue impediments to such participation. VBs are certified by the Department of Veterans Affairs (DVA). Applicants must complete a Veteran-owned Business Request for Certification form (WDVA 1037). Contact the DVA at: <http://dva.state.wi.us/Pages/home.aspx>. There is no price preference for certified VBs that compete for State contracts.

- Woman-Owned Business Enterprise

Woman-owned business enterprises (WBEs) are certified by the Wisconsin Department of Administration. This program can be found at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>.

State certified WBEs are able to provide both governmental entities and private companies with a credible recognition of the business' ownership. The WBE certification may serve as an additional marketing tool when seeking contract opportunities with entities that place a value on having a diverse supplier base. There is no price preference for certified WBEs that compete for State contracts. A listing of certified WBEs, as well as the services and commodities they provide, is available at: <https://wisdp.wi.gov/search.aspx>.

### 7.6 Intent to Award Notification

All Vendors who respond to this solicitation will be notified in writing of the Department's intent to award the Contract as a result of this RFB.

### 7.7 Protest and Appeals Process

The protest and appeals process applies to Requests for Bids for services that result in a Contract greater than \$50,000. Any protest of this solicitation or intent to award must be made in writing and based on an alleged violation of a Wisconsin State Statute or a provision of the Wisconsin Administrative Code.

The **Notice of Intent to Protest** must be filed in writing and received no later than five (5) business days after the Notice of Intent to Award is issued.

The **actual Protest** must be filed in writing and received within ten (10) business days after the Notice of Intent to Award is issued.

Protest documents must be sent via email with a copy by United States Postal Service to the DHS Secretary with a copy to the DHS Director of the Bureau of Procurement and Contracting at the following addresses:

**Email**



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Secretary's Office  
[dhssecretaryoffice@dhs.wisconsin.gov](mailto:dhssecretaryoffice@dhs.wisconsin.gov)

*Copy to:*  
Director, Bureau of Procurement and Contracting  
[Laurie.Palchik@dhs.wisconsin.gov](mailto:Laurie.Palchik@dhs.wisconsin.gov)

### **Mailing Address**

Secretary's Office  
Wisconsin Department of Health Services  
P.O. Box 7850  
Madison, WI 53707-8445

*Copy to:*  
Director, Bureau of Procurement and Contracting  
Wisconsin Department of Health Services  
P.O. Box 7850  
Madison, WI 53707-8445

- **Appeals**

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The decision of the DHS Secretary may be appealed to the Department of Administration (DOA) within five (5) business days of issuance. Appeals must be made in writing and as specific as possible.

Appeals documents must be sent via United States Postal Service to the DOA Secretary with a copy to the DHS Director of the Bureau of Procurement and Contracting at the following addresses:

Secretary's Office  
Wisconsin Department of Administration  
101 East Wilson Street, 10<sup>th</sup> Floor  
P.O. Box 7864  
Madison, WI 53703-7864

*Copy to:*  
Director, Bureau of Procurement and Contracting  
Wisconsin Department of Health Services  
P.O. Box 7850  
Madison, WI 53707-8445

## 8.0 REQUIRED FORMS AND ADDITIONAL DOCUMENTATION

The following section contains forms and additional documentation pertaining to this RFB that must be submitted at the time of Bid.

### 8.1 Required Forms

Attachment B contains a list of forms that must be submitted as a part of the Bid response. Links to each form are provided within Attachment B.

### 8.2 Disclosure Statements

Any Vendor, other than a political subdivision of the State, must include a written statement with their Bid that discloses and provides relevant information on any of the following conditions should they exist:

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- A. An officer or an employee of the contracting or procuring agency or his or her immediate family owns or controls, directly or indirectly, any equity, or is associated with the Vendor.
- B. The Vendor currently employs, or has offered or agreed to employ, any person who is or has been an officer or employee of the contracting or procuring agency within the 12 month period preceding the solicitation.
- C. The Vendor has a contract for materials, supplies, equipment, or contractual services with the contracting or procuring agency or provides or anticipates providing materials, supplies, equipment, or contractual services during the term of the Contract to, a person or organization that is regulated by, or receives State funds from, the contracting or procuring agency.
- D. Any administrative action or lawsuit, threatened or pending, that involves:
  - i. A financial matter that could significantly affect the organization's solvency or financial ability to successfully perform under this Contract.
  - ii. A matter that has been or would be brought against the organization as a party to a Contract by another party to that Contract.
  - iii. A licensing or regulatory matter that would affect the organization's credentials or ability to perform under this Contract.
- E. Any past Contract actions brought against the organization for breach of Contract, or any Contracts that were terminated because of the organization's breach or financial instability within the last ten (10) years.

**If none of the above conditions exist, the Vendor must include a written statement to that effect.**

If the Vendor is a subsidiary, this information must also be submitted for all parent companies. If the Vendor will use Subcontractors, associated companies, or others to complete the work of the project, the Vendor's responses must include pertinent Subcontractor information.

### 8.3 Financial Statements

Vendors and Subcontractors must be able to substantiate their financial stability. Independently audited financial statements for the last three (3) completed fiscal years, along with additional supporting documentation (Income Statement, Statement of Cash Flows, Balance Sheet, and Statement of Change in Financial Position along with all auditors' notes) must be submitted with the Bid response. If the Vendor is a subsidiary, the parent company must be identified and the consolidated audited financial statements of the parent company must be submitted. The State may request reports on financial stability from independent financial rating services to substantiate the Vendor's stability. Vendor name is to be included on each page submitted.

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If no audit was required, please explain why and submit two (2) years of financial statements.