



## STATE OF INDIANA

### Request for Services 19-098

**INDIANA DEPARTMENT OF ADMINISTRATION**

**On Behalf Of  
Indiana State Department of Health**

**Solicitation For:  
Women, Infants, and Children (WIC) Formula Compliance  
Investigator Service**

**Response Due Date: July 16, 2019 by 3:00 PM EST**

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Indiana Department of Administration  
Procurement Division  
402 W. Washington St., Room W478  
Indianapolis, Indiana 46204

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## **SECTION ONE**

### **GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES**

#### **1.1 INTRODUCTION**

In accordance with Indiana statute, including IC 5-22-6, the Indiana Department of Administration (IDOA), acting on behalf of the Indiana State Department of Health (ISDH), requires Compliance Investigation Service for the Women, Infants, and Children (WIC) program. It is the intent of IDOA to solicit responses to this Request for Services (RFS) in accordance with the statement of work, proposal preparation section, and specifications contained in this document.

This RFS is being posted to the IDOA website (<http://www.IN.gov/idoa/2354.htm>) for downloading. A nominal fee will be charged for providing hard copies. Neither this RFS nor any response (proposal) submitted hereto are to be construed as a legal offer.

#### **1.2 DEFINITIONS AND ABBREVIATIONS**

Following are explanations of terms and abbreviations appearing throughout this RFS. Other special terms may be used in the RFS, but they are more localized and defined where they appear, rather than in the following list.

Award	IDOA's summary to the agency being supported, typically in letter format, of the solicitation and suggestion on vendor selection for the purposes of beginning contract negotiations.
IAC	Indiana Administrative Code
IC	Indiana Code
Contract Award	The acceptance of IDOA's Award Recommendation by the agency being supported in conjunction with the public posting of the Award Recommendation.
Clients	Participants of the Indiana WIC Program.
Compliance Buy	Purchase of foods using provided electronic benefit transfer (EBT) cards and evaluation of the authorized vendors' compliance with governing Federal and State Regulations.
Compliance Investigation	A minimum of two (2) individual compliance buys will constitute a Compliance Investigation.

EBT Cards	A food instrument used by Indiana WIC that enables WIC clients to purchase specific foods using an electronic benefits transfer (EBT) system. WIC EBT cards contain the client's name and an EBT card number and can be scanned in vendor cash register systems similar to a credit or debit card.
Indiana State Department of Health (ISDH)	The state health agency in Indiana that administers the Indiana WIC Program.
Indiana Women, Infants, and Children (WIC) Program:	A program administered by individual states and funded by the United States Department of Agriculture (USDA) to provide targeted supplemental nutrition assistance to pregnant women, recent mothers, and children under the age of 5.
WIC Vendor	A grocery store, commissary, or pharmacy with which Indiana WIC has formally contracted to provide foods.
VSC	Valuable Scope Contribution – A business function that supports the scope of this solicitation
Full Time Equivalent (FTE)	The State defines FTE as a measurement of an employee's productivity when executing the scope of work in this RFS for a specific project or contract. An FTE of 1 would mean that there is one worker fully engaged on a project. If there are two employees each spending 1/2 of their working time on a project that would also equal 1 FTE
Implementation	The successful implementation of the Compliance Investigation Service as specified in the contract resulting from this RFS
Installation	The delivery and physical setup of products or services requested in this RFS
Other Governmental Body	An agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: 1) The judicial branch 2) The legislative branch 3) A political subdivision (includes towns, cities, local governments, etc.) 4) A state educational institution
Products	Tangible goods or manufactured items as specified in this RFS

Proposal	An offer as defined in IC 5-22-2-17
Respondent	An offeror as defined in IC 5-22-2-18. The State will not consider a proposal responsive if two or more offerors submit a joint or combined proposal. One entity or individual must be clearly identified as the respondent who will be ultimately responsible for performance of the contract
Services	Work to be performed as specified in this RFS
State	The State of Indiana
State Agency	As defined in IC 4-13-1, “state agency” means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government
Total Bid Amount	The amount that the respondent proposes on Attachment D that represents their total, all-inclusive price.
Vendor	Any successful respondent selected as a result of the procurement process to deliver the products or services requested by this RFS

### 1.3 PURPOSE OF THE RFS

The purpose of this RFS is to select a vendor that can satisfy the State’s need for Compliance Investigation Service. It is the intent of ISDH to contract with a vendor that provides quality Compliance Investigation Service for the WIC program.

## 1.4 SUMMARY SCOPE OF WORK

Because federal funds may be associated with the Compliance Investigation Service awarded as a result of this RFS, any vendor responding should be familiar with the federal rules regarding contractor suspension, disbarment and exclusion. Before awarding a contract, the State will review the performance and integrity information available from the System for Award Management (SAM) Exclusions.

The Contractor is expected to fulfill the following duties:

1. Provide investigative staff to perform compliance buys matching the Contractor's Compliance Investigation Manual as approved by Indiana WIC. The Contractor's staff must be representative of the racial makeup of the community where the identified suspect activity is occurring. The following are the types of compliance buys that Indiana WIC expects the Contractor to perform from most to least common:
  - a. Minor Substitution - Investigator attempts to substitute an unauthorized food item within an approved category.
  - b. Trafficking Buy - Investigator attempts to sell a food instrument for cash or other form of direct payment.
  - c. Major Substitution - Investigator attempts to substitute an unauthorized item clearly outside the approved category. This includes substitutions of tobacco, alcohol, firearms, etc.
  - d. Safe Buy - Investigator purchases foods listed on the food instrument that have a price label, in the quantities, sizes, and types listed.
2. Conduct Compliance Investigations at selected WIC vendor locations utilizing WIC EBT cards. The Compliance Investigation shall be conducted in accordance with the Contractor's approved manual and under the instruction of Indiana WIC. All Compliance Investigations shall be conducted in an appropriate manner so as not to appear threatening or intimidating or insinuate entrapment and thus jeopardize the principles behind the Compliance Investigations. If determined to be beneficial by Indiana WIC, an inconspicuous video recording device may record the store visit by the compliance investigator. The Contractor can choose to require additional fees for compliance buys involving video recording equipment.
3. Submit to Indiana WIC a completed Compliance Investigation Report with 100% accuracy for each compliance buy within five (5) business days of completion of a Compliance Investigation via email. The Compliance Investigation Report shall include proof of purchase for all food items received from a vendor through one or more of the following: a receipt containing all items purchased during the sales transaction(s), a picture of the sale transaction items, and/or a video of the sales transaction(s).
4. Donate perishable foods to a charitable organization (e.g. food pantries or soup kitchens) as quickly as possible. All refrigerated and frozen food items shall be stored in coolers until the food is donated.
5. Maintain verifiable controls of the WIC EBT cards provided by Indiana WIC for use in investigations. Upon inspection by the State, the Contractor must account for WIC EBT cards.
6. Participate and/or testify in pre-hearing conferences, administrative hearings, or court trials when these events are directly related to the results of Compliance Investigations.

Unless otherwise specified herein, the Contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

Indiana WIC will fulfill the following duties to assist the Contractor:

1. Provide the Contractor with the selected WIC vendor locations for the Compliance Investigations along with the specific types of compliance buys.
2. Provide Compliance Investigation materials to the Contractor. Compliance Investigation materials shall at a minimum include WIC EBT cards, blank Compliance Investigation Reports, access to the INWIC Mobile App, WIC shopping list showing initial benefits available, and a description of buys to be completed.
3. Review completed Compliance Investigation Reports.
4. Assess fines, administrative penalties, and sanctions in accordance with Indiana WIC policies.
5. Inform Contractor regarding any ongoing action that requires extended record retention.
6. Review and approve Contractor invoices prior to submission for payment.

Indiana WIC reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If Indiana WIC determines the Contractor to be at high-risk for non-compliance, Indiana WIC shall have the right to impose special conditions or restrictions. Written notification will be provided to the Contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but not limited to, those conditions specified below:

1. Withholding authority to proceed to the next phase of the project until Indiana WIC receives evidence of acceptable performance within a given contract period;
2. Requiring additional, more detailed financial reports or other documentation;
3. Additional contract monitoring;
4. Requiring the Contractor to obtain technical or management assistance; and/or
5. Establishing additional prior approvals from Indiana WIC.

## 1.5 RFS OUTLINE

The outline of this RFS document is described below:

Section	Description
Section 1 – General Information and Requested Products or Services	This section provides an overview of the RFS, general timelines for the process, and a summary of the products/services being solicited by the State/Agency via this RFS
Section 2 – Proposal Preparation Instruction	This section provides instructions on the format and content of the RFS including a Letter of Transmittal, Business Proposal, Technical Proposal, and a Cost Proposal
Section 3 – Proposal Evaluation Criteria	This section discusses the evaluation criteria to be used to evaluate respondents' proposals

Attachment A	M/WBE Participation Plan Form
Attachment B	Sample Contract
Attachment C	Indiana Economic Impact Form (In order to properly track metrics associated with all State solicitations, completion of this document is a mandated requirement)
Attachment D	Cost Proposal Template
Attachment E	Business Proposal Template
Attachment F	Technical Proposal Template
Attachment G	Q&A Template

## 1.6 PRE-PROPOSAL CONFERENCE

IDOA has determined that a pre-proposal conference is non-applicable.

## 1.7 QUESTION/INQUIRY PROCESS

All questions/inquiries regarding this RFS must be submitted in writing by the deadline of **3:00 p.m. Eastern Time on June 21, 2019**. Questions/Inquiries may be submitted in Attachment G, Q&A Template, via email to [RFP@idoa.IN.gov](mailto:RFP@idoa.IN.gov) and must be received by the time and date indicated above.

Following the question/inquiry due date, Procurement Division personnel will compile a list of the questions/inquiries submitted by all Respondents. The responses will be posted to the IDOA website according to the RFS timetable established in Section 1.24. The question/inquiry and answer link will become active after responses to all questions have been compiled. Only answers posted on the IDOA website will be considered official and valid by the State. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

Inquiries are not to be directed to any staff member of the ISDH, or staff or members of the State Board of Education, or any other participating agency. Such action may disqualify Respondent from further consideration for a contract resulting from this RFS.

If it becomes necessary to revise any part of this RFS, or if additional information is necessary for a clearer interpretation of provisions of this RFS prior to the due date for proposals, an addendum will be posted on the IDOA website. If such addenda issuance is necessary, the Procurement Division may extend the due date and time of proposals to accommodate such additional information requirements, if required.

## 1.8 DUE DATE FOR PROPOSALS

All proposals must be received at the address below by the Procurement Division no later than **3:00 p.m. Eastern Time on July 16, 2019**. Each Respondent must submit **one original CD-ROM or USB “flash drive” (marked “Original”) and one (1) complete copies on separate CD-ROMs or USB’s** of the proposal, including the Transmittal Letter and other related documentation as required

in this RFS. The **original** CD-ROM or USB will be considered the official response in evaluating responses for scoring and protest resolution. **The respondent's proposal response on this CD may be posted on the IDOA website, (<http://www.in.gov/idoa/2462.htm>) if recommended for selection.** Each copy of the proposal must follow the format indicated in Section Two of this document. Unnecessarily elaborate brochures or other presentations, beyond those necessary to present a complete and effective proposal, are not desired. All proposals must be addressed to:

Sean Cooper, Strategic Sourcing Analyst  
Indiana Department of Administration  
Procurement Division  
402 West Washington Street, Room W468  
Indianapolis, IN 46204

**If you hand-deliver solicitation responses:**

To facilitate weapons restrictions at Indiana Government Center North and Indiana Government Center South, as of **July 21, 2008**, the public must enter IGC buildings through a designated public entrance. The public entrance to Indiana Government Center South is located at 10 N. Senate Avenue (East side of building). This entrance will be equipped with metal detectors and screening devices monitored by Indiana State Police Capitol Police.

Passing through the public entrance may take some time. Please be sure to take this information into consideration if your company plans to submit a solicitation response in person.

**If you ship or mail solicitation responses:** United States Postal Express and Certified Mail are both delivered to the Government Center Central Mailroom, and not directly to the Procurement Division. It is the responsibility of the Respondent to make sure that solicitation responses are received by the Procurement Division at the Department of Administration's reception desk on or before the designated time and date. Late submissions will not be accepted. The Department of Administration, Procurement Division clock is the official time for all solicitation submissions.

Regardless of delivery method, all proposal packages must be **sealed** and clearly marked with the RFS number, due date, and time due. IDOA will not accept any unsealed bids. Any proposal received by the Department of Administration, Procurement Division after the due date and time will not be considered. Any late proposals will be returned, unopened, to the Respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed.

No more than one proposal per Respondent may be submitted.

The State accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

## 1.9 MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to responses to this RFS may only be made in the manner and format consistent with the submittal of the original response, acceptable to IDOA and clearly identified as a modification.

The Respondent's authorized representative may withdraw the proposal, in person, prior to the due date. Proper documentation and identification will be required before the Procurement Division

will release the withdrawn proposal. The authorized representative will be required to sign a receipt for the withdrawn proposal.

Modification to, or withdrawal of, a proposal received by the Procurement Division after the exact hour and date specified for receipt of proposals will not be considered.

## 1.10 PRICING

Pricing on this RFS must be firm and remain open for a period of not less than 180 days from the proposal due date. Any attempt to manipulate the format of the document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk.

Please refer to the Cost Proposal sub-section under Section 2 for a detailed discussion of the proposal pricing format and requirements.

A properly completed invoice must be submitted within 30 days of the end of the month in which services were delivered and include the following items:

1. Name, address and Federal Employment Identification Number (FEIN) of the Contractor.
2. Invoice date.
3. Period covered by invoice.
4. Any other data, reports, information or documentation required by other conditions of the contract.
5. Detail of the services provided in accordance with the terms and conditions of this agreement.
6. Mileage required to complete Contractor services provided. The Contractor will be reimbursed using the standard State of Indiana mileage reimbursement rate in place during the time period of the invoice.

Indiana WIC may routinely request supporting documentation to validate invoices.

The State of Indiana has 30 days from presentation of a proper invoice to issue payment to the Contractor.

Indiana WIC may withhold or delay payment to Contractor for failure to provide required programmatic documentation and/or requested financial documentation, failing to perform required work or services, or failing to submit reports when due. Indiana WIC shall have no obligation to pay any invoice submitted after the due date. If a request by the Contractor for payment or reimbursement is denied, Indiana WIC shall provide the Contractor with written notice of the reason(s) for denial.

If the Contractor is unable to support any part of their claim to Indiana WIC and it is determined that such inability is attributed to misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to Indiana WIC for an amount equal to such unsupported part of the claim in addition to all costs, including legal, attributable to the reviewing and discovery of said part of claim. Liability under this paragraph shall be determined within two years of the discovery of such misrepresentation of fact or fraud by the Contractor.

If the Contractor is overpaid by Indiana WIC, upon official notification by Indiana WIC, the Contractor shall provide Indiana WIC (1) with a check payable in the amount of such overpayment

at the address specified by Indiana WIC or (2) deduct the overpayment from the monthly invoices as requested by Indiana WIC.

#### **1.11 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT DISCUSSIONS**

The State reserves the right to request clarifications on proposals submitted to the State. The State also reserves the right to conduct proposal discussions, either oral or written, with Respondents. These discussions could include request for additional information, request for cost or technical proposal revision, etc. Additionally, in conducting discussions, the State may use information derived from proposals submitted by competing respondents only if the identity of the respondent providing the information is not disclosed to others. The State will provide equivalent information to all respondents which have been chosen for discussions. Discussions, along with negotiations with responsible respondents may be conducted for any appropriate purpose.

The Procurement Division will schedule all discussions. Any information gathered through oral discussions must be confirmed in writing.

A sample contract is provided in Attachment B. Any requested changes to the sample contract must be submitted with your response (See Section 2.3.5 for details). The State reserves the right to reject any of these requested changes. It is the State's expectation that any material elements of the contract will be substantially finalized prior to contract award.

#### **1.12 BEST AND FINAL OFFER**

The State may request best and final offers from those Respondents determined by the State to be reasonably viable for contract award. However, the State reserves the right to award a contract on the basis of initial proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint.

Following evaluation of the best and final offers, the State may select for final contract negotiations/execution the offers that are most advantageous to the State, considering cost and the evaluation criteria in this RFS.

#### **1.13 REFERENCE SITE VISITS**

The State may request a site visit to a Respondent's working support center to aid in the evaluation of the Respondent's proposal. Site visits, if required will be discussed in the technical proposal.

#### **1.14 TYPE AND TERM OF CONTRACT**

The State intends to sign a contract with one or more Respondent(s) to fulfill the requirements in this RFS.

The term of the contract shall be for a period of two (2) years from the date of contract execution. There may be two (2) one-year renewals for a total of four (4) years at the State's option.

#### **1.15 CONFIDENTIAL INFORMATION**

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.*, and, after the contract award, the entire RFS file will be posted on the IDOA website and may be viewed and copied by any member of the public, including news agencies and competitors. The responses are deemed to be “public records” unless a specific provision of IC 5-14-3 prohibits it from disclosure. Respondents claiming a statutory exception to the APRA **must indicate so in the Transmittal Letter** which specific provision applies to which specific part of the response. Confidential Information must also be clearly marked in a separate folder on any included CD-ROM. Please note citing “Confidential” on an entire section is not sufficient. The Public Access Counselor (PAC) provides guidance on APRA. Respondents are encouraged to read guidance from the PAC on this topic as this is the guidance IDOA follows:

- [18-INF-06; Redaction of Public Procurement Documents Informal Inquiry](#)

If the Respondent does not identify the statutory exception, the Procurement Division will not consider the submission confidential. The state also reserves the right to seek the opinion of the PAC for guidance if the state has doubts the cited exception is applicable.

#### 1.16 TAXES

Proposals should not include any tax from which the State is exempt.

#### 1.17 PROCUREMENT DIVISION REGISTRATION

In order to receive an award, you must be registered as a bidder with the Department of Administration, Procurement Division. Therefore, to ensure there is no delay in the award all Respondents are strongly encouraged to register prior to submission of their response. Respondents should go to [www.in.gov/idoa/2464.htm](http://www.in.gov/idoa/2464.htm).

#### 1.18 SECRETARY OF STATE REGISTRATION

If awarded the contract, the Respondent will be required to register, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. Information concerning registration with the Secretary of State may be obtained by contacting:

Secretary of State of Indiana  
Corporation Division  
402 West Washington Street, E018  
Indianapolis, IN 46204  
(317) 232-6576  
[www.in.gov/sos](http://www.in.gov/sos)

#### 1.19 COMPLIANCE CERTIFICATION

Responses to this RFS serve as a representation that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State, and it agrees that it will immediately notify the State of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Respondent agrees that the State may confirm, at any time, that no such

liabilities exist, and, if such liabilities are discovered, that State may bar the Respondent from contracting with the State, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

## 1.20 EQUAL OPPORTUNITY COMMITMENT

Pursuant to IC 4-13-16.5 and in accordance with 25 IAC 5, Executive Order 13-04 and IC 5-22-14-3.5, it has been determined that there is a reasonable expectation of minority, woman, and Indiana veteran business enterprises subcontracting opportunities on a contract awarded under this RFS. Therefore a contract goal of 8% for Minority Business Enterprises and 8% for Woman Business Enterprises have been established and all respondents will be expected to comply with the regulation set forth in 25 IAC 5, Executive Order 13-04 and IC 5-22-14-3.5.

Failure to address these requirements may impact the evaluation of your proposal.

## 1.21 MINORITY & WOMEN'S BUSINESS ENTERPRISES RFS SUBCONTRACTOR COMMITMENT (MWBE)

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal a Minority & Women's Business Enterprises RFS Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at <http://www.in.gov/idoa/2352.htm>.

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in **"TOTAL BID AMOUNT"** should match the amount entered in the Attachment D, Cost Proposal Template.

Failure to meet these goals will affect the evaluation of your Proposal. The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

**Prime Contractors must ensure that the proposed subcontractors meet the following criteria:**

- Must be listed on the IDOA Directory of Certified Firms, **on or before** the proposal due date
- Prime Contractor must include with their proposal the subcontractor's M/WBE Certification Letter provided by IDOA, to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE, or IVOSB (see section 1.22)
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- **Must serve a Valuable Scope Contribution (VSC). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at <http://www.in.gov/idoa/2352.htm>

- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

## **MINORITY & WOMEN'S BUSINESS ENTERPRISES RFS SUBCONTRACTOR LETTER OF COMMITMENT (MWBE)**

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The MBE and/or WBE subcontractor amount and subcontractor percentage is only based on the initial term of the contract, unless the products and/or services are needed beyond the initial term. Any products and/or services desired after the initial term will require separate negotiations between the prime contractor and subcontractor. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the **“TOTAL BID AMOUNT”** and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State’s M/WBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women’s Business Enterprises Division at (317) 232-3061 or <http://www.in.gov/idoa/2352.htm>.

## **MINORITY & WOMEN'S BUSINESS COMPLIANCE (MWBE)**

If awarded the contract with MWBE subcontractor participation, the Respondent is will be required to report payments made to MWBE Division subcontractors under the Contract on a monthly basis using the online audit tool, commonly referred to as “Pay Audit.” The Contractor should also notify subcontractors that they must confirm payments received from Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: [www.in.gov/idoa/mwbe/payaudit.htm](http://www.in.gov/idoa/mwbe/payaudit.htm)

Further, a copy of each subcontractor agreement must be submitted to IDOA’s MWBE Division within thirty (30) days of the effective date of this Contract. The contracts may be uploaded into Pay Audit, emailed to [MWBECompliance@idoa.IN.gov](mailto:MWBECompliance@idoa.IN.gov); or mailed to MWBE Compliance 402 W. Washington Street, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement or failure to meet these commitments could be considered a material breach of this Contract and result in sanctions per 25 IAC 5.

Any changes to this information during the term of the contract must be approved by MWBE Compliance at [MWBECompliance@idoa.IN.gov](mailto:MWBECompliance@idoa.IN.gov).

### **1.22 INDIANA VETERAN OWNED SMALL BUSINESS SUBCONTRACTOR COMMITMENT (IVOSB)**

**– In compliance of Federal Code CFR 7.B.II.A§246.12 (j)(4) - this RFS/Contract contains federal funds and this preference may not be considered or applied.**

### **1.23 AMERICANS WITH DISABILITIES ACT**

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

#### 1.24 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFS process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team's findings.

<b><i>Key RFS Dates</i></b>	
<b>Activity</b>	<b>Date</b>
Issue of RFS	June 10, 2019
Deadline to Submit Written Questions	June 21, 2019 by 3:00 PM EST
Response to Written Questions/RFS Amendments	June 28, 2019
Submission of Proposals	July 16, 2019 by 3:00 PM EST
<b><i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i></b>	
Proposal Evaluation	TBD
Proposal Discussions/Clarifications (if necessary)	TBD
Oral Presentations (if necessary)	TBD
Best and Final Offers (if necessary)	TBD
RFS Award Recommendation	August, 2019

#### 1.25 RESERVED

#### 1.26 CONFLICT OF INTEREST

Any person, firm or entity that assisted with and/or participated in the preparation of this RFS document is prohibited from submitting a proposal to this specific RFS. For the purposes of this RFS "person" means a state officer, employee, special state appointee, or any individual or entity working with or advising the State or involved in the preparation of this RFS proposal. This prohibition would also apply to an entity who hires, within a one-year period prior to the publication of this RFS, a person that assisted with and/or participated in the preparation of this RFS.

## SECTION TWO PROPOSAL PREPARATION INSTRUCTIONS

### 2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the Respondent's proposal.
- The Transmittal Letter must be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.
- The electronic copies of the proposal submitted via CD-ROM or USB should be organized to mirror the sections below and the attachments.
- Each item, i.e. Transmittal Letter, Business Proposal, Technical Proposal, Cost Proposal, etc., must be separate standalone electronic files on the CD-ROM or USB. Please do not submit your proposal as one large file.
- Whenever possible, please submit all attachments in their original format.
- Confidential Information must also be clearly marked in a separate folder/file on any included CD-ROM or USB.

### 2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

#### 2.2.1 Agreement with Requirement in listed in Section 1

The Respondent must explicitly acknowledge understanding of the general information presented in Section 1 and agreement with any requirements/conditions listed in Section 1.

#### 2.2.2 Summary of Ability and Desire to Supply the Required Products or Services

The Transmittal Letter must briefly summarize the Respondent's ability to supply the requested products and/or services that meet the requirements defined in Section 2.4 of this RFS. The letter must also contain a statement indicating the Respondent's willingness to provide the requested products and/or services subject to the terms and conditions set forth in the RFS including, but not limited to, the State's mandatory contract clauses.

#### 2.2.3 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in Section 2.3.4, must sign the Transmittal Letter. **In the Transmittal Letter, please indicate the principal contact for the**

**proposal along with an address, telephone and fax number as well as an e-mail address, if that contact is different than the individual authorized for signature.**

#### 2.2.4 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, Respondents will be notified via e-mail.

It is the Respondent's obligation to notify the Procurement Division of any changes in any address that may have occurred since the origination of this solicitation. The Procurement Division will not be held responsible for incorrect vendor/contractor addresses.

#### 2.2.5 Confidential Information

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 et seq. (see section 1.15).

Provide the following information:

- List all documents, or sections of documents, for which statutory exemption to the APRA is being claimed;
- Specify which statutory exception of APRA applies for each document, or section of the document;
- Provide a description explaining the manner in which the statutory exception to the APRA applies for each document or section of the document.
- Provide a separate redacted (for public release) version of the document.

#### 2.2.6 Other Information

This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.

### 2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as "optional." **The Business Proposal Template is Attachment E.**

#### 2.3.1 General (optional)

This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFS.

#### 2.3.2 Respondent's Company Structure

The legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business

ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization.

#### 2.3.3 Company Financial Information

This section must include documents to demonstrate the Respondent's financial stability. Examples of acceptable documents include: most recent Dunn & Bradstreet Business Report (preferred) or audited financial statements for the two (2) most recently completed fiscal years. If neither of these can be provided, explain why and include an income statement and balance sheet, for each of the two most recently completed fiscal years.

If the documents being provided by the Respondent are those of a parent or holding company, additional information should be provided for the entity/organization directly responding to this RFS. That additional information should explain the business relationship between the entities and demonstrate the financial stability of the entity/organization which is directly responding to this RFS.

#### 2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that the CEO and/or CFO, of the responding entity/organization, has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

#### 2.3.5 Contract Terms/Clauses

A sample contract that the state expects to execute with the successful Respondent(s) is provided in Attachment B. This contract contains both mandatory and non-mandatory clauses. Mandatory clauses are listed below and are non-negotiable. Other clauses are highly desirable. It is the State's expectation that the final contract will be substantially similar to the sample contract provided in Attachment B.

In your Transmittal Letter please indicate acceptance of these mandatory contract terms (see section 2.2.2). In this section please review the rest of the contract and indicate your acceptance of the non-mandatory contract clauses. If a non-mandatory clause is not acceptable as worded, suggest specific alternative wording to address issues raised by the specific clause. If you require additional contract terms please include them in this section. To reiterate it's the State's strong desire to not deviate

from the contract provided in the attachment and as such the State reserves the right to reject any and all of these requested changes.

The mandatory contract terms are as follows:

- Duties of Contractor, Rate of Pay, and Term of Contract
- Authority to Bind Contractor
- Compliance with Laws
- Drug-Free Workplace Provision and Certification
- Employment Eligibility
- Funding Cancellation
- Governing Laws
- Indemnification
- Information Technology
- Non-Discrimination Clause
- Ownership of Documents and Materials
- Payments
- Penalties/Interest/Attorney's Fees
- Termination for Convenience
- Non-Collusion and Acceptance

Any or all portions of this RFS and any or all portions of the Respondents response may be incorporated as part of the final contract

#### 2.3.6 References

The Respondent must include a list of at least three (3) clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFS. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information. In addition, a summary of the services provided to the client and the time period services were delivered should be included.

#### 2.3.7 Registration to do Business

##### Secretary of State

If awarded the contract, the Respondent will be required to be registered, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. The Respondent must indicate the status of registration, if applicable, in this section of the proposal.

##### Department of Administration, Procurement Division

Additionally, respondents must be registered with the IDOA. This can be accomplished on-line at <http://www.in.gov/idoa/2464.htm>.

The IDOA Procurement Division maintains two databases of vendor information. The Bidder registration database is set up for vendors to register if you are interested in selling a product or service to the State of Indiana. Respondents may register online at no cost to become a Bidder with the State of Indiana. To complete the online Bidder registration, go to <http://www.in.gov/idoa/2464.htm>. The Bidder registration offers email notification of upcoming solicitation opportunities, corresponding to the Bidder's area(s) of interest, selected during the registration process. Respondents do need to be registered to bid on and receive email notifications. Completion of the Bidder registration will result in your name being added to the Bidder's Database, for email notification. The Bidder registration requires some general business information, an indication of the types of goods and services you can offer the State of Indiana, and locations(s) within the state that you can supply or service. There is no fee to be placed in Procurement Division's Bidder Database. To receive an award, you must be registered as a bidder. Problems or questions concerning the registration process or the registration form can be e-mailed to Amey Redding, Vendor Registration Coordinator, [aredding@idoa.in.gov](mailto:aredding@idoa.in.gov), or you may reach her by phone at (317) 234-3542.

IVOSB entities (whether a prime or subcontractor) must have a bidder ID. If registered with IDOA, this should have already been provided (as with MWBEs). IVOSBs that are only registered with the Federal Center for Veterans Business Enterprise will need to ensure that they also have a Bidder ID provided by IDOA.

#### 2.3.8 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

#### 2.3.9 Subcontractors

The Respondent is responsible for the performance of any obligations that may result from this RFS, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products or services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the

qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address and the state in which formed that are proposed to be used in providing the required products or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFS or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority or Women Owned Business under IC 4-13-16.5-1 and Executive Order 13-04 and IC 5-22-14-3.5. See Sections 1.21, 1.22 and Attachments A/A1 for Minority or Women Owned Business information.

#### 2.3.10 RESERVED

#### 2.3.11 General Information

Each Respondent must enter your company's general information including contact information.

#### 2.3.12 Experience Serving State Governments

Each Respondent is asked to please provide a brief description of your company's experience in serving state governments and/or quasi-governmental accounts.

#### 2.3.13 Experience Serving Similar Clients

Each Respondent is asked to please describe your company's experience in serving clients of a similar size to the State that also had a similar scope. Please provide specific clients and detailed examples.

#### 2.3.14 Indiana Preferences

**In compliance of Federal Code CFR 7.B.II.A§246.12 (j)(4) - this RFS/Contract contains federal funds and this preference may not be considered or applied.**

#### 2.3.15 RESERVED

### 2.4 TECHNICAL PROPOSAL

The Technical Proposal must be divided into the sections as described below. Every point made in each section must be addressed in the order given. The same outline numbers must be used in the response. RFS language should not be repeated within the response. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to the technical proposal with referenced sections clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the State. **The Technical Proposal Template is Attachment F.**

1. Please describe your experience and ability in using WIC or other EBT cards to conduct compliance investigations.
2. Please describe your experience and ability in providing investigative staff that are representative of the diverse communities and stores where suspect WIC activity may be occurring. This includes communities that are rural and urban and stores where staff and customers speak Spanish or Burmese.
3. Please describe your experience and ability in conducting the following types of compliance buys
  - a. Minor substitution
  - b. Trafficking buy
  - c. Major substitution
  - d. Safe buy
4. Please describe your experience and ability in providing testimony during administrative hearings.
5. Please describe your experience and ability in using covert video recordings to conduct investigations.
6. Please describe your process and timeline for reporting on compliance buy activities.

### 2.5 COST PROPOSAL

**The Cost Proposal Template is Attachment D.**

The Cost Proposal must be submitted in the original format. Any attempt to manipulate the format of the Cost Proposal document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk.

### **Cost Proposal Narrative**

The Respondent should provide a brief narrative (not longer than two pages) in support of each Cost Proposal item. The narrative should be focused on clarifying how the proposed prices correspond directly to the Respondent's Technical Proposal. For example, evaluators will expect detailed explanation of *Maintenance and Support* to correspond to *Maintenance and Support items* if described in the Technical Proposal. **Please compose and return this document in a Microsoft Word format.**

### **Cost Assumptions, Conditions and Constraints**

The respondent should list and describe as part of its Cost Proposal any special cost assumptions, conditions, and/or constraints relative to, or which impact, the prices presented on the Cost Schedules. It is of particular importance to describe any assumptions made by the respondent in the development of the respondent's Technical Proposal that have a material impact on price. It is in the best interest of the respondent to make explicit the assumptions, conditions, and/or constraints that underlie the values presented on the Cost Schedules. Assumptions, conditions or constraints that conflict with the RFS requirements are not acceptable. **Please compose and return this document in a Microsoft Word format.**

## **2.6 INDIANA ECONOMIC IMPACT**

All companies desiring to do business with state agencies must complete an "Indiana Economic Impact" form (Attachment C). The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state. The amount entered in Line 16 "Total amount of this proposal, bid, or current contract" should match the amount entered in the Attachment D, Cost Proposal Template.

## **2.7 BUY INDIANA INITIATIVE/INDIANA COMPANY**

**In compliance of Federal Code CFR 7.B.II.A§246.12 (j)(4) - this RFS/Contract contains federal funds and this preference may not be considered or applied.**

## **SECTION THREE PROPOSAL EVALUATION**

### **3.1 PROPOSAL EVALUATION PROCEDURE**

The State has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFS requirements. All evaluation personnel will use the evaluation criteria stated in Section 3.2. The Commissioner of IDOA or their designee will, in the exercise of their sole discretion, determine which proposals offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1 Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.
- 3.1.2 Each proposal will be evaluated on the basis of the categories included in Section 3.2. A point score has been established for each category.
- 3.1.3 If technical proposals are close to equal, greater weight may be given to price.
- 3.1.4 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State, taking into account all of the evaluation factors, may be selected by IDOA and ISDH for further action, such as contract negotiations. If, however, IDOA and ISDH decide that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, IDOA may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists.

### **3.2 EVALUATION CRITERIA**

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFS in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name (total maximum points = 87). For further information, please reference Section 3.2.3 below. If any one or more of the listed criteria on which the responses to this RFS will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated and scored without taking into account such criterion or criteria.

***Summary of Evaluation Criteria:***

<b>Criteria</b>	<b>Points</b>
1. Adherence to Mandatory Requirements	Pass/Fail
2. Management Assessment/Quality (Business and Technical Proposal)	<b>45 available points</b>
3. Cost (Cost Proposal)	<b>30 available points</b>
4. Minority Business Enterprise Subcontractor Commitment	5 ( 1 bonus point is available, see Section 3.2.6)
5. Women Business Enterprise Subcontractor Commitment	5 ( 1 bonus point is available, see Section 3.2.6)
<b>Total</b>	<b>85 (87 if bonus awarded)</b>

All proposals will be evaluated using the following approach.

**Step 1**

In this step proposals will be evaluated only against Criteria 1 to ensure that they adhere to Mandatory Requirements. Any proposals not meeting the Mandatory Requirements will be disqualified.

**Step 2**

The proposals that meet the Mandatory Requirements will then be scored based on Criteria 2 and 3 ONLY. This scoring will have a maximum possible score of 75 points. All proposals will be ranked on the basis of their combined scores for Criteria 2 and 3 ONLY. This ranking will be used to create a “short list”. Any proposal not making the “short list” will not be considered for any further evaluation.

Step 2 may include one or more rounds of proposal discussions, oral presentations, clarifications, demonstrations, etc. focused on cost and other proposal elements. Step 2 may include a second “short list”.

**Step 3**

The short-listed proposals will then be evaluated based on all the entire evaluation criteria outlined in the table above.

If the State conducts additional rounds of discussions and a BAFO round which lead to changes in either the technical or cost proposal for the short listed Respondents, their scores will be recomputed.

The section below describes the different evaluation criteria.

3.2.1 Adherence to Requirements – Pass/Fail

Respondents passing this category move to Phase 2 and proposal is evaluated for Management Assessment/Quality and Price.

**The following 2 categories cannot exceed 75 points.**

3.2.2 Management Assessment/Quality

**45** available points

3.2.3 Price

**30** available points

Cost scores will then be normalized to one another, based on the lowest cost proposal evaluated. The lowest cost proposal receives a total of 30 points. The normalization formula is as follows:

$$\text{Respondent's Cost Score} = (\text{Lowest Cost Proposal} / \text{Total Cost of Proposal}) \times 30$$

3.2.4 Indiana Economic Impact - Deleted

**In compliance of Federal Code CFR 7.B.II.A§246.12 (j)(4) - this RFS/Contract contains federal funds and this preference may not be considered or applied.**

3.2.5 Buy Indiana Initiative – Deleted

**In compliance of Federal Code CFR 7.B.II.A§246.12 (j)(4) - this RFS/Contract contains federal funds and this preference may not be considered or applied.**

3.2.6 Minority (5 points) & Women's Business (5 points) Subcontractor Commitment - (10 points).

The following formula will be used to determine points to be awarded based on the MBE and WBE goals listed in Section 1.20 of this RFS. Scoring is conducted based on an assigned 10-point, plus possible 2 bonus-points, scale (MBE: Possible 5 points + 1 bonus point, WBE: Possible 5 points + 1 bonus Point). Points are assigned for respective MBE participation and WBE participation based upon the BAFO meeting or exceeding the established goals.

If the respondent's commitment percentage is less than the established MBE or WBE goal, the maximum points achieved will be awarded according to the following schedule:

%	1%	2%	3%	4%	5%	6%	7%	8%
Pts.	.625	1.25	1.875	2.5	3.125	3.75	4.375	5.0

*NOTE: Fractional percentages will be rounded up or down to the nearest whole percentage. (e.g. 7.49% will be rounded down to 7% = 4.375 pts., 7.50% will be rounded up to 8% = 5.00 pts.)*

If the respondent's commitment percentage is rounded down to 0% for MBE or WBE

participation the respondent will receive 0 points.

If the respondent's commitment percentage is 0% for MBE or WBE participation, a deduction of 1 point will be discounted on the respective MBE or WBE score.

The respondent with the greatest applicable VSC participation which exceeds the stated goal for the respective MBE or WBE category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable VSC participation and both firms exceed the goal for the respective MBE/WBE category both firms will receive 6 points.

3.2.7 Indiana Veteran Owned Small Business Subcontractor Commitment - Deleted.

**In compliance of Federal Code CFR 7.B.II.A§246.12 (j)(4) - this RFS/Contract contains federal funds and this preference may not be considered or applied.**

3.2.8 Qualified State Agency Preference Scoring

When applicable, pursuant to Indiana Code 5-22-13, a qualified state agency submitting a response to this RFS will be awarded preference points for Minority, Women's, and Indiana Veteran Business Enterprise equal the Respondent awarded the highest combined points awarded for such preferences in the scoring of this RFS.

The Commissioner of IDOA or their designee will, in the exercise of their sole discretion, determine which proposal(s) offer the best means of servicing the interests of the State. The exercise of this discretion will be final.